



A Joint Powers  
Agency

MEMBERS

City of Sacramento

County of Sacramento

Housing Authority of the  
City of Sacramento

Housing Authority of the  
County of Sacramento

# Sacramento Housing and Redevelopment Agency

## Contract Manual

**IFB No. 1942-MAdS**

8042 Pegler Way Rehab 2019

**8042 Pegler Way  
Sacramento, CA 95823**

Issued: June 21, 2019

Sacramento Housing and Redevelopment Agency  
Procurement Services – 2<sup>nd</sup> Floor  
801 12<sup>th</sup> Street  
Sacramento, CA 95814

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## SECTION 00005 – SUMMARY PAGE

**Project Name:** 8042 Pegler Way Rehab 2019  
**Project Number:** 1942-MAdS  
**1<sup>st</sup> Pre-Bid Meeting:** July 8, 2019 at 11:00am  
**Request for Information (RFI) due:** July 11, 2019 to [eanderson@shra.org](mailto:eanderson@shra.org) no later than 9:00 a.m.  
**Bid Due Date/Time:** July 22, 2019 no later than 2:00 p.m.  
**Wages:** California State Prevailing Wage  
**Calendar Days for Completion:** 90

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### Forms for submission with your bid (copies located in Pocket in back of manual):

Section 00400 – Bid Form  
Section 00410 – List of Designated Subcontractors  
Section 00430 – Non-Collusion Affidavit of Prime Bidder  
Section 00450 – Lead-Based Paint Certification  
Section 00490 – Bid Bond  
Section 00620 – Declaration of Understanding and Intent to Comply with Section 3 Requirements

### Forms for submission within ten (10) days of the Notice of Award (copies will be provided with the Notice of Award):

Section 00510 – Certificate(s) of Insurance in accordance with Section 00510  
Section 00520 – Performance Bond  
Section 00530 – Labor & Material Payment Bond  
Section 00560 – Contractor Information Sheet  
Section 00640 – Employee Roster (prime contractor and all subcontractors)

**END OF SECTION**

## **PROJECT CONTRACT MANUAL**

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<b>Pocket No. 1 –</b>	<b>Submittal Forms – to be submitted at the Bid Opening</b>

**END OF SECTION**

## SECTION 00100 – ADVERTISEMENT FOR INVITATION FOR BID

The **Housing Authority of the City of Sacramento** is soliciting sealed bids for Invitation for Bid (IFB) No. 1942-MAds for **8042 Pegler Way Rehab 2019, 8042 Pegler Way**, Sacramento, CA 95823. Possible subcontracting trades are Cabinet, Millwork & Finish Carpentry; Concrete; Construction Clean-up; Drywall; Electrical; Fencing; Flooring & Floor Covering; Framing & Rough Carpentry; Glazing; Insulation & Acoustical; Lathing & Plastering; Painting & Decorating; Plumbing; Roofing; Synthetic Products/Countertops/Tub Surrounds; and Warm-Air Heating, Ventilation & AC. The estimated bonding range is \$95,000 and \$100,000.

Interested licensed "B" General Building Contractors should plan to attend the Pre-Bid Conference to be held at **801 12<sup>th</sup> Street, 2<sup>nd</sup> Floor, Sacramento, CA**:

- **July 8, 2019 at 11:00am** with a site visit following the Pre-Bid Conference.

All contractors and potential subcontractors are urged to attend the Pre-Bid Conference including the site inspection. Although attendance is not mandatory, contractors will be required to verify that they are aware of the existing site conditions.

Bids will be received at the Procurement Services Division, 801 12<sup>th</sup> Street, 2<sup>nd</sup> Floor, Sacramento, California until **2:00 p.m. on July 22, 2019** at which time and place all bids received will be publicly opened and read aloud.

A bid package, plan holders list, and other contract documents relating to the project may be obtained beginning **June 26, 2019** through **Signature Reprographics**, 620 Sunbeam Avenue, Sacramento, CA 95811; 916-454-0800; <http://www.planroom.us/shra>.

This contract is subject to State labor standards, California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815, compliance monitoring and enforcement by SHRA and the California Department of Industrial Relations (DIR), affirmative action requirements.

For bids in excess of \$25,000, bidders will be required to furnish and pay for a satisfactory Bid Bond in the amount of not less than 5% of the total bid price. The successful bidder will be required to furnish and pay for a satisfactory Performance Bond and Payment Bond in the amount of not less than 100% of the contract price. Pursuant to the California Public Contract Code Section 22300 the Contractor may request that the Agency substitute a security in the amount of the performance retention.

This is a Public Works project. Per California State Labor Code Section 1771.1 (a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Notwithstanding any other requirements (including federal labor requirements), this contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

Please direct all general and contractual questions to Monica Albert, Buyer – Procurement Services, at 916-440-1323. For any questions regarding the Technical Plans and Specifications, please contact Eric Anderson, Project Manager, at 916-449-6271. For information on other construction projects, visit our website at <http://www.shra.org>. The **Housing Authority of the City of Sacramento** reserves the right to reject any or all bids and waive any informalities in the bidding. The Agency/Authority is an Equal Opportunity Employment employer.

**END OF SECTION**

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 00201 – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS FOR CONTRACTS**

### **MODIFICATION TO FORM HUD-5369 (10/2002) – INSTRUCTIONS TO BIDDERS FOR CONTRACTS**

- Clause (None): Form HUD-5369 (10/2002) - Instructions to Bidders for Contracts  
Clause 1: Bid Preparation and Submission  
Clause 2: Explanations and Interpretations to Prospective Bidders  
Clause 3: Amendments to Invitations for Bids  
Clause 7: Service of Protest  
Clause 8: Contract Award  
Clause 10: Assurance of Completion  
Clause 12: Indian Preference Requirements  
Clause 13: **INSERT:** Additional Material  
Clause 14: **INSERT:** Post Project Contractor Review

#### **Clause (None): FORM HUD-5369 (10/2002) – INSTRUCTIONS TO BIDDERS FOR CONTRACTS:**

**Delete:** When this form HUD-5369 (10/2002) - Instructions to Bidders for Contracts refer to Indian Housing Authority and IHA, they are to be deleted in this document in its entirety.

**Insert:** When this form HUD-5369 (10/2002) - Instructions to Bidders for Contracts refer to PHA; the terms “PHA” and “HA”, “Owner”, or “Agency” means the Housing Authority of the City or County of Sacramento that is authorized to undertake this Contract. When the funding for the project is federal and the project is not on Public Housing Authority (PHA) property, the term “PHA” means the Sacramento Housing and Redevelopment Agency.

#### **Clause 1: BID PREPARATION AND SUBMISSION**

- c. **Delete:** This clause in its entirety: Bidders must submit as part of their bid a completed form 5369-A, “Representations, Certifications, and Other Statements of Bidders.”

#### **Clause 2: EXPLANATIONS AND INTERPRETATIONS TO PROSPECTIVE BIDDERS:**

- a. **Delete:** Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc. must request it at least 7 days before the scheduled time for bid opening.

**Insert:** See Section 00005 – Summary Page

#### **Clause 3: AMENDMENTS TO INVITATIONS FOR BIDS:**

**Delete:** Title of this clause 3: “Amendments to Invitations for Bids”.

**Insert:** Title of this clause 3: “Addenda to Invitations for Bids”.

- b. **Delete:** Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation.

**Insert:** Bidders shall acknowledge receipt of any addenda to this solicitation by identifying the addenda number and date on the bid form.

- c. **Delete:** Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

**Insert:** Addenda will be on file in the offices of the Agency's Procurement Services Division at least 7 days before bid opening.

**Clause 7: SERVICE OF PROTEST:**

**Delete:** This clause in its entirety.

**Insert:**

- a. A bidder who wants to protest the "Notice of Intent to Award" shall have ten (10) calendar days after the date the notice is issued to submit to the Agency a written protest. The written statement shall be full and complete; specifying in detail the grounds of the protest and the facts supporting the protest or it will not be considered. Any bidder who has a legitimate protest must claim to be eligible for award of the contract as being the lowest responsive, responsible bidder.
- b. Protests shall be served on the Procurement Services Supervisor by obtaining written and dated acknowledgement from:
- Sacramento Housing and Redevelopment Agency  
Attn: Procurement Services Supervisor  
801 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814
- c. All protests shall be resolved in accordance with the Agency's protest policy and procedures, copies of which are maintained at the Agency and available upon request.

**Clause 8: CONTRACT AWARD:**

- d. **Delete:** This paragraph in its entirety.

**Insert:**

- d. All bidders must be registered with the Department of Industrial Relations (DIR) as a Public Works contractor at the time of bid due date or the bid will be rejected.

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

**Clause 10: ASSURANCE OF COMPLETION:**

- a. **Delete:** This paragraph in its entirety.

**Insert:** Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be –

A performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law (applicable to construction and equipment contracts exceeding \$25,000.00).

**Clause 12: INDIAN PREFERENCE REQUIREMENTS:**

**Delete:** This clause in its entirety.

**Clause 13: ADDITIONAL MATERIAL** (applicable to construction contracts)

**Insert:**

- a. The successful bidder will be required to sign and date three (3) complete copies of the Contract Manual, Technical Specifications Manual, and Drawings prior to starting any construction work.

**Clause 14: POST PROJECT CONTRACTOR REVIEW** (applicable to construction contracts)

**Insert:**

- a. Upon substantial completion, the Agency will evaluate a contractor's performance to determine the contractor's ability to perform future Agency contracts. The Compliance Officer and the Contracting officer (or designee) will complete a Post-Evaluation Checklist.

**END OF SECTION**

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 3/31/2020)

**Applicability. This form is applicable to any construction/development contract greater than \$150,000.**

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

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

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

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

## 2. Contractor's Responsibility for Work

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

#### 4. Other Contracts

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

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

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

#### 6. Construction Progress Schedule

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

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

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

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

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

### 8. Differing Site Conditions

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

### 9. Specifications and Drawings for Construction

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

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

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



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

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

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

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

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

#### 12. Permits and Codes

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

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waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

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

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

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

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

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

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

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

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

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

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

#### **18. Clean Air and Water**

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

#### **19. Energy Efficiency**

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

#### **20. Inspection and Acceptance of Construction**

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

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

## 21. Use and Possession Prior to Completion

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

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

## 22. Warranty of Title

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

## 23. Warranty of Construction

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

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

**24. Prohibition Against Liens**

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

**Administrative Requirements**

**25. Contract Period**

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

**26. Order of Provisions**

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

**27. Payments**

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
  - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
  - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
  - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

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

\_\_\_\_\_  
Title:

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

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

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

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

## 28. Contract Modifications

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

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

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

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for 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.

### 30. Suspension of Work

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

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

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

### 31. Disputes

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

### 32. Default

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

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

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

### 33. Liquidated Damages

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

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

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

### 34. Termination for 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.

### 35. Assignment of Contract

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

### 36. Insurance

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



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

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

### 37. Subcontracts

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

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

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

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

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

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

### 39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 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.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

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

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

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

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

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

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

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

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

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
  - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

## **SECTION 00211 – SUPPLEMENTAL GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS, NON-FEDERAL FUNDING**

**Delete:** Applicability. This form is applicable to any Construction/development contract greater than \$100,000.

**Insert:** Applicability. This form is applicable to any Construction/development contract greater than \$3,000.

**Introduction: Delete:**  
HUD 24 CFR 85.36

**Insert:**  
HUD 2 CFR Parts 200.317 – 200.326

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Clause 1: Definitions:

Delete:

- (c) ~~“Contracting Officer” means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officers and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.~~

Insert:

- (c) “Contracting Officer” means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

Insert:

- (j) “Acceptance” means the act of a Contracting Officer of the Agency by which the Agency approves and assumes ownership of the work performed under this contract Acceptance may be partial or complete.

Insert:

- (k) “Agency Project Manager” means the person delegated by the Contracting Officer for all day to day coordination for field or site administration.

Insert:

- (m) “Addenda” means any changes, revisions or clarifications of the Contract Documents that have been duly issued by the Agency to prospective Bidders prior to time of receiving Bids.

Insert:

- (n) “HA”, “PHA”, “Owner” or “Agency” means the entity that is authorized to undertake this contract.

Clause 2: Contractor’s Responsibility for Work

Delete:

- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

Insert:

- (c) Refer to the Bid Form – Section 00400.

Clause 8: Differing Site Conditions:

Delete:

- (b) ~~The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor’s risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor’s cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or~~

both shall be made under this clause and the contract modified in writing accordingly.

Insert:

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

Insert:

- (e) Public Contract Code §7104 states that any work, which involves digging trenches, or other excavations that extend deeper than four feet below surface require the following. The Agency requires the following for any depth.

That Contractor shall promptly, and before the following conditions are disturbed, notify the Agency, in writing of any:

- (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the California Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

The Agency shall promptly investigate the conditions, and if its finds the conditions do materially so differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

- (f) Insert:  
Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor.

Clause 9: Specifications and Drawings for Construction:

Delete:

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

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

Insert:

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

In the event of a conflict between the specifications or the drawings, the Contractor is to refer to and follow the document containing the most specification, detail, higher quality or most restrictive document. All the contract documents are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be cooperative and to describe and provide information to complete the work of the Project. If there is a discrepancy or ambiguity, the matter shall be promptly submitted in writing to the Contracting Officer who shall promptly make a determination in writing.

The Contractor must provide written notice of any ambiguity to the Contracting Officer. Should the Contractor not provide such notice and prepare its bid or commence with work without resolution of the ambiguity by the Contracting Officer, the Contractor proceeds at its own risk and expense.

Clause 12: Permits and Codes

Delete:

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

Insert:

- (b) Refer to Bid Form – Section 00400.

Clause 16: Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements:

Insert:

- (l) The Contractor will consult with the Agency Project manager prior to removal of roots and branches which interfere with construction operations.

Clause 20: Inspection and Acceptance of Construction:

Insert:

- (k) Upon request of the Contracting Officer, the Contractor shall notify the Contracting Officer of the time and place of preparation, manufacture, or construction of any material for the work or any part of the work which the Contracting Officer may wish to inspect, and of the time and place of the factory testing as required pursuant to the Contract Documents.

Clause 25: Contract Period

Delete in its entirety.

Insert:

Refer to Bid Form – Section 00400.

Clause 26: Order of Provisions:

Delete:

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

Insert:

In the event of a conflict between the General Conditions, the General Requirements, the Technical Specifications, or the Drawings for construction, the Contractor is to refer to and follow the document containing the most specification, detail, higher quality or most restrictive document. All the Contract Documents are essential parts of the Contract, and a requirement occurring in one is just as binding as though occurring in all. They are intended to be cooperative and to describe and provide information to complete the work of the Project. The Contractor shall not take advantage of any apparent errors or omissions in the Contract Documents. If there is a discrepancy or ambiguity, the matter shall be promptly submitted in writing to the Contracting Officer, who shall promptly make a determination in writing.

The Contractor must provide written notice of any ambiguity to Contracting Officer. Should the Contractor not provide such notice and prepare its bid or commence with work without resolution of the ambiguity by the Contracting Officer, the Contractor proceeds at its own risk and expense.

Clause 27: Payments:

Delete:

(f) ~~Except as otherwise provided in State Law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.~~

Insert:

(f) In accordance with California Public Contract Code §7201, the PHA shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer performance and progress are unsatisfactory, the PHA shall reinstate the five (5) percent retainage until such

time as the Contracting Officer determines that performance and progress are satisfactory.

Insert:

- (l) Upon request of a payment request the Agency shall act in accordance with the California Public Contract Code, Section 20104.50 as follows:
- (1) If Agency fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from Contractor, the Agency shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.
  - (2) Upon receipt of a payment request, Agency shall:
    - (i) Review the payment request as soon as practicable for the purpose of determining that payment request is a proper payment request;
    - (ii) any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable but in no case later than seven days after its receipt by the Agency. A payment request returned pursuant to this paragraph shall be accompanied by a written explanation as to why the request is not proper; and
    - (iii) the number of days available to the Agency to make a payment without incurring an interest charge shall be reduced by the number of days that the Agency exceeds the seven day return requirement.

Insert:

- (m) Retention: Pursuant to the California Public Contract Code Section 22300 the Contractor may request that the Agency substitute a security in the amount of the performance retention. Alternatively, the Contractor may request that payment of the retention be made directly to an escrow agent at the expense of the Contractor. Upon satisfactory completion of the contract, the securities from the Agency or payments paid into escrow. Shall the Contractor elect, at its own expense, to enter into an escrow agreement such agreement shall be in substantially the same form as provided in Section 22300(f) of the California Public Contract Code. This section shall apply to only those subcontractors performing more than five percent of the contractor's total contract bid. No contractor shall require any subcontractor to waive any provision of the section or Section 22300 of the Public Contract Code.

Clause 30: Suspension of Work

Insert:

- (c) The Contractor shall have no claim for extra compensation for any hindrance or delays of work from a cause not involving the Agency during the progress thereof, although the Contractor may ask for an extension of the time agreed upon by Agency for completion of the Project work. In the case where the Agency is responsible for the delay the Agency shall be responsible for an equitable adjustment to the contract price relating thereto under Public Contract Code Section 7102.

- (d) Inclement weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under prevailing conditions. The Agency may, however, grant an extension of time if an unavoidable delay as a result of unusual and severe inclement weather fact occurs, and such shall then be classified as "Excusable Delay."

Clause 31: Disputes:

Insert:

- (g) Notwithstanding any other provision of the Contract Documents, disputes between the Agency and the Contractor involving claims of less than Three Hundred and Seventy Five Thousand Dollars (\$375,000.00) shall be handled in accordance with the provisions of the California Public Contract Code §20104.2.

Clause 33: Liquidated Damages:

Delete:

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

Insert:

- (a) Refer to Bid Form – Section 00400.

Clause 34: Termination for Convenience:

Delete:

- (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.~~

Insert:

- (c) The Contracting Officer will act on the Contractor's claim within 30 days of receipt of the Contractor's claim.

Clause 36: Insurance:

Delete in its entirety.

Insert:

Refer to Section 00510 Insurance Requirements in the Contract Manual.

Clause 37: Subcontracts

Insert:

- (f) Refer to Section 4100 et seq. of the Public Contract Code.

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

Delete: This clause in its entirety (not applicable).

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

Insert:

(h) Each contractor and subcontractor undertaking work in connection with this project is obligated to utilize, to the greatest extent feasible, lower income project area residents to fill all open positions, first and foremost, through the First Source Program.

Clause 46: Labor Standards – Davis Bacon and Related Acts:

Delete: This clause in its entirety (not applicable).

Clause 47: Non-Federal Prevailing Wage Rates:

Delete: This clause in its entirety.

Insert: This contract is subject to State of California prevailing wages, a copy of which are available at the following website: [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD) or call 888-ASK- WAGE/888-275-9243.

The Contractor and all Subcontractors shall pay state prevailing wage for that trade. The Contractor shall comply with Labor Code Sections 1770 to 1780, inclusive. In accordance with Section 1775, the Contractor shall forfeit as a penalty to the Agency \$50.00 per each calendar day or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or any subcontractor under him in violation of the provision of the Labor Code and in particular, Labor Code Section 1770 to 1780, inclusive.

- (a) Penalty. In addition to such penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rate according to the Contract Documents and the amount paid for each calendar day or portion thereof for which each worker was paid less than the amount stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Sacramento Housing and Redevelopment Agency and its constituent entities shall not recognize a claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract Documents.
- (b) Contractor's Risk. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his, her, or its Bid, and will not under any circumstances, be considered as the basis of a claim against the Sacramento Housing and Redevelopment Agency and its constituent entities.

Clause 49: Insert:  
LAWS TO BE OBSERVED:

Attention of the Contractor is directed to certain laws, which affect the Contract Documents. The listing of such laws in these Supplemental General Conditions is not to be construed as a listing of all applicable laws, but rather a summary upon which the Contractor can base its investigation and familiarization of these and all other applicable laws.

- (a) The Contractor is familiar with all federal, state and local laws, ordinances, codes and regulations which in any manner affect those engaged or employed in the Project or the material or equipment used in or upon the Project, or in any way affect the conduct of the Project. No pleas of misunderstanding of such laws, ordinances, codes or regulations or of ignorance of the same, on the part of the Contractor shall, in any way, serve to modify the provision of the Contract Documents.
- (b) The Contractor at all times shall observe and comply with all federal, state, and local laws, ordinances, codes and regulations affecting the conduct of the Project, and the contractor and his, her, or its surety shall indemnify, defend and save harmless the Agency and all of its officers, agents, and employees against any claim for liability arising from, or based upon, the violation of any such laws, ordinance, regulation, decree, or order, whether by the contractor, subcontractors, material men, or by their employees.
- (c) The Contract shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Project. If the Contractor observes that any of the Contract Documents are at variance with such laws in any respect, the Contractor shall promptly notify the Agency in writing and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Agency, the Contractor shall assume full responsibility therefore and shall bear all cost attributable thereto.
- (d) Child Support Compliance Act: (1) Contractor recognizes the importance of child and family support and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (2) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry, maintained by the California Employment Development Department.

Clause 50: Insert:  
NON-SMOKING FACILITIES

Contractors are noticed that all public housing properties, including dwelling units, are Non-Smoking facilities. Contractors and all subcontractors performing work on this Project shall not smoke in any dwelling unit, building, or any of the common areas or adjoining grounds of such building or other parts of the housing community. Smoking is not allowed within 25 feet of any doors or windows. The Contractor shall be responsible for its subcontractors compliance with this clause.

Clause 51: Insert:  
OVERTIME:

Eight hours of labor constitute a legal day's work. The Contractor shall forfeit, as a penalty, to the Agency, \$25.00 for each worker employed for the Project by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of the provisions of the Labor Code Sections 1810 to 1815, inclusive, except that work performed by such employees in excess of eight hours per day, and forty hours during any one week, shall be permitted upon payment of compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815.



Clause 52:     Insert:  
                  APPRENTICES:

The laws governing the employment of apprentices shall be observed, and, in particular, Section 1777.5 and 1777.6 of the Labor Code shall be obeyed by the Contractor.

Clause 53:     Insert:  
                  FAIR LABOR STANDARDS ACT

Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (52 Sta. 1060), as it may be applicable to the Project.

**END OF SECTION**

**SECTION 00240 – PUBLIC WORKS:  
California Labor Code**

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815.

Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (*including federal labor requirements*), this contract is subject to compliance monitoring and enforcement by the Department of Industrial relations (DIR).

<http://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

**END OF SECTION**

## **SECTION 00260 – PREVAILING WAGES**

This contract is subject to State of California prevailing wages. A copy of the wages are available at the following website address: [www.dir.ca.gov/OPRL/dprevagedetermination.htm](http://www.dir.ca.gov/OPRL/dprevagedetermination.htm) or at phone number 888-ASK-WAGE / 888-275-9243.

The Contractor and all Subcontractors shall pay state prevailing wage rather than the Davis-Bacon Wage for that trade. The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815.

**END OF SECTION**

### SECTION 00400 – BID FORM

Terms in the Bid Form:

Work: 8042 Pegler Way Rehab 2019  
Agency: Housing Authority of the City of Sacramento  
Property: 8042 Pegler Way ,  
Sacramento, CA 95823  
Architect: Anders & Falltrick  
Contractor: \_\_\_\_\_  
(Insert Contractor's business name)

FOR: LUMP SUM BID for Work on Agency owned Property.

TO: Sacramento Housing and Redevelopment Agency  
Procurement Services  
801 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Sacramento, California 95814

**SCOPE OF WORK:** The Contractor proposes to furnish all labor, materials, equipment, and services required to complete the work required in strict compliance with the Project Contract Manual, Technical Specifications Manual, Drawings, and/or any Addenda for the above referenced project:

Addendum 1 dated \_\_\_\_\_,  
Received and Acknowledged \_\_\_\_\_ (bidders initials)

Addendum 2 dated \_\_\_\_\_,  
Received and Acknowledged \_\_\_\_\_ (bidders initials)

Addendum 3 dated \_\_\_\_\_, and  
Received and Acknowledged \_\_\_\_\_ (bidders initials)

**BID AMOUNT:** The undersigned, having become familiar with the local conditions affecting the cost of the work, submits a LUMP SUM BID in the amount of:

\_\_\_\_\_ DOLLARS ( \_\_\_\_\_ ).  
(Spell out the bid amount) (Enter numeric bid amount)

**CONTRACT PERIOD:** The Contractor shall complete all work required under this contract within **Ninety (90)** calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer. Refer to Section 01311 Progress Schedule in the Technical Specifications.

**CERTIFIED PAYROLL REPORTING/LABOR COMPLIANCE:** The Contractor and all lower tiered subcontractors will be required to submit all weekly certified payroll reports and labor compliance documentation to the Agency through eComply throughout the duration of the project at no additional cost to the Agency.

Initials: \_\_\_\_\_

**PERMITS:** The Agency will secure and pay for the building permit only. This bid shall include all other fees and permits, and include all licenses and inspections necessary for the proper execution of the work.

**SUPERINTENDENT:** During the performance of the work the contractor shall not be required to have a superintendent on site at all times. However, the contractor shall have a competent superintendent on site during all building department inspections and at all times when the Agency notifies the contractor that they will be on-site (at least, \_\_\_\_ days per week) to review the contractors' performance and for payment related inspections of the work progress. The contractor is responsible for all subcontractor work on the project and its conformance with the contract requirements. Furthermore, the contractor shall have a full understanding of all trade work occurring on the project at all times. The superintendent shall be satisfactory to the Contracting Officer and shall have full authority to act for the contractor whether on site or not during the course of construction and shall at all time be available by phone during the project.

**CALIFORNIA LABOR CODE REQUIREMENTS:** The Contractor and all Subcontractors must comply with the California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (including federal labor requirements), all contracts as a result of this bid will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

**CONSTRUCTION MEETINGS:** Construction meetings will be scheduled by the Agency representative as required.

**OCCUPANCY:** The property will not be occupied during the performance of this contract.

**SUBCONTRACTING:** The following trade work must be performed by a Contractor/Subcontractor who holds the applicable specialty license. In the event that the General Contractor directly employs a worker (as one of their staff) who possesses the specialty license required for this project, and that worker will be actually performing the work, that specific specialty license requirement will be fulfilled for this project.

Trade	Specialty License
Electrical	C-10
Warm-Air Heating, Ventilation & AC	C-20

The Contractor must clearly state all trades (in excess of ½ of 1% of the total bid price) to be performed by Specialty Contractors on the List of Designated Subcontractors (Section 00410).

**CONTRACT EXECUTION:** If written notice of the acceptance of this Bid is mailed, telegraphed, or delivered to the undersigned within **sixty** (60) calendar days after the opening thereof, or at any time thereafter before this Bid is withdrawn, in writing, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bonds within **fourteen** (14) calendar days after contract is presented for signature.

**RIGHT TO REJECT ALL BIDS AND WAIVERS:** Bidder understands that the Agency retains the right, in its sole and exclusive discretion to (1) reject all bids for the subject project(s) and (2) waive any informalities in its consideration and review of the submitted bids.

**EXAMINATION OF WORKSITE AND CONTRACT DOCUMENTS:** The undersigned represents and warrants that the undersigned has examined the locations of the proposed work and is familiar with the

Initials: \_\_\_\_\_

local conditions at the places where the work is to be done, and the undersigned has reviewed and understands the plans, specifications, and other contract documents, and the undersigned is satisfied with all conditions for performance of the work.

**BIDDER'S CALCULATIONS:** The undersigned has checked carefully all of the bid's figures and calculations and understands that the Agency will not be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this bid.

**LIQUIDATED DAMAGES:** If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$100.00 for each calendar day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The contractor remains liable for damages caused other than by delay.

**NON-COLLUSION AFFIDAVIT:** Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person with respect to this proposal or any other proposal or the submitting of proposals for the contract which this proposal is submitted.

**CERTIFICATION OF NONSEGREGATED FACILITIES:** By signing this Bid the Bidder certifies that the Bidder does not maintain or provide for employees any segregated facilities at any establishment, and that the Bidder does not permit employees to perform their services at any location under the Bidder's control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. The Bidder further agrees to obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, to retain such certification on file, and to forward a notice to proposed subcontractors as provided in the Instructions to Bidders.

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

**NONDISCRIMINATION, WORKER'S COMPENSATION AND NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Bidder, in submitting a bid for performing the following work by contract certifies the following:

- (1) Bidder is in compliance with the Nondiscriminating requirements of the General Conditions.
- (2) Bidder is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and bidder will comply with these provisions before commencing the performance of the work of this contract.
- (3) Bidder states, under penalty of perjury, that no more than one final appealable finding of contempt of court by a Federal Court has been issued against the bidder within the immediately preceding two-year period because of the bidder's failure to comply with an order of a Federal Court ordering compliance with an order of the National Labor Relations Board.
- (4) Bidder certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Code of Regulations, Title II, Division 4, Chapter 5 in matters relating to the development, implementation, and maintenance of a nondiscrimination program. Bidder agrees that it will not unlawfully discriminate against employees, or applicants for employment, based on

Initials: \_\_\_\_\_

race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age (over forty).

This certification constitutes a part of the Bid, and signature on the signature portion of this Bid shall constitute signature of this certification.

**LIFE AND SAFETY QUESTIONNAIRE:** In accordance with Section 10162 of the Public Contract Code, bidder shall answer the following:

Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or Local government project because of a violation of law or a violation of a safety regulation?

YES \_\_\_\_\_ NO \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.  
(Attach additional pages if necessary.)

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I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on \_\_\_\_\_, 2019, at \_\_\_\_\_  
(Date) (City)  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

This information constitutes a part of the Bid, and the signature on portion of this Bid shall constitute signature of this document and its content.

Initials: \_\_\_\_\_

The bid must be signed in the same name-style in which the bidder is licensed. Bidder bidding jointly is specifically cautioned that the bidder must be jointly licensed, if applicable in the same form and style in which the bid is executed.

\*

\_\_\_\_\_  
(Legal Name of Bidder)

\_\_\_\_\_  
(If Corporation, list State of Incorporation)

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

\_\_\_\_\_  
(City, State Zip)

(        )  
\_\_\_\_\_  
(Phone Number)

(        )  
\_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(E-Mail Address)

\_\_\_\_\_  
(Contractor's License Number)

\_\_\_\_\_  
(Contractor's DIR Public Works Registration Number)

\_\_\_\_\_  
(Federal I.D. Number)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name of Bidder)

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

Date: \_\_\_\_\_, 2019.

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

**END OF SECTION**

Initials: \_\_\_\_\_



**SECTION 00410 – LIST OF DESIGNATED SUBCONTRACTORS**  
**Per California Public Contract Code Section 4104(a) & (b)**

Project Name: \_\_\_\_\_ Prime Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: (\_\_\_\_) \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Is Prime Contractor MBE/WBE owned?: Y/N (circle one)

DIR Public Works Registration No.: \_\_\_\_\_ Contractor License No.: \_\_\_\_\_ License Type(s): \_\_\_\_\_

SUBCONTRACTOR INFORMATION				
Subcontractor Name	Address (Street Address, City, State, Zip) and Telephone Number	Trade/Description of Work	DIR Public Works Registration Number	State Contractor's License #

**No subcontracting. All work to be completed by bidder.**

The "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Section 4100-4113, inclusive), with regard to public works requires subcontractors, if used and whose portion of the work will be in excess of one-half of 1 percent of the prime contractor's total bid, be listed in the prime contractor's bid or offer. The prime contractor may list only one subcontractor for each portion of the work.

The undersigned bidder hereby gives assurance that if contract is awarded to bidder; all subcontractors listed above are licensed by the State of California to perform the proposed work/trade. Bidder assures that no subcontractor shall be deleted or substituted for without the prior written approval of the SHRA Contracting Officer. Bidder further certifies, under penalty of perjury, that they and all subcontractors are registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code 1771.1(a).

**THIS FORM MUST BE SUBMITTED WITH BID**

\_\_\_\_\_  
 Signature of Contractor/Title

\_\_\_\_\_  
 Place (City) Signed

\_\_\_\_\_  
 Date

## SECTION 00410A – SUBCONTRACTING INFORMATION SHEET

### Subcontracting Fair Practices Act (California Public Contract Code Sections 4100-4114)

1. Persons making a bid to perform work on a project, who intend to subcontract various portions of work required for the project and the value of those subcontracts will be in excess of ½ of 1% of the prime contractor's total bid, shall in their bid (PCC Section 4104(a)(1):
  - a. List the business name and business address of each subcontractor that will be paid in excess of ½ of 1% of the prime contract.
  - b. List what portion of work the subcontractor will perform.
  - c. At SHRA option, we may request additional information about any listed subcontractor (i.e. Contractor's State License Number). Prime contractor has up to 24 hours after bid due date and time to provide requested information (PCC 4104(2)(A) & (B)).

The prime contractor may list only one subcontractor for each portion of work required for the project. If a prime contractor fails to specify a subcontractor or specifies more than one subcontractor for the same trade (in excess of ½ of 1% of the prime contract), the prime contractor agrees that he is qualified to perform that trade and will perform that trade (PCC Section 4104(b)).

2. A prime contractor whose bid is accepted may not:
  - a. Allow a subcontract to be voluntarily transferred or work performed by anyone other than the original, listed subcontractor without written consent of the SHRA Contracting Officer.
  - b. Substitute a subcontractor in place of the subcontractor listed in the original bid without the written consent of the SHRA Contracting Officer and only for the following reasons (PCC Section 4107(a)):
    - (1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.
    - (2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.
    - (3) When the listed subcontractor fails or refuses to perform his or her subcontract.
    - (4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.
    - (5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
    - (6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

- (7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.
- (8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- (9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Before approving a request for a substitution for any of the above reasons, the SHRA Contracting Officer must give written notice to the listed subcontractor and the reason(s) for the request. The notice must be sent certified mail; the subcontractor has 5 working days to submit written objections to the substitution request. Failure to respond to the written notice constitutes the listed subcontractor's consent to the substitution. If written objections are received, and the objection is upheld, the listed subcontractor must be used on the project. If the objections are denied, the listed subcontractor is to be notified in writing, at least 5 working days prior to a hearing being conducted on the request for substitution (PCC Section 4107(a)).

3. In the performance of "change orders" which cause changes or deviations from the original contract, the prime contractor may add subcontractors for any portion of the additional work (in excess of  $\frac{1}{2}$  of 1% of the prime contract) when the trade wasn't part of the original scope of work (PCC Section 4107(c)).
4. A prime contractor may subcontract any portion of work, in excess of  $\frac{1}{2}$  of 1% of his total bid, when no subcontractor was designated in the original bid in cases of public emergency or necessity and only after a written finding of the facts making it an emergency is made part of the public record of the awarding authority (SHRA). (PCC Section 4109).
5. If a prime contractor violates any of the above, he violates his contract; and SHRA may, at its discretion, (1) cancel the contract or (2) assess a penalty not more than 10% of the amount of the subcontract involved. For either of these violations the prime contractor is entitled to a hearing and 5 days notice prior to the hearing (PCC Section 4110). The prime contractor may also face disciplinary action by the Contractors State License Board.

**END OF SECTION**

**SECTION 00430 – NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of California )  
 )  
City of \_\_\_\_\_ )

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

1. Being \_\_\_\_\_  
(owner, partner, officer, representative, or agent)  
  
of \_\_\_\_\_, the Bidder who has submitted the attached Bid.
2. The Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person, to submit a collusive or sham Bid in connection with the contract for which the attached has been submitted, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure, through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Owner or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for said City and State

My commission expires \_\_\_\_\_, 20\_\_\_\_\_ .

**END OF SECTION**

**SECTION 00450 – LEAD-BASED PAINT CERTIFICATIONS**

**LEAD-BASED PAINT**

Section 401(b) of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) prohibits use of lead-based paint in rehabilitated structures using Federal funds in any form (24 CFR Part 35, Sub-part B).

“Lead-based paint” as defined in Section 501(s) of the Act as amended by PL94-317 (42 U.S.C. 4801 et seq), the National Consumer Information and Health Promotion Act of 1986 means:

- (1) Any paint containing more than five-tenths of one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied or both; or
- (2) With respect to paint which is manufactured after June 22, 1977 lead-based means that any paint containing more than six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

**I HEREBY CERTIFY THAT I WILL NOT USE LEAD-BASED PAINT ON THE STRUCTURE(S) LISTED ON THIS CONTRACT, AND I FURTHER ACKNOWLEDGE THAT I AM AWARE OF THE HAZARDS OF LEAD-BASED PAINT THAT MAY EXIST FROM PREVIOUSLY PAINTED SURFACES OF THE STRUCTURE(S).**

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

By \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**END OF SECTION**

**THIS FORM MUST BE SUMITTED WITH YOUR BID**

**SECTION 00490 – BID BOND**

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS, that we \_\_\_\_\_ as Principal, hereinafter called Principal, and \_\_\_\_\_ (Bonding Company), a corporation duly licensed under the laws of the State of California as Surety, hereinafter called the Surety, are held and firmly bound unto the Housing Authority of the City of Sacramento for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Invitation For Bid (IFB) No. 1942-MAAds ; 8042 Pegler Way Rehab 2019 at 8042 Pegler Way , Sacramento, CA 95823.

NOW, THEREFORE, if the Housing Authority of the City of Sacramento shall accept the bid of the Principal and the Principal shall enter into a contract with the Housing Authority of the City of Sacramento in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Housing Authority of the City of Sacramento the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Housing Authority of the City of Sacramento may in good faith contract with another party to perform work covered by said bid or an appropriate required amount as specified in the Invitation for Bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness)

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

(BONDING COMPANY)

\_\_\_\_\_  
(Witness)

By \_\_\_\_\_  
(Attorney-in-Fact)

The Power of Attorney of persons signing for the Surety Company must be attached.

**NOTE:** Date of Bid Bond must be prior to date of Contract.

1. Correct name of Contractor.
2. A Corporation; A Partnership; or an Individual, as case may be, attached.
3. Correct name of Surety.
4. If Contractor is Partnership, all partners must execute Bid Bond.
5. Bid Bond to be equivalent to 5% (percent) of the amount bid; or:
6. Five (5)% (percent) of the amount bid in the form of the following (**\*made out to the Housing Authority of the City of Sacramento**):
  - a. \*A certified check.
  - b. \*A bank draft.
  - c. U.S. Government Bonds at par value (made out to "bearer" or otherwise negotiable by the Agency).

**END OF SECTION**



## SECTION 00500 – FORM OF CONSTRUCTION CONTRACT 1942-MAdS

Terms in the contract:

Work: 8042 Pegler Way Rehab 2019  
Agency: Housing Authority of the City of Sacramento  
Property: 8042 Pegler Way , Sacramento, CA 95823  
CFDA Number: N/A  
Funding Source: Housing Ops  
Architect: Anders & Falltrick  
Contractor: \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, in the year Two Thousand and Nineteen, by and between the Contractor and the Agency.

WITNESSETH, that the Contractor and the Agency, for the consideration stated herein, mutually agree as follows:

### ARTICLE 1: SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, and services, and perform and complete all work required in strict compliance with the Project Contract Manual, Technical Specifications Manual, Drawings, and/or any Addenda for the above referenced project:

Addendum 1 dated \_\_\_\_\_,  
Addendum 2 dated \_\_\_\_\_, and  
Addendum 3 dated \_\_\_\_\_, which are incorporated herein and made a part thereof for the work described on the Agency owned Property.

### ARTICLE 2: CONTRACT PRICE

The Agency shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the Total sum of

\_\_\_\_\_ DOLLARS (\$ - \_\_\_\_\_).

This contract price shall be complete, including fees for building permits and including all other permits and governmental fees, licenses and inspections necessary for the proper execution of the work as specified in Section 00400, Bid Form.

### ARTICLE 3: INSURANCE REQUIREMENTS

Failure to maintain the required insurance coverage is a material breach of the Contract. Agency shall nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Vendor must immediately reimburse Agency for any and all costs incurred by Agency in obtaining or maintaining such insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to the vendor under the Contract and to reduce the compensation payable to the vendor under the Contract by such amount.



Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty-eight **(48)** hours of such cancellation or non-renewal.

**Contractor's Initials** \_\_\_\_\_

**ARTICLE 4: INDEMNIFICATION**

Contractor shall hold harmless, defend at its own expense, and indemnify Agency/Authority, to extent permitted by law, against any and all liability, claims, losses, damages or expenses, including reasonable attorney fees, arising from all acts or omissions to act of Contractor or its employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Agency's/Authority's sole negligence or willful acts. This indemnification provision shall survive the term of the contract.

**ARTICLE 5: CALIFORNIA LABOR CODE REQUIREMENTS**

The Contractor and all Subcontractors, of any tier, must comply with the requirements of the California Labor Code including but not limited to Sections 1771, 1774, 1775, 1776, 1777.5, 1813 and 1815. Contractors are required to register with the Department of Industrial Relations (DIR). Notwithstanding any other requirements (including federal labor requirements), this contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

**ARTICLE 6: CONTRACT DOCUMENTS**

The Contract shall consist of the following component parts:

**Attached:**

- A. General Conditions for Construction Contracts (HUD-5370, Section 00210).
- B. Supplemental General Conditions for Construction Contracts (Section 00211).
- C. Public Works: California Labor Code (Section 00240).
- D. Wage Decision- (Section 00260).
- E. Bid Form (Section 00400).
- F. List of Designated Subcontractors (Section 00410).
- G. Bid Guarantee or Bid Bond (Section 00490).
- H. General Liability & Automotive Liability Insurance Certificates.
- I. Workmen's Compensation Insurance Certificate.
- J. Bid Result Spreadsheet.

**Incorporated in Contract by Reference:**

- K. Notarized Non-Collusion Affidavit of Prime Bidder (Section 00430).
- L. Lead-Based Paint Certification (Section 00450).
- M. Performance Bond (Section 00520).
- N. Labor & Material Payment Bond (Section 00530).
- O. Declaration of Understanding and Intent to Comply with Section 3 Requirements (Section 00620).
- P. Certificate of Substantial Completion (Section 00810).
- Q. Guarantee Form (Section 00820).
- R. Notarized Certificate and Release (Section 00830).
- S. Contract Manual dated June 20, 2019
- T. Technical Specifications Manual dated June 20, 2019

- U. Drawings dated June 20, 2019.
- V. Addenda No. \_\_, and \_\_ (in reverse numerical order).
- W. Change Orders issued during course of construction.
- X. Schedule of Amounts for Contract Payments (form HUD-51000).
- Y. Periodic Estimate for Partial Payment (form HUD-51001).
- Z. Schedule of Change Orders (form HUD-51002) issued during course of construction.
- AA. Schedule of Materials Stored (form HUD-51003).
- BB. Summary of Materials Stored (form HUD-51004).

This instrument, together with the other documents enumerated in this Article 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract.

**CONTRACTOR**

**AGENCY**

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

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

La Shelle Dozier  
Executive Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Agency Counsel

**CONTRACTOR**

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

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

Title: \_\_\_\_\_

Tax I.D. #: \_\_\_\_\_

License #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State, Zip)

**CERTIFICATION OF AUTHORITY**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_, of the Corporation who signed this Contract on behalf of the Contractor, was then \_\_\_\_\_ of said Corporation; that said Contract was duly signed, for and in behalf of said Corporation by authority of its governing body and is within the scope of its Corporate powers.

I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute the attached document for Contractor in the capacity I have stated, and that such execution is sufficient to bind the Contractor. Executed in \_\_\_\_\_ County, California, on \_\_\_\_\_.

\_\_\_\_\_  
Contractor's Signatory

Name \_\_\_\_\_

Title \_\_\_\_\_

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

**END OF SECTION**

## SECTION 00510 – INSURANCE REQUIREMENTS

### **BASIC REQUIREMENTS**

Any questions or concerns regarding insurance coverage should be discussed with Procurement Services, General Counsel, or Risk Management. Work should not proceed until insurance issues/ concerns are resolved.

During the term of the contract, the vendor must maintain the following insurance coverage from insurance providers licensed to do business in California and having a Best's rating of at least A-VII, or a rating of such other rating service as the Agency, in its sole discretion, shall require.

1. **Commercial General Liability** – A policy of comprehensive general liability insurance which shall include, without limitation, coverage for contractual liability, public liability and property damage, written for not less than the single limit liability coverage stated.
  - a. Contractor shall provide Commercial General Liability Insurance using ISO “Commercial General Liability” policy form CG 00 01, with limits of no less than \$1,000,000 per occurrence for all covered losses and \$2,000,000 general aggregate and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less.
  - b. Infrastructure projects and projects over one million dollars need to be reviewed by General Counsel to determine insurance limits.
2. **Automobile Liability** – If motor vehicles are used in performing services in connection with this Contract, a policy of automobile liability insurance written for not less than the liability coverage stated.
  - a. If motor vehicles are used in connection with this Contract, Three Hundred Thousand Dollars (\$300,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less.
  - b. For construction and maintenance service contracts, contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
  - c. For contracts where a motorized vehicle is required for the performance of contracted services (appraisers, real estate brokers, etc.), contractor shall provide auto liability coverage for owned, nonowned, and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$1,000,000 per accident and having a deductible of Five Thousand Dollars (\$5,000) or less.
3. **Workers Compensation** – A workers compensation policy which covers all employees of vendor and each and every subcontractor and which is written in accordance with California law.
  - a. Contractor shall provide Workers Compensation and Employers Liability Insurance on a state approved policy form providing benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
  - b. California law requires a company to have Worker's Compensation insurance if they have one (1) or more employees. It is required whether the employee is full-time, part-time, or temporary. All employees of a company as legally defined including corporate officers and directors must be included in the Worker's Compensation policy unless they are owners of the firm. An owner of a firm is defined as having a 25% interest in the firm.

- c. A family member is an employee unless he/she is an owner in the firm. An owner of a firm is defined as having a 25% interest in the firm.
  - d. Roofers are required to have Worker's Compensation for the owner. It does not matter whether or not the company has employees; the company must have Worker's Compensation, because the owner must be covered.
4. Product Liability or Excess Liability – Construction contracts for work over \$5,000 require Product Liability or Excess Liability insurance for the coverage stated.
  - a. For construction contracts over \$5,000.
  - b. Contractor shall provide "all risk" coverage for the completed value of the project. Policies shall contain the following provisions: (1) Agency shall be named as loss payee; and (2) the insurer shall waive all rights of recovery against Agency.
  - c. Not required for modernization work which does not involve structural alterations or additions and where the Agency's existing fire and extended coverage policy can be endorsed to include such work.
  - d. The Contractor shall obtain and maintain, during the term of the Contract, property insurance upon the Project at an amount equal to the full insurable value of the Project at all times. The insurance shall include the interest of the Agency and the contractor as named insured, and all subcontractors and sub-contractors as their interest may appear, in the Project and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including without duplication of coverage, theft, vandalism, and malicious mischief.
5. Professional Liability (Errors or Omissions) – only required for Design Professionals or Attorneys. The architect / engineer shall maintain errors and omissions insurance at all times the Contract is in effect and for a period of five years (or for as long as available at commercially reasonable rates) after final completion of the Project.
  - a. Coverage of not less than \$1,000,000 per occurrence and a deductible of not more than \$25,000.
6. Failure to maintain the required insurance coverage is a material breach of the Contract. Agency shall, nevertheless, have the right, without obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Vendor must immediately reimburse Agency for any and all costs incurred by Agency in obtaining or maintaining such insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to the vendor under the Contract and to reduce the compensation payable to the vendor under the Contract by such amount.

Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty-eight **(48)** hours of such cancellation or non-renewal.
7. Before beginning any work under the Contract, vendor must provide Agency with certificates of insurance with attached endorsements. Certificates of Insurance alone will not be accepted by the Agency. Vendor may be requested to provide complete copies of the insurance policies demonstrating the required coverage. Vendor must assure that such certificates are in a form reasonably acceptable to the Agency and reflect fulfillment of all of the requirements of the Contract.

**Certificate Holder**

The named Certificate Holder on all certificates of insurance shall be:

Sacramento Housing and Redevelopment Agency and its constituent entities  
801 12<sup>th</sup> Street  
Sacramento, CA 95814

**Agency as Additional Insured**

The General Liability and Automobile Liability insurance policies shall name the Sacramento Housing and Redevelopment Agency and its constituent entities” as additional insureds.

**30-Day Cancellation**

1. For contracts which require more than 30 days for the performance of work, the vendor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. **All** insurance certificates and the underlying policies shall each contain a provision stating that coverages afforded under the policies shall not be canceled until at least thirty (30) days prior written notice has been given to the Agency at the following address:

Sacramento Housing & Redevelopment Agency and its constituent entities  
801 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

2. There are two ways to satisfy this requirement:

- a. The cancellation clause on the certificate of insurance may be modified to read as follows:

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will ~~endeavor to~~ mail 30 days written notice to the certificate holder named to the left, ~~but failure to mail such a notice shall impose no obligation or liability of any kind upon the company, its agents or representative.~~

- b. The following statement may be included on the insurance certificate:

Notice of cancellation will be provided within ten (10) days for non-payment, and within thirty (30) days all others.

**END OF SECTION**

## SECTION 00520 – PERFORMANCE BOND

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_ (Here insert full name and address or legal title of Contractor) as  
Principal, hereinafter called Contractor, and \_\_\_\_\_  
\_\_\_\_\_  
(Bonding Company), a corporation duly licensed under the laws of the State of California as Surety,  
hereinafter called the Surety, are held and firmly bound unto Housing Authority of the City of Sacramento as  
Obligee, in the amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their  
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 2019 entered into a contract  
with the Housing Authority of the City of Sacramento for Invitation for Bid (IFB) No. 1942-MAdS ; 8042  
Pegler Way Rehab 2019 at 8042 Pegler Way , Sacramento, CA 95823 in accordance with the Bid Form  
prepared by  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Here insert full name and address of legal title of Contractor) which contract is by reference made a part  
hereof referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly  
and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full  
force and effect. The Surety hereby waives notice of any alteration of extension of time made by the Housing  
Authority of the City of Sacramento and its obligation is not affected by any such alteration or extension  
provided the same is within the scope of the contract. Whenever Contractor shall be, and is declared by the  
Housing Authority of the City of Sacramento to be in default under the Contract, the Housing Authority of the  
City of Sacramento having performed the Housing Authority of the City of Sacramento obligations  
thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and  
upon determination by the Housing Authority of the City of Sacramento and the Surety jointly of  
the lowest responsive, responsible bidder, arrange for a contract between such bidder and the  
Housing Authority of the City of Sacramento and make available as work progresses (even though  
there should be a default or succession of defaults under the contract or contracts of completion  
arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the  
contract price; but not exceeding, including other costs and damages for which the Surety may be  
liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract  
price," as used in this paragraph, shall mean the total amount payable by the Housing Authority of  
the City of Sacramento to Contractor under the Contract and any amendments thereto, less the  
amount property paid by the Housing Authority of the City of Sacramento to Contractor. No right  
of action shall accrue on this bond to or for the use of any person or corporation other than the  
Housing Authority of the City of Sacramento or successors of the Housing Authority of the City of  
Sacramento.



Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness)

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

(BONDING COMPANY)

\_\_\_\_\_  
(Witness)

By \_\_\_\_\_  
(Attorney-in-Fact)

The Power of Attorney of persons signing for the Surety Company must be attached.

**NOTE:** Date of Performance Bond must not be prior to date of Contract.

1. Correct name of Contractor.
2. A Corporation; A Partnership; or an Individual, as case may be, attached.
3. Correct name of Surety.
4. If Contractor is Partnership, all partners must execute Performance Bond.
5. The following **(made out to the Housing Authority of the City of Sacramento)**:  
a Performance Bond for 100% of the contract price.

**END OF SECTION**

**SECTION 00530 – LABOR & MATERIAL PAYMENT BOND**

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_(Here insert full name and address or legal title of Contractor) as  
Principal, hereinafter called Principal, and \_\_\_\_\_  
\_\_\_\_\_(Bonding Company), a corporation duly licensed under the laws of the State of California, as Surety,  
herein called the Surety, are held and firmly bound unto Housing Authority of the City of Sacramento, as  
Obligee, hereinafter called the Housing Authority of the City of Sacramento, for the use and benefit of  
claimants as herein below defined, in the amount of \_\_\_\_\_  
\_\_\_\_\_Dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and  
Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, 2019 entered into a  
contract with the Housing Authority of the City of Sacramento for Invitation For Bid (IFB) No. 1942-MAdS ;  
8042 Pegler Way Rehab 2019 at 8042 Pegler Way , Sacramento, CA 95823 in accordance with the Bid  
Form prepared by  
\_\_\_\_\_  
\_\_\_\_\_

(Here insert full name and address of legal title of Contractor) which contract is by reference made a part  
hereof referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly  
make payment to all claimants as hereinafter defined, for all labor and material used or reasonably  
required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall  
remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of  
the Principal for labor, material, or both, used or reasonably required for use in the performance  
of the Contract, labor and material being construed to include that part of water, gas, power, light,  
heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Housing  
Authority of the City of Sacramento that every claimant as herein defined, who has not been paid  
in full before the expiration of the period of ninety (90) days after the date on which the last of  
such claimant’s work or labor was done or performed, or materials were furnished by such  
claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment  
for such sum or sums as may be justly due claimant, and have execution thereon. The Housing  
Authority of the City of Sacramento shall not be liable for the payment of any costs or expenses of  
any such suit.
3. No suit or action shall be commenced herein under by any claimant:
  - a. Unless claimant, other than one having a direct contract with Principal, shall have given  
written notice to any two of the following: the Principal, the Housing Authority of the City  
of Sacramento, or the Surety above named, within ninety (90) days after such claimant  
did or furnished the last of the materials for which said claim is made, stating with  
substantial accuracy the amount claimed and the name of the party to whom the  
materials were furnished, or for whom the work or labor was done or performed. Such  
notice shall be personally served or served by mailing the same by registered mail or

certified mail, postage prepaid, in an envelope addressed to the Principal at any place the Principal maintains an office or conducts its business.

- b. After the expiration of one (1) year following the date on which the last of the labor was performed or material was supplied by the party bringing suit.
  - c. Other than in court of competent jurisdiction for the county or district in which the construction contract was to be performed.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith herein under, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness)

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

(BONDING COMPANY)

\_\_\_\_\_  
(Witness)

By \_\_\_\_\_  
(Attorney-in-Fact)

The Power of Attorney of persons signing for the Surety Company must be attached.

**NOTE:** Date of Labor & Material Payment Bond must not be prior to date of Contract.

- 1. Correct name of Contractor.
- 2. A Corporation; A Partnership; or an Individual, as case may be, attached.
- 3. Correct name of Surety.
- 4. If Contractor is Partnership, all partners must execute Labor & Material Payment Bond.
- 5. The following **(made out to the Housing Authority of the City of Sacramento)**:  
a Labor & Material Payment Bond for 100% of the contract price.

**END OF SECTION**



**SECTION 00560: CONTRACTOR INFORMATION SHEET**

Project Name \_\_\_\_\_

Project Number \_\_\_\_\_ Project Dollar Amount \_\_\_\_\_

The following information is being collected for reporting purposes to HUD. Please read the descriptions below and indicate the appropriate categories for you and any sub-contractors.

M/WBE DESIGNATION CODES			
MA	Male Asian	WA	Women Asian
MB	Male Black	WB	Women Black
MH	Male Hispanic	WH	Women Hispanic
MN	Male Native American	WN	Women Native American
MO	Male Other (including Caucasian)	WO	Women Other (including Caucasian)

BUSINESS SIZE		
Small Business (SB)	Very Small Business (VSB)	N/A
A business with 50 or fewer employees, and average annual gross receipts of \$5 million or less over the previous three tax years; or a manufacturer with 50 or fewer employees	A business with 25 or fewer employees, and average annual gross receipts of \$2.5 million or less over the previous three tax years; or a manufacturer with 25 or fewer employees	All other businesses

SECTION 3 BUSINESS
51% or more owned by Section 3 residents <b>or</b> employs Section 3 residents for at least 30% of its full-time, permanent staff; <b>or</b> provides evidence of a commitment to subcontract to Section 3 business concerns by awarding 25% or more of the dollar amount of awarded contracts to businesses that meet either of the above qualifications.

Prime Contractor \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Contract Amount \_\_\_\_\_ M/WBE Designation Code \_\_\_\_\_  
 DUNS No. \_\_\_\_\_ Tax ID # \_\_\_\_\_  
 Business Size \_\_\_\_\_ Section 3 Business (circle one) Yes No

Sub Contractor \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_  
 Trade \_\_\_\_\_ Tax ID # \_\_\_\_\_  
 Contract Amount \_\_\_\_\_ M/WBE Designation Code \_\_\_\_\_  
 Business Size \_\_\_\_\_ Section 3 Business (circle one) Yes No

(Please complete other side)

Sub Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Trade \_\_\_\_\_ Tax ID # \_\_\_\_\_  
Contract Amount \_\_\_\_\_ M/WBE Designation Code \_\_\_\_\_  
Business Size \_\_\_\_\_ Section 3 Business (circle one) Yes No

Sub Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Trade \_\_\_\_\_ Tax ID # \_\_\_\_\_  
Contract Amount \_\_\_\_\_ M/WBE Designation Code \_\_\_\_\_  
Business Size \_\_\_\_\_ Section 3 Business (circle one) Yes No

Sub Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Trade \_\_\_\_\_ Tax ID # \_\_\_\_\_  
Contract Amount \_\_\_\_\_ M/WBE Designation Code \_\_\_\_\_  
Business Size \_\_\_\_\_ Section 3 Business (circle one) Yes No

Sub Contractor \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Trade \_\_\_\_\_ Tax ID # \_\_\_\_\_  
Contract Amount \_\_\_\_\_ M/WBE Designation Code \_\_\_\_\_  
Business Size \_\_\_\_\_ Section 3 Business (circle one) Yes No

Please use additional sheets if necessary

I certify that all the information provided above is true and accurate.  
Initial at bottom of first page and print and sign name below.

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## SECTION 00610

### ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS

**The following is applicable to all contracts related to this project.**

- A. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.
- B. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. Contractor will include this Employment Clause in every subcontract for work in connection with the project.
- E. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:
  1. Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;
  2. Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;
  3. Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
  4. Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
  5. Making a good faith effort to fill all of the positions identified in Paragraph (4) of this Section with lower income project area residents.



**SECTION 00620 – DECLARATION OF UNDERSTANDING AND INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS**

**General Submittal Instructions**

**Bidder/Proposer AND its first-tier subcontractors are required to submit a completed Section 3 and Economic Opportunity Plan(s) with bid.** A “non-responsive” determination may be made due to non-submittal.

**Bidder/Proposer AND its first-tier subcontractors whose Economic Plans indicate no subcontract awards to certified Section 3 Business Concerns will be required to submit supporting documentation for review and approval verifying outreach efforts and attempts to award subcontracts to Section 3 Business Concerns in bid.** A “non-responsive” determination shall be made due to a lack of documented outreach to Section 3 Business Concerns by the Bidder/Proposer. Exception: bid/proposal indicating no projected hiring and/or subcontracting opportunities.

**Special Instructions for SHRA Developers**

Submit all completed Section 3 and Economic Opportunity Plans before construction begins or at the beginning of each project phase (determined on case-by-case). Developers submit completed Plans to:

Sacramento Housing and Redevelopment Agency  
 Procurement/Section 3  
 801 12<sup>th</sup> St, 2<sup>nd</sup> Floor  
 Sacramento, CA 95814  
[Section3@shra.org](mailto:Section3@shra.org)

<b>Prime Contractor Name:</b>	<b>Subcontractor:</b>
<b>Contact Name:</b>	<b>Email Address:</b>
<b>Telephone Number:</b>	<b>Dollar Value of</b> <input type="checkbox"/> <b>Contract</b> <input type="checkbox"/> <b>Subcontract</b> \$

***Check All That Apply For This Project And Follow Instructions As Applicable***

- I am the Prime Contractor
- I am a Subcontractor
- Prime/Sub Contractor will comply with Section 3 outreach for subcontracts as a result of this bid/proposal
- Prime/Sub Contractor will comply with Section 3 new hires as a result of this bid/proposal
- There will be no subcontracts or new hires as a result of this bid/proposal

***Bidder for the above bid/solicitation number and project hereby understands and agrees to comply with all provisions of Section 3 as set forth in 24CFR135.38 and SHRA’s Section 3 requirements, as applicable. Noncompliance with HUD’s Section 3 regulations may result in sanctions, termination of the contract/agreement for default and debarment or suspension from future HUD-assisted contracts.***

**Authorized Official’s Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

**SUBMIT WITH BID/OFFER BY PRIME CONTRACTOR ONLY**



**SECTION 00640 – EMPLOYEE ROSTER**

**Contractor/Subcontractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Project Number:** \_\_\_\_\_

**Number of company employees who will perform work on this project:** \_\_\_\_\_

Instructions: Using the example listed below, please complete (type or legibly print) information for all employees of the company. USE ADDITIONAL PAGES OF THIS FORM WHERE NECESSARY AND NUMBER EACH PAGE.

EMPLOYEE NAME	HOME STREET ADDRESS CITY, STATE, ZIP	WORK CLASSIFICATIONS (DAVIS-BACON)
John Doe	3333 North Elm, Anytown	Carpenter

**TOTAL NUMBER OF EMPLOYEES:** \_\_\_\_\_

I declare that the above is true and correct to the best of my knowledge.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

**THIS FORM TO BE SUBMITTED WITHIN 10 DAYS OF NOTICE OF AWARD**





### SECTION 00650 - SHRA SECTION 3 JOB ORDER & REFERRAL FORM

This Form helps contractors and subcontractors hire Section 3 residents and achieve compliance with the Section 3 goals. It also serves to document requests, referrals and track placements of Section 3 residents. An added feature is the documentation of waivers where availability of Section 3 residents for a particular trade may be zero. This form guides compliance determinations at project end. The Form must be submitted to SHRA at [section3@shra.org](mailto:section3@shra.org). Third party requests by hon and/or informally on job sites will not count as a documented request. Please complete the Form as indicated below, date, sign and forward as appropriate. (Please verify receipt of referral form).

To be Completed by PRIME/SUBCONTRACTOR

**Contractor or Subcontractor** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Project Number:** \_\_\_\_\_

**Job Location:** \_\_\_\_\_

**Work Start Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_ **Estimated # Work Hours** \_\_\_\_\_

Classification:	Skill Level	
1. Trade: _____	Journeyman _____	Apprentice _____
2. Trade: _____	Journeyman _____	Apprentice _____
3. Trade: _____	Journeyman _____	Apprentice _____

Experience Required For Classifications Listed Above:  
1. Trade: \_\_\_\_\_  
2. Trade: \_\_\_\_\_  
3. Trade: \_\_\_\_\_

Selection Criteria: (please check one or more as needed)  
 Military Service     Union     Driver's Lic     Other  
 Non-Union    CDL Class \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

**SUBMIT THIS FORM TO:**  
  
SHRA Procurement Services  
801 12<sup>th</sup> Street  
Sacramento, CA 95814  
[Section3@shra.org](mailto:Section3@shra.org)

To be Completed by SHRA

**A. SHRA is formally referring the following individuals:**

Name: \_\_\_\_\_ Last 4 SS# \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ email: \_\_\_\_\_  
Skill/Trade & Level: \_\_\_\_\_

Name: \_\_\_\_\_ Last 4 SS# \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ email: \_\_\_\_\_  
Skill/Trade & Level: \_\_\_\_\_

Name: \_\_\_\_\_ Last 4 SS# \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ email: \_\_\_\_\_  
Skill/Trade & Level: \_\_\_\_\_

Name: \_\_\_\_\_ Last 4 SS# \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ email: \_\_\_\_\_  
Skill/Trade & Level: \_\_\_\_\_

**Referrals ARE NOT available at this time.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**



### SECTION 00680 – NEW HIRE QUESTIONNAIRE (2019)

Contractor/firm: \_\_\_\_\_ Project Name/Number: \_\_\_\_\_

**Note to employer:** Use this form as part of your new hire process. You may send this form to Compliance Services by mail or fax. It is due one week after hire.

#### Questionnaire

Your employer is required to furnish the following information in complying with the terms of the contract for this project. All information you provide will be **confidential** and will be used to prepare statistical reports to determine the economic impact this job has on the community. Your responses will not affect your employment situation. Please complete all requested information and return this form to your employer.

#### 1. New Hire

First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_ Last Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Job Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Gender: \_\_\_\_\_ Male \_\_\_\_\_ Female

Ethnic Code: \_\_\_\_\_

1–White/Caucasian; 2–Black/ African American; 3–Native American; 4–Hispanic; 5–Asian/Pacific Islander; 0–Other

#### 2. Income

Please provide your household income **before taking this job**. Please review the chart below, match your household size (include yourself) with the **maximum** household income; then, place a check mark in the space below next to the category type (“*Within Limits of Chart*” or “*In Excess of Limits of Chart*”) that applies to your household.

INCOME LIMITS – 2019								
Number in Household	1	2	3	4	5	6	7	8
Maximum Household Income	\$46,850	\$53,550	\$60,250	\$66,900	\$72,300	\$77,650	\$83,000	\$88,350

*For example, if your household size is 3 and the total annual household income was \$55,000.00, you would fall within the income limits of the chart. From the chart above, the income was below the maximum for a family of 3 (\$60,250.00). You would check “Within Limits of Chart.”*

**Mark one category:** Within Limits of Chart \_\_\_\_\_ In Excess of Limits of Chart \_\_\_\_\_

#### 3. Job Source: how did you find about this job?

Referred by: \_\_\_\_\_ Recruited by: \_\_\_\_\_

Other: \_\_\_\_\_

#### 4. Statement

I declare that the above is true and correct to the best of my knowledge.

Your signature: \_\_\_\_\_ Date: \_\_\_\_\_

Feel free to contact us should you have any questions. Thank you.

Sacramento Housing and Redevelopment Agency – Procurement Services  
801 12<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Sacramento CA 95814  
(916) 440-1378: Fax - (916) 442-6736

**END OF SECTION**



### SECTION 00685 – NEW HIRE TRACKING SUMMARY

**Contractor/Subcontractor:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Project Number:** \_\_\_\_\_

**Total number of employees who performed work on this project:** \_\_\_\_\_

You are required to furnish the following information to comply with the terms of the contract for this project. It is the responsibility of the prime contractor to collect the completed form from all subcontractors working on this project and compile the information on one form to submit for the entire project.

During the course of the project you and/or your subcontractor(s) may find the need to hire new workers. "New Hires" are defined as persons hired specifically to perform work on this project. Should "New Hires" be necessary, you are encouraged to hire Section 3 residents. Each new hire applicant is to complete a New Hire Questionnaire at the time of applying for a position.

Collect, tally and record the following information during the course of the project (use additional sheets if necessary). This requirement applies to **all** contractors and subcontractors working on this project.

Number of new hires: \_\_\_\_\_ Number of Section 3 new hires: \_\_\_\_\_

Number of job inquiries: \_\_\_\_\_

Number of job applicants: \_\_\_\_\_ Number of Section 3 job applicants: \_\_\_\_\_

Number of Section 3 resident job offers: \_\_\_\_\_

Number of Section 3 resident hires: \_\_\_\_\_

**In the table below, please list:**

1. What trades/classifications/professions (e.g. carpenter, plumber, laborer, architect, engineer, etc.) were hired specifically for this project.
2. Total number of New Hires for each trade/classification/profession.
3. Number of New Hires that were Section 3.

TRADE/CLASSIFICATION/PROFESSION	TOTAL NEW HIRES	SECTION 3 NEW HIRES

I declare that the above is true and correct to the best of my knowledge.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

# Equal Employment Opportunity is **THE LAW**

## Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of an institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



# NOTICE

## (SECTION 00720 – NOTICE - POSTER)

The contractor and subcontractor(s), if any, are committed to making employment and business opportunities available to residents and businesses in this community. This construction project may provide such opportunities.

If you have the skills and are interested in a construction or construction-related job or are in a business in which the contractor may be interested in, please contact:

Contractor (business card/label)

**or,**

the Sacramento Housing and Redevelopment Agency at 916-440-1378.

The contractor is an equal opportunity employer.

The above statement is a solicitation for interest in employment and contracting opportunities. It is not intended as a job or contracting offer.

This notice complies with the Section 3 Policy and 24 CFR 135.38 (c).

Sacramento Housing and Redevelopment Agency, Procurement Services, 801 12<sup>th</sup> Street, 2<sup>nd</sup> Floor,  
Sacramento, CA 95814

**SECTION 00810**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Distribution to:

SHRA

ARCHITECT

CONTRACTOR

AUTH. FIELD REP.

OTHER

---

<b>PROJECT:</b>	8042 Pegler Way Rehab 2019	<b>ARCHITECT:</b>	Anders & Falltrick
<b>TO (Owner):</b>	Housing Authority of the City of Sacramento	<b>CAL NUMBER(s):</b>	6006
	[Date]	<b>CONTRACTOR:</b>	[Contractors Firm Name]
<b>DATE OF ISSUANCE:</b>		<b>CONTRACT NO.:</b>	1942-MAdS
		<b>CONTRACT DATE:</b>	[Contract Date]

---

**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:** 8042 Pegler Way , Sacramento, CA 95823 in accordance with Technical Specifications Manual, Drawings, Addendum and/or Addenda issued, & Field Change Directives (Change Orders) and/or Amendments issued during the course of construction.

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as [Date], which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

**DEFINITION OF DATE OF SUBSTANTIAL COMPLETION**

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

Anders & Falltrick  
ARCHITECT

\_\_\_\_\_ BY \_\_\_\_\_ DATE \_\_\_\_\_

The Contractor will complete or correct the Work on the list of items attached hereto within seven (7) days from the above Date of Substantial Completion. (Note: Punch List given under separate cover).

[Contractors Firm Name]  
CONTRACTOR

\_\_\_\_\_ BY \_\_\_\_\_ DATE \_\_\_\_\_

The Owner accepts the work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00 PM on [Date].

Housing Authority of the City of Sacramento  
OWNER

\_\_\_\_\_ BY \_\_\_\_\_ DATE \_\_\_\_\_

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: (Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage; Contractor shall secure consent of surety company, if any.)

As detailed in the Contract Documents

**SECTION 00820 – GUARANTEE FORM**

Terms in the Guarantee Form:

"Work": 8042 Pegler Way Rehab 2019  
"Agency": Housing Authority of the City of Sacramento  
"Property": 8042 Pegler Way , Sacramento, CA 95823  
"Contractor": \_\_\_\_\_  
(Insert Contractor's business name)

We, the Contractor, hereby guarantee the Work on Agency Property which we furnished or constructed in the City of Sacramento for the Agency for a period of one (1) year from the date of acceptance thereof by said Agency, in accordance with the guarantee required in the Contract Documents. We agree to repair or replace any or all such work, together with all or any other work which may be displaced in so doing, that may be proven defective in workmanship or material within the applicable guarantee period from the date of acceptance, without expense whatsoever to the Agency, ordinary wear and tear, and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within ten (10) days time, after being notified in writing, we, collectively or separately, do hereby authorize the Authority to proceed to have the defects repaired and made good at our expense and will pay the costs and damages therefore, immediately upon demand.

Signed: \_\_\_\_\_  
(Signature of Prime Contractor)

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

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

Dated: \_\_\_\_\_

**END OF SECTION**



**SECTION 00830 – CERTIFICATE AND RELEASE**

Terms in the Certificate and Release:

"Work": 8042 Pegler Way Rehab 2019  
"Agency": Housing Authority of the City of Sacramento  
"Property": 8042 Pegler Way , Sacramento, CA 95823

FROM: \_\_\_\_\_  
(Insert Contractor's business name)

TO: Sacramento Housing & Redevelopment Agency  
Construction Services  
801 12<sup>th</sup> Street  
Sacramento, CA 95814

Reference: Contract No. 1942-MAdS entered into the \_\_\_ day of \_\_\_\_\_, 2019, between the Housing Authority of the City of Sacramento, Sacramento, California, hereinafter called the Agency, and \_\_\_\_\_, of \_\_\_\_\_, California, hereinafter called the Contractor, for the work on the property referenced in IFB No. 1942-MAdS located in the CITY of Sacramento, California.

KNOW ALL MEN BY THESE PRESENTS

1. The undersigned hereby certifies that there is due and payable under the contract and duly approved Change Orders and modifications the undisputed balance of:

\$ \_\_\_\_\_

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1 hereof there are outstanding and unsettled the following items which are just and due and owing by the Agency to the Contractor.

<u>Item</u>	<u>Amount</u>
a. _____	_____
b. _____	_____
c. _____	_____

3. The undersigned further certifies that all work required under this contract including work required under Change Order number(s) \_\_\_\_\_ has/have been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.
4. Except for the amounts stated in paragraphs 1 and 2 hereof the undersigned has received from the Agency, all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.
5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the Agency from any and all claims arising under or by virtue of this contract

except the amounts listed in paragraph 2 hereof; provided, however, that if for any reason the Agency does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon payment of the amounts listed in paragraph 2 hereof, and of any amount which may be deducted from paragraph 1 hereof, the Contractor releases the Agency from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the Agency may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

I, \_\_\_\_\_, being first duly sworn on oath, deposes and says, first, that he is the Owner/Authorized Agent of the Company; second, that he has read the foregoing Certificate and Release by him/her subscribed as Owner/Authorized Agent of the Company.

Affiant further states that the matters and things stated therein are, to the best of his/her knowledge and belief, true.

\_\_\_\_\_  
Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary

My commission expires \_\_\_\_\_

**END OF SECTION**

# Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157  
(Exp. 1/31/2017)

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

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

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

Project Name and Location	Project Number
---------------------------	----------------

Name, Address, and Zip Code of Contractor
---

Nature of Contract	Contract Number
--------------------	-----------------

Approved for Contractor by	Title	Date (mm/dd/yyyy)
----------------------------	-------	-------------------

Approved for Architect by	Title	Date (mm/dd/yyyy)
---------------------------	-------	-------------------

Approved for Owner by	Title	Date (mm/dd/yyyy)
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Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

<b>Total Amount of Contract or Carried Forward</b>	\$
--	----

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

Signature of authorized representative	Date signed (mm/dd/yyyy)
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**Instructions for Preparation of form HUD-51000**

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

**Master List of Items**

Item No.	Division of Work	Item No.	Division of Work	Item No.	Division of Work
	Bond	20	Rough Carpentry		<b>Site Improvements</b>
21	General Conditions 1	21	Metal Bucks	44	Retaining Walls
	Demolition & Clearing	22	Caulking	45	Storm Sewers
	<b>Structures</b>	23	Weatherstripping	46	Sanitary Sewers
	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
	Footing Excavation	25	Stucco	48	Gas Distribution System
	Backfill	26	Finish Carpentry	49	Electrical Distribution System
	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting Fire &
	Concrete Foundations	28	Glass & Glazing	51	Police Alarm System Fire
	Concrete Superstructures	29	Metal Doors	52	Protection System Street
	Reinforcing Steel	30	Metal Base & Trim	53	Work
	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
22	Spandrel Waterproofing	32	Floors	55	(Other)
	Structural Steel	33	Painting & Decorating	56	(Other)
	Masonry	34	Screens		<b>Equipment</b>
	Stonework	35	Plumbing	57	Shades & Drapery Rods
	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
23	Metal Windows	37	Ventilating System	59	Refrigerators
	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		<b>Punch List 12</b>
		42	(Other)	63	Lawns & Planting
		43	(Other)	64	

1 General Conditions should be 3% to 5% of contract amount.  
 2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

**SECTION 00901A – PROGRESS PAYMENT CERTIFICATION**

By signing below, I declare under penalty of perjury that the following is true and correct to the best of my knowledge.

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

---

Project Name Project Number

---

Company Name

---

Contractor Name/Authorized Representative (Print) Title

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Signature Date

**MUST BE SUBMITTED WITH EACH REQUEST FOR PROGRESS PAYMENT**

**(Clause 27. (e) – General Conditions for Construction Contracts)**

# Periodic Estimate for Partial Payment

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

OMB Approval No. 2577-0157  
(exp. 3/31/2020)

Submit original and one copy to the Public Housing Agency.  
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
-------------------------------	--------------------------	---

Location of Project	Project Number
---------------------	----------------

Name of Contractor	Contract Number
--------------------	-----------------

Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$

<b>Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)</b>	<b>\$</b>
---	-----------

**Instructions**

**Headings.** Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

**Columns 1 and 2.** The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

**Column 3.** Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

**Certifications.** The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

**Certification of the Contractor or Duly Authorized Representative**

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner)

\_\_\_\_\_ and (contractor) \_\_\_\_\_

dated (mm/dd/yyyy) \_\_\_\_\_, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ \_\_\_\_\_

**Approved Change Orders:**

2. Additions (Total from Col. 3, form HUD-51002) \$ \_\_\_\_\_

3. Deductions (Total from Col. 5, form HUD-51002) \$ \_\_\_\_\_ (net) \$ \_\_\_\_\_

4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ \_\_\_\_\_

**Computation of Balance Due this Payment**

5. Value of Original Contract work completed to date (from other side of this form) \$ \_\_\_\_\_

**Completed Under Approved Change Orders**

6. Additions (from Col. 4, form HUD-51002) \$ \_\_\_\_\_

7. Deductions (from Col.5, form HUD-51002) \$ \_\_\_\_\_ (net) \$ \_\_\_\_\_

8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ \_\_\_\_\_

9. Less: Retainage, \_\_\_\_\_% \$ \_\_\_\_\_

10. Net amount earned to date (line 8 less line 9) \$ \_\_\_\_\_

11. Less: Previously earned (line 10, last Periodic Estimate) \$ \_\_\_\_\_

12. Net amount due, work in place (line 10 less line 11) \$ \_\_\_\_\_

**Value of Materials Properly Stored**

13. At close of this period (from form HUD-51004) \$ \_\_\_\_\_

14. Less: Allowed last period \$ \_\_\_\_\_

15. Increase (decrease) from amount allowed last period \$ \_\_\_\_\_

16. Balance Due This Payment \$ \_\_\_\_\_

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor \_\_\_\_\_ Signature of Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

**Certificate of Authorized Project Representative and of Contracting Officer**

Each of us certifies that he/she has checked and verified this Periodic Estimate No. \_\_\_\_\_; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ \_\_\_\_\_

Authorized Project Representative \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_ Contracting Officer \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

# Schedule of Change Orders

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

OMB Approval No. 2577-0157  
(exp. 3/31/2020)

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

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

**Instructions:** Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)
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Location of Project	Project Number
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Name of Contractor	Contract Number
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Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
<b>Totals</b>		\$	\$	\$

Authorized Project Representative	Date (mm/dd/yyyy)
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**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



# Schedule of Materials Stored

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

OMB Approval No. 2577-0157  
(exp. 3/31/2020)

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

**Instructions:** This form is to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy ) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)                      To (mm/dd/yyyy)
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Name and Location of Project	Project Number
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Name of General Contractor	Contract Number
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Name of Subcontractor	Subcontract Number
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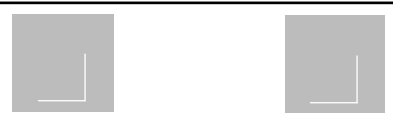
Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
<b>Amount Carried Forward</b>					\$

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**Total Amount or Amount Carried Forward** \$

Prepared by (Contractor's Representative)	Date (mm/dd/yyyy)	Checked by (Owner's Representative)	Date (mm/dd/yyyy)
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**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



# Summary of Materials Stored

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

OMB Approval No. 2577-0157  
(exp. 01/31/2017)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

**Instructions:** This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
Location of Project			Project Number
Name of General Contractor			Contract Number

Name of General Contractor or Subcontractor	Amounts
General Contractor	\$
Subcontractors	\$

	<b>Total</b>	\$
	<b>Less 10%</b>	\$
	<b>Net</b>	\$

Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)
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I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) \_\_\_\_\_ submitted by \_\_\_\_\_ consisting of \_\_\_\_\_ sheets with an indicated cost of \$ \_\_\_\_\_, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) \_\_\_\_\_.

Name of Owner	By (Authorized Representative)	Title	Date (mm/dd/yyyy)
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