



## PROCUREMENT THROUGH SEALED BID INVITATION FOR BIDS # 1874-18 EXTERIOR LEAD ABATEMENT SCATTERED SITES

---

Released January 3, 2019

### CONTENTS

- Section 1: Special Instructions to Bidders
- Section 2: Scope of Services
- Section 3: Bid Price Form and Contractor Information (*signature required*)
- Section 4: General Terms and Conditions

### ATTACHMENTS:

- Exhibit A – Lead Abatement Plan from ATC & Painting Specification
- Acknowledgement of Addenda (*signature required*)
- HUD Form 5369b: Instructions to Offerors (Pre-award Terms)
- HUD Form 5369c: Representations, Certifications and other Statement (*signature required*)
- HUD Form 5370-C: General Conditions for Construction Contracts
- Non-Collusion Affidavit (*signature required*)
- Statement of Compliance with Section 3 (*signature required*)
- Sample Contract

### SCHEDULE OF EVENTS:

- |                          |   |
|--------------------------|---|
| Solicitation Issuance    | Thursday, January 3, 2019   |
| Pre-Bid Conference       | Thursday, January 10, 2019 @ 10:00 am at Nelton Court, 45 Alan<br>Green Way, Hartford, CT 06106 |
| Last Date for Questions  | Friday, January 18, 2019  |
| Bid Opening              | Thursday, January 24, 2019 @ 2:00 pm  |
| Award/Contract Effective | On or around week of January 28, 2019   |

## SECTION 1 INSTRUCTIONS TO BIDDERS

---

### 1.1. INTRODUCTION

The Housing Authority of the City of Hartford (the “Authority”) is issuing this Invitation for Bids (“IFB”) under its small procedure procurement to contract with a licensed State of Connecticut Department of Public Health (CTDPH) Lead Abatement Contractor (the “Contractor”) to provide exterior lead abatement and any other follow-up abatement, described in (“the Plan”), for the following scattered sites:

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

The Authority reserves the right to make one award or multiple awards under this IFB, whichever is deemed to be in its best interest. Any obligations of those submitting bids in response to this IFB (“Bidders”) continue to be obligations of Contractor(s) when awarded.

*Term Contract.* Contractor shall complete all work required under this contract within [DAYS] calendar days of the commencement date, in accordance with HUD-5370, Section 25, *Contract Period*.

*Non-Exclusive.* The Authority reserves the right to go out to separate solicitation for major projects or for assignments not covered by the Scope of Services described in this IFB.

*Funding.* The Contract is contingent upon continued funding availability from one or more sources including federal funds. In the event that funds are not available at any time during the Contract term, the Authority reserves the right to cancel the Contract. In such event, the Contractor will be paid for satisfactory services provided to date of cancellation.

### 1.2. PRE-BID MEETING/INDEPENDENT SITE INSPECTIONS

A pre-bid meeting will be held at Nelton Court, 45 Alan Green Way, Hartford, CT 06106 on January 10, 2019 at 10:00 am. The purpose of the pre-bid meeting is to discuss the services required and to answer any questions bidders may have concerning the site inspections. Bidders are responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which might affect the work or the cost thereof. Failure to inspect will not be grounds to alter Contractor’s responsibility to successfully perform the work without additional expense to the Authority.

### 1.3 QUESTIONS AND COMMUNICATION

All questions must be put in writing to the Contact named below no later than 5 calendar days before the due date for the submission of bids. The intent of this requirement is to assure that all Bidders are in receipt of the same information and to allow the Authority sufficient time to post questions and answers in an Addendum to this IFB. The Authority reserves the right to use its discretion in issuing Addenda for questions and answers; only those questions and answers which might materially affect a vendor's bid will result in an Addendum. It is the responsibility of each Bidder to check the Authority's website: [www.hartfordhousing.org](http://www.hartfordhousing.org) for a copy of all Addenda issued for this IFB.

***NOTE: Any solicitation or lobbying directed to any Authority staff or the Board of Commissioners is prohibited and is a ground for disqualification of Bidder's bid.***

#### SOLE CONTACT

Timothy J. Cifone  
Deputy Executive Director of Development and Capital Improvements  
180 John D Wardlaw Way  
Hartford, CT 06106  
email: [tcifone@hartfordhousing.org](mailto:tcifone@hartfordhousing.org)  
[www.hartfordhousing.org](http://www.hartfordhousing.org)

### 1.4. BID DEADLINE AND DELIVERY

Bidders must deliver in a sealed package one (1) original, and two (2) copies of their bid to the following location no later than **2:00 PM on Thursday, January 24, 2019.**

Deliver to:

Housing Authority of the City of Hartford  
Attention: Bid Department  
180 John D Wardlaw Way  
Hartford, CT 06106

To assure proper receipt and handling of bids, the outside of the package must be clearly marked with Bidder's Name and Address, and the words: *1874-18 - Bid for Exterior Lead Abatement Scattered Sites.*

Late bids will not be accepted, except as stipulated in HUD Form 5369b, attached hereto.

### 1.5. BID FORMAT

The following documents must be completed and returned by all Bidders:

- Section 3 – Bid Form and Company Information
- Signed HUD Form 5369c
- Non-Collusion Affidavit
- Statement of Compliance with Section 3

- Executed Acknowledgement of Addenda Form Listing All Issued Addenda

#### 1.6. RIGHT TO VERIFY INFORMATION

The Authority reserves the right to verify any and all information provided in each bid. If there is evidence of misleading or false information, the Authority may, in its discretion, reject the Bidder's submittal.

#### 1.7. BID EVALUATION

The Authority will assign an agent to review each bid to determine if it substantially complies with the requirements and procedures contained in this IFB. Bids that are not in substantial compliance will not be considered further.

Bids will be evaluated in accordance with the terms and provisions of the Authority's procurement policy and as specified in HUD Form 5369b.

Evaluation will include all costs provided for in each bid, as well as any one or more of the following: operational and financial capacity to perform, demonstrated record of integrity and business ethics, quality of prior performance. In the event of indefinite quantities, the Authority may apply hypothetical or prior year experience to identify the lowest, responsible bidder.

#### 1.8. BIDDER QUALIFICATIONS

Contractors must be properly licensed to do business within the State of Connecticut. Any successful Contractor shall have a person available during normal business working hours to address any problems or complaints of the Authority. The Authority may make such investigations deemed necessary to determine the ability of the Contractor to perform the services outlined in the scope of work. If requested, the Contractor shall provide the Authority with all such information and data for this purpose. The Authority reserves the right to reject any bid if the evidence submitted by or derived from an investigation fails to satisfy the Authority that the Contractor has the capacity to carry out the obligations of the Contract and to complete the work specified in this IFB.

#### 1.9. AWARD OF BID

Award will be made to the lowest responsive and responsible Bidder in accordance with the provisions of this IFB (including all attachments) and the Authority's Procurement Policy.

#### 1.10. SOCIO ECONOMIC CONSIDERATION

The Authority also encourages bids from all small businesses including Section 3 companies located in or owned by persons residing in a public housing development, minority and woman owned businesses.

#### 1.11. PRICING

All offers shall be firm for a period of ninety (90) days following the bid opening date. Pricing shall include all charges necessary to fulfill the terms of the Contract.

**1.12. SUBCONTRACTING**

The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this Contract without the prior written consent of the Authority.

**1.13. CONDITIONS OF CONTRACT**

This IFB, including all attachments, together with the Contractor's bid will form the entire agreement between the Contractor and the Authority. No exceptions to the Sample Contract attached to this IFB are allowable.

In the event additional services are required that have not been awarded, the Authority will have the sole and exclusive right to seek the services on the open market.

The person signing the bid on behalf of the bidder must be authorized to commit the bidder in contractual matters.

## SECTION 2 SCOPE OF SERVICES

---

### 2.1. GENERAL

The successful Contractor(s) shall provide all labor, equipment and materials to complete the work in accordance with the attached Lead Abatement Plan & Spec from ATC dated December 12, 2018 (attached Exhibit A). The Contractor must be a licensed State of Connecticut Department of Public Health (CTDPH) Lead Abatement Contractor (the "Contractor").

### 2.2. PRICING STRUCTURE

Pricing submitted shall reflect a lump sum bid. Any payments for benefits, travel time, mileage to and from any jobsite, and/or miscellaneous expenses, will not be allowed. Bidders are responsible for confirming the quantities and providing unit pricing per address with an overall lump sum price for completion of work at all the identified addresses.

### 2.3. WAGES

Federal minimum wage rates apply (see attached wage decision). HUD Form 52158 Non-Routine 2017 is attached as a reference for your use. Upon award of contract this will be updated.

### 2.4. INVOICING

The Contractor shall submit monthly invoices to the Authority by the 25<sup>th</sup> of the month the work was performed and shall include on each invoice:

- A. Purchase Order Number
- B. Contract Number and Name
- C. Contract Value, Obligated to Date Value, Current Invoice and Remaining Contract Value

The Contractor is solely responsible for the payment of all salaries, wages, bonuses, social security, workers' compensation, taxes at any level, federal and state unemployment insurance, liability and worker's compensation insurance and employee benefits for its personnel.

### 2.5. CONFIDENTIALITY

In accordance with all applicable laws, regulations, and procedures, the Contractor shall maintain strict confidentiality of all information and records which the Contractor may come in contact with or be privy to in the course of providing services.

### 2.6. PROPER CONDUCT

The Contractor's employees shall adhere to proper conduct at all times. Proper conduct includes, but is not limited to the following:

- No weapons, drugs or alcohol are allowed on any Authority premises.
- No smoking is allowed on any Authority premises.
- No exterior doors are to be left opened or unlocked.
- Contractor and personnel are expected to be polite and courteous at all times.

**SECTION 3**  
**BID FORM – CONTRACTOR TO CONFIRM QUANTITIES**

BUILDING ADDRESS	COMPONENTS	ESTIMATED QUANTITY	LUMP SUM PRICE	NOTES
31-33 Capen Street	Exterior Stair Column Bases	1 Base total	\$ _____	
32 Sanford Street	Exterior Stair Columns	3 columns 30' high	\$ _____	
68-70 Pliny Street	Exterior Stair Stringers	80 LF	\$ _____	
68-70 Pliny Street	Exterior Column Bases	2 Bases total	\$ _____	
123-125 Martin Street	Exterior Window Trim & Under Side of Concrete Lintel	"A" side 8 window openings	\$ _____	
123-125 Martin Street	Exterior Stair Stringer	80 SF	\$ _____	
123-125 Martin Street	Exterior Stair Handrails	4 Rails at 75 LF per rail	\$ _____	
124-126 Wooster St.	Exterior Stair Stringers	80 SF	\$ _____	
128-134 Wooster St.	Interior Hand Rail Support Brackets	2 Stairwells (front and back) 34 small circular supports	\$ _____	
140-142 Wooster St.	Exterior Stair Stringers	120 LF	\$ _____	
146-148 Wooster St.	Exterior Door Lintels	A Side 1 Door, C side 6 Doors	\$ _____	
146-148 Wooster St.	Exterior Stair Stringers	120 LF	\$ _____	
146-148 Wooster St.	Exterior Stair Columns	4 Columns 30' high	\$ _____	

**TOTAL LUMP SUM**     \$ \_\_\_\_\_

## SECTION 3 BID FORM

---

### CONTRACTOR INFORMATION:

1. Owner of the Company \_\_\_\_\_
2. List the number of years in business \_\_\_\_\_
3. Is your business full or part-time? \_\_\_\_\_
4. List the number of temporary workers and their position titles employed on a regular basis (attach list)
5. Do you maintain an office that is staffed during normal daily working hours? \_\_\_\_\_
6. Who is the Authority's contact person for this Contract?  
Name: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_
7. List at least three (3) references of firms to which your company has provided similar services within the past year.
8. What equipment will you use to perform the services in this IFB?  
(Use a separate sheet of paper, if necessary to list all equipment and material, include make, model, registration #'s):  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

By signing and submitting this bid form, the Contractor certifies the following:

1. This bid is signed by an authorized representative of the Contractor.
2. The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
3. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost if applicable.
4. All labor costs, direct and indirect, have been determined and included in the proposed cost.
5. The Contractor has attended the pre-bid meeting and site visits (if applicable) and is aware of prevailing conditions associated with performing these services.



**HOUSING AUTHORITY OF THE CITY OF HARTFORD, 180 John D Wardlaw Way, HARTFORD CT 06106  
INVITATION FOR BIDS # 1874-18 EXTERIOR LEAD ABATEMENT SCATTERED SITES**

6. The Contractor has read and understands the conditions set forth in this bid and agrees to them with no exceptions.

I, THE UNDERSIGNED, CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER CONTRACTOR SUBMITTING A BID FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID AS OR FOR THE CONTRACTOR.

Therefore, in compliance with this IFB and subject to all conditions herein, the undersigned offers and agrees to perform the services or deliver the goods in accordance with the specifications and conditions in this bid at the prices quoted if this bid is accepted within 90 days from the date of the opening.

CONTRACTOR:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY, STATE, ZIP:

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL EMPLOYER IDENTIFICATION NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

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

Signature Typed or printed name

Title:

Date:

**THIS FORM MUST BE SIGNED AND INCLUDED IN YOUR BID.**

## SECTION 4 GENERAL TERMS AND CONDITIONS

---

1. **CONTRACT AGREEMENT:** This IFB, the Contractor's bid and the Contract will constitute the entire agreement between the Contractor and the Authority unless mutually amended in writing. In the case of conflict between terms of the Contract, this IFB and/or the Contractor's bid the Contract terms shall prevail followed by the terms of this IFB and then the Contractors bid.
2. **SIGNED BID CONSIDERED AN OFFER:** Receipt of a signed bid is considered a binding offer by the Bidder which shall remain firm for a period of 90 days from the date of bid opening. In the event of withdrawal after bid opening, the Authority may take such action as it deems appropriate including legal action for damages or specific performance.
3. **PAYMENT TERMS:** Payment terms are NET 45 days following receipt of correct invoice. The Authority is responsible for all payments to Contractor under the Contract.
4. **CHANGES:** the Authority shall have the right, at any time, to increase or decrease the scope of work contained in this IFB to meet increased or decreased needs.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this IFB.
6. **NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State and Authority requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.
7. **GOVERNING LAWS:** The Contract is made under and shall be governed and construed in accordance with the laws of the State of Connecticut.
8. **ADVERTISING:** In submitting a bid to the Authority, the Bidder agrees not to use the results of their bid as a part of any commercial advertising without prior approval of the Authority.
9. **CONFIDENTIALITY OF BIDS:** In submitting a bid the Bidder agrees not to discuss or otherwise reveal the contents of the bid to any source outside of the Authority until after the award of the Contract. Bidders not in compliance with the provision may, at the option of the Authority, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
10. **ELABORATE BIDS:** Elaborate bids in the form of brochures or other presentations beyond that necessary to present a complete and effective bid are not desired.

11. **COST FOR BID PREPARATION:** Any costs incurred by Bidders in preparing or submitting bids are the Bidders' sole responsibility. The Authority will not reimburse any Bidder for any costs incurred prior to award of the Contract.
12. **RIGHT TO SUBMITTED MATERIAL:** All bids, inquiries, or correspondence relating to or in reference to this IFB, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Bidders shall become the property of the Authority when received.
13. **COLLUSIVE BIDDING:** The Bidder's signature on the bid is a guarantee that the prices quoted have been arrived at without collusion with other eligible Bidders and without effort to preclude the Authority from obtaining the lowest possible competitive price.
14. **GENERAL INDEMNITY:** The Bidder shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the Authority for the entire responsibility and liability for losses, expenses, demands, actions and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Authority or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this IFB, by the Bidder or their employees, including losses, expenses or damages sustained by the Authority officials from any and all such losses, expenses, damages, demands and claims. The Bidder further agrees to defend any suit or action brought against the Authority, (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Bidder.
15. **CONFLICT OF INTEREST:** All Bidders must disclose in writing with their bid the name of any owner, officer, director, or agent who is also an employee of the Authority. All Bidders must also disclose in writing with their bid the name of any employee of the Authority who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is or gives the appearance of a conflict of interest related to this IFB.
16. **ERRORS AND OMISSIONS:** The Bidder shall not take advantage of any errors or omissions in this IFB. The Bidder shall promptly notify the Authority of any omissions or errors found in this document.
17. **INDEPENDENT INVESTIGATIONS:** The Authority reserves the right to make independent investigations as to the qualifications of the Bidder. Such investigations may include contacting existing customers. The Authority reserves the unqualified right to accept or reject any and all bids, and to waive any irregularities or deficiencies as may be permitted by law when it is deemed that such action will be in the best interest of the Authority.

18. REFERENCE TO OTHER DATA: Only information which is received in response to this IFB will be evaluated. Reference to information previously submitted shall not be evaluated.
19. BID OPENING: On the date and time set forth in this IFB, the package containing the bids from each responding Contractor will be publicly opened. At that time the name of the Contractor and the bid prices will be announced. Bid opening is an open and public meeting. Any interested parties may attend. Prices and their components are subject to further evaluation for completeness and correctness following the formal bid opening. Therefore, the prices announced during the bid opening may not be an exact indicator of the Contractor's actual pricing position. Neither can the assumption be made that the Contractor with the lowest price offered will be awarded the Contract. See "BID EVALUATION" and "AWARD OF BID" for further explanation on the components involved with the award of the Contract.
20. NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Bidder and the award has been made, the successful Bidder will be notified within ten (10) working days of this award. The Authority will notify the successful Bidder in writing, either by a Letter of Award or a Purchase Order or both. VERBAL NOTIFICATION OF THE AWARD OF THE CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.
21. TERMINATION FOR CAUSE: The Authority reserves the right to terminate the Contract at any time for cause. The violation of any provision or condition contained in the Contract, or the refusal, failure, or inability to carry out any provisions of the Contract shall constitute sufficient grounds to terminate the Contract for cause. Should the Authority elect to terminate the Contract for cause, the Authority will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Authority.
22. TERMINATION WITHOUT CAUSE: The Authority may terminate the Contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.
23. DRUG POLICY: The Bidder certifies that it maintains a drug-free work place environment to ensure worker safety and workplace integrity. The Bidder further agrees their employees shall comply with the City of Hartford's Drug-Free Workplace Policy.
24. AUTHORIZED PERSONNEL: While engaged in the performance of the services described herein, only authorized employees of the Contractor are allowed at the Authority locations where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.

25. **EMPLOYEE GUIDELINES:** The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.
26. **DRUG POLICY:** The Contractor certifies that it maintains a drug-free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with the Authority's Drug-Free Workplace Policy.
27. **SAFETY:** Contractor's employees shall be required to adhere to all OSHA requirements and regulations that apply while performing their job duties.
28. **INSURANCE COVERAGE:** During the term of the Contract, the Contractor and the Contractor's subcontractors at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. The Authority will require proof of such insurance prior to Contract execution and during the term of the Contract.
29. **CONTINUANCE OF WORK:** In the event Contract term expires and Contractor has not completed assignments that are underway, the Authority may, at its discretion, allow Contractor to complete those assignments if the following conditions are met:
  - a. Contractor requests to complete the assignments that are underway.
  - b. The prices in Contract remain in effect until all work is completed.
  - c. All other contractual obligations and conditions remain the same, including insurance requirements.

This provision does not apply to any continuance of work which would extend the Contract term (inclusive of any extensions by the Authority) beyond five years from the date of Contract award.
30. **STATE AND FEDERAL REGULATIONS:** The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.
31. **PUBLIC SAFETY:** The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.
32. **NO SMOKING:** The Authority will be 100% smoke free on or before December 31, 2017. Smoking is absolutely forbidden on all Authority grounds and in all Authority facilities during the entire term of this Contract. This policy includes smoking in vehicles parked on Authority grounds.

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

**Prepared for:**

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

**Prepared by:**

**MATT MOLNAR**

**CTDPH LEAD PLANNER/PROJECT DESIGNER LICENSE NO. 002156**

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

**CTDPH LEAD CONSULTANT CONTRACTOR LICENSE NO. 000693**

**ATC PROJECT NO. 4500517007**

**March 2, 2018**  
**Revision December 12, 2018**

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

**PART 1        GENERAL**

**1.1        GENERAL REQUIREMENTS AND QUALIFICATIONS**

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

**1.2        DESCRIPTION OF WORK**

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

- D. Lead abatement work to be performed at AMP-001 (various scattered sites) in Hartford, Connecticut consists of full paint removal from the following building components (listed by property):
1. 31-33 Capen Street:
    - a. C-side exterior gray-painted metal stair column base (1).
  2. 32 Sanford Street:
    - a. B-side exterior gray-painted metal stair columns (3).
  3. 68-70 Pliny Street:
    - a. C-side exterior brown-painted metal stair stringers (80 LF) and column bases (2).
  4. 123-125 Martin Street:
    - a. A-side exterior white-painted wood window trim including underside of concrete window Lintel (8 window openings).
    - b. C-side exterior gray-painted metal stair stringers (80 LF) and handrails (300 LF).
  5. 124-126 Wooster Street:
    - a. C-side exterior gray-painted metal stair stringers (80 LF).
  6. 128-134 Wooster Street:
    - a. Interior rear stairwell white-painted metal handrail support brackets (18).
  7. 140-142 Wooster Street:
    - a. C-side exterior gray-painted metal stair stringers (120 LF).
  8. 146-148 Wooster Street:
    - a. A and C-side exterior brown-painted metal door lintels (A-side 1 door, C-side 6 doors).
    - b. C-side exterior brown-painted metal stair stringers (120 LF) and columns (4).
- E. Paint removal will be accomplished using approved wet scraping, heat gun (<700°F), chemical stripping, or mechanical grinding/sanding methods. Substrates must be appropriately neutralized following chemical stripping prior to repainting. Mechanical grinding/sanding of lead-based paint will only be performed in conjunction with the use of localized HEPA vacuum attachments to collect airborne dust at the point of generation.
- F. After the completion of the final cleaning process, but prior to removal of critical containment barriers, the Contractor's Supervisor and a certified and licensed Lead Inspector or Risk Assessor will visually inspect the lead abatement work areas and surrounding areas for visible paint chips, lead-containing dust or debris. If any such material is observed, the Contractor will repeat the final cleaning process (i.e. initial HEPA vacuuming, wet washing/wiping, final HEPA vacuuming) and the area will be re-inspected. This cycle will be repeated until the visual inspection is passed.
- G. For the lead abatement to be performed in the interior rear stairwell of 128-134 Wooster Street, after passing final visual inspection, a certified and licensed Lead Inspector or Risk Assessor will collect dust wipe samples from the interior rear stairwell where lead abatement work was performed. One dust wipe sample will be collected from the floor and, where applicable, one dust wipe sample will be collected from a window sill and one dust wipe sample will be collected from a window trough/well on each floor of the interior rear stairwell where lead abatement work was performed. In addition, at least one dust wipe sample will be collected from a floor located outside of the lead abatement work area in order to verify the integrity of the work area containment.
- H. If laboratory analysis of any clearance dust wipe samples shows lead levels in excess of the criteria set forth in the Regulations of Connecticut State Agencies, Section 19a-111-



4(e)(2), then the Contractor will repeat the final cleaning process and additional clearance dust wipe samples will be collected in the affected abatement area. This process will continue until clearance is successfully achieved. Re-occupancy clearance dust wipe sampling criteria is as follows:

1. Floors = 40 ug/ft<sup>2</sup>
2. Window Sills = 250 ug/ft<sup>2</sup>
3. Window Troughs/Wells = 400 ug/ft<sup>2</sup>

- I. Upon completion of full paint removal from any surfaces, a certified and licensed Lead Inspector or Risk Assessor will perform XRF testing to confirm that all lead-based paint has been removed (i.e. surface contains less than 1.0 mg/cm<sup>2</sup> lead content). If any lead-based paint is determined to still be present, the Contractor will continue paint removal until XRF testing confirms the absence of any remaining lead-based paint, or an alternative abatement method will be implemented.

### **1.3 SUBMITTALS**

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

## **1.4 CODES AND STANDARDS**

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

## **1.5 FEES, PERMITS AND LICENSES**

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

## **1.6 CLEANING**

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

## **1.7 COORDINATION**

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

## **1.8 SITE SECURITY**

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

## **PART 2 EXECUTION**

### **2.1 GENERAL LEAD ABATEMENT REQUIREMENTS**

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

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

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

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

## **2.2 SPECIFIC WORK REQUIREMENTS**

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

## **2.3 WORKER HYGIENE PRACTICES**

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

## **2.4 WORKER EXPOSURE MONITORING**

- A. The Contractor shall perform representative worker exposure monitoring as defined in 29 CFR 1926.62. The Contractor shall conduct initial exposure monitoring in order to establish 8-hour Time-Weighted Average (TWA) exposures for employees engaged in lead abatement operations. If results are below the OSHA Permissible Exposure Limit (PEL) for lead of 50 micrograms per cubic meter of air ( $\mu\text{g}/\text{m}^3$ ), then those workers will no longer be required to wear respiratory protection. If results are below the OSHA Action Level

(AL) for lead of  $30 \text{ ug/m}^3$ , then 29 CFR 1926.62 will no longer apply to those workers. The Contractor shall follow all requirements of 29 CFR 1926.62 for all other results.

## **2.5 OCCUPANT PROTECTION**

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

## **2.6 VISUAL INSPECTION, CLEARANCE TESTING AND XRF TESTING**

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

**END OF PLAN**

**PART 1 - GENERAL**

**1.1 DESCRIPTION OF WORK**

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

**1.2 SUBMITTALS**

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

**1.3 PRODUCT, DELIVERY, STORAGE AND HANDLING**

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

**1.4 JOB CONDITIONS**

- A. Work areas will be designated by the Owner for storage and mixing all painting materials. Materials shall be in full compliance with the requirements of pertinent codes and fire regulations. Proper containers outside of the buildings shall be provided and used for painting wastes. No
-

painting waste may be disposed on site via discharge to site soils, sanitary, or storm sewer systems.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

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

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. All surfaces to be painted shall be dry and clean before painting.

### **3.2 FIELD QUALITY CONTROL**

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



**B. Field Painting**

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

**3.3 ADJUSTMENT AND CLEANING**

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

**3.4 SCHEDULES**

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

**END OF SECTION 09 90 00**

---

**HOUSING AUTHORITY OF THE CITY OF HARTFORD**

**ACKNOWLEDGEMENT OF ADDENDA FORM**

Bidder has received the following Addenda, the receipt of which is hereby acknowledged:

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

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

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, 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 offer, 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, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

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

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors

Public reporting burden for this collection of information is estimated to average 5 minutes 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 form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

## 1. Contingent Fee Representation and Agreement

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

- (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.

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

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

## 2. Small, Minority, Women-Owned Business Concern Representation

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

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <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 |

## 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror'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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

# 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 \$10,000 but not more than \$250,000.

### 1. Definitions

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

### 2. Prohibition Against Liens

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

### 3. Disputes

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

### 4. Default

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

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

Contractor charged with damages under this clause if –

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

### 5. Termination for Convenience

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

### 6. Insurance

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

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

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

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

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

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

## 7. Contract Modifications

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

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

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

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

## 8. Changes

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

### **11. Energy Efficiency**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) **Certification of Eligibility.**

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

---

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

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

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

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

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

NON-COLLUSION AFFIDAVIT

PAGE 1 OF 1

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

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

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

(Signed)

(Title)

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

Name

Title

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

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

Project No.: \_\_\_\_\_

STATEMENT OF COMPLIANCE  
WITH SECTION 3, HOUSING AND URBAN DEVELOPMENT ACT OF 1968

- A. The project assisted under this contract/agreement 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 requires that to the greatest extent feasible opportunities for training and employment to be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Notwithstanding any other provisions of this contract/agreement/recipient shall carry-out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 and all applicable rules and orders of the Secretary issued there under prior to the execution of this contract/agreement. The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulations, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulation in all contracts for work in connection with the project. The applicant/ recipient certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued there under prior to approval by the Government of the application for this agreement/contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant/recipient, its successors and assignees.

Failure to fulfill these requirements shall subject the applicant/recipient, its Contractors and Subcontractors, its successors, and assignees to the sanctions specified by this agreement/ contract, and to such sanctions as are specified by 24 CFR Section 135.135.

Applicant/Company Name: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed/Printed



**Housing Authority of the  
City of Hartford**

Office of Development and Capital Improvements

---

**Special Conditions for  
Construction Contracts**

**Public Housing Programs**



# Special Conditions for Construction Contracts

Housing Authority of the City of Hartford (“HACH”)  
Public Housing Programs

## TABLE OF CONTENTS

<b>General</b>	<b>1</b>
1. Contract	1
2. Contract Period	1
3. Definitions	1
<b>Conduct of Work</b>	<b>1</b>
4. General Coordination	1
5. Equipment and Hoists	1
6. Traffic Flow	1
7. Daily Clean Up	2
8. Waste Disposal	2
9. Existing Utilities	2
10. Project Related Repairs	2
<b>Construction Requirements</b>	<b>2</b>
11. Specification Issues	2
12. Working Conditions	2
13. Project Protection	2
14. Tenants’ Units and Property	2
15. Work and Storage Areas	3
16. Delivery, Storage, and Handling	3
17. Project Signs	3
18. Fire Extinguishers	3
19. Sanitary Facilities	3
<b>Hiring</b>	<b>Error! Bookmark not defined.</b>
20. Youth and Resident Contact	<b>Error! Bookmark not defined.</b>
21. Hiring Indemnity	<b>Error! Bookmark not defined.</b>
<b>Administrative Requirements</b>	<b>3</b>
22. Communications	3
23. Payment Conditions	3
24. Project Completion	3
25. Contract Changes	4
26. Specification Handling	4
27. Approvals	4
28. Inspections	4
29. Product Delivery Schedule	4
30. Licenses	4
31. State Sales Tax	4
32. Work Days and Hours	4
33. Forum	4
34. HACH Indemnification	4

## General

- 1. Contract**  
(a) The Housing Authority of the City of Hartford (“HACH”) is the PHA that is a party to this contract.

- (b) In addition to these special construction conditions, parties shall comply with the HUD’s general conditions found in HUD Form HUD-5370, *General Conditions for Construction Contracts*.
- (c) If there is a conflict between a provision:
- in these special conditions and in the Contract, the Contract prevails; and
  - in these special conditions and in the HUD-5370, the HUD-5370 prevails.
- (d) HACH may repeat provisions from the Contract and HUD’s *Instructions to Bidders for Contracts* to call particular attention to or to qualify those provisions. HACH does not waive any provision not repeated in these special conditions.
- 2. Definitions**
- (a) Terms not defined in these special conditions are found in HUD Form HUD-5370.
- (b) “Days” means calendar days unless otherwise specified.
- (c) “Work,” as defined in the HUD-5370, does not include preparatory work performed before Contractor receives a written Notice to Proceed from the HACH Contracting Officer or designee (“Contracting Officer”).
- 3. Contract Period**
- (a) Contractor agrees that time is of the essence in the performance of the Contract.
- (b) Prior to HACH’s issuance of a *Notice to Proceed*, Contractor shall submit a *Construction Progress Schedule* to HACH.

## Conduct of Work

- 4. General Coordination**  
Contractor will cooperate with and coordinate work between itself and its subcontractors, including work timing and space interactions. Contractor may not request extra compensation or an extension of time due to work cooperation or coordination issues.
- 5. Equipment and Hoists**
- (a) Contractor shall provide, at its own expense, all tools, equipment, and apparatus, required.
- (b) Contractor shall provide temporary hoists, as required, with power and attendance, to handle its own materials and rubbish.
- (c) Contractor may not use an existing elevator until Contracting Officer approves its use.
- 6. Traffic Flow**
- (a) Contractor shall maintain existing vehicle and pedestrian access to the site and buildings.
- (b) Contractor shall ensure that on-site traffic, near-site traffic, and exits are not blocked by construction operations, including construction vehicles, parked cars, and material storage.

---

**7. Daily Clean Up**

Contractor shall remove from the site, at the completion of each day's work, all waste including rubbish and old materials, particularly demolition debris, and other materials left from Contractor's operation. Otherwise, within 24 hours, HACH may do this work itself and deduct the cost from the Contract price.

**8. Waste Disposal**

Contractor may not use any plumbing fixture or waste pipe for the disposal of any waste, including small solids, paints, oils, and other liquids.

**9. Existing Utilities**

- (a) Contractor shall maintain, in operating order, all existing electrical wiring, lighting, space heating (including apartments and offices), water heating, fire protection, and other utility lines, include TV cables.
- (b) HACH may reinstall any interrupted utility service and deduct its costs from the Contract price.
- (c) Contractor shall carefully remove and reinstall wall, ceiling, or fascia-mounted lighting, as required.

**10. Project Related Repairs**

Contractor shall make all repairs to existing site features, including grounds and plantings, and interior building finishes, made necessary by this work.

---

**Construction Requirements**

---

**11. Specification Issues**

- (a) Contractor shall promptly notify Contracting Officer, in writing, if it finds problems in the technical specifications or drawings, including omissions, errors, conflicts, or discrepancies. Contractor may not proceed with any work related to the problem until Contracting Officer gives written instructions to do so. Contractor assumes all risk and cost associated with work performed related to the problem, prior to receiving instructions from Contracting Officer to proceed.
- (b) Contractor shall promptly notify Contracting Officer, in writing, if it finds any work called for in the specifications or shown on the drawings that makes it impossible for Contractor to produce and warranty first-class work.
- (c) In the event there are quality or quantity specification conflicts, Contractor will provide the better quality or the greater quantity of work specified.
- (d) Unless otherwise specified, Contractor shall install, connect, clean, use, and condition all articles, materials, and equipment as directed by the manufacturer's instructions.

**12. Working Conditions**

- (a) Contractor shall follow, and will require subcontractors to follow, as a minimum, the accident prevention practices found in the latest edition of the Associated General Contractors of America's (AGC's) *Manual of Accident Prevention in Construction*.

- (b) Contractor shall plan work carefully so that it does not leave unfinished work unprotected.
- (c) Contractor will remove all snow and ice as may be required to perform its work.
- (d) Contractor shall provide barriers at hazardous locations, using appropriate: signs, general lighting, warning lights, and similar devices.
- (e) Contractor shall restrict access to areas adjacent to work with fencing, barricades, or ropes, to the satisfaction of the Contracting Officer and HACH's insurance carrier.
- (f) Contractor will provide more than the usual precautions, guards, fences, etc., to safeguard the public, children in particular.
- (g) Contractor shall furnish, erect, and maintain signs required by safety regulations and necessary to safeguard life and property.
- (h) Contractor may erect temporary signs for identification and traffic controlling traffic, subject to local regulations and to prior approval of Contracting Officer as to size, design, type, and location.

**13. Project Protection**

- (a) Until HACH's final acceptance and regardless of any partial payment made by HACH, Contractor will provide for the proper care and protection of all materials delivered and all completed work.
- (b) Contractor shall protect, at all times, the Project from damage from wind, water, ice, and snow. Contractor will provide all equipment and enclosures necessary to ensure this protection.
- (c) Contractor will repair or pay for any damage, loss, or liability, due to theft or vandalism, until HACH's final acceptance of the Project.
- (d) Contractor shall maintain existing exits to provide safe egress from the buildings at all times.
- (e) Contractor shall extinguish all work fires not in use.
- (f) Contractor may not store gasoline in or close to any buildings at any times.
- (g) Contractor shall protect and preserve, in operating condition, all utilities traversing the site. Contractor will repair, to the satisfaction of Contracting Officer, work-related utility damage.

**14. Tenants' Units and Property**

- (a) Contractor acknowledges that the site may be occupied during construction.
- (b) Contractor shall protect building tenants from the work during the construction period.
- (c) Contractor will ensure that conditions satisfactory to Contracting Officer are maintained during the Contract's term.
- (d) Contracting Officer will notify tenants and coordinate all access to tenant units.

- (e) Contractor shall notify Contracting Officer at least four calendar days (96 hours) prior to the anticipated date it requires access inside a tenant's unit. Contractor's notice will indicate if Contractor requires tenant to:
- remove all drapes, curtains and any other encumbrances within the work area;
  - remove rugs from floors; or
  - remove furniture away from work areas.
- (f) Contractor will repair or pay for any damage to or loss of tenant's property caused by or attributable to Contractor or subcontractors. Contractor will replace, at its own expense, any items that have become, in the opinion of Contracting Officer, damaged to such an extent that they cannot be restored to their original condition.

#### **15. Work and Storage Areas**

- (a) Contracting Officer will determine Contractor's on-site storage area. Contracting Officer will choose a location that minimizes disruptions to the building tenants. Contractor may not use any other areas without prior approval from Contracting Officer.
- (b) Contractor shall confine its work and storage areas to those approved by Contracting Officer.

#### **16. Delivery, Storage, and Handling**

- (a) Contractor will handle and store all materials and equipment in a manner that protects its integrity, including preventing intrusion of foreign materials, damage by weather, and breakage.
- (b) Contractor will handle and store packaged materials in its original packages, if practical.
- (c) Contractor will reseal packages opened by Contractor for inspection until ready for use.
- (d) Contractor will reject packages, materials, and equipment showing evidence of damage.
- (e) Contractor will store all materials affected by dampness in suitable watertight storage facilities throughout their use.
- (f) Contractor will store materials in such a way as to provide HACH reasonable access for inspection.

#### **17. Project Signs**

- (a) For new construction and significant modifications, Contractor shall provide at least one 8' x 4' sign at each Project site (a "Project Sign"). Contractor shall locate each Project Sign so that it can be seen from the major streets surrounding the site. Contractor will place the Project Signs:
- near the sidewalk or street on a separate structure; or
  - on the construction fence where appropriate.
- (b) Contracting Officer will provide the layout and content of each Project Sign.
- (c) Contractor will locate any advertising or promotional signs away from the Project Signs.
- (d) If applicable local sign ordinances do not permit the site or placement specified in these standards,

Contractor may modify the placement of signs to conform to local laws. However, Contractor agrees to maintain HACH's design with respect to layout and content.

- (e) The Project Signs are the property of HACH. On Contract completion, Contractor shall carefully remove the Project Signs and store according to Contracting Officer's instructions.

#### **18. Fire Extinguishers**

Contractor shall provide fire extinguishers in the areas under construction.

#### **19. Sanitary Facilities**

Contractor shall provide necessary sanitary facilities for the workers and keep them clean and sanitary.

---

#### **Hiring**

---

#### **20. Youth and Resident Contact**

- (a) Contractor represents that it has appropriate hiring policies and screening procedures for employees who will be working with youths and public housing residents.
- (b) Contractor shall permit HACH to review Contractor's hiring policies and screening procedures for employees who will be working with youths and public housing residents.
- (c) HACH may terminate this agreement if (i) Contractor's performance includes working with youths and public housing residents; (ii) HACH determines that Contractor's hiring policy is not appropriate; and (iii) Contractor fails to promptly modify its hiring policy.

#### **21. Hiring Indemnity**

- (a) Contractor shall indemnify HACH for any failure of Contractor's hiring policies and screening procedures.

---

#### **Administrative Requirements**

---

#### **22. Communications**

- (a) Both parties agree to write all notices, including demands, requests, instructions, approvals, proposals, and claims.
- (b) HACH will deliver all notices to Contractor by delivering them to Contractor's registered business address or by mailing them in sealed, postage-paid envelopes, addressed to Contractor's registered mailing address.
- (c) Contractor may specify a different address for notices by delivering an address change notice to HACH.
- (d) Contractor will deliver all notices to HACH by delivering them to Contracting Officer at HACH's main office or by mailing them in sealed, postagepaid envelopes, addressed to Contracting Officer at HACH's main office.
- (e) HACH may specify a different address for notices by delivering an address change notice to Contractor.

---

**23. Payment Conditions**

- (a) Contractor may not require HACH to pay Contracting Officer-approved invoices earlier than 30 calendar days from their receipt.

**24. Project Completion**

Before final inspection, and without additional expense to HACH, Contractor will ensure that:

- all work is finished, tested, and ready for operation;
- all equipment is completely installed, and left clean, safe, and ready for operation;
- all materials, including incidental accessories, and work, including that not mentioned in the specification, necessary to make the work complete, serviceable, and perfect in all respects, and ready for operation, is provided and performed; and
- each subcontractor and supplier submits an executed lien waiver.

**25. Contract Changes**

Each party will include in its written proposals for changes to the Contract:

- direct cost information outlining materials, equipment, quantities, and labor;
- any subcontractor work and related materials;
- any related insurance, bonds, or taxes;
- any increase or decrease of time; and
- any overhead and profit that is included in the net change, including all costs associated with the increase or decrease of work.

**26. Specification Handling**

- (a) Contracting Officer will provide five (5) copies of the technical specifications and drawings to Contractor. If Contractor requires more copies, Contractor pays the cost of reproduction.
- (b) Contractor shall maintain at the site one current copy, in good order, of each of the following: all drawings, specifications, addenda, approved shop drawings, change orders and other modifications, schedules and instructions. Contractor agrees that all on-site documents are available to Contracting Officer or his or her authorized representatives for review.

**27. Approvals**

- (a) Contracting Officer reserves final approval of all materials, workmanship, and design under the Contract. If in the opinion of Contracting Officer, any materials or equipment do not meet the intent of the specifications, Contractor will, without charge, remove and replace the material or equipment, even if already installed.
- (b) Contractor will submit to Contracting Officer all samples required by the specifications, for review. For color selections, Contractor will furnish Contracting Officer complete samples.

**28. Inspections**

Contractor will have a representative attend all required tests and inspections, including those performed by subcontractors.

**29. Product Delivery Schedule**

The Contractor shall maintain a delivery schedule for all materials, and upon HACH's request, it shall produce the schedule for inspection.

**30. Licenses**

Contractor and all subcontractors shall hold, at all times, all necessary licenses required by the State of Connecticut and the City of Hartford.

**31. State Sales Tax**

HACH shall provide the successful bidder the necessary tax-exempt information when required.

**32. Work Days and Hours**

- (a) Contractor may work at the site from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding Holidays. Contractor and subcontractors may not work on the Project on Holidays.
- (b) "Holidays" means all federal holidays and those days specially designated, prior to the start of the Project, by HACH's Board of Commissioners as Project holidays.

**33. Forum**

- (a) The Contract is governed by and construed in accordance with the laws of the State of Connecticut.
- (b) Any party who wishes to start an action or proceeding arising out of the Contract, may bring such action or proceeding only in a state or federal court in Hartford, Connecticut.
- (c) Each party consents to personal jurisdiction and waives any right to dismiss or transfer an action or proceeding because of forum inconvenience.

**34. HACH Indemnification**

- (a) In this section, the following definitions apply:  
"Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.  
"Losses" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest and any Litigation Expenses.  
"Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.
- (b) Contractor shall indemnify HACH against all Losses arising out of a Proceeding against HACH related to this Contract and initiated by a non-party to this contract ("Claim"), except to the extent that HACH negligently or intentionally caused those Losses.

- 
- (c) HACH must promptly notify Contractor of that Claim and deliver to Contractor a copy of all legal pleadings with respect to the Claim.
  - (d) To assume the defense of a Claim, Contractor must notify HACH that it is doing so. Promptly thereafter, Contractor shall retain to represent it in the Claim, independent legal counsel that is reasonably acceptable to HACH.
  - (e) HACH is entitled to participate in the defense of a Claim. HACH may defend a Claim with counsel of its own choosing and without Contractor participating if (1) Contractor notifies HACH that it does not wish to defend the Claim, (2) by midnight at the end of the tenth business day after HACH notifies Contractor of the Claim Contractor fails to notify HACH that it wishes to defend the Claim, or (3) representation of Contractor and HACH by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.
  - (f) Contractor shall pay any Litigation Expenses that HACH incurs in connection with defense of the Claim before Contractor assumes the defense of that Claim, except with respect to any period during which HACH fails to timely notify Contractor of that Claim. Contractor will not be liable for any Litigation Expenses that HACH incurs in connection with defense of a Claim after Contractor assumes the defense of that Claim, other than Litigation Expenses that HACH incurs in employing counsel in accordance with subsection (d), which Litigation Expenses Contractor shall pay promptly as they are incurred.
  - (g) After Contractor assumes the defense of a Claim, Contractor may contest, pay, settle, or compromise the Claim at its discretion, except that it may not compromise or settle the Claim without the consent of HA unless that compromise or settlement (1) does not entail any admission on the part of HACH that it violated any law or infringed the rights of any Person, (2) has no effect on any other claim that may be brought against HACH, (3) provides as the claimant's sole relief monetary damages that are paid in full by Contractor, and (4) requires that the claimant release HACH from all liability in respect of the Claim.
  - (h) Contractor agrees that the amount of insurance required does not, in any way, limit the liability of Contractor by virtue of its obligation to indemnify HACH, so that all claims resulting in a settlement or judgment or other claim-related payment in excess of the coverage amounts required, if any, are the sole responsibility of Contractor to pay, to indemnify HACH from paying, or both.

**HOUSING AUTHORITY OF THE CITY OF HARTFORD**

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

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

The parties agree as follows:

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

1. PHA's *Special Conditions of the Contract for Construction*
2. PHA's *Invitation for Bids* for this project ("IFB")
3. Contractor's *Bid Response* for this project
4. HUD Form 50071

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

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

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

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

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

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

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

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

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

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

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

**{CONTRACTOR}**

By \_\_\_\_\_  
**{Name}**  
**{Title}**

**HOUSING AUTHORITY OF THE CITY OF HARTFORD**

By \_\_\_\_\_  
**{Name}**  
**{Title}**

<b>Maintenance Wage Rate Decision</b>	<b>U.S. Department of Housing and Urban Development Office of Labor Relations</b>	<b>HUD FORM 52158 (06/2006)</b>
---------------------------------------	---	-------------------------------------

Agency Name:  <b>The Housing Authority of the City of Hartford</b>	LR 2000 Agency ID No: <b>CT 003A</b>	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
	Effective Date: <b>3/7/17</b>	Expiration Date: <b>12/31/2018</b>

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

*Toni Lewis*

**Toni Lewis, Contractor Industrial Relations Specialist**

HUD Labor Relations  
(Name, Title, Signature)

**3/7/17**

Date

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

**FOR HUD USE ONLY**  
LR2000:  
  
Log in:



General Decision Number: CT180008 07/27/2018 CT8

Superseded General Decision Number: CT20170008

State: Connecticut

Construction Type: Residential

County: Hartford County in Connecticut.

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

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

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

ELEV0091-001 01/01/2018

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

FOOTNOTE:

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

-----  
ENGI0478-006 04/05/2015

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

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

-----  
 \* ROOF0009-005 06/01/2018

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

-----  
 SFCT0676-002 04/01/2017

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

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

-----  
 SHEE0040-003 07/01/2018

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

-----  
 SUCT2002-003 12/16/2008

Rates	Fringes
-------	---------

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

-----

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

=====

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

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

-----

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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

-----

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

Washington, DC 20210

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

=====

END OF GENERAL DECISION

**CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To (Department, Agency, or Bureau)

Date

c/o

Project Number

Project Name

1. The undersigned, having executed a contract with \_\_\_\_\_  
for the construction of the above-identified project, acknowledges that:
- a) The Labor Standards provisions are included in the aforesaid contract;
  - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;
2. He certifies that:
- a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
  - b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor of such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
4. He certifies that:

a) The legal name and the business address of the undersigned are:

b) The undersigned is:

- (1) \_\_\_\_\_ A Single Proprietorship  
\_\_\_\_\_ A Partnership  
\_\_\_\_\_ A Corporation Organized in the State of \_\_\_\_\_  
\_\_\_\_\_ Other Organization (describe)

c) The name, title, and address of the owner, partners or officers of the undersigned are:

**NAME TITLE ADDRESS**

---

---

---

---

~~d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):~~

<b>NAME</b>	<b>ADDRESS</b>	<b>NATURE OF INTEREST</b>

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

<b>NAME</b>	<b>ADDRESS</b>	<b>NATURE OF INTEREST</b>

Social Security No. Or  
Federal Employer I.D. No. \_\_\_\_\_  
(Contractor)

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

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, ... makes, passes utters or publishes any statement, knowing the same to be false...shall be fined no more than \$5,000 or imprisoned not more than two years, or both."