

**CONTRACT DOCUMENTS  
AND  
TECHNICAL SPECIFICATIONS  
FOR  
WATER METER INSTALLATION  
RICHLAND PUBLIC HOUSING  
448 GARDEN HIGHWAY  
YUBA CITY, CA 95991**

SEPTEMBER 9, 2014

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## NOTICE TO CONTRACTORS

Sealed proposals will be received by the Regional Housing Authority of Sutter and Nevada Counties by mail or hand delivered to 1455 Butte House Rd, Yuba City, CA 95993 by September 23, 2014 at 3:00PM, at which time they will be publicly opened and read for performing work as follows:

PROJECT: Water Meter Installation

LOCATION: 448 Garden Highway, Yuba City, CA 95991

Bids will be examined and declared on said day and hour.

No bid will be considered unless it is made on the CONTRACT PROPOSAL form furnished as part of these Contract Documents. Each bid must be accompanied by the following:

1. Cash, certified or cashier's check or **bidder's bond made payable to the Regional Housing Authority of Sutter and Nevada Counties** for the amount equal to at least five percent (5%) of the amount bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fails to enter into the contract.
2. Form HUD-5369-A "Representations, Certifications, and Other Statements of Bidders"
3. Non-collusive affidavit (required for contracts exceeding \$50,000)
4. OMB standard form LLL "Disclosure of Lobbying Activities" (required for contracts exceeding \$100,000)
5. Form HUD-2530 "Previous Participation Certification" (required for contracts exceeding \$50,000)
6. List of all Subcontractors Performing more than ½ of 1% of bid
7. List of References

Bids shall be mailed or submitted to the Authority in a sealed envelope marked:

**Miles Ave. Market**      **Attn: Gustavo Becerra**

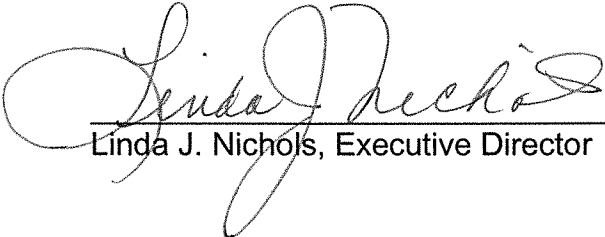
**The Contractor and each of his/her subcontractors shall be required to pay the local prevailing wage rate** as established by the Director of the Department of Industrial Relations of the State of California, or Davis Bacon wages as established by the Secretary of Labor of the United States, whichever is higher.

The enclosed Prevailing Wage determinations shall be considered applicable for use on this project. If the project is found to be within the limits of Assembly Bill No. 114, the project may not require payment of State prevailing wage rates.

No bid will be accepted from the Contractor who is not licensed (C36 Plumbing) under Chapter 9, Division 3, California Business and Professional Code. All subcontractors must be appropriately licensed. It is the Contractor's responsibility to verify that subcontractors are licensed. **Each bid must conform and be responsive to this Notice, the Specifications, Plans, and Contract Documents.**

Specifications, plans and contract documents for the proposed work may be obtained from the Regional Housing Authority of Sutter and Nevada Counties at a Pre-Construction Meeting on Tuesday September 9, 2014 at 9:00AM. A deposit of twenty (\$ 20.00) dollars will be required for each set of bid documents. Deposits will be refunded only upon submittal of a bid.

**THE HOUSING AUTHORITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

  
\_\_\_\_\_  
Linda J. Nichols, Executive Director

INSTRUCTIONS TO BIDDERS FOR CONTRACTS  
PUBLIC 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 that 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 that 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 four (4) days before the scheduled time for bid opening. Requests for information other than solicitation procedures must be written. 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 that 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 that fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information that substantively changed the PHAS's/IHA's requirements.



(c) Amendments will be on file in the offices of the PHA/IHA and/or 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 of Contractor and employees;
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. The Housing Authority may request a criminal background check for any employee working on Housing Authority property.

(c) The Housing Authority of Sutter and Nevada Counties operates a drug free work place. If the Housing Authority has reasonable suspicion to believe that an employee of the contractor or of their subcontractors is under the influence of alcohol or an illegal substance while on Housing Authority property, the Housing Authority reserves the right, to ask the employee to leave the property and, by written request to the contractor, to require that the employee submit to a drug screening before returning to work on Housing Authority property.

#### **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 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup>);

(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 (2) working days prior to the date specified for receipt of proposals. The term “working days” excludes weekends and observed holiday.

(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 the 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 evident 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 the 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 telegraph (including mailgram) or facsimile (fax) 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:

Executive Director  
Regional Housing Authority of Sutter & Nevada Counties  
1455 Butte House Road  
Yuba City, CA 95993

(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, except 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 that 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**

All bids must be accompanied by a guarantee that 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 Regional Housing Authority of Sutter & Nevada Counties. 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 a

- 1) Performance and payment bond in a penal sum of 100 percent (100%) 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.

(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. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14<sup>th</sup> Street, SW, 2<sup>nd</sup> Floor, West Wing, Washington, D.C. 20226.

(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. Insurance Requirements**

Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and listing the Housing Authority as a loss payee in the event of a claim.

- 1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- 2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
- 3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 per occurrence.

BID FORM

Location: 448 Garden Highway, Yuba City, CA 95991  
Project: Water Meter Installation

TO: REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES  
1455 BUTTE HOUSE RD.  
YUBA CITY, CALIFORNIA 95993

Executive Director: Linda J. Nichols

The undersigned doing business under the firm name of:

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having familiarized ourselves with the conditions affecting the cost of the work, where the work is to be done; and having carefully examined the Plans, Specifications, including Instructions to Bidders and Addenda, if any, for the following project:

Project: Water Meter Installation  
Location: 448 Garden Highway, Yuba City, CA 95991

and having examined the site of the proposed work, proposes to furnish all materials, labor, equipment, transportation and utility services called for by them for the work indicated and/or specified.

1. BASE BID:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

3. **IN SUBMITTING THIS PROPOSAL, THE UNDERSIGNED UNDERSTANDS THAT THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND/OR WAIVE ANY INFORMALITY IN THE BID.** It is agreed that this proposal may not be withdrawn over a period of **90 days** after the opening thereof.

4. Attached hereto is a list showing the name and place of business of all Subcontractors who will perform work in excess of one-half (1/2) of one percent (0.5%) of the Base Bid, together with the portion of the work to be done by each Subcontractor.
5. BID GUARANTEE: Accompanying this proposal is a certified check, cashier's check, or Bidder's Bond in the amount of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ )

Being not less than five percent (5%) of the Total Base Bid, payable to or in favor of the Owner.

6. Attached hereto are the following:
  - a. form HUD-5369-A "Representations, Certifications, and Other Statements of Bidders"
  - b. Non-collusive Affidavit (required for contracts exceeding \$50,000)
  - c. OMB standard form LLL "Disclosure of Lobbying Activities" (required for contracts exceeding \$100,000)
  - d. form HUD-2530 "Previous Participation Certification" (required for contracts exceeding \$50,000)
  - e. List of Subcontractors
  - f. A minimum of 3 references of similar projects
7. If this bid is accepted by the Owner and notice of such acceptance is timely delivered to the undersigned, then the undersigned shall, within fourteen (14) calendar days after receipt of such notice, (a) sign the specified contract and also deliver to the Owner (b) a payment bond as required by the contract documents, and (c) a performance bond, as similarly required. The undersigned will thereafter commence and complete the work within the time required by the contract documents.
8. ADDENDUM RECEIPT: Receipt of the following addenda to the Plans and Specifications is acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_



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

PHONE: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CONTR. LIC #: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

LIC. EXP. DATED: \_\_\_\_\_

The representations made herein are made under penalty of perjury.

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BID BOND

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

\_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Regional Housing Authority of Sutter and Nevada Counties, hereinafter called the "Authority", in the penal sum of five percent (5%) of amount bid in lawful money of the United States of America for the payment of which, well and truly to be made, we hereby bind ourselves and ours and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above-named principal is about to hand in and submit a bid or proposal in accordance with those certain Contract Documents and Specifications entitled "Contract Documents and Specification", dated \_\_\_\_\_ and file in the office of said Authority.

NOW, THEREFORE, if the above-named principal is awarded the Contract, and shall fail to enter into a Contract to perform said Contract and to furnish any and all Bonds in the form and in the amounts required under said Contract Documents and Specifications, along with any other certifications required under said Contract Documents and Specifications at the time of executing said Contract within fifteen (15) days after the Contract is presented for signature, then the amount herein, the penalty of this bond which accompanies the bid, shall be declared forfeited and the full penal sum paid to the Authority.

IN WITNESS THEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety Company)

By \_\_\_\_\_  
(Principal)

SURETY

(Power of Attorney for person signing for Surety Company, or a certified copy thereof must be attached. Signature of person or persons executing for the Surety must be acknowledged.)

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REPRESENTATION, CERTIFICATIONS, AND OTHER  
STATEMENTS OF BIDDERS  
(Form HUD-5369-A(11/92))

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Clause

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

**1. Certificate of Independent Price Determination**

(a) The bidder certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Contingent Fee Representation and Agreement**

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress on his/her behalf in connection with the awarding of a contract resulting from this solicitation;

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

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

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

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

#### **4. Organizational Conflicts of Interest Certification**

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

(a) Result in an unfair competitive advantage to the bidder; or

(b) Impair the bidder's objectivity in performing the contract work.

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



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

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

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

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

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

## **6. Minimum Bid Acceptance Period**

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

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

(c) The PHA/IHA requires a minimum acceptance period of 90 calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

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

Non-applicable.

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

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

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 9(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1).

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors

(except if the proposed subcontractors have submitted identical certifications for specific time periods):

## **Notice to Prospective Subcontractors of Requirement for Certifications of Non-Segregated Facilities**

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

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

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

The bidders certifies that:

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

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

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

**13. Bidder's Signature**

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

---

(Signature and Date)

---

(Type or Print Name)

---

(Title)

---

(Company Name)

---

(Company Address)

(BLANK PAGE)

## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

These instructions supplement those found in HUD-5369-A, "Representation, Certifications and Other Statements of Bidders – Public and Indian Housing Programs", which must be submitted as part of each Bidder's package.

Please note the following:

1. Non-Applicability – Indian Housing. Please note that any and all references to "Indian Housing" are not applicable to this project, which is being developed under the Public Housing Program.
2. Section 1 – Certification of Independent Price Determination. Note that Section 1 (b) (2) must be completed with the names of the principals of the firm, if applicable.
3. Section 1 (d) – Non-Collusive Affidavit. Inasmuch as the estimated cost of this project exceeds \$50,000, a non-collusive affidavit IS required and must be submitted. Further, Bidder must check the appropriate box in subsection (2).
4. Section 2 – Contingent Fee Representation and Agreement. Bidder must check the appropriate boxes under Subsection (b) (1) and (2). Further, if the answer under either (b) (1) or (2) is affirmative, the bidder must make an immediate and full disclosure to the Housing Authority's Development and Rehabilitation Administrator.
5. Section 4 – Organizational Conflicts of Information Certification. Bidders must check the box indicated if there are no actual or apparent conflicts of interest.
6. Section 6 – Minimum Bid Acceptance Period. This section is modified as follows:
  - A. Subsection © is amended to read as follows:

"The PHA requires a minimum acceptance period of 90 consecutive calendar days."
  - B. Subsection (d) permits the Bidder to specify a longer acceptance period if so desired.

7. Section 7 – Small, Minority, Women-Owned Business Concern Representation. Note that Bidder should check ALL of the boxes for statements that are applicable to Bidder.
8. Section 8 – Indian Owned Economic Enterprise. This section is not applicable and is deleted.
9. Section 9 – Certification of Eligibility Under the Davis-Bacon Act. Note that this section IS applicable to this project.
10. Section 10 – Certification of Non-Segregated Facilities. Inasmuch as this Contract will exceed \$10,000, this section is applicable. Note also that the Contractor must obtain identical certifications from all proposed subcontractors.
11. Section 11 – Clean Air & Water Certification. Bidder should check the box indicating that the “facility” IS NOT on the EPA list of Violating Facilities.
12. Section 12- Previous Participation Certificate. Inasmuch as the estimated contract price exceeds \$50,000, this section IS applicable. Bidder must submit Form HUD-2530, Previous Participation Certificate, with the bid, or within three (3) working days of the bid opening (not counting the day of the opening). Bidder should note whether or not the certificate is included by checking the appropriate box.



NON-COLLUSIVE AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF SUTTER

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

That he/she is \_\_\_\_\_ of the firm of

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

the party making the foregoing bid; that such bids are genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of any other bidder, or to secure any advantage against the Authority or any person interested in the proposed Contract; and that all statements in said bid are true.

That neither Members of Congress, Local or State Public Officials, or any employee or representative of the Authority is in any manner interested, directly or indirectly, in the bid to which this Non-Collusive Affidavit is attached, nor in the Contract which may be made pursuant to said bid, nor in any expected profits which may arise there from.

The undersigned further certifies that the bidder who submitted the bid to which this certification is attached, is not listed on the Controller General's list of ineligible bidders or contractors.

Bidder if Bidder is an individual:

---

(Name of Bidder)

Partner if Bidder if a partnership:

---

(Partner)

Officer if Bidder is a corporation:

---

(Officer)

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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NOTARY PUBLIC, STATE OF CALIFORNIA

MY COMMISSION EXPIRES: \_\_\_\_\_

**THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES**  
**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION PLAN**

I. OBJECTIVE

To establish goals for the participation of minority business enterprises and women-owned business enterprises in the Regional Housing Authority of Sutter and Nevada Counties construction, supply and services contracts and to establish a program for the achievement of said goals.

II. DEFINITIONS

- A. Minority group member – a person who is Black, Spanish origin or Hispanic or Pacific Islander, or American Indian or Alaskan native.
1. Black – all persons having origins in any of the Black racial groups of Africa.
  2. Hispanic – all persons of Mexican, Puerto Rican, Cuban, Central or South American descent and Spanish culture. The Portuguese are excluded from the Hispanic category, and are to be classified according to their race.
  3. Asian or Pacific Islander – all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.
  4. American Indian or Alaskan Native – all persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliation or community recognition.
- B. Minority Business Enterprise – A United States business wherein the minority group members or stockholders have at least 50% ownership interest in the business and possess control over management, capital and earnings.
- C. Woman-Owned Business Enterprise – A United States business wherein the women member or stockholders have at least 50% ownership interest in the business and possess control over management, capital and earnings. If the business is publicly owned, the women members or stockholders must have at least 51% ownership interest in the business and possess control over management, capital and earnings.
- D. Small Business Enterprise – A business that meets the definition of a minority business enterprise or women business enterprise, and in addition, meets the small business size standards of the Small Business Administration (Exhibit A).
- E. Contractor – The individual, partnership, corporation, or other legal entity entering into a contract with the Consolidated Area Housing Authority of Sutter County.
- F. Subcontractor – The individual partnership, corporation or other legal entity entering into a contract with the contractor to perform a portion of the work.

### III. GOALS

The Minority and Women-Owned Business Enterprise Utilization Plan establishes the following goals; these goals are annual and represent percentages of the dollar value of contracting and procurement activities:

- A. A goal of 20% of the contract amount for the participation of minority business enterprises in the Regional Housing Authority of Sutter and Nevada Counties construction, supply and services contracted. 50% of the Minority Business Enterprises should qualify as small business enterprises.
- B. A goal of 5% of the contract amount for the participation of women-owned business enterprises in the Regional Housing Authority of Sutter and Nevada Counties construction, supply and services contracted.
  - 1. 50% of the women-owned business enterprises should qualify as small business enterprises.
  - 2. A business owned by minority women will only be counted towards fulfillment of one or the other of Minority or Women-Owned Business Enterprise goals.

### IV. PROGRAM

The Regional Housing Authority of Sutter and Nevada Counties shall require that contractors bidding on contracts abide by the provisions of the Minority and Women-Owned Enterprise Utilization Plan and make every effort to obtain minority and women-owned business enterprise participation. Failure to provide the information referenced in the various sections of this plan will result in a determination by the Regional Housing Authority of Sutter and Nevada Counties that the contractor is not a responsible bidder. It is the intention of the Regional Housing Authority of Sutter and Nevada Counties to award construction contracts to the lowest responsible bidder who has achieved, or made a good faith effort to achieve, the goals for minority and women-owned business enterprise participation.

In order to achieve the goals for minority and women owned-business enterprise utilization participation, the contractor may award a portion(s) of the contract to bona fide minority or women-owned firms, minority or women owner/operated equipment, minority or women suppliers or prefabricators and minority or women brokers. A minority or women owned business enterprises will be considered bona fide if the minority or women group members' ownership interests are real and continuing, and not created solely to meet the Regional Housing Authority of Sutter and Nevada Counties goals for minority and women owned business enterprise utilization participation. The minority or women owned business enterprise must perform work or provide services and/or supplies and not merely act as a passive agent. Where a minority or women-owned business enterprise acts as a broker or agent, only the commission or fee earned may be counted towards the contractor's goals. This commission or fee will not be counted if the minority or women-owned business enterprise performs no substantive service.

In the event the Regional Housing Authority of Sutter and Nevada Counties has reason to question the ownership of a minority or women-owned business enterprise, the burden of proof is on the claimant and/or contractor to provide documentation to substantiate the minority or women ownership of the business. The Regional Housing Authority of Sutter and Nevada Counties will not automatically accept the determination of another agency in this matter.

V. BID PROCESS

The Regional Housing Authority of Sutter and Nevada Counties as well as contractors shall notify minority and women-owned contractor associates and business development centers of their intention to solicit minority and women-owned business enterprise participation at least two weeks prior to the bid opening. Such notification shall be by documented personal invitation. Contractors shall also seek out minority or women-owned subcontractors by making positions and opportunities known to the news media servicing minority and women-owned contractors and subcontractors.

So as to afford minority and women suppliers and prefabricators an opportunity to participate in the work, contractors shall notify minority and women supplier associates or clearinghouses of their supply or prefabrication needs at least two weeks prior to the bid opening. Such notification shall be by documented personal invitation.

- A. Bid Opening – In addition to any other documents required by the bid specifications, the contractor shall submit a List of Subcontractors (Exhibit C) and evidence of minority or women-owned business certification, for prime as well as subcontractors.
- B. Pre-Award Requirements – The apparent low bidder will be required to submit, for purpose of Minority and Women-Owned Enterprise Utilization Plan compliance determination, a complete list of subcontractors, suppliers, truckers, owner-operated equipment and services to be used on the project. This list should include name, address, telephone number, trade, contact person(s), and the total dollar amount of the subcontract. The contractor shall also indicate the businesses claiming to be owned by minorities or women.

Minority or women business enterprises that have not been certified as such shall submit the Minority and Women-Owned Business Enterprise Eligibility questionnaire (Exhibit B).

- C. IF THE CONTRACTOR HAS NOT ACHIEVED THE GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION, THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES SHALL DETERMINE WHETHER THE CONTRACTOR MADE A GOOD FAITH EFFORT TO ACHIEVE THE GOALS, THIS WILL BE DONE BY REVIEWING THE DOCUMENTATION SUBMITTED BY THE CONTRACTOR.

Good faith documentation submitted by the contractor shall include, but not be restricted to, the following:

- 1. Report of responses, proposals, and bids received from minority and women-owned businesses. This report shall indicate the action taken by contractor in response to the proposals and/or bids received from minority and women-owned businesses. In cases where proposals and/or bids have been rejected by the contractor, the reason(s) for rejection shall be indicated.
- 2. Documented contracts with minority and women-owned firms, minority and women contractors associations, minority and women business development centers, or any other related agency that disseminates bid information to women and minority-owned business enterprises.

3. Copy of letters sent to groups in #2 above notifying them of the contractor's intent to solicit minority and women business enterprise participation.
  4. Documentation of efforts undertaken to encourage subcontractors to obtain minority and women business enterprise participation.
  5. Documentation of methods used in soliciting bids from minority and women subcontractors and suppliers such as, but not limited to, advertisements in the builder's and contractor's exchanges, minority and women trade association publications, local minority newspapers, or other applicable daily or weekly newspapers or trade journals or other media.
  6. Documented contacts with minority and women brokers or agents and minority and women owner/operators of equipment.
  7. Documentation of any other effort undertaken by the contractor to encourage minority and women business enterprise participation.
- D. Pre-Construction Requirements – Upon request, the contractor shall provide a copy of all subcontractor agreements or other verification of the total amount to be paid to each contractor.

VI. PROTEST PROCEDURE

In the event a determination is made by the staff of the Housing Authority that the apparent low bidder has not made a good faith effort to achieve the minority and women- owned business enterprise participation goals, said party shall have the right to protest such determination before the Housing Authority's Board of Commissioners. The Housing Authority shall notify said party by certified or registered mail of the date when the Board of Commissioners will consider the rejection of the bid of the apparent low bidder and also hear and consider the protest. If the Commissioners or the Housing Authority sustains the determination that a good faith effort was not made, the Housing Authority Board of Commissioners shall award the contract to the lowest responsible bidder.

VII. PROGRAM REVIEW

The minority and women-owned business enterprise utilization plan will be annually reviewed by the Executive Director of the Housing Authority. Changes in the plan that are required to effectively administer the plan may be made by the Executive Director of the Housing Authority. Records pertaining to all contracting and related HUD-funded activities, including all minority and women-owned business enterprise utilization plan contracts will be kept for three (3) consecutive years on file at the Housing Authority's administration office at 1455 Butte House Road, Yuba City, CA 95993.

<b><i>SMALL BUSINESS SIZE STANDARDS OF SBA</i></b>
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1. GENERAL. Unless otherwise specifically stated in one of the following tables, a business is considered small if its average annual receipts for the last 3 fiscal years do not exceed \$2 million.
2. CONSTRUCTION. Small if its average annual receipts for the last 3 fiscal years do not exceed \$12 million.
3. ENGINEERING SERVICE. Small if average annual receipts for preceding 3 fiscal years do not exceed \$7.5 million.
4. TRUCKING-CAR AND TRUCK RENTAL. If annual receipts, NOT THE AVERAGE OF 3 YEARS, do not exceed \$7 million.

<b><i>TRADE</i></b>	<b><i>Annual Receipts in Millions</i></b>
<b>CONSTRUCTION – Special Trade Contractors:</b>	
Carpentering and Flooring	\$ 5.0
Concrete Work	\$ 5.0
Electrical	\$ 5.0
Excavating and Foundation Work	\$ 5.0
Floor Laying and Other Floor Work	\$ 5.0
Glass and Glazing Work	\$ 5.0
Installation and Erection of Building Equipment	\$ 5.0
Masonry, Stone Setting & Other Stone Work, Painting, Paperhanging & Decorating	\$ 5.0
Plastering, Drywall, Acoustical & Insulation Work	\$ 5.0
Plumbing, Heating (except electrical) & Air Conditioning	\$ 5.0
Roofing & Sheet Metal Work	\$ 5.0
Special Trade Contractors Not Elsewhere Classified	\$ 5.0
Structural Steel Erection	\$ 5.0
Terrazzo, Tile, Marble & Mosaic Work	\$ 5.0
Water Well Drilling	\$ 5.0
Wrecking & Demolition Work	\$ 5.0

<b><i>TRADE</i></b>	<b><i>Average Annual Receipts for Previous 3 Years in Millions, Not to Exceed</i></b>
Base Maintenance	\$ 7.5
Cleaning & Dyeing (including rug cleaning services)	\$ 1.5
Computer Maintenance Services	\$ 7.0
Computer Programming Services	\$ 4.0
Construction (prime contractors)	\$12.0
Data Processing Services	\$ 4.0
Dredging (at least 40% yardage advertised in plans or specs; or 40% must be done with equipment not owned by dredging concerns)	\$ 9.5
Engineering Services	\$ 7.5
Food Services	\$ 3.5
Janitorial & Custodial Services	\$ 4.5
Laundry Services (includes linen supply, diaper services, industrial laundering)	\$ 4.0
Motorcar Rental & Leasing Services (includes truck rental & leasing services)	\$ 7.0
Services – General (any services not specifically defined in SBA regulations)	\$ 2.0

NOTE: If a business has affiliates, it is small if it is: 1) Independently owned and operated, 2) Not dominant in its field.

**MINORITY AND WOMEN BUSINESS ENTERPRISE ELIGIBILITY QUESTIONNAIRE**

- 1. Name of Firm: \_\_\_\_\_
- 2. Address of Firm: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_
- 3. Phone Number of Firm: \_\_\_\_\_
- 4. Indicate whether firm is sole proprietorship, partnership, joint venture, corporation or other business entity (please specify): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 5. Nature of Firm's Business: \_\_\_\_\_
- 6. Years firm has been in business under present address: \_\_\_\_\_
- 7. Ownership of Firm: Identify those who own 5% or more of the firm's ownership. Columns E & F need to be filled out only if the firm is less than 100% minority owned.

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>NAME</b>	<b>RACE</b>	<b>SEX</b>	<b>YEARS OF OWNERSHIP</b>	<b>OWNERSHIP PERCENTAGE</b>	<b>VOTING PERCENTAGE</b>

With firms less than 100% minority of women or women ownership, list the contributions of money, equipment, real estate or expertise of each of the owners.

- 8. Control of Firm: Identify by name, race, sex and title in the firm those individuals (including owners and non-owners) who are responsible for day-to-day management



and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. Management decisions, such as:

1) Estimating \_\_\_\_\_

2) Marketing and sales \_\_\_\_\_

3) Hiring and firing of management personnel \_\_\_\_\_

\_\_\_\_\_

4) Purchases of major items or supplies \_\_\_\_\_

\_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_

\_\_\_\_\_

9. For each person listed in answers to question #8, provide a brief summary of the person's experience and number of years with the firm. Indicate the person's qualifications for the responsibilities given to him/her.
10. Describe or attach a copy of any stock options or other ownership options that are outstanding, and any agreements between owners or between owners and third parties that restrict ownership or control of minority or women owners.
11. Identify any owner (see #7) or management official (see #8) of the named firm who is or has been an employee of another firm that has an ownership interest in or a present business relationship with the named firm. Present business relationships, include shared space, equipment, financing, or employees as well as both firms having some of the same owners.
12. What are the gross receipts of the firm for each of the last 3 years:  
Year ending \_\_\_\_\_ \$ \_\_\_\_\_  
Year ending \_\_\_\_\_ \$ \_\_\_\_\_  
Year ending \_\_\_\_\_ \$ \_\_\_\_\_
13. Name of bonding company, if any: \_\_\_\_\_  
Bonding limit: \_\_\_\_\_  
Source of letters of credit, if any: \_\_\_\_\_
14. Are you authorized to do business in the state as well as locally, including all necessary business licenses? \_\_\_\_\_

15. Indicate if this firm or other firms with any of the same officers have previously received or been denied certification or participation as a MBE or WBE and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.

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

AFFIDAVIT

The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of

\_\_\_\_\_  
(Name of Firm)

as well as the ownership thereof. Furthermore, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the grantee current, complete and accurate information regarding actual work performed on the project, the payment therefore and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under Federal or State laws concerning false statements.

NOTE: If, after filing this Schedule A and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the grantee of the change through the prime contractor or, if no prime, inform the grantee directly.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_ State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared (Name) \_\_\_\_\_  
\_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing  
affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_  
\_\_\_\_\_ to execute the affidavit and did so at his/her free act  
and deed.

(Seal)

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

Commission Expires \_\_\_\_\_

**LIST OF SUBCONTRACTORS**

EXHIBIT C

Prime Contractor: \_\_\_\_\_  
(Name)

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

Date Form Completed: \_\_\_\_\_

Contract Name & Number: \_\_\_\_\_

<b>TRADE</b>	<b>NAME OF SUBCONTRACTOR</b>	<b>ADDRESS &amp; PHONE</b>	<b>SUBCONTRACTOR CONTRACT AMOUNT</b>	<b>Minority * or Women (Yes or No)</b>
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\* Identify by race and/or ethnicity

Minority and Women Suppliers

Name of Supplier

Address & Phone #

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EXECUTIVE ORDER  
NO. 11625

October 14, 1971, 36 F.R. 19967

PRESCRIBING ADDITIONAL ARRANGEMENTS  
FOR DEVELOPING AND COORDINATING A NATIONAL PROGRAM  
FOR MINORITY BUSINESS ENTERPRISE

The opportunity for full participation in our free enterprise system by socially and economically disadvantaged persons is essential if we are to obtain social and economic justice for such persons and improve the functioning of our national economy.

The Office of Minority Business Enterprise, established in 1969, greatly facilitated the strengthening and expansion of our minority enterprise program. In order to take full advantage of resources and opportunities in the minority enterprise field, we now must build on this foundation. One important way of improving our efforts is by clarifying the authority of the Secretary of Commerce (a) to implement Federal policy in support of the minority business enterprise program; (b) provide additional technical and management assistance to disadvantaged business; (c) to assist in demonstration projects; and (d) to coordinate the participation of all Federal departments and agencies in an increased minority enterprise effort.

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States, it is ordered as follows:

Section 1. Functions of the Secretary of Commerce. (a) The Secretary of Commerce (hereinafter referred to as "the Secretary") shall –

(1) Coordinate as consistent with law the plans, programs, and operations of the Federal Government that affect or may contribute to the establishment, preservation, and strengthening of minority business enterprise.

(2) Promote the mobilization of activities and resources in State and local governments, businesses and trade associations, universities, foundations, professional organizations, and volunteer and other groups towards the growth of minority business enterprises, and facilitate the coordination of the efforts of these groups with those of Federal departments and agencies.

(3) Establishing a center for the development, collection, summarization, and dissemination of information that will be helpful to persons and organizations throughout the Nation in undertaking or promoting the establishment and successful operation of minority business enterprise.

(4) Within constraints of law and appropriations therefore, and according to his/her discretion, provide financial assistance to public and private organizations so that they may render technical and management assistance to minority business enterprises, and defray all or part of the costs of pilot or demonstration projects conducted by public or private agencies or organizations that are designed to overcome the special problems of minority business enterprises or otherwise to further the purposes of this order.

(b) The Secretary, as he/she deems necessary or appropriate to enable him/her to better fulfill the responsibilities vested in him/her by subsection (a). may –

(1) With the participation of other Federal departments and agencies as appropriate, develop comprehensive plans and specific program goals for the minority enterprise program; establish regular performance monitoring and reporting systems to assure that goals are being achieved; and evaluate the impact of Federal support in achieving the objectives established by this order.

(2) Require a coordinated review of all proposed Federal training and technical assistance activities in direct support of the minority enterprise program to secure consistence with program goals and to avoid duplication.

(3) Convene, for purposes of coordination, meetings of the heads of such departments and agencies, or their designees, whose programs and activities may affect or contribute to the purposes of this order.

(4) Convene business leaders, educators, and other representatives of the private sector who are engaged in assisting the development of minority business enterprise or who could contribute to its development, for private activities in furtherance of the objectives of this order.

(5) Confer with and advise officials of State and local governments.

(6) Provide the managerial and organizational framework through which joint or collaborative undertakings with Federal departments or agencies or private organizations can be planned and implemented.

(7) Recommend appropriate legislative or executive actions.

Section 2. Advisory Council for Minority Enterprise. (a) the Advisory Council for Minority Enterprise (hereinafter referred to as “the Council”), established by Executive Order No. 11468 of March 5, 1969 shall continue in existence under the terms of this order.

(b) The Council shall be composed of members appointed by the President from among persons, including members of minority groups and representatives from minority business enterprises, who are knowledgeable to this field and who are dedicated to the purpose of this order. The members shall serve for a term of two (2) years and may be reappointed.

(c) The President shall designate one of the members of the Council as the Chairman of the Council.

- (d) The Council shall meet at the call of the Secretary.
- (e) The Council shall be advisory to the Secretary in which capacity it shall –
- (1) Serve as a source of knowledge and information on developments in different fields and segments of our economic and social life that affect minority business enterprise.
- (2) Keep abreast of plans, programs, and activities in the public and private sectors that relate to minority business enterprise, and advise the Secretary on any measures to better achieve the objectives of this order.
- (3) Consider, and advise the Secretary, and such officials as he/she may designate, on problems and matters referred to the Council.
- (f) For the purpose of Executive Order No. 11007 of February 26, 1962, the Council shall be deemed to have been formed by the Secretary.
- (g) Members of the Council shall be entitled to receive travel and expenses, including per diem in lieu of subsistence, as authorized by law (Sect. U.S.C. 5701-5708) for persons in the Government service employed intermittently.
- (h) The Secretary shall arrange for administrative support of the Council to the extent necessary, including use of any gifts or bequests accepted by the Department of Commerce pursuant to law.

Section 3. Responsibilities of Other Federal Departments and Agencies. (a) The head of each Federal department and agency, or a representative designed by him/her, when and in the manner so requested by the Secretary, shall furnish information, assistance, and reports to, and shall otherwise cooperate with, the Secretary in the performance of his/her functions hereunder.

(b) The head of each Federal department or agency shall, when so requested by the Secretary, designate his/her Under Secretary or such other similar official to have primary and continuing responsibility for the participation and cooperation of that department or agency in matters concerning minority business enterprise.

(c) The officials designated under the preceding paragraph, when so requested, shall review and report to the Secretary upon the policies and programs of the minority business enterprise program, and shall keep the Secretary informed of all proposed budgets, plans and programs of his/her department or agency affecting minority business enterprise.

(d) The head of each Federal department or agency, or a representative designated by him/her, shall, to the extent provided under regulations issued by the Secretary after consultation with the official designated in paragraph (b) above, report to the Secretary on any activity that falls within the scope of the minority business enterprise program as defined herein and in those regulations.

(e) Each Federal department or agency shall, within constraints of law and appropriations therefore, continue all current efforts to foster and promote minority business enterprises and to support the program herein set forth, and shall cooperate with the Secretary of Commerce in increasing the total Federal effort.

Section 4. Reports. The Secretary shall, not later than one hundred and twenty (120) days after the close of each fiscal year, submit to the President a full report of his/her activities hereunder during the previous fiscal year. Further, the Secretary shall, from time-to-time, submit to the President his/her recommendations for legislation or other action as he/she deems desirable to promote the purposes of this order. Each Federal department or agency shall report to the Secretary as hereinabove provided on a timely basis so that he Secretary may consider such reports for his/her report and recommendations to the President. Each Federal department or agency shall develop and implement systematic data collection processes that will provide to the Office of Minority Business Enterprise Information Center current data helpful in evaluating and promotion the efforts herein described.

Section 5 Policies and Standards. The Secretary may establish such policies, standards, definitions, criteria, and procedures to govern the implementations, interpretation, and application of this order, and generally perform such functions and take such steps as he/she may deem to be necessary or appropriate to achieve the purposes and carry out the provisions hereof.

Section 6. Definitions. For the purposes of this order, the following definitions shall apply:

(a) "Minority business enterprise" means a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar causes. Such persons include, but are not limited to, Negroes, Puerto Ricans, Spanish-speaking Americans, American Indians, Eskimos, and Aleuts.

(b) "State" means the States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, and the Trust Territory of the Pacific Islands.

Section 7. Construction. Nothing in this order shall be construed as subjecting any function vested in, or assigned pursuant to law to, any Federal department or agency or head thereof to the authority of any other agency or office exclusively, or as abrogating or restricting any such function in any manner.

Section 8. Prior Executive Order. Executive Order No. 11458 of March 6, 1969, is hereby superceded.

RICHARD NIXON,

THE WHITE HOUSE  
October 13, 1971



Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 02/29/2016)

US Department of Housing and Urban Development  
Office of Housing/Federal Housing Commissioner

US Department of Agriculture  
Farmers Home Administration

**Part I to be completed by Principals of Multifamily Projects (See instructions)** **For HUD HQ/FmHA use only**

Reason for submission:

1. Agency name and City where the application is filed

2. Project Name, Project Number, City and Zip Code

3. Loan or Contract amount \$

4. Number of Units or Beds

5. Section of Act

6. Type of Project (check one)  
 Existing     Rehabilitation     Proposed (New)

**7. List all proposed Principals and attach organization chart for all organizations**

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate

8 Role of Each Principal in Project	9. Expected % Ownership in Project	10. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case may be, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:**

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
  - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
  - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
  - All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initiated each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

<b>Name of Principal</b>	<b>Signature of Principal</b>	<b>Certification Date(mm/dd/yyyy)</b>	<b>Area Code and Tel. No.</b>
<b>This form prepared by (print name)</b>			<b>Area Code and Tel. No.</b>

Previous Participation Certification

OMB Approval No. 2502-0118  
(Exp. 02/29/2016)

**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the principals' previous participation projects and participation history in multifamily housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "No previous participation, First Experience".

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved )	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain	6. Last MOR rating and Physical Insp. Score and date

**Part II- For HUD Internal Processing Only**

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control	<input type="checkbox"/> Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
Supervisor	Director of Housing/Director, Multifamily Division	Date (mm/dd/yyyy)

Previous editions are obsolete

### Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

**Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

**Purpose:** This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

**Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.**

#### Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

**Exception for Corporations** - All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

**Exemptions** - The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

#### Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).

- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.

- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.

- Purchase of a Secretary-owned project.

- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.

- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.

- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

#### Specific Line Instructions:

**Reason for submitting this Certification:** e.g., refinancing, change in ownership, change in management agent, transfer of physical assets, etc.

**Block 1:** Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

**Block 2:** Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, or the Farmers Home Administration project number, or

the State or local housing finance agency project or contract number. Include all project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

**Block 3:** Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

**Block 4:** Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

**Block 5:** Fill in the section of the Housing Act under which the application is filed.

**Block 7:** Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File..."

**Block 8:** Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc.

**Block 9:** Fill in the percentage of ownership in the proposed project that each principal is expected to have.

**Block 10:** Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

#### Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated must be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

**Column 2.** All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

**Column 3.** List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for form HUD-2530, including schedule A, read the should fill in the date of the signature and a telephone current loan, the date associated with the status is required. Certification carefully. In the box below the statement of the number. By providing a telephone number, HUD can reach Loans under a workout arrangement are considered as listed in block 7. Each principal should sign the certification, fill in the names of all principals and affiliates you in the event of any questions.

Column 5. Explain any project details during your participation. If you cannot certify and sign the certification as it is printed associated with a corporation (see "Exception for because some statements do not correctly describe your Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is your record, and then sign and certify.

Column 6. Provide the latest Management Review (MOR) signing on behalf of the entity should attach signature Attach a signed statement of explanation of the items you have struck out on the certification. Item 2c. relates to felony

Certification: After you have completed all other parts of authority document. Each principal who signs the form have struck out on the certification. Item 2c. relates to felony convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2c. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

**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 collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

**LIST OF SUBCONTRACTORS**

LIST OF SUBCONTRACTORS PERFORMING WORK OR LABOR OR RENDERING SERVICES IN  
EXCESS OF ONE-HALF OF ONE PERCENT OF THE PRIME CONTRACTOR'S TOTAL BID.

	Name and Address	Work to be Performed	License # and Classification	E-Mail & Phone #
1	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
2	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
3	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
4	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
5	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
6	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
7	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____

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**SECTION 3 ASSURANCE**

This form must be completed and submitted with bid package.

I. The undersigned \_\_\_\_\_, as an official representative  
(Representative)  
of \_\_\_\_\_ agree to comply with Section 3 requirements for  
(Contractor)  
\_\_\_\_\_. It is understood that failure to comply  
(Project)  
may result in the following sanctions: cancellation, termination, or suspension in  
whole or in part of this contract.

II. 1. How many positions will be needed on this project? \_\_\_\_\_  
Occupational Categories: Provide Detail in Attachment A)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How many of these positions will be filled by your regular, permanent employees? \_\_\_\_\_

3. How many positions are projected to be filled by low income area residents? \_\_\_\_\_  
Occupational Categories: (Provide Detail in Attachment A)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. How many subcontractors will be utilized for this project? \_\_\_\_\_

5. Of these subcontractors, how many are Section 3 subcontractors? \_\_\_\_\_  
(Provide Detail in Attachment B)

6. How many businesses/suppliers will be utilized? \_\_\_\_\_

7. Of these, how many are Section 3 businesses/suppliers? \_\_\_\_\_  
(Provide Detail in Attachment B)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ESTIMATED PROJECT WORK FORCE BREAKDOWN**

JOB CATEGORY	TOTAL ESTIMATED POSITIONS NEEDED FOR PROJECT	NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NUMBER OF POSITIONS NOT OCCUPIED	NUMBER OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS
Supervisor				
Professional				
Technical				
Office/Clerical				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

**Section 3 Resident**

Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the

Section 3 covered project is located. See attached income schedule.

**NOTE: This document must be submitted with bid documents.**

\_\_\_\_\_  
**Company**

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

\_\_\_\_\_  
**Project Number**

\_\_\_\_\_  
**Person Completing Form**

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



**SECTION 3**

**ATTACHMENT B**

Section 3 of the Housing and Urban Development Act of 1968

**PROPOSED CONTRACTS/SUBCONTRACT BREAKDOWN**

TYPE OF CONTRACT (Business or Professional)	TOTAL NUMBER	TOTAL APPROX. DOLLAR AMOUNT	ESTIMATED NO. OF CONTRACT-SECTION 3 BUSINESSES	ESTIMATED DOLLAR AMOUNT-SECTION 3 BUSINESSES

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

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

Project Number: \_\_\_\_\_

Person Completing Form: \_\_\_\_\_

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

**\*\*NOTE:** This document is to be submitted by the contractor with bid documents.

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## Standard Form of Agreement Between Owner and Contractor

THIS AGREEMENT, made by and between:

Owner: Regional Housing Authority of Sutter and Nevada Counties  
1455 Butte House Road  
Yuba City, CA 95993

Contractor:

Project: Water Meter Installation  
Richland Public Housing  
Yuba City, CA 95991

WITNESS THAT:

The Contractor and Regional Housing Authority of Sutter and Nevada Counties, here after identified as the Authority, for the consideration stated herein, agree as follows:

ARTICLE 1. Statement of Work:

The Contractor shall furnish all labor and materials and perform all work required in strict accordance with the Contract Documents and Specifications, including addenda, if any, hereto, all of which are made a part hereof.

ARTICLE 2. The Contract Price:

The Authority shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in the total amount of:

\_\_\_\_\_ (\$\_\_\_\_\_)

The Contract Price shall be paid to the Contractor pursuant to the General Conditions, Paragraph I entitled "Payment to Contractor".

ARTICLE 3.

A. COMMENCE DATE AND TIME OF COMPLETION

The Contractor shall commence work under this Contract within fourteen (14)

calendar days of receipt from the Housing Authority of written notice to proceed and shall fully complete all work within 90 consecutive calendar days after commencement of work. In no event shall the Contractor perform any work under this Contract or place any materials upon site of said work prior to receipt of said written notice to proceed.

B. EXTENSIONS OF TIME

Extensions of time shall be granted to the Contractor for delays in the completion of the work caused by Acts of God or the public enemy, Act of the State, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided that the Contractor furnished satisfactory and acceptable proof that he/she has made diligent attempts to obtain same) and severe abnormal weather, or delays of subcontractors due to such causes, provided that the cause of any delay or the effect on completion shall not be due to the Contractor's fault, negligence or control, and provided that the Contractor shall notify the Authority in writing of the causes of delay at the time they occur, but not later than two (2) days after the initial occurrence of any cause of delay. The Authority shall promptly ascertain the facts and extent of the delay. Any extensions shall be limited to the actual effect of the excusable cause of delay on completion.

ARTICLE 4. Materials and Workmanship:

Unless otherwise specifically provided for in the Contract Documents, all workmanship covered by the Contract is to be of the best grade of its respective kind for the purpose. The Authority may require the Contractor to remove from the work such employees as it deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Authority to be contrary to the public interest.

ARTICLE 5. Licenses:

The Contractor shall obtain and maintain at his/her own expense all necessary licenses required to do said work.

ARTICLE 6. Termination of Contract:

A. The Authority may, because of breach of the Contract by the Contractor, terminate this Contract at any time by a notice in writing from the Authority to the Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims that the Authority may have against the Contractor. Upon receipt of such notice, the Contractor shall, unless the

notice directs otherwise, immediately discontinue all work and the placing of all orders for labor, materials, facilities, and supplies in connection with the performance of this Contract, and shall proceed to cancel promptly all existing orders and terminate all subcontractors insofar as such orders and/or subcontractors are chargeable to this Contract.

- B. Upon termination of this Contract for breach of the Contract by the Contractor, the Contract price shall be reduced by the amount of any and all claims which the Authority may have against the Contractor for damages incurred by Authority as a result of the breach of the Contract, including the cost to Authority to have the work remaining under the Contract completed by another contractor or through Authority personnel. Such damage shall also include any reasonable attorney's fees and other costs incurred by Authority in effecting the termination of the Contract or completion of the performance of the Contract work. Any Contract funds remaining, including amounts retained from progress payments, or other amounts otherwise earned by the Contractor but not yet paid by Authority on the date of the termination, may be applied by Authority to the damages that it incurred as a result of the Contractor's breach. The balance remaining, if any, after full completion of the Contract work shall be payable to the Contractor. If Contract funds as indicated above are insufficient, the Contractor and its sureties shall be liable for any unpaid balances.
- C. In the event that at any time it becomes necessary for the Authority to terminate this Contract for its own convenience because of cessation of operations for which work under this Contract is required by operation of law or otherwise, or because of any change in the operation of Authority which may render the work under this Contract no longer necessary or advisable, the Authority may for its own convenience and for any such reason terminate this Contract at any time by notice in writing as provided in subparagraph (A) above and upon receipt of such notice the Contractor shall proceed in the same manner as provided in subparagraph (A) above for termination by the fault of the Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be without prejudice to any claims that the Authority may have against the Contractor. Payment to the Contractor in the event of termination for convenience shall be limited to that portion of the Contract price which the amount of work actually completed by the Contractor bears to the total amount of work required to be performed by the Contractor under the provisions of this Contract.

- D. Prior to final settlement upon termination of this Contract, the Contractor shall furnish separate releases of all claims, signed by Contractor, all subcontractors, vendors and suppliers against the Authority arising under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein.

ARTICLE 7. Performance of Work Provisions:

The PHA shall make progress payments approximately every 40 days as the work proceeds, on estimates of work accomplished which meets the standards of quality as approved by the Contracting Officer. The PHA shall retain five (5) percent of the amount of progress payments until completion and acceptance of all work under the contract for a period of 35 days after the recording of a Notice of Completion and the Contractor furnishes a Section VIII, Certifying Payments of Prevailing Wage Rates, and the Authority shall be under no obligation to make its final payment until such time as said Certificate of Payments has been received and the Authority satisfied that the Contractor has complied with such provisions.

ARTICLE 8. Contract Documents:

The Contract Documents consist of the following:

SEE "BID DOCUMENTS TABLE OF CONTENTS"

together with all modifications, certifications and addenda included in or attached to these documents before their execution. All Contract Documents are complimentary so that work or agreements called in one and not mentioned in another are to be executed as though mentioned in all, and each and every difference of opinion respecting the same shall be finally determined by the Regional Housing Authority of Sutter and Nevada Counties. This instrument, together with the documents enumerated in this Article 8 form the Contract and they are as fully a part of the Contract as if attached hereto or herein repeated. In the event that any provision in any of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in Article 8 shall govern, except as otherwise specifically stated.

ARTICLE 9. Waivers:

A waiver of any of the conditions or provisions of the entire Contract between the parties hereto shall not be considered or deemed to be a waiver of any other condition or provision of said Contract.

ARTICLE 10. Severability:

If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on the Contractor and the Authority.

ARTICLE 11. Attorneys Fees and Costs

If legal proceedings or arbitration is commenced to enforce or construe the terms of this Contract, or to sue for damages, the prevailing party in said legal proceedings or arbitration shall be entitled to receive reasonable attorneys fees and costs as determined by the judge or arbitrator in said legal proceedings or arbitration.

ARTICLE 12. Insurance

Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and listing the Housing Authority as a loss payee in the event of a claim.

- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
- (3) Automobile Liability on owned and non -owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 per occurrence.

IN WITNESS WHEREOF, the parties have executed this Contract, in two original counterparts, this \_\_\_\_ day of \_\_\_\_\_, 2014

REGIONAL HOUSING AUTHORITY  
OF SUTTER & NEVADA COUNTIES

CONTRACTOR:

By: \_\_\_\_\_  
Linda J Nichols  
Executive Director

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

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

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

\_\_\_\_\_  
WITNESS



PERFORMANCE BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS: That we

\_\_\_\_\_ a \_\_\_\_\_  
(Name of Contractor) (Corporation, Partnership or Individual)

hereinafter called "Principal" and \_\_\_\_\_  
(Surety)

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

hereinafter called the "Surety", are held and firmly bound into

\_\_\_\_\_ of \_\_\_\_\_,  
(Owner) (City and State)

hereinafter called "Owner", in the penal sum of

\_\_\_\_\_ DOLLARS

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

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

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

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.



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PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

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

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

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

By: \_\_\_\_\_ (S)

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

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

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Surety)

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

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

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

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

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

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

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

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PAYMENT BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS:  
WHEREAS, THE REGIONAL AREA HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES, HEREIN AFTER KNOWN AS THE "AUTHORITY" has awarded to

---

as principal, hereinafter designated as the "Contractor", a Contract for work to supply labor, equipment, materials and related services to Water Meter Installation at Richland Public Housing , Yuba City, CA, as appears in said Contract Documents and Specifications adopted therefore; and

WHEREAS, said Contractor is required by the provisions of said Contract Documents and Specifications to furnish a payment bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, we the undersigned Surety, a corporation authorized to transact a surety business in the State of California, and the Contractor are held and firmly bound onto the Authority, in the sum of \_\_\_\_\_, DOLLARS

(\$ \_\_\_\_\_), to be paid to the Authority or its certain Attorney, its successors and assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such, That if the Contractor, his/her or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay to the persons mentioned in Sections 3110, 3111 and 3112 of the Civil Code of the State of California, or to persons furnishing provisions, provender, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor therein of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed under this Contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code of the State of California, with respect to such work and labor, the Surety hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay reasonable attorney fees to be fixed by the court.

This bond shall inure to the benefit of any person named in Section 3181 of the Civil Code of the State of California so as to give a right of action to such persons or their assignee in any suit brought upon this bond.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract or in the specifications agreed to between the Contractor and the Authority, and no forbearance on the part of the Authority, shall operate to relieve any surety from liability on this bond, and consent by any such surety is hereby given, and said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)  
By \_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety Company)  
By \_\_\_\_\_  
(Principal)

SURETY

(Power of Attorney for person signing for Surety Company, or a certified copy thereof, must be attached. Signatures of person or persons executing for the Surety must be acknowledged.)

CERTIFICATION PURSUANT TO  
LABOR CODE SECTION 1861

- A. "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."
- B. "It is hereby mutually agreed that the Contractor shall forfeit to the Authority a penalty of \$25.00 for each calendar day, or portion thereof, for each worker paid by him/her, or subcontractor under him/her, less than the prevailing wage so stipulated and in addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices."
- C. "It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the Authority, \$25.00 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code Sections 1810-1815, inclusive."
- D. "Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8."
- E. "Properly indentured apprentices may be employed in the prosecution of the work. They must be so employed by any Contractor or subcontractor employing workers in any apprenticeable craft or trade, i.e., a craft or trade determined to be an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. Special attention is directed to that portion of Labor Code Section 1777.5 that requires such a Contractor or subcontractor to obtain from the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Contract work, a certificate approving the Contractor or sub-contractor, for employment and training of apprentices in such area unless already covered by local apprenticeship

standards. Upon the issuance of the certificate, the Contractor or subcontractor, unless exempt pursuant to Section 1777.5 of the Labor Code, shall employ the number of apprentices or the ratio of apprentices to journeymen/woman fixed in the certificate. If there is in the area of the site of the work a fund or funds to administer and conduct the apprenticeship program in any apprenticeable craft or trade, to which fund or funds other contractors in said area are, but the Contractor or subcontractor is not contributing, the Contractor or subcontractor shall contribute to said fund or funds in the same amount or upon the same basis and in the same manner as the other contractors do. For willful failure to comply with Section 1777.5 of the Labor Code the Contractor shall be denied the right to bid on a public works contract for a period of one year from the date the determination is made."

Contractor's Signature: \_\_\_\_\_

Printed Name & Title of Signer: \_\_\_\_\_  
\_\_\_\_\_

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



# General Contract Conditions for Small Construction/Development Contracts

## U.S. Department of Housing and Urban Development

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

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

### 1. Definitions

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

### 2. Prohibition Against Liens

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

### 3. Disputes

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

### 4. Default

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

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

Contractor charged with damages under this clause if –

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

### 5. Termination for Convenience

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

### 6. Insurance

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

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

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 [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 \$1,000,000 [Contracting Officer insert amount] per occurrence.

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

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

## 7. Contract Modifications

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

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

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

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

## 8. Changes

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

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

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided,

stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

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

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

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

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

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

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

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

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

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

### **9. Examination and Retention of Contractor's Records**

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

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

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

### **11. Energy Efficiency**

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

### **12. Procurement of Recovered Materials**

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

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

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

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

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

#### **14. Labor Standards - Davis-Bacon and Related Acts**

##### **(a) Minimum Wages.**

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

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

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

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

- (b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered

apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

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

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

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

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

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

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

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

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

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

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

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

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

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

**(k) Certification of Eligibility.**

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

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

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

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

**(m) Non-Federal Prevailing Wage Rates.** Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is applicable to the contract and shall be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds the applicable wage rate determined by the Secretary of Labor pursuant to the Davis Bacon Act.

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### Applicability

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, 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 particular 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 on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) 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, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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 any 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, 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 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) 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;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) 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 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, sponsor, applicant or owner, 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.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) **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 on 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 on 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 on the wage determination for the 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 on 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.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

**10. (i) Certification of Eligibility.** 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 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 clause set forth in subparagraph (1) of this paragraph, 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 clause set forth in subparagraph (1) of this paragraph, 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 the clause set forth in subparagraph (1) of this paragraph.

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(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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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## SPECIAL CONDITIONS

Work shall include all labor, materials and equipment necessary for:

Scope of work as described in the "Specifications".

Should there be any questions regarding these specifications, please contact the Regional Housing Authority of Sutter and Nevada Counties.

### SCOPE

Work included: All labor, materials, equipment and apparatus for, or incidental to, executing and completing the work of improvement.

#### A. GENERAL REQUIREMENTS

1. Each bidder shall visit the site of the proposed work and fully acquaint him/herself with conditions and labor, so he/she may fully understand the facilities, difficulties, and restrictions attending the execution of work under the Contract.
2. Bidders shall thoroughly examine and be familiar with the Contract Documents.
3. The failure or omission of any bidder to receive or examine any form, instrument, addenda, or other document, or to visit the site and acquaint him/herself with existing conditions, will not relieve him/her from any obligation with respect to his/her bid or to the Contract.
4. Partial payments will be made as the work progresses at the end of each calendar month, or as soon as practical thereafter, on estimates made and approved by the Authority. Unless otherwise agreed upon, there will be retained five percent (5%) of the estimated amount until final completion and acceptance of all work covered by the Contract. On completion and acceptance of the Contract, the Authority will file with the County Recorder, a Notice of Completion, which will serve as formal acceptance of the job. Final payment of five percent (5%) retention will be made 35 days after the Notice of Completion is filed with the County Recorder.

5. INSUFFICIENT PERFORMANCE BY CONTRACTOR

Three-Day Notice:

If, in the opinion of the Housing Authority, the Contractor at any time during the progress of the work refuses or neglects to supply a sufficiency of materials and labor, or fails to perform any provision of this Contract, the Authority may, without prejudice to any other remedy, provide materials and labor to make good such deficiencies or complete the Contract by whatever method the Authority may deem expedient, and the cost and expense thereof shall be deducted from the Contract amount. The Authority shall first deliver or mail to the Contractor, and its surety at the last business or residence addresses on file with the Authority, a written notice giving the Contractor three (3) days to correct its deficiencies or failures to the satisfaction of the Authority.

6. The General Contractor shall furnish to the Housing Authority criminal background checks for all employees of the general contractor and all subcontractors that will be on the project site. The Housing Authority reserves the right to ban any employee of the general contractor or their subcontractors that the Housing Authority finds "objectionable".

B. COMPLIANCE

All work shall comply with all of the latest applicable laws, statutes, ordinances, regulations, and codes of any government agency having jurisdiction, including the State Fire Marshall and Division of Industrial Safety.

C. APPROVALS

The Authority shall have the right to accept or reject equipment, materials, workmanship, and tests, and determine when the Contractor has complied with the requirements herein specified.

D. LICENSES AND ROYALTIES

The Contractor shall guarantee that all licenses and royalties for use of any patented features of the system will be paid for by the Contractor before acceptance of the installation.



E. ANTITRUST CLASS ASSIGNMENT

The Contractor offers and agrees and will require all of the subcontractors and suppliers to agree to assign to the Authority all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Sec. 16700 (N) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract. The assignment made by the Contractor and all additional assignments made by subcontractors and suppliers shall be deemed to have been made and will become effective at the time the Authority tenders final payment to the Contractor without further acknowledgement or the necessity of tendering to Authority any written assignments.

F. ARBITRATION OF CLAIMS

Except as modified herein, by entering into this Contract, the parties mutually agree, pursuant to Public Contract Code Section 22201 to arbitration as the exclusive means of resolving all claims, including extensions of time, arising under or relating to this Contract. After initial determination by the Authority, unresolved disputes shall be decided by a person designated by the Authority who shall not be an agent or employee of the Authority and whose decision shall be independently reached pursuant to the procedures under Public Contract Section 10240 et. seq., and any regulations implementing that statute and this clause. The Contractor may submit recommended names for the person to be designated but the decision on the person to be selected shall be that of the Authority. In addition to the requirements of Public Contract Code Section 10240.B, the arbitrator's decision shall state the reasoning in support of the decision, including findings of fact and conclusions of law.

G. AUDITS

If the Contract exceeds Ten Thousand Dollars (10,000.00), the parties agree that to the extent required by law the Contract and all Contract records, including payroll and employee time records, shall be subject to audit for three years following final payment if funding for the Contract is from State funds.

## H. RESPONSIBILITY OF UTILITIES

Except as otherwise provided, the Contractor shall be responsible for the cost of all work, expense or special precautions caused or required by the existence of utilities encountered in performing the work. The Contractor is cautioned that utilities may include water, gas, and sewer mains or laterals as well as overhead telephone and electrical service lines and when working or excavating in the vicinity of such, the Contractor shall observe any special precautions required. Warning signs, barricades, and safety devices shall be erected as necessary.

If during the course of the work the Contractor encounters utility installations which are not shown or indicated in the plans or in the special provisions, or which are found in a location substantially different from that shown or indicated, and the presence of utilities is not reasonably apparent from visual examination or inference, the Contractor shall promptly notify the Authority in writing. Where necessary for the work of the Contract, the Authority shall issue a change order to compensate the Contractor for the cost of locating and repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment at the project site necessarily idled during such work.

The Contractor shall not be assessed liquidated damages for delay in completion of the project, when the delay was caused by the failure of the Authority or the owner of the utility to remove or relocate the utility facilities.

If the Contractor fails to give the notice specified above and acts without instructions from the Authority, then the Contractor shall be liable for any or all damage to such utilities or other work of the Contract that arises from operations subsequent to discovery thereof.

## I. SUBSTITUTION OF SECURITIES

On request of the Contractor, acceptable investment securities of equivalent value may be substituted for amounts retained or withheld from progress payments. The securities shall be deposited in escrow with the Authority or a bank. On satisfactory completion of the Contract work the securities and interest received shall be returned to the Contractor. Any escrow or administrative expense associated with the deposited securities shall be paid by the Contractor and may be offset by the Authority against any amounts due under the Contract and the escrow or may be paid by converting sufficient securities to cash. The securities shall be converted to cash to provide funds to meet defaults by or claims against the Contractor.

J. PREVALING WAGE LANGUAGE

The Department of Labor and the Department of Housing and Urban Development have determined that this job requires compliance with the Davis-Bacon Act and the payment of not less than the prevailing wage as determined by the Department of Labor and published in the attached wage determination. For all job classifications not listed in the attached wage determination, the successful general contractor shall, after the award of bid, but prior to the start of work involving those classifications, conduct a wage survey of at least three local subcontractors for each job classification not listed on the wage determination to be utilized in performing the work. The results of that survey shall be provided to the Housing Authority for forwarding to the Labor Standards Division of HUD. Based upon that survey, the Department of Labor shall issue a supplemental wage determination for the job to cover the additional job classifications. It shall be required that the general and all subcontractors pay not less than the prevailing wage rates as stated in the initial and supplemental wage determinations.

Any prevailing wage rate determined under State law to be prevailing with respect to an employee in any trade employed under the contract is applicable to the contract and shall be enforced whenever such prevailing wage rate exceeds: The wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a et seq.) To be prevailing in the locality with respect to such trade; an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the Department of Labor Office of Apprenticeship.

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# Executive Order 11246

## **EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin**

### BASIC PROVISIONS

Since 1965, the U.S. Department of Labor's Office of Federal Contract Compliance Programs (**OFCCP**) has been committed to ensuring that Government contractors comply with the equal employment opportunity (**EEO**) and the affirmative action provisions of their contracts.

OFCCP administers and enforces Executive Order 11246, as amended, which prohibits federal contractors and federally-assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin.

The Executive Order also requires Government contractors to take affirmative action to insure that equal opportunity is provided in all aspects of their employment.

### AFFIRMATIVE ACTION REQUIREMENTS

Each Government contractor with 50 or more employees and \$50,000 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments.

A written affirmative action program helps the contractor identify and analyze potential problems in the participation and utilization of women and minorities in the contractor's workforce.

If there are problems, the contractor will specify in its AAP the specific procedures it will follow and the good faith efforts it will make to provide equal employment opportunity.

Expanded efforts in outreach, recruitment, training and other areas are some of the affirmative steps contractors can take to help members of the protected groups compete for jobs on equal footing with other applicants and employees.

### ENFORCEMENT AND COMPLIANCE

#### Compliance Reviews

OFCCP conducts compliance reviews to investigate the employment practices of Government contractors. During a compliance review, a compliance officer examines the contractor's affirmative action program; checks personnel, payroll, and other employment records; interviews employees and company officials; and investigates virtually all aspects of employment in the company.

The investigator also checks to see whether the contractor is making special efforts to achieve equal opportunity through affirmative action. If problems are discovered,

OFCCP will recommend corrective action and suggest ways to achieve equal employment opportunity.

### Complaint Investigations

Individuals may file complaints if they believe they have been discriminated against by federal contractors or subcontractors. Complaints also may be filed by organizations on behalf of the person or persons affected.

Complaints must be filed within 180 days from the date of the alleged discrimination, although filing time can be extended for a good reason.

If a complaint filed under Executive Order 11246 involves discrimination against only one person, OFCCP will normally refer it to the EEOC. Cases involving groups of people or indicating patterns of discrimination are generally investigated and resolved by OFCCP. Complaints may be filed directly with any of OFCCP's regional or district offices throughout the country, or with OFCCP in Washington, D.C.

### Compliance Assistance

To help contractors understand their contractual obligations for EEO and affirmative action, OFCCP provides technical assistance. District office staff offers guidance to contractors on how to develop an affirmative program through company seminars, training programs held in conjunction with industry liaison groups, and one-on-one consultations on affirmative action practices and procedures.

### Enforcing Contract Compliance

When a compliance review discloses problems, OFCCP attempts to work with the contractor, often entering into a conciliation agreement. A conciliation agreement may include back pay, job offers, seniority credit, promotions or other forms of relief for victims of discrimination. It may also involve new training programs, special recruitment efforts, or other affirmative action measures.

When conciliation efforts are unsuccessful, OFCCP refers the case to the Office of the Solicitor for enforcement through administrative enforcement proceedings. A contractor cited for violating EEO and affirmative action requirements may have a formal hearing before an administrative law judge.

If conciliation is not reached before or after the hearing, sanctions may be imposed. For example, a contractor could lose its government contracts or subcontracts or be debarred, i.e., declared ineligible for any future government contracts.

### Further Information

For more information about contract compliance, filing complaints, or compliance assistance, contact any of OFCCP's regional or district offices. All offices are listed in telephone directories under U.S. Department of Labor, Employment Standards Administration, Office of Federal Contract Compliance Programs.

# Executive Order 11246, As Amended

## **Executive Order 11246 - Equal Employment Opportunity**

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

### **Part I - Nondiscrimination in Government Employment**

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

### **Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors**

#### **Subpart A - Duties of the Secretary of Labor**

**SEC. 201.** The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### **Subpart B - Contractors' Agreements**

**SEC. 202.** Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements 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 or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor 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 such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 203.** Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.



(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of

this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 204** (a) The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

(b) The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

(c) Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to

perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

(d) The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

### **Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies**

**SEC. 205.** The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 206.** The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 207.** The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 208.** The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

#### **Subpart D - Sanctions and Penalties**

**SEC. 209.** In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any non-complying contractor, until such contractor has satisfied the Secretary of Labor

that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 210.** Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

**SEC. 211.** If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 212.** When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### **Subpart E - Certificates of Merit**

**SEC. 213.** The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

**SEC. 214.** Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

**SEC. 215.** The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

### **Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts**

**SEC. 301.** Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee there under, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations there under, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 302.** "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

**SEC. 303.** The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 304.** Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued there under.

#### **Part IV - Miscellaneous**

**SEC. 401.** The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 402.** The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

**SEC. 403.** Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment

Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

**SEC. 404.** The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

**SEC. 405.** This Order shall become effective thirty days after the date of this Order.

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STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)  
41 CFR 60-4.3(a)

1. As used in these specifications:
  - a) "Covered area" means the geographical area described in the solicitation from which the contract resulted;
  - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegated authority;
  - c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d) "Minorities" includes:
    - 1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - 2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - 3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Island); and
    - 4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor or Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice that contains the applicable goals for minority and female participation and that is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades that have unions participating in the Plan.

Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has collective bargaining agreements, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve

maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor, where possible, will assign two or more women to each construction project.

The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.
- c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicants and minority or female referrals from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by a Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e) Develop on-the-job training opportunities and/or participating in training programs for the area that expressly includes minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department

of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of application for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening, procedures, and tests to be used in the selection process.

- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor's work force.
  - k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n) Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o) Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minorities and non-minorities. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).

9. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
10. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the office of the Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
12. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 or these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
14. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hire of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## THE EQUAL OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, that is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, 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, or national origin.
3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In the event of the contractor's noncompliance with the discrimination clause of this contract or with any of the said rules, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5. The contractor will include the portion of the sentence immediately preceding paragraph 1. and the provisions of paragraphs 1. through 5. in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; provided, that if the applicant so participating in a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.



The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33 FR 7804, May 28, 1968, as amended at 34 FR 744, January 17, 1969; 40 FR 14083, March 28, 1975)

### SECTION 3 OF THE HUD ACT OF 1968

Under the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, the Housing Authority shall require that, to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing within the unit of the local government.

Under Executive Order 11246, as amended, the Housing Authority shall advise all contractors entering into construction related contracts over \$25,000 to document affirmative actions taken to ensure equal opportunity in employment. As part of its normal contract administration, the Housing Authority is responsible for determining compliance with the EEO clause.

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## SECTION 3 CLAUSE

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

- A. The work to be performed under this contract is subject to 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 of this contract agree to comply with HUD's regulations in 24 CFR part 135, which implements 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. Non compliance 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.

Regional Housing Authority of Sutter and Nevada Counties  
SECTION 3 REQUIREMENTS

1. Affirmative Action Plan for Small Business

Prior to commencement of work, each Contractor and Subcontractor, regardless of tier for a Section 3 covered project, must provide the Regional Housing Authority of Sutter and Nevada Counties with an affirmative action plan for subcontractors that explains the contractor's "good faith" effort to obtain subcontractors that are small business concerns located in the Section 3 covered project area or owned in substantial part by Section 3 covered project area residents. The affirmative action plan for small business concerns must include the following information:

- a) The approximate dollar value of all contracts awarded to all businesses within each category (type or profession) over the duration of the Section 3 project including the name of each business to which the contracts are awarded (form SEC3-1 page1).
- b) An outline of the "good faith" effort to obtain subcontractors that are Section 3 covered firms. As a minimum "good faith" effort, the Contractor (or Subcontractor) shall submit the names of all small business concerns from whom bids are requested and who were not accepted as subcontractors. (Form SEC3-1 page 2).

2. Affirmative Action Plan for Lower Income Development Area Residents

To ensure that each Contractor or Subcontractor utilize to the greatest extent feasible, lower income Development area residents as employees and as trainees, the federal government requires that each Contractor and Subcontractor, regardless of tier, submit to the Housing Authority an affirmative action plan for the employees and trainees, which must include the following information:

- a) A list of the positions in the various occupational categories including skilled, semiskilled and unskilled labor needed to perform each phase of the project (form SEC3-2 page1);
- b) An indication, on the above list, of the positions that are currently occupied by regular permanent employees and the positions that are not currently occupied by regular permanent employees;

- c) An indication, on the above list, of a goal for the positions not currently occupied to be filled by lower income residents of the Section 3 covered project area;
- d) A designation of the minimum number of trainees (apprentices) (State Labor Code 1777.5 and 29 CFR Part 5(a), 1 to 5) for each occupation and a goal for filling the unfilled trainee positions with Section 3 covered project area residents; and
- e) An outline of the "good faith" effort to be undertaken to fill all vacant positions identified above with Lower Income residents of the Section 3 covered project area. (Form SEC3-2 page 2)

The Contractor and Subcontractor shall maintain evidence acceptable to the Secretary that it has undertaken the following actions:

- a) Attempted to recruit from appropriate areas the necessary number of lower income residents through the following actions:
  - (1) Placed an advertisement in a local media; and
  - (2) Placed a sign at the proposed site of the project. If applicable, a sign, placed at community organizations and public or private institutions operating within or serving the project area such as:
    - a. Urban League
    - b. National Economic Development Administration
    - c. State Employment Development Department
    - d. National Association for the Advancement of Colored People (NAACP)
    - e. Office of Equal Opportunity in Construction (OEOC)

- b) Not filled vacant employment positions in its organization immediately prior to undertaking work in an attempt to circumvent Section 3 regulations;
- c) Maintained a list of all applicants for employment including information on address and ethnicity whenever possible.

As a minimum “good faith” effort for the recruitment of lower income residents as trainees, the Contractor and Subcontractor shall maintain evidence acceptable to the Secretary that it has undertaken the following actions:

- a) Attempted to recruit from appropriate areas the necessary number of lower income residents through the following actions:
  - (1) Coordinate and cooperate with the Housing Authority;
  - (2) Placed an advertisement in a local media; and
  - (3) Placed a sign at the proposed site of the project.
- b) Maintained a list of all lower income Section 3 covered project area residents who have applied or been referred.

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EO-28



CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS

TO: Regional Housing Authority of Sutter and Nevada Counties

SUBJECT: Richland Public Housing Water Meter Installation

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b> 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# Checklist of Labor Law Requirements

(CCR Title 8, Section 16421)

Ultimately the prime contractor is liable for their sub and specialty contractors. This checklist is a useful tool for the prime contractor to ensure that their sub and specialty contractors know their responsibilities on public works projects. Contractors who understand and comply with the law are more likely to deliver the job on time, on budget and done right the first time. We suggest the prime contractor encourage completion of this checklist by their sub and specialty contractors.

NAME (PRINT) \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ FAX \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PROJECT MANAGER \_\_\_\_\_ SUPERINTENDENT/FOREMAN \_\_\_\_\_

CERTIFIED PAYROLL \_\_\_\_\_ PHONE/EXT. \_\_\_\_\_

CONTRACTOR LICENSE NO. \_\_\_\_\_ EXP. DATE \_\_\_\_\_ SPECIALTY LICENSE NO. \_\_\_\_\_

SELF-INSURED CERTIFICATE NO. \_\_\_\_\_ WORKERS COMP. POLICY NO. \_\_\_\_\_

PROJECT NAME \_\_\_\_\_ PROJECT #/BID PACKAGE# \_\_\_\_\_

AWARDING BODY \_\_\_\_\_ ADVERTISEMENT DATE \_\_\_\_\_

IF SUB-CONTRACTING, LIST YOUR PRIME/GENERAL CONTRACTOR \_\_\_\_\_

CONTRACT AWARD AMOUNT \_\_\_\_\_

THE FEDERAL AND STATE LABOR LAW REQUIREMENTS APPLICABLE TO THE CONTRACT ARE COMPOSED OF, BUT NOT LIMITED TO, THE FOLLOWING:

## Payment of Prevailing Wage Rates

The contractor to whom the contract is awarded and its subcontractors hired for the public works project are required to pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract. *Labor Code Section 1770 et seq.*

The contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view. Additionally, current wage rate information can be found at the DLSR web site, [www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html).

## Apprentices

It is the duty of the contractor and subcontractors to employ registered apprentices on the public works project and to comply with all aspects of *Labor Code Section 1777.5*, relating to Apprentices on Public Works. (1) Notify approved apprenticeship programs of contract award; (2) employ apprentices; (3) pay training fund contributions.

## Penalties

There are penalties required for contractor's/subcontractor's failure to pay prevailing wages and for failure to employ apprentices, including forfeitures and debarment under *Labor Code Sections 1775; 1776; 1777.1; 1777.7 and 1813*.

## Certified Payroll Reports

Under *Labor Code Section 1776*, contractors and subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work; also the straight time and overtime hours worked each day for each week, the fringe benefits, and, the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired in connection with the public works project.

This requirement includes and applies to all subcontractors performing work on Awarding Body projects even if their portion of the work is less than one half of one percent (0.05%) of the total amount of the contract.

The certified payroll records shall contain the same data fields listed on the *Public Works Payroll Reporting Form (A-1-131)* and contain or is accompanied by a declaration made under penalty of perjury. (*California Code of Regulations, Section 16401*).

## Checklist of Labor Law Requirements, continued

given week, the Certified Payroll Report shall be annotated: "No work" for that week or a Non-Performance Statement must be submitted.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the contractor/subcontractor, or shall be furnished to any employee, or his/her authorized representative on request, pursuant to *Labor Code Section 1776*.

Under *Labor Code Section 1776(g)* there are penalties required for contractor's/subcontractor's failure to maintain and submit copies of certified payroll records on request.

**Nondiscrimination in Employment**

There exist prohibitions against employment discrimination under *Labor Code Sections 1735 and 1777.6*, the *Government Code*, the *Public Contracts Code*, and *Title VII of the Civil Rights Act of 1964*.

**Kickbacks Prohibited**

Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages under *Labor Code Section 1778*.

**Acceptance of Fees Prohibited**

There exists a prohibition against contractor/subcontractor acceptance of fees for registering any person for public work under *Labor Code Section 1779*; or for filling work orders on public works contracts pursuant to *Labor Code Section 1780*.

**Listing of Subcontractors**

All prime contractors are required to list properly all subcontractors hired to perform work on the public works projects covering more than one-half of one percent, pursuant to *Government Code Section 4104*.

**Proper Licensing**

Contractors are required to be licensed properly and to require that all subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under *Labor Code Section 1021* and under the California Contractor License Law found at *Business and Professions Code Section 7000 et seq.*

**Unfair Competition Prohibited**

Contractors and sub-contractors are prohibited from engaging in unfair competition as specified under *Business and Professions Code Sections 17200 to 17208*.

**Workers Compensation Insurance**

*Labor Code Section 1861* requires that contractors and subcontractors be insured properly for Workers Compensation.

**OSHA**

Contractors and subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

**Proof of Eligibility/Citizenship**

The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers, is required.

**Itemized Wage Statement**

*Labor Code Section 226* requires that employees be provided with itemized wage statements.

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### CERTIFICATION

I acknowledge that I have been informed and am aware of the foregoing requirements and that I am authorized to make this certification on behalf of \_\_\_\_\_

(COMPANY NAME)

I fully understand that failure to comply with any of the above requirements may subject me, or my company, to penalties as provided above.

Contractor \_\_\_\_\_

(SIGNATURE)

(DATE)

# Construction Progress Schedule

U.S. Department of Housing and Urban Development

OMB Approval No. 2577-0157 (Exp. 01/31/2014)

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.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)

2. City		3. State	5. Project Name				
4. Location			6. Project Number				
7. Contract For			8. Contract Time (Days)				
9. From (mm/dd/yyyy)		To (mm/dd/yyyy)		10. Contract Price \$			
11. Number of Buildings		12. Number of Dwelling Units			13. Number of Rooms		

Submit as many pages as necessary to cover the construction period.)	Year (yyyy)						
	Month						
Actual Monthly Work in Place	Value, (\$)						
Actual Accumulated Progress	(/o)						
Anticipated Monthly Value	(\$)						
Accumulated Scheduled Progress	(/o)						

Submitted by	Contractor's Name		
	Title	Signature	Date (mm/dd/yyyy)
Approved by	PHA/IHA		
	Title		Date (mm/dd/yyyy)
Approved by	Architect		Date (mm/dd/yyyy)

**Instructions for Preparation of Construction Progress Schedule  
Form HUD-5372**

**General.** The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

**Year and Month.** At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

**Year.** Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

**Month.** The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

**Computation of Anticipated Monthly Value of Work in Place**

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

**Accumulated Scheduled Progress – %**

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

**Charting Actual Progress.** The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place – \$" and Actual Accumulated Progress – %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

<b>% of Contract Time</b>	<b>% of Accumulated Progress</b>
0	0
10	2
20	8
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.



# 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. 01/31/2014)

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

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

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

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

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, 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)

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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.," "cu. 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
1	Bond	20	Rough Carpentry		<b>Site Improvements</b>
2	General Conditions \1	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	<b>Structures</b>	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		<b>Equipment</b>
15	Stonework	35	Plumbing	57	Shades & Drapery Rods
16	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
17	Metal Windows	37	Ventilating System	59	Refrigerators
18	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
19	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		
		42	(Other)	63	<b>Punch List \2</b>
		43	(Other)	64	Lawns & Planting

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

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

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# PUBLIC WORKS PAYROLL REPORTING FORM

Page \_\_\_\_\_ of \_\_\_\_\_

NAME OF CONTRACTOR: OR SUBCONTRACTOR:		ADDRESS:		CONTRACTOR'S LICENSE NO.:		SPECIALTY LICENSE NO.:																				
PAYROLL NO.:		FOR WEEK ENDING:		SELF-INSURED CERTIFICATE NO.:		WORKERS' COMPENSATION POLICY NO.:																				
(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY				(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED								(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS								(9) NET WGS PAID FOR WEEK	CHECK NO.
			M	T	W	TH																				
			HOURS WORKED EACH DAY						THIS PROJECT		ALL PROJECTS		FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION							
									THIS PROJECT		ALL PROJECTS		TRAINING	FUND ADMIN	DIUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS							
									THIS PROJECT		ALL PROJECTS		FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION							
									THIS PROJECT		ALL PROJECTS		TRAINING	FUND ADMIN	DIUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS							
									THIS PROJECT		ALL PROJECTS		FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION							
									THIS PROJECT		ALL PROJECTS		TRAINING	FUND ADMIN	DIUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS							

**CERTIFICATION MUST be completed**  
(See reverse side)

\*OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

S = STRAIGHT TIME  
O = OVERTIME  
SDI = STATE DISABILITY INSURANCE

**NOTICE TO PUBLIC ENTITY**

**For Privacy Considerations**

**Fold back along dotted line prior to copying for release to general public (private persons).**

(Paper Size then 8-1/2 x 11 inches)



I, \_\_\_\_\_, the undersigned, am the  
(Name – print)

\_\_\_\_\_ with the authority to act for and on behalf of  
(Position in business)

\_\_\_\_\_, certify under penalty of perjury  
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of \_\_\_\_\_  
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)  
of the actual disbursements by way of cash, check, or whatever form to the individual or  
individuals named.

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

Signature: \_\_\_\_\_

A public entity may require a stricter and/or more extensive form of certification.

## **Summary of Work**

### **General**

PROJECT DESCRIPTION – Provide all labor, fittings, fabrication, equipment, appurtenances, transportation and services required necessary for and incidental to the completion of work indicated by the Contract Documents entitled:

### **INSTALLATION OF WATER METERS**

CONTRACT – Single Contract: All work under this Contract will be executed under one prime contract between Owner and General Contractor.

EXAMINATION OF SITE – Failure to visit site will not relieve Contractor from necessity of furnishing materials or performing work that may be required to complete work in accordance with Drawings and Specifications without additional cost to Owner. Contractor is responsible for “field verifying” all measurements, Owner is not responsible for variation between drawings and work site.

CONTRACTOR’S USE OF PREMISES – The contractor shall use his best efforts to avoid disrupting the tenants and adjacent Property Owners. Contractor shall limit his use of the premises for work and for storage. Coordinate use of premises under direction of the Owner. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site. Move any stored products, under Contractor’s control, which interfere with operations of the Owner or separate contractor.

LICENSE, FEES, AND PERMITS – General Contractor shall arrange for all required inspections and pay for all license and inspection fees, as needed.

### **Execution**

PROJECT DESCRIPTION – Contractor improvements to the building include, but are not limited to, installation of Housing Authority supplied water meters and Contractor supplied quarter turn water valves. Contractor will supply all necessary fittings and parts.

**END OF SECTION**

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## Project Coordination

01040-1

### PROJECT COORDINATION

The requirements of the General Conditions, apply to the work of this section.

#### **PART 1 – GENERAL**

Contractor shall: Coordinate work of his own employees and subcontractors, expedite his work to assure compliance with schedule.

#### CONSTRUCTION ORGANIZATION AND START-UP

Contractor shall establish on-site lines of authority and communications regarding the following:.

Schedule and conduct preconstruction meeting and progress meetings.

Establish procedures for project communications.

- Use "Request For Information" (RFI) form for all correspondence with Owner; use form at end of section.
- Submittals.
- Recommendations.
- Schedules.
- Resolution of conflicts.

Interpret Contract Documents

- Consult with Owner to obtain interpretation.
- Assist in resolution of questions or conflicts which may arise.
- Transmit written interpretations.

Control the use of Site:

- Supervise field engineering and site layout.
- Allocate field office and storage space, and work and storage areas.
- Establish access, traffic and parking allocations and regulations.
- Monitor use of site during construction.

#### CONTRACTOR'S DUTIES

General Contractor responsible for field verification of Field Conditions as follows:

- Verify actual field conditions as related to drawing dimensions.

[Type text]

## **Project Coordination**

**01040-2**

- Report discrepancies which will prevent proper performance of work, to the Owner in writing.

General Contractor responsible for Construction Schedules as specified in Spec. Section 01300.

General Contractor responsible for processing Shop Drawings, Product Data and Samples as specified in Spec. Section 01300.

General Contractor responsible for preparing Coordination Drawings as required to resolve conflicts and to assure coordination of the work.

- Submit to Owner
- Reproduce and distribute copies to concerned parties after Owner review.

General Contractor responsible for Inspection and Testing:

- Inspect work to assure performance in accord with requirements of Contract Documents.
- Administer special testing and inspections of suspect Work.
- Reject Work which does not comply with requirements of Contract Documents.
- Coordinate Testing Laboratory Services:
- Verify that required laboratory personnel are present.
- Verify that tests are made in accordance with specified standards.
- Review test reports for compliance with specified criteria.
- Recommend and administer any required retesting.

General Contractor responsible for monitoring the use of temporary utilities as follows:

- Verify that adequate services are provided and maintained.
- Coordinate use of Owners facilities.

General Contractor responsible for monitoring periodic cleaning as follows:

- Enforce compliance with specifications
- Resolve any conflicts

General Contractor responsible for arrangement for delivery and storage of Owner-furnished products.

- Inspect for condition at delivery.

[Type text]

## **Project Coordination**

**01040-3**

Changes and Substitutions – General Contractor responsible for the following:

- Recommend necessary and desirable changes to Owner.
- Review requests for changes and substitutions; submit recommendations to Owner.

General Contractor to provide cost control for Project:

- Unit costs
- Actual costs for labor and materials.
- Other basis requiring accounting records.

General Contractor responsible for maintaining Reports and Records at Job Site, available to Owner.

- Dailey log of progress of Work. (sample at the end of this section)
- Records:
- Contracts.
- Purchase Orders.
- Materials and equipment records
- Applicable handbooks, codes and standards.

Obtain information and maintain file of record documents.

Assemble documentation for handling of claims and disputes.

### **CONTRACTOR CLOSE-OUT DUTIES**

General Contractor responsible for conducting and inspection at completion of Work to assure that :

- Specified cleaning has been accomplished.
- Temporary facilities have been removed from site.

At Substantial Completion, General Contractor to comply with all requirements as specified in Spec. Section 01700.

**END OF SECTION**

[Type text]

**Project Coordination**

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# FOREMAN'S DAILY REPORT

Report Number: _____
Date: _____ M T W Th F Sat Sun (circle one)
Shift Hours: Start: _____ Stop: _____
Weather: _____

Location and Description of Operation: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## CONTRACTOR/SUBCONTRACTOR (circle one)

Contractor Name:	
Contact Name:	
Address:	
Phone Number:	
CSBL#:	

## WORKFORCE

# of Workers	Classification	Description of Work Performed	Hours	Name(s)

## EQUIPMENT ON SITE

Equipment No.	Description	Running (# of hours)	Idle/Down	Reason for idleness or other remarks

Remarks/Notes: \_\_\_\_\_  
 \_\_\_\_\_

AWARDING AGENCY: \_\_\_\_\_



## **PART 1 – GENERAL**

The requirements of the General Conditions apply to the work of this section.

### **SCOPE**

**SCHEDULE OF AMOUNTS:** Contractor, within seven days following the contract signing, will submit to the Owner a Schedule of Amounts, listing projected dates and amounts of pay requests, along with dates when payments will be due. A schedule of amounts shall be developed using each item of the Chart as a line item. Upon request of the Owner, support the values with data which will substantiate their correctness. The Schedule or Amounts, unless objected to by the Owner, shall be used only as the basis for the Contractor's Applications for Payment. The monthly application for payment shall match this schedule of values.

**APPLICATIONS FOR PAYMENT:** Submit Applications for Payment to Owner in accordance with the schedule established by the Conditions of the Contract and Agreement Between Owner and Contractor.

Refer to the following related sections

- A. Agreement Between Owner and Contractor: Lump Sum and Unit Prices.
- B. Conditions of the Contract: Progress Payments, Retainages and Final Payment.
- C. Section 01300: Submittals.
- D. Section 01700: Contract Closeout.

### **SCHEDULE OF AMOUNTS**

#### **FORM AND CONTENT OF SCHEDULE OF VALUES**

Identify the title of the project and location, Owner and project number, name and address or contractor, date of submission. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.

Follow the table of contents of this Project Manual as the format for listing component items. Identify each line item with the number and title of the respective major section of the specifications. For each major line item, list sub-values of major products of operations under the item.

#### SUBSCHEDULE OF UNIT MATERIAL VALUES

Submit a sub-schedule of unit costs and quantities for products on which progress payments will be requested for stored products. The forms of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values. The unit quantity for bulk materials shall include an allowance for normal waste. The unit values for the materials shall be broken down into:

A. Cost of the material, delivered and unloaded at the site, with taxes paid.

B. Installation costs, including Contractor's overhead and profit.

The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Amounts.

#### APPLICATION FOR PAYMENT – FORMAT AND DATA REQUIRED

Submit itemized applications typed on AIA Document G702, Application and Certificate for Payment and continuation sheets G703, prepared as follows:

**APPLICATION FORM:** Fill in required information, including that for Change Orders executed prior to date submittal of application. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets. Execute certification with signature of a responsible officer of Contractor firm.

**CONTINUATION SHEET:** Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar, or as specified for Schedule of Amounts. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order number and description as for an original component item of work.

**LIEN RELEASES:** Each application shall be supported by copies of lien releases for all work completed up to the previous pay request. Lien releases shall be provided to the Owner for all labor and material subcontracts prior to the approval of the Application for Payment.

**SUBSTANTIATING DATA FOR PROGRESS PAYMENTS:** When the Owner requires substantiating data, Contractor shall submit suitable information with a cover letter identifying the project, application number, and date, detailed list of enclosures, and for stored products, the item number and identification as shown on the application and the description of specific material. Submit one copy of data and cover letter for each copy of application.



PREPARATION OF APPLICATION FOR FINAL PAYMENT: Fill in Application form as specified for progress payments. Use continuation sheet for presenting the final statement of accounting.

SUBMITTAL PROCEDURE: Submit Applications for Payment to Owner at the times stipulated in the Agreement.

#### **CHANGE ORDER – FORMAT AND DATA REQUIRED**

Designate in writing the member of Contractor's organization who is authorized to accept changes in the Work and who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.

PRELIMINARY PROCEDURES: Owner may initiate changes by submitting a Proposal Request to Contractor. Request to include detailed description of the change, products, and location of the change in the Project with supplementary or revised drawings and specifications. The General Contractor is to be provided the projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized along with a specific period of time during which the requested price will be considered valid. Such request is for information only, and is not an instruction to execute the change, nor to stop Work in progress.

Contractor may initiate changes by submitting a Proposal Request to the Owner, containing description of the proposed changes, statement of the reason for making the changes, statement of the effect on the Contract Sum and the Contract Time, statement of the effect on the work of separate contractors and documentation supporting and change in the Contract Sum or Contract Time, as appropriate. Contract Sum changes shall be accompanied by labor hour rates and total hours and materials costs details.

#### **PREPARATION OF CHANGE ORDERS**

Contractor to prepare each Change Order on AIA Document G701. Change Order to describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change. Change Order to provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

LUMP-SUM/FIXED PRICE CHANGE ORDER: Owner will sign and date the Change Order as authorization for the contractor to proceed with the changes. Contractor to sign and date the Change Order to indicate agreement with the terms therein.

TIME AND MATERIAL CHANGE ORDER/ CONSTRUCTION CHANGE: Owner will issue a Construction Change Authorization directing Contractor to proceed with the changes. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article " Documentation of Proposals and Claims" of this Section. Owner will determine the allowable cost of such work, as provided in the General Conditions and Supplementary Conditions. Owner and Contractor to sign and date Change Order to indicate their agreement therewith.

### **DOCUMENTATION OF PROPOSALS AND CLAIMS**

Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Owner to evaluate the quotation.

On request provide the following additional data to support time and cost computations.

- Labor required
- Equipment required
- Products required
- Recommended source of purchase and unit price
- Quantities required
- Taxes, insurance and bonds
- Credit for work deleted from Contract, similarly documented
- Overhead and profit
- Justification for any change to Contract Time

Support each claim for additional costs, and for work done on a time-and – material/force account basis, with documentation as required for a lump-sum proposal, plus additional information, including the following:

Name of the Owners authorized agent who ordered the work, and date of the order.

- Dates and times work was performed, and by whom.
- Time record, summary of hours worked, and hourly rates paid.

Receipts and invoices for:

- Equipment used, listing dates and times of use.
- Subcontractors.

### **CONSTRUCTION CHANGE AUTHORIZATION**

In lieu of Proposal Request, Owner may issue a Construction Change Authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order. The authorization will describe changes in the work, both additions and deletions, with attachments of revised contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in the Contract Time. Owner will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

#### **CORRELATION WITH CONTRACTOR'S SUBMITTALS**

Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum. Periodically revise the Construction Schedule to reflect each change in Contract time.

Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

#### **CLOSE-OUT DOCUMENTATION**

Final Close-out Payment and Change Order documentation will be delivered to the Owners office no later than **30 calendar days** after substantial completion. Notwithstanding the foregoing without limiting Owner's rights herein, in the event that General Contractor does not deliver documentation, through no fault or delay of Owner, the Owner may determine that all sums due the contractor have been paid and no further payment is due and the contract is complete, or alternately the **Owner may deduct the sum of \$500.00 for each day** beyond the documentation period that contractor has failed to deliver all final close-out documentation.

**CHANGE ORDER REQUEST FORM**

**PROJECT:**

**PROJECT ADDRESS:**

**DATE:**

**OWNER:**

**OWNER'S ADDRESS:**

**CONTRACT DATE:**

---

**DESCRIPTION OF WORK:**

---

**PROPOSED COST:**

Attach all Materials and Labor Back-up Materials

**Materials Breakdown**

**Labor – (Include Hourly Rate and # of Hours by Trade)**

**TOTAL:**

---

The Contract Time will be (increased) (decreased) by ( ) days.

**ATTACHMENTS PROVIDED:** Itemize all attachments below.

**APPROVED BY:**

---

(Name)

(Company)

---

(Date)

## CONSTRUCTION SCHEDULES

The requirements of the General Conditions and Division 1 apply to all work hereunder.

### **PART 1 - GENERAL**

#### SCOPE OF SCHEDULES

Submit to Owner for approval the following chart and progress reports as specified herein.

Project Schedule Chart: Contractor to provide project schedule chart showing, all trades, including early purchase schedule.

Project Schedule Limitations: the project schedule and work is limited to 8am-6pm Monday thru Saturday, no Sundays or holidays. Work must be performed with reasonable accommodation to residents in the area, the larger site area is a residential area that is currently occupied by residents.

PROGRESS REPORTS: Weekly progress reports, to be faxed or e-mailed to Owners office each Friday by 12:00 PM. Each report to list work completed that week, along with conformance with schedule and days remaining. If any work is behind schedule, the contractor shall provide a written explanation of what is being done to correct any possible delay to the overall completion of the work. Report is to be accompanied by digital images documenting site progress taken with a digital camera.

### **PART 2 – EXECUTION**

Within seven days following the signing of the contract, and before submitting any supplications for payment, the Contractor shall prepare an itemized breakdown of tasks and activities performed for the expeditious prosecution of the work. Acknowledging the fact that time is of the essence, and that the final completion date is denoted in the Owner-Contractor agreement, each task and activity shall be clearly defined by milestones and completion dates. Information shall be presented in network form indicating the inter-relationship and time sequence of each task and activity.

Upon completion of that portion of the chart affecting any specific subcontractor, he shall indicate his acceptance of and his contractual obligation to be bound by the chart by endorsing

same in writing. Subsequent changes to the chart may be acknowledged by initialing on the original copy of the chart.

Maintaining the work schedule agreed to and delineation of the chart shall be the responsibility of the Contractor. Substitution of material or equipment other than specified in the Contract Documents in order to maintain the schedule will not be approved. It is the Contractor's sole responsibility that all specified products be approved, ordered, and received per the schedule.

CHART: Chart shall indicate, with calendar date line, major goals with specific dates to be reached to maintain the mandated completion date. Chart shall include the following:

- Purchases dates required for "long-lead" items.
- Dates for start of fabrication of special materials and equipment, their installation and required testing.
- Dates when critical design selections must be made for finishes and products.
- Tasks (e.g. HVAC, electrical, concrete plumbing, etc) or activities which, once begun, must continue uninterrupted until conclusion and those which can commence and will commence, stop, restart and then complete.
- Time required for each phase of the task and listing each subtask for each major category (e.g. rough work, offsite fabrication, finish work, beginning and completion dates for each element of construction, installation of fitting and fixtures).

If, at any time, any portion of the work falls more than one week behind schedule, the Owner shall notify the Contractor of his obligation to increase labor and equipment at no cost to the Owner until such portion of the work is back on approved schedule. If, as specified in the Bid Form, Section 00310, the Contractor is behind schedule and the Contractor does not comply with written direction of the Owner or his representative, the Owner or his representative reserves the right to:

- Terminate the contract with the Contractor, and hire a new contractor to complete the Work.
- Hire additional labor to bring Work in line with schedule, with the cost of that labor to be deducted from the Contract amount.

WEEK # \_\_\_\_\_ CONSTRUCTION REPORT

PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR:

Report completed by:

Days remaining in schedule:

Estimated % of Completion:

**SUMMARY OF WORK IN PROGRESS:**

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

**PRESENT ON SITE:**

Work performed

Number of Employees

General Contractor:

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

Subcontractor:

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

**CONFORMANCE WITH SCHEDULE:**

( ) On Schedule

( ) Ahead of Schedule  
No. of Days \_\_\_\_\_

( ) Behind Schedule  
No. of Days \_\_\_\_\_

Reasons for delay, actions to be performed to get back on schedule:

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

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## CLEANING AND CLEANUP

The requirements of the General Conditions and Division 1 apply to all work hereunder.

### PART 1

#### GENERAL

#### SCOPE

The work includes the furnishing of all labor, materials, equipment, and services, and performing all operations necessary for, and properly incidental to, cleanup during construction and final cleaning of the effected work area prior to acceptance by the Owner.

#### CLEANUP DURING CONSTRUCTION

It is required that the entire site be kept in a neat and orderly condition.

Dispose of waste, trash, and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. Bury no such waste material and debris on the site. Burning of trash and debris on the site will not be permitted.

Location of dump for trash and debris and length of haul is the Contractor's responsibility.

#### FINAL CLEANING OF BUILDING

Prior to final inspection by the Owner and after all construction work is essentially complete, thoroughly clean the work area. Items to be cleaned include, but are not limited to, all glass, plastic, doors, opening frames, grilles, trim, exposed non-ferrous metal surfaces, floor covering, light fixtures and plates, plumbing fixtures and trim, and all finish surfaces throughout the construction. Follow the recommendation of the manufactures of materials and items to be cleaned for all cleaning, polishing and treatment such as waxing. Thoroughly clean all existing windows and interior finishes.

#### FINAL SITE CLEANUP

Also prior to final inspection, thoroughly clean the entire site and put it into a neat, acceptable condition. Remove from the entire site all construction waste and unused materials, dunnage, and all debris of any description resulting from the work. Hose down and scrub where necessary all concrete dirtied as a result of the work.

**END OF SECTION**

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## SUBSTITUTIONS

### PART 1 – GENERAL

SCOPE: Procedures for the substitution of material of systems from those specified or identified for this project.

RELATED SECTIONS: Section 01300 – Submittals

### PART 2 – PRODUCT SUBSTITUTIONS

PRODUCTS SPECIFIED BY REFERENCE STANDARDS OF BY DESCRIPTION ONLY: Any product meeting those standards or description may be submitted for review.

PRODUCTS SPECIFIED BY NAMING ON OR MORE MANUFACTURERS: Products of manufacturers named and meeting specifications; there is no obligation on the part of the Owner of review or accept substitutions. If substitutions are requested, they shall be accompanied by a written reason as to why a substitution is proposed. The General Contractor will reimburse Owner for review or redesign services associated with substitution.

PRODUCTS SPECIFIED BY NAMING ONE OR MORE MANUFACTURERS FOLLOWED BY “OR ACCEPTED EQUAL”: Submit a request for substitution for any manufacturer not named.

### PART 3 – EXECUTION

PRODUCT SUBSTITUTIONS PROCEDURES: The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard or the article desired. A completed “Substitution Request Form” for each proposed substitute item or material is completed and submitted along with substantiation data.

Substantiating data shall include sufficient data, drawings, samples, tests, literature, or other detailed information as will demonstrate to the Owner that the proposed substitute is not less than equal in quality and utility in all respects to the material specified shall be provided.

Request for substitution will be considered if received within 30 days after commencement of the work. Requests received more than 30 days after commencement of the work may be considered or rejected at the discretion of the Owner.

Owner will accept, in writing such proposed substitutions as are in his opinion the equivalent in quality and utility to the items or material specified. Owners' acceptance shall no relieve the contractor from complying with the requirements of the Contract Documents, and the Contractor shall be responsible at his own expense for any changes resulting and subsequently becoming apparent from his proposed substitutions which affect other parts of his own work or the work of other contractors.

Failure to propose any product substitution for evaluation in ample time before its scheduled installation may be deemed sufficient cause for the denial of the request for substitution.

Substitutions submitted by the Contractor for any material, product, or equipment for that specified may be subject or such tests as will determine its quality.

Handling, testing, and inspection costs pertaining thereto shall be paid by the Contractor. All such tests shall be made upon request of the Owner at the expense of the Contractor.

Contractor making a substitution shall pay for any added costs caused by the substitution.

A request constitutes a representation that the General Contractor has investigated proposed product and determined that it meets or exceeds the quality level of the specified product. He will provide the same warranty for the Substitution as for the specified product. He will coordinate installation and make changes to the work which may be required for the Work to be completed with no additional cost to the Owner. He waives claims for additional costs or time extension which may subsequently become apparent. He will reimburse Owner for review or redesign services associated with substitution.

Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when they conflict with the design intend of the documents.

**END OF SECTION**

## PROJECT CLOSE-OUT

The requirements of the General Conditions and Division 1 apply to all work hereunder.

### PART 1 - GENERAL

**NOTICE OF COMPLETION:** At Substantial Completion the Owner shall file with the municipality a Notice of Completion. A copy of this filing shall be sent to the Contractor at the same time that it is filed with the municipality.

**SUBSTANTIAL COMPLETION PUNCE LIST:** When the Contractor believes he has achieved substantial completion, he shall contact the Owner to schedule a site inspection to prepare a list of the work to be corrected and dates for the completion or correction. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

If the Owner determines that the project is substantially complete he will issue a certificate of substantial completion. This will terminate the Time of Completion listed in the General Contractor's bid (Sped Section 00310) and start the schedule for Final Completion as listed in the General Contractor's bid.

If the Owner determines that the work is not substantially complete, he will issue a list of work to be completed. The contractor shall submit a request for another inspection by the Owner to determine Substantial Completion. *Additional trips to the site for purposes of reviewing the work will be at the cost of the Contractor and will be deducted from payments made by Owner to the General Contractor.*

After the General Contractor has completed all work, corrective or otherwise, he will notify the Owner that the project is ready for final inspection. The Owner will verify completion of the Contract work.

Final payment and retention release will not be processed until a final review of the project verifies completion.

**PUNCH LIST COMPLETION:** Final completion with all punch list items completed will occur 7 calendar days after substantial completion.

CLOSE-OUT DOCUMENTATION: Final Close-out documentation drawings and submittals, as defined in Section 01700 and on the drawings, will be delivered to the Owner's office no later than **30 calendar days** after substantial completion. Notwithstanding the foregoing without limiting owner's rights herein, in the event that General Contractor does not deliver documentation, through no fault or delay of Owner, **Owner may deduct the sum of \$500.00 for each day** beyond the documentation period that contractor has failed to deliver all final close-out documentation.

RECORD DRAWINGS: Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes. Make documents and samples available at all times for inspection by Owner. Label each document "PROJECT RECORDS" in neat large printed letters. Record information concurrently with construction progress, including the following:

- a. Field changes of dimension and detail.
- b. Changes made by Field Order or by Change Order.
- c. Details not on original drawings.

Transfer all record information in a neat and legible manner to reproducible drawings, and at Contractor close-out, deliver Record Documents to Owner.

## **PART 2 – MAINTENANCE MANUELS AND INSTRUCTIONS**

Preparation of data shall be done by personnel trained and experienced in maintenance and operation of described products.

Identify each volume with typed or printed title, "OPERATING AND MAINTENANCE INSTRUCTION". Include the following:

- a. Contractor, name of responsible principal, address and telephone number.
- b. A list of each product required to be included, indexed to content of the volume.
- c. List, with each product, name, address and telephone number of:
  - 1) Subcontractor or installer.
  - 2) Maintenance contractor, as appropriate.
  - 3) Identify area of responsibility of each.
  - 4) Local source of supply for parts and replacement.
- d. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

Provide copy of each warranty, bond and service contract issued. Provide information sheet for Owner's personnel, giving proper procedures in event failure and instances which might affect

validity of warranties or bonds. Provide instructions for care and maintenance, including Manufacturer's recommendations for types of cleaning agents and methods.

**END OF SECTION**

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## Plumbing Fixtures

### PART 1 – GENERAL

RELATED DOCUMENTS: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work specified in this section.

DESCRIPTION: Furnish all necessary fittings and mounts to install Owner supplied water meters. Contractor shall also supply and install a brass full port ball valve inline prior to water meter.

SUBMITTALS: Shop Drawings: Layout identifying meter locations with dimensions, details and finishes of component accessories.

Product Data: manufacturer's catalogue cuts indicating material compliance and specified options.

### PART 2 – PRODUCTS

MANUFACTURER/ SUPPLIER: Badger Meter, 4545 West Brown Deer Road, Milwaukee, WI 53224.

Meter Style: E-Series Ultrasonic Meters equipped with Orion Water Endpoints

### PART 3 – EXECUTION

INSTALLATION: Follow individual manufacturer's installation instructions for the appropriate style and size of meter.

Acceptable methods of connecting to existing copper plumbing are by lead free solder, "shark bite" style connectors, or crimped copper fittings.

All new plumbing or any plumbing where straps or anchors are removed shall be firmly anchored to the wall.

**END OF SECTION**

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## Application and Certificate for Payment

TO OWNER: PROJECT: Richard Homes  
 FROM CONTRACTOR: VIA ARCHITECT:  
 DISTRIBUTION TO: OWNER: ARCHITECT: CONTRACTOR: FIELD: OTHER:

APPLICATION NO: \_\_\_\_\_  
 PERIOD TO: \_\_\_\_\_  
 CONTRACT FOR: General Construction  
 CONTRACT DATE: \_\_\_\_\_  
 PROJECT NOS: / /

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

5. RETAINAGE:

- a. 0 % of Completed Work (Column D + E on G703) \$ \_\_\_\_\_
- b. 0 % of Stored Material (Column F on G703) \$ \_\_\_\_\_

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

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

8. CURRENT PAYMENT DUE ..... \$ \_\_\_\_\_

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ _____	\$ _____
Total approved this Month	\$ _____	\$ _____
<b>TOTALS</b>	\$ _____	\$ _____
NET CHANGES by Change Order	\$ _____	\$ _____

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

CONTRACTOR: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: \_\_\_\_\_  
 State of: \_\_\_\_\_

County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT: \_\_\_\_\_ Date: \_\_\_\_\_  
 By: \_\_\_\_\_

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

