

SECTION 00110 - BIDDING REQUIREMENTS

NOTICE TO CONTRACTORS - INVITATION TO BID

Notice is hereby given that Housing Authority of the City of Reno (RHA) will accept sealed proposals for **CF19 Chiller Replacement at Silverada Manor** in Reno, Nevada. Bid documents may be obtained from: Reno Housing Authority 1525 East Ninth Street, Reno Nevada, (775) 329-3630 extension 244 or email developmentdpt@renoaha.org for more information.

Bids Due By: **4:00 p.m. on October 22, 2021**

Scope of Work:

1. Remove sixteen (16) existing Air-Cooled Chiller units and replace them with a similar new chiller installed in the existing chiller location at Silverada Manor.
2. Work includes disconnection and reconnection of the existing electrical feed to serve the new chiller, miscellaneous piping, fittings, couplings, and pipe insulation as required for a complete and operational system.
3. Work shall consist of furnishing all necessary labor, tools, transportation, supplies, supervision, equipment, materials, and incidentals to provide all work shown on the drawings.
4. Contractor to supply all materials, labor, and equipment required to perform work.
5. Contractor shall remove existing PAC72d2 Drake Air-Cooled Chiller located on the exterior of each mechanical room.
6. Install new PAC72D3-T3-Zd (6 Ton) Drake Air-Cooled Chiller.
7. Remove existing supply and return chilled water piping up to isolation valves and replace with new supply and return lines and new isolation valves at the location of the previous valves.
8. Remove existing supply and return motor and pumps and replace with stainless steel pumps per manufacturer's recommendations.
9. Contractor shall remove and replace the two existing pumps in each mechanical room. The new water chiller pumps must meet the requirements for the new air-cooled chiller unit.
10. Remove and replace strainer per manufacturer's recommendations.
11. Contractor shall ensure that existing water line supports provide stable, permanent support for the piping. Contractor shall install additional or supplemental piping support to provide load-bearing support throughout entire piping system. No piping weight should be exerted onto the chiller connections or piping unions.
12. Contractor shall provide, schedule, and arrange for Drake factory-certified start-up. Contractor will provide operational and maintenance training as recommended by the manufacturer to train RHA maintenance staff.
13. Contractor shall provide all operating maintenance manuals and parts instructions to include parts listings of equipment and other materials installed.
14. Contractor will provide manufacturer's warranty on all equipment installed including extended warranty items. Contractor will submit warranty information for the equipment to the manufacturer on behalf of RHA. Contractor will provide copies of all submitted warranty information to the RHA prior to closeout and final payment.
15. All work shall be completed following the manufacturer's recommended installation requirements unless otherwise specified. All dimensions are shown for information only. Contractor shall field verify all dimensions and site conditions.
16. Completed work will be inspected and accepted by the RHA upon completion. Work not completed to the satisfaction of the RHA will be corrected within three (3) workdays.

General Notes:

1. Davis Bacon Wage Rate NV20210044 07/02/2021 Modification 2 applies for all workers employed for this project.
2. Cost Estimate \$600,000.00
3. Work to be completed in 120 consecutive calendar days.
4. Contractor is required to register on <https://sam.gov/content/home> prior to the submission of bid.
5. All requests for alternate materials and/or methods must be submitted to RHA for approval no later than 12 business days prior to bid opening.
6. Contractor will be responsible for the removal of all construction debris. Work site must be maintained in a clean and safe manner at all times.
7. Contractor is responsible for any damage to adjacent asphalt, landscaping or buildings created during the project. If damage occurs that is outside the contractor's normal category of work the contractor shall have repairs made by a licensed contractor that specializes in that type of work.
8. **All locations, areas, quantities, and/or dimensions shown or stated are approximate only. Contractors shall field verify and confirm all locations, areas, quantities, and dimensions prior to bidding.**

Said bids will be publicly opened at the above place, time and date by a RHA representative. Proposals for CF projects that exceed \$25,000 will not be considered unless accompanied by cashiers/certified check or bid bond in the amount equal to 5% of the bid, made payable to the Reno Housing Authority. Performance and Payment Bonds required for all HUD projects that exceed \$25,000. Plans, Specifications and Invitation to Bidders are available for review at Sierra Contractor's Source at 860 Maestro Drive, Suite B, Reno Nevada. They may be purchased at the RHA for a non-refundable fee of \$20.00 per set in the form of a check or money order (**NO CASH OR CREDIT CARDS ACCEPTED**). Only bonafide Contractors may obtain contract documents/bid package. General Contractors, subcontractors and/or others desiring to bid shall be currently licensed and qualified by the Nevada State Board of Contractors prior to and concurrent with the bid opening. The successful bidders, general contractors and subcontractors shall obtain a Reno Business License prior to commencing work. RHA reserves the rights to reject any/or all bids, to waive any irregularities or informalities in any bid or in the bidding, and to determine the low bidder.

*A construction site pre-bid walk-through to allow plan holders and prospective bidders to familiarize themselves with the site conditions will be held on October 7, 2021, at 2:00 p.m. at Silverada Manor Community Building, 1400 Silverada Avenue, Reno, NV 89512.

Instructions to Bidders for Contracts

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1. Bid Preparation and Submission

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

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

(c) Bidders must submit as part of their bid a completed form HUD5369-A, "Representations, Certifications, and Other Statements of Bidders."

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation by including a signed copy of any addendum(s) issued with their bid submittal at the time of bid opening. Bids which fail to acknowledge the bidder's receipt of any amendment by including a signed copy in their sealed bid will result in the rejection of the bid.

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party," means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract. "Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

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

**Executive Director
1525 East Ninth Street
Reno, Nevada 89512-3012**

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

8. Contract Award

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

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

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

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is

unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

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

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

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

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

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

10. Assurance of Completion (applicable to construction and equipment contracts exceeding \$25,000)

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be --

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

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

(3) a 20 percent cash escrow;

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

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

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street SW, 2nd Floor, West Wing, Washington, DC 20226.

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

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the

PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

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

12. Indian Preference Requirements NOT APPLICABLE

ADDENDUM TO INSTRUCTIONS TO BIDDERS

The following provisions hereby supplement or clarify the instructions to bidders and are binding on the contractor as applicable to all work specified:

1. BID FORMS

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| 1. Bid Proposal Form | 6. Certification of Non-segregated Facilities |
| 2. Bid Bond Form | 7. HUD form 5369A Representations,
Certifications, and Other Statements of Bidders |
| 3. List of Subcontractors | |
| 4. Non-Collusive Affidavit | |
| 5. Certificate as to Principal | |

a. All bids must be submitted on the prescribed forms listed above only and shall be subject to all requirements of the Specifications and Instructions and Drawings. Bid forms will be submitted in one original or one conformed copy. No copy will be returned to the bidder.

b. All blank spaces for the bid prices must be filled in with the unit price for the item or the lump sum for which the bid is made. The person signing the bid must initial erasures or other changes. Bids shall not contain any recapitulation of the work to be done or contain any additional forms or paperwork not listed above. Alternate proposals will not be considered unless specifically called for. The signatures of all persons shall be in longhand.

c. The bidder proposes and agrees to set forth in the bid proposal a contractor's bid schedule, indicating a breakdown of the bid proposal.

d. The bidder proposes and agrees to set forth in the bid proposal form the name and address of all subcontractors who will perform the work or labor, or both, or render service to the bidder in an amount in excess of five percent (5%) of the total bid. It is understood that if a bidder fails to list the subcontractors, that bid may be subject to being determined unacceptable to RHA. Any change to this list after bids are received must be requested in writing to RHA, stating the reasons for said change and subject to RHA's concurrence.

e. The low bidder and their subcontractors shall be required to submit a Previous Participation Certification, form HUD 2530. RHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms appearing in the "Excluded Parties List System", which can be found at <https://www.epls.gov>.

f. Bid documents shall be submitted in a sealed envelope which shall be clearly labeled in the lower right hand corner with the words "Bid Documents" and shall show the name and address of the bidder, name of the project for which the bid is submitted, and the date, place and time of bid opening as given in the Notice to Contractors - Invitation to Bid. Transmittal by facsimile shall not constitute submittal of acceptable bid by time of bid opening.

2. INTERPRETATIONS

a. Any written interpretation or correction will be in the form of addenda only, and will be on file in the offices of RHA at least seven days before date and time set for bid opening. It shall be the bidder's responsibility to make inquiry as to the addenda issued. The addenda shall specify, if applicable, the revised deadline for submission of bids. Addenda will be mailed or delivered to each bidder of record. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidder. RHA will not be responsible for any other explanations or interpretations of the bid documents except by addenda.

b. All substitution requests to the specifications and addenda shall be submitted in writing and received by RHA no later than ten days prior to the bid opening date. Shop drawings containing substitutions that are submitted to RHA for review do not constitute "in writing" unless it is brought to the attention of RHA that specific changes are being suggested. All substitution requests and changes to the plans or specifications during bidding become the responsibility of the person initiating said substitutions and changes unless duly authorized by addenda.

3. SITE INVESTIGATION

Each bidder shall visit the site of the proposed work and fully acquaint him/herself with the conditions relating to construction and labor so that he/she may fully understand the facilities, difficulties and restrictions attending the execution of the work under this contract. Bidders shall thoroughly examine and be familiar with the specifications and plans. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint him/herself with the conditions therein existing, shall in no way relieve the bidder from any obligation with respect to this bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this article.

4. BID GUARANTEE

a. The bidder shall be required to submit with the bid a negotiable bid guarantee not less than five percent (5%) of the amount of the bid. * At the option of the bidder, the bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company. Certified check or bank draft must be made payable to the order of Reno Housing Authority. A surety company acceptable must issue the surety bond to RHA. U.S. Treasury Circular No. 570 shall be used as the basis of determination in acceptability of the surety company.

b. The bid guarantee shall assure that the bidder will, upon acceptance of his/her bid, execute the contractual documents as required within ten days of notification by RHA and provide assurance for the furnishing of performance and labor/materials bonds by the successful bidder, all as required by the Specifications. If the bid guarantee is not submitted with the bid, the bid shall be rejected. The bid guarantee of unsuccessful bidders will be returned as soon as practicable after the opening of bids.

5. NON-COLLUSIVE AFFIDAVIT

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form provided herein by the Housing Authority, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit(s) shall be attached to the bid.

6. BIDDER'S CONSTRUCTION EXPERIENCE

a. General Contractors, subcontractors, and/or others desiring to bid this work shall be licensed and qualified by the Nevada State Contractors Board prior to and concurrent with the bid opening. Nevada State Contractor's license number must be shown on BID PROPOSAL FORM and LIST OF SUBCONTRACTORS for all persons or firms bidding this work.

b. RHA will award contracts only to responsible bidders possessing the ability to perform successfully under the terms and conditions of the proposed contract. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

7. TIME FOR RECEIVING BIDS

a. Bids received prior to the time of opening will be kept securely, unopened. Upon receipt of each bid (including late bids), the date and time shall be marked on the envelope. The officer whose duty it is to open bids will decide when the specified time has arrived, and no bid received thereafter will be considered or opened but shall be returned to the bidder with a letter indicating why the bid was not accepted. It is the sole responsibility of the bidder to see that the bid is received in proper time. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic or facsimile bids will not be considered.

*** Note: U. S. Department of Housing & Urban Development, Instruction to Bidders, Public Indian Housing, 9. Bid Guarantee. Bid Bond required if bid exceeds \$25,000 for a CF Project or \$100,000 for a non-HUD project**

b. Modifications to previously submitted bids will be considered if they are submitted in writing and received prior to the time set for the opening of bids. Bidders are cautioned that while modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection. No oral or telephone modifications will be considered.

8. OPENING OF BIDS

Every bid received within the time fixed for receiving bids will be opened and publicly read aloud at the place fixed for the opening of bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

9. WITHDRAWAL OF BIDS

Prior to the time fixed for opening, bids may be withdrawn by written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his/her bid confers no right of withdrawal or modification of the bid after such bid has been opened. No bid may be withdrawn within a period of 60 days from the opening date herein, and then only in case the award of the contract has not been made.

10. AWARD OF CONTRACT; REJECTION OF BIDS

a. The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bid, Instructions to Bidders, Plans and Specifications, provided the bid is reasonable and it is in the interest of RHA to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. RHA, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in RHA's interest.

b. RHA reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his/her obligations to subcontractors, materialmen, or employees.

11. PERFORMANCE AND PAYMENT BONDS; EXECUTION OF CONTRACT

a. Subsequent to award, the successful bidder shall be contacted to execute and deliver to RHA a contract in the form furnished, in such number of counterparts as RHA may require.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder exceeding \$25,000 for CF Funded projects shall, within the period specified, furnish a performance and payment bond for 100 percent of the contract price to secure fulfillment of all the contractor's obligations under the contract, and persons, firms or corporations to whom the bidder may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him/her in performing the work. Such bond(s) shall bear the same date as or a date subsequent to, the date of the contract award. *

c. On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power of attorney for the person who signs for any surety company shall be attached to such bond.

d. The failure of the successful bidder to execute such contract and/or to supply the required bonds within ten days after the prescribed forms are presented for signature, or within such extended period as RHA may grant based upon reasons determined adequate by RHA, shall constitute a default. RHA reserves the right to either award the contract to the next responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

***Note: Performance and Payment Bonds required for all HUD projects that exceed \$25,000. Only required on non-HUD projects if exceeds \$100,000. U. S. Department of Housing & Urban Development, Instruction to Bidders, Public & Indian Housing, 10. Assurance of Completion, a. (1)**

12. NOTICE AND EQUAL OPPORTUNITY CLAUSE, EXECUTIVE ORDER 11246

a. Executive Order 11246 Notice calls to the attention of the Bidder the Affirmative Action requirements of the contract specifications setting forth the goals and timetables for minority and female participation in the contractor's work force in each trade on all construction work in the designated geographical area (or "reporting county"). The contract specifications provided in the section entitled "Labor Compliance and Affirmative Action" states that the contractor shall designate a responsible official to monitor all employment-related activity to ensure compliance with equal employment and to maintain required records. The notices and contract specifications which all recipients of federal funding must include in their solicitations for offers and bids on all contracts or subcontracts are included in the referenced section of these specifications.

b. The Contractor shall be responsible for complying with and ensuring compliance of all lower tier subcontractors with a contract value of (or with an anticipated value of) \$10,000 with the Equal Employment Opportunity and Affirmative Action provisions of the Contract as identified in Article 2 of the Supplement to the General Conditions, Equal Opportunity Clause, and Standard Federal Equal Employment Opportunity Construction Contract Specifications and the requirements for affirmative action, minority business and women business enterprise participation goals under Executive Order 11246 and the regulations of the Secretary of Labor at 41 CFR Chapter 60.

c. The successful low responsible and responsive bidder must provide, within ten days of contract execution, a list of all construction contractors and subcontractors, where the value of work performed or materials supplied exceeds \$10,000 and where not exempted from the provisions of the Equal Opportunity clause, on the form entitled "Contractor's Notification of Subcontracts Awarded" as found in these specifications.

d. Certifications of compliance submitted by any tier subcontractor shall be retained in the files of the Prime Contractor for a period of three years from final payment under the contract. A single certification may be submitted where a Prime Contractor or Subcontractor do business on a continuing basis, rather than with each transaction. Such periodic certification shall minimally be renewed quarterly during the term of the contract.

13. PRE-CONSTRUCTION CONFERENCE

a. Either before or soon after the actual award of the Contract (but in any event prior to the start of construction), the Contractor, or his/her representative, and all subcontractors shall attend a Preconstruction Conference with representatives of RHA and HUD. The Conference will serve to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed, and will inform the contractor, in detail, of the obligations imposed on him/her and his/her subcontractors by the Executive Orders concerning Equal Employment Opportunity. Labor provisions, including enforcement and reporting requirements, will also be covered. The date, time, and place of the Conference will be furnished to the contractor by RHA.

b. Contractors and subcontractors shall be required to periodically attend Construction Conferences to discuss construction progress and operations. Said conferences shall occur weekly and shall be scheduled at a place and time as established by RHA and concurred in by the Contractor.

14. PROHIBITED USE OF LEAD-BASED PAINT IN PUBLIC HOUSING PROJECTS

Each person submitting a bid for any portion of the work contemplated by the bid documents shall comply with "Lead-Based Paint: Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing", Federal Register Notice, Volume 55, No. 75 dated Wednesday, April 18, 1990 prohibiting the use of lead-based paint in public housing complexes owned by RHA and setting forth procedures for abatement of existing lead-based paint surfaces. A copy of the referenced Notice is available for review at RHA, 1525 East Ninth St., Reno, NV 89512-3012.

15. PROHIBITION OF LIENS

The Contractor and any subcontractor becoming legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him/her in performing the work is prohibited from placing a lien on RHA property.

16. DRUG-FREE WORKPLACE

The bidder is alerted to the requirements found in the "Construction Contract Documents" section of these specifications regarding maintaining a drug-free site for the performance of the work. Prior to execution of the contract, the successful bidder shall be required to submit a certification of compliance, which shall be subject to verification, by RHA.

END OF SECTION

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SECTION 00111 - BID PACKAGE
BID PROPOSAL FORM

CF19 Chiller Replacement at Silverada Manor

1. The undersigned, having familiarized him/herself with the local conditions affecting the cost of the work, and with Specifications as herein provided, and Addenda, if any thereto, as prepared by RHA and on file in the office of RHA, hereby proposes to furnish all labor, materials, equipment, and services required for complete and satisfactory performance to construct and complete the **Chiller Replacement at Silverada Manor**, Project NV39-P001-003, all in accordance with the Contract Documents within 120 consecutive calendar days as set forth herein and at the prices set forth below.
2. Base Proposal The Bidder agrees to furnish all labor, materials, equipment, and services required to satisfactorily construct and complete the project as described and required by the Documents herein provided for the **Chiller Replacement at Silverada Manor** in accordance therewith, which includes all work items including all deductive alternates, for the sum of:
 - a. Base Bid, all items included: \$ _____
3. In submitting this bid, it is understood that the right is reserved by RHA to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within 60 consecutive calendar days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form for the sum herein provided, and furnish the all required bonds and documents within ten calendar days.
4. Security in the sum of \$ _____, in the form of a (bid bond, etc.) is submitted herewith in accordance with the Specifications.
5. The Bidder certifies that: This Bid is genuine and not a sham or collusive, or made in the interests or behalf of any person not named herein; that the Bidder has not directly or indirectly induced or solicited any other bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding; and that the Bidder has not in any manner sought by collusion to secure for him/herself an advantage over any other bidder. An affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal, or the submitting of proposals for the contract, for which this proposal is submitted, is hereby attached and shall form a part of this Bid.
6. Certification of Non-segregated Facilities By signing this bid, the Bidder certifies that a breach of the "Certification of Non-segregated Facilities" certification is a violation of the Equal Opportunity clause in this contract.
7. The undersigned further proposes and agrees that the work will commence no later than 10 days after the Notice to Proceed Date and shall be completed within 120 consecutive calendar days.

***Note: Bid Bond required if bid exceeds \$25,000 for a CFP project or \$100,000 for a non-HUD project. Performance and Payment Bonds required for all HUD projects/U. S. Department of Housing & Urban Development, Instruction to Bidders, Public & Indian Housing, 9. Bid Guarantee.**

8. If the Contractor refuses or fails to complete the work within the time specified, extensions, strikes, or act of God excepted, there shall be deducted from monies due him/her, not as a penalty but as liquidated damages, the sum of Two Hundred Fifty Dollars (\$250.00) for each working day (Saturdays, Sundays, and Holidays excepted) subsequent to the time specified and until the work is completed, accepted, and the notice of completion filed.
9. The undersigned has checked carefully all the above figures and understands that neither RHA nor its representatives will be responsible for any errors or omissions on the part of the undersigned in making up this bid.
10. By signing this bid, the Bidder certifies that he/she has obtained addendum's No. ____, ____, ____, and No. ____ relating to above specifications.
11. By signing this Bid, the Bidder certifies that he/she has visited the site of the proposed work and fully acquainted him/herself with the conditions relating to construction and labor so that he/she may fully understand the facilities, difficulties and restrictions attending the execution of the work under this contract. The Bidder further states that he/she has thoroughly examined and become familiar with the specifications and plans. The Bidder understands that failure or omission to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint him/her with the conditions there existing, shall in no way relieve the Bidder from any obligation with respect to this Bid or to the contract.

Name of company _____

License No. _____ Bid Limit _____

Mailing address of company, firm or corporation _____

Signature of authorized representative _____ Date: _____

By: _____ Title: _____
(Type/Print name of representative) (Title of representative)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT (Principal of Construction Firm)

DOING BUSINESS UNDER THE FIRM NAME AND STYLE OF (Name of Construction Co.)

AS PRINCIPAL (HEREINAFTER REFERRED TO AS CONTRACTOR), AND

OF

(Name of Surety Company)

(City & State of Local Office)

(HEREINAFTER REFERRED TO AS SURETY), ARE HELD FIRMLY BOUND UNTO THE HOUSING AUTHORITY OF THE CITY OF RENO (HEREINAFTER REFERRED TO AS RHA) AND ITS OFFICERS IN THE PENAL SUM OF

DOLLARS (\$_____)

(Written Value of Bond)

FOR PAYMENT OF WHICH SUM WELL AND TRULY TO BE MADE, THE CONTRACTOR AND SURETY, SHALL BIND OURSELVES, OUR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

WHEREAS, the contractor has submitted to RHA a bid for **Chiller Replacement at Silverada Manor**, Project NV39-P001-003 attached hereto and hereby made a part hereof to enter into a contract in writing,

NOW THEREFORE, IF

- A. RHA shall accept the bid of the Contractor and the Contractor shall enter into a contract with RHA in accordance with the terms of such bid and give such bond(s) as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in prosecution thereof; or in the alternate,
- B. Said Bid shall be rejected, then, this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the Contractor and Surety shall pay to RHA the difference not to exceed the penalty hereof between the amount specified in the bid and such larger amount for which RHA may in good faith contract with another party to perform the work covered under said bid.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which RHA may accept such Bid; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth below.

EXECUTED THIS ___ day of _____, 20_____

Contractor

Surety

Signature

Signature

Nevada Contractors License No.

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LIST OF SUB CONTRACTORS

Name Address	Telephone	FAX No.	License No.	*Minority Contractor (Yes/No)

*Any (sub) contractor that meets the general guidelines for woman or minority-owned business should have this block marked yes.

I, the undersigned, do hereby acknowledge that the above list of subcontractors constitutes a total and accurate list of all persons and/or firms that will perform work, provide labor and/or materials, or both or render service under the contract known as **CF19 Chiller Replacement at Silverada Manor, Project NV39-P001-003. (Per Item 1 Sub Item d. of Addendum to Instructions to Bidders)**. In addition, I understand that all subcontractors must be formally approved by RHA prior to commencing work on the project and that any changes in or additions to subcontractors must be reported to and approved by RHA in writing prior to them commencing any work under the contract.

Contractor

Date

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NON-COLLUSIVE AFFIDAVIT

_____, being first duly sworn deposes and says:
(Name of company owner or authorized representative)

That he is _____
(Formal title of person authorized to act in behalf of the company)

of, _____
(Legal company/firm title)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or a sham, and;

That said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and;

That said bidder has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said price, or so that of any other bidder or to secure any advantage against the Housing Authority of the City of Reno or any person interested in the proposed contract, and;

That all statements in said proposal or bid are true.

Company Name

Signature (**Sign only in the presence of a notary public**)

Title

Date

State of _____

County of _____

Subscribed and sworn to before me on _____, 20____

by _____

Notary Public

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CERTIFICATE AS TO PRINCIPAL

1. I, _____, certify that I am the
(Name of "Secretary" of Corporation/Company/Partnership)

_____ of _____
(Secretary, Partner, etc.) (Corporation/Company/Partnership)

2. I certify that _____, who signed the said Bond on behalf of the Principal
(Name of signatory)

was then _____ of _____; and
(Title of signatory) (Corporation/Company/Partnership)

3. That I know his/her signature, and signature thereto is genuine, and;

4. That said Bond was duly signed, sealed, and attested to, for and in behalf of

_____ by authority of its governing body.
(Corporation/Company/Partnership)

Signature of Secretary/Partner

(SEAL)

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CERTIFICATION OF NON-SEGREGATED FACILITIES

By signing this Bid, the Bidder certifies:

1. That he/she does not and will not maintain or provide for employees any segregated facilities at any establishments, and
2. That he/she does not and will not permit, when under his/her control, employees to perform services at any location where segregated facilities are maintained.

The Bidder further agrees:

3. That (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) identical certifications shall be obtained from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which is not exempt for the provisions of the Equal Opportunity clause.
4. That said original certifications shall be retained in his/her files, and
5. That the Notice of Proposed Subcontractors shall be forwarded to the Department of Labor as provided in the Instruction to Bidders and Equal Opportunity and Affirmative Action sections of the Specifications.

The Bidder further represents:

6. That he/she has () / has not (), participated in a previous contract or subcontract subject to the Equal Opportunity clause prescribed by Executive Order 10925, 11114, or 11246 or the Secretary of Labor, and
7. That he/she has () / has not () filed all required compliance reports, and
8. That representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise.

Name of Company

By: _____
Signature of Authorized Representative

Date: _____

(Typed name of representative)

Title: _____
(Title of representative)

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U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Representations, Certifications, and Other Statements of Bidders

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1. Certificate of Independent Price Determination

(a) The bidder certifies that

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

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

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

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

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

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

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

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

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

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

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

(1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. Failure to submit the affidavit with your bid may render the bid non-responsive. No contract award will be made without a properly executed affidavit.

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of **30** calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you)

Black Americans Asian Pacific Americans
 Hispanic Americans Asian Indian Americans
 Native Americans Hasidic Jewish Americans

8. Certification of Non-segregated Facilities (applicable to the contracts exceeding \$10,000)

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

Notice to Prospective Subcontractors of Requirement for Certifications of Non-segregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

(a) The low bidder shall complete and submit the Form HUD-2530, "Previous Participation Certificate" within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid non-responsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

is, is not included with the bid.

11. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

SECTION 00112 - SAMPLE CONSTRUCTION CONTRACT AWARD DOCUMENTS

CONSTRUCTION CONTRACT

Chiller Replacement at Silverada Manor

THIS AGREEMENT is made this (DATE) day of (MONTH), 20__, by and between (LEGAL NAME OF CONSTRUCTION COMPANY), a Corporation organized and existing under the laws of the State of Nevada and trading as (COMMON NAME OF COMPANY), hereinafter called the "Contractor," and the Housing Authority of the City of Reno, hereinafter called "RHA".

WITNESSETH

That the Contractor and RHA, for the consideration stated herein, mutually agree as follows:

ARTICLE 1. Statement of Work The contractor shall furnish all labor, equipment and services, and perform and complete all work required for the project known as (DESCRIPTION OF CONTRACTED WORK) at the (COMPLEX NAME) project, Reno, Nevada, in a workmanlike manner in strict accordance with the Plans and Specifications all as prepared by (NAME OF ENGINEERING FIRM), which said Plans and Specifications are incorporated herein by reference and made a part hereof.

ARTICLE 2. Claims. By execution of this Contract, the Contractor warrants that he/she has visited the site of the proposed work and fully acquainted him/herself with the conditions there existing relating to construction and labor, and that he/she fully understands the facilities, difficulties, and restrictions attending the execution of the work under the Contract. The Contractor agrees to indemnify, defend and hold RHA harmless from any and all third party claims, causes of action, or liability arising from the performance of this work by the Contractor, or the conduct and actions of the Contractor's officers, employees, agents, or subcontractors, in the performance of this work.

ARTICLE 3. Contract Price. RHA shall pay the Contractor for the performance of this Contract, in current funds, under terms and conditions contained in specifications and subject to additions and deductions as provided in the Specifications, the sum of: (WRITTEN DOLLAR AMOUNT) Dollars (\$NUMERICAL DOLLARS) for (BRIEF DESCRIPTION OF THE SCOPE OF WORK).

ARTICLE 4. Liquidated Damages. If the Contractor refuses or fails to complete the work within the time specified, extensions, strikes, or acts of God accepted, there shall be deducted from monies due him/her, not as a penalty but as liquidated damages, the sum of (WRITTEN DOLLAR AMOUNT) dollars (\$NUMERICAL DOLLARS) for each working day, Saturdays, Sundays, and holidays excepted, subsequent to the time specified and until the work is completed, accepted and the notice of completion filed.

ARTICLE 5. Contract Documents. The Contract shall consist of the following component parts:

- A. The plans.
- B. The specifications and instructions. This includes those forms completed by Contractor, where applicable. Specifically included in the Contract are the following:
 - 1. Section 00110, Bidding Documents
 - 2. Section 00111, Bid Package
 - 3. Section 00112, Contract Award Documents
 - 4. Section 00113, Labor Requirements
 - 5. General Conditions of the Contract for Construction, form HUD 5370
 - 6. Section 01151, Special Conditions
 - 7. Section 01152, Application for Payment
 - 8. Section 00153, Change Order Procedure

Sample Construction Contract Award

- 9. Section 01370, Schedule Amounts for Contract Payment
- 10. Section 01700, Project Closeout
- 11. Technical specifications

This instrument, together with the other documents enumerated in this Article 5, which said other documents are as full a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of any other component part may be conflicting, the provision of the component part first enumerated in this Article 5 shall govern, except as otherwise specifically stated.

ARTICLE 6. All work shall be completed within (*LENGTH OF CONTRACT AS IDENTIFIED IN THE SPECIFICATIONS*) consecutive, calendar days, subject to terms and conditions of the specifications.

ARTICLE 7. Acting on behalf of RHA, the Contractor shall ensure compliance with the requirements and agreements as described in the drug-free workplace certification provided in the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts as of the day and year first above written.

(*Name of Construction Company*)
 (*Street Address*)
 (*City, State ZIP*)
 (*Phone number*)

Housing Authority of the City of Reno
 1525 East Ninth Street
 Reno, NV 89512-3012
 (775) 329-3630

By: _____
 [President/Owner]

By: _____
 Executive Director/Contracting Officer

ATTEST:

 [Secretary of Corporation]

STATEMENT OF BIDDER'S QUALIFICATIONS

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

- 1. Name of Bidder: _____
- 2. Name(s) of Principal: _____
- 3. Names of Authorized Signatories: _____

- 4. Permanent main office address: _____

- 5. How many years has your firm engaged in contracting business under the name identified in question 1? _____

- 6. List all previous names of companies in which the principals listed in question 2 have engaged in contracting business. _____

- 7. List all contracts on hand, indicating the name of contract and gross contract amount:

- 8. Has the firm ever defaulted on a contract? Yes No

If yes, indicate location and reason for default:

- 9. Have you ever refused to sign a contract at the original bid?

Yes No If yes, explain: _____

- 10. Provide the names, background, years of experience and current workload of all key personnel, including officers/principals.

Name	Background	Yrs of Exp.	Current Workload
------	------------	-------------	------------------

- 11. Furnish written evidence of amount and type of credit available.

- 12. Attach a certified financial statement no more than six months old.

13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by RHA? ___ Yes ___ No

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

The undersigned, being duly sworn, hereby states that the answers to the foregoing questions and all statements therein contained are true and correct.

Dated at _____, _____ this _____ day of _____, 20__.
(Place)

Type/Print Name of Prime Contractor

(Sign only in the presence of a notary public)

[Signature of Bidder's Representative]

Title: _____

State of _____

County of _____

Signed and sworn to before me on _____ 20____

by _____
[Signers Name]

as _____ of _____
[Signers Title] [Corporate Name]

Notary Public

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The certification set out below is material representation upon which reliance is placed by the Housing Authority of the City of Reno (herein after referred to as RHA) in awarding the construction contract. If it is later determined that the Prime Contractor (hereinafter referred to as Contractor) knowingly rendered a false certification or otherwise violates the requirement of the Drug-Free Workplace Act, RHA and/or the Department of Housing and Urban Development, in addition to other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act.

CERTIFICATION

- A. The Contractor certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against the employees for violation of such provisions;
 2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs, and;
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 2.
 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
 5. Notifying RHA within ten consecutive calendar days after receiving notice under paragraph 4b from an employee or otherwise receiving actual notice of such conviction;
 6. Taking one of the following actions, within 30 consecutive calendar days of receiving notice under paragraph 2d, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6.

B. The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

C. In addition to other remedies available to the government, the Contractor's failure to comply with the requirements of paragraphs A and B of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

D. The Contractor shall insert in the space below the site(s) for the performance of work to be carried out under the construction contract (including the street address, city, county, state, and zip code). The Contractor further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the construction contract, it shall notify RHA immediately upon the decision to use such additional sites by submitting revised information.

Name of Contractor: _____

Project: _____

The Contractor shall insert in the space provided below the site expected to be used for the performance of work under the construction contract covered by the certification:

Place of Performance

Signature

Date

SECTION 00113 - LABOR REQUIREMENTS

GENERAL LABOR COMPLIANCE

The following provisions hereby modify, amplify or supplement the General Conditions, Supplement to the General Conditions of the Contract for Construction, Special Conditions of the Contract, and Standard Federal Equal Employment Opportunity Construction Contract Specifications, and apply to all work specified. Definitions of terms may be found in the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (Executive Order 11246) found herein.

1. DESCRIPTION

- a. This section provides a general description of the Federal reporting requirements for the Copeland Act, Davis/Bacon and Related Acts, Equal Employment Opportunity and Affirmative Action, and Contract Work Hours and Safety Standards Act if they are required during bidding and execution of the Contract terms and conditions.
- b. A more complete description identifying requirements and restrictions which apply to this section may be found in the Supplement to the General Conditions of the Contract for Construction, Standard Federal Equal Employment Opportunity Construction Contract Specifications, Executive Order 11246 of September 24, 1965, HUD Handbook 1344.1, 41 CFR Part 60, and 29 CFR Parts 1, 3, 5, and 7.
- c. For the purposes of this contract, RHA's designated Labor Standards Compliance Officer is Darrell Playford (RHA Construction Inspector), 1525 East Ninth St, Reno, NV 89512, (775) 329-3630.

2. REPORTING REQUIREMENTS. The Contractor is responsible for retaining all labor compliance records and reports in accordance with the Supplement to the General Conditions of the Contract for Construction and the Special Conditions of this contract.

- a. If Davis/Bacon Wages are required, the Contractor and each subcontractor shall submit weekly, whether or not any contract work is performed, original signature payroll reports to the designated Labor Compliance Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). The Contractor and Subcontractor are urged to use the "Department of Labor Optional Form WH347-Payroll". A Contractor may use an appropriate payroll form of his/her own choice which contains all items required under the above referenced CFR including the weekly statement appearing on the back of form WH347-Payroll or the Department of Labor Form WH348, Statement of Compliance as herein included in this Section. It is the Contractor's responsibility to ensure that payroll reports submitted by lower tier subcontractors contain all required information and statements.

- b. Monthly, the Contractor and each subcontractor (over \$10,000) must prepare and submit to the Department of Labor and RHA a "Monthly Utilization Report" as herein included in this Section. The Prime Contractor is responsible for submitting a report on its own aggregate workforce and for collecting and submitting each subcontractor's aggregate reports. Each report must reflect the contractor's entire workforce in the project's covered area. A "Contractor's List of Federal and Non-Federal Work in Covered Area" shall be completed and submitted with the first report and with each subsequent report as work is completed or new contracts are received.

3. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS. The Contractor shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include, when possible,:

- a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

The following notice shall be included in and shall be a part of all solicitations for offers and bids on all federal and federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the director.

1. The Offeror's or Bidder's attention is called to the "Supplement to the General Conditions of the Contract for Construction", Articles 2 and 3, and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms of the Contractor's aggregate workforce in each trade on all construction work in the covered area are as follows:

Timetables	Minority Participation	Goals for Female Participation
Ongoing	8.2 percent	6.9 percent

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside the covered area, it shall apply the goals established for such geographic area where work is performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with Executive Order 11246 of September 24, 1965 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4(a), and its efforts to meet the goals established for the geographic area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, US Department of Labor, within ten working days of contract award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Washoe County, Nevada.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin)
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race)
 - (iii) Asian and Pacific Islander (all persons having any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands)
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, the Contractor must employ such apprentices and trainees during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore; along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7 b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel

such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
 - l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplies, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (paragraph 7 a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under paragraph 7 a through p of these specifications, provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. It is the Contractor's obligation to comply, however, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all

minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for woman generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

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

END OF EXECUTIVE ORDER 11246 SECTION

"General Decision Number: NV20210044 07/02/2021

Superseded General Decision Number: NV20200044

State: Nevada

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

County: Washoe County in Nevada.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021
2	07/02/2021

ELEC0401-002 01/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 31.88	3%+7.50

ENGI0012-006 10/01/2016

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(6) Loader.....	\$ 44.34	23.65
(8) Paver (Asphalt, Aggregate, and Concrete)....	\$ 44.45	23.65

* LABO0169-001 10/01/2020

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 27.25	14.27
(3) Mason Tender-		
Cement/Concrete.....	\$ 27.50	14.27
(4) Pipelayer.....	\$ 27.75	14.27

PAIN0567-005 07/01/2019

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 28.40	13.34

SHEE0026-003 08/01/2020

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 35.77	27.74

SUNV2014-030 09/08/2016

	Rates	Fringes
CARPENTER.....	\$ 17.82	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 17.00	0.00
IRONWORKER, REINFORCING.....	\$ 19.78	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 20.16	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 24.11	0.00
PAINTER: Spray.....	\$ 20.50	0.00
PLUMBER.....	\$ 26.16	0.00
ROOFER.....	\$ 18.50	0.00

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.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

"

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**General Conditions for Construction Contracts –
Public Housing Programs**

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

Applicability. This form is applicable to any construction/development contract.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

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

The information requested does not lend itself to confidentiality.

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

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1. Definitions

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

- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

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

- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

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

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

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this

contract, except with respect to variations described and approved in accordance with (f) below.

- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

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

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name,

make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) Approval of equipment and materials.

- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to ensure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.
- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
 - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
 - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials,

supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees

are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.
- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of

preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

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

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required under this contract within 120 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than three (3) days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
 - (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
 - (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
 - (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
 - (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
 - (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
 - (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
 - (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

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

(e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made:

I hereby certify, to the best of my knowledge and belief, that:

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

Name:

Title:

Date:

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

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

remain responsible for such stored material notwithstanding the transfer of title to the PHA.

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

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.
- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
- (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost);
Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed);
Construction equipment exclusively necessary for the

change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.

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

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

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

30. Suspension of Work

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

negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$250.00 for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.

- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work.
- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.
 - (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

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

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.
 - (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms,

Women's Business Enterprise, and Labor Surplus Area Firms

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

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

39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as

amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

40. Employment, Training, and Contracting

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

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

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

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

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

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

employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related Acts

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

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under

Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a

determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
 - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
 - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
 - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
 - (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard

workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract

that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

SECTION 01151 - SPECIAL CONDITIONS

The following provisions hereby supplement or extend the general conditions.

1. PROJECT SITE

The site is Silverada Manor, a Low-Rent Public Housing complex within the City of Reno, Washoe County, State of Nevada, all as shown on the specifications/drawings designated as **CF19 Chiller Replacement at Silverada Manor**, in Reno Nevada Project NV39-P001-003.

2. TIME FOR COMPLETION

The work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor. All work shall be fully completed within **120** consecutive calendar days thereafter.

3. PROCUREMENT REQUIREMENTS

The Contractor shall comply with the requirements of HUD Procurement Requirements as implemented in 24 CFR 85.36. A copy of this regulation is available upon request from RHA.

4. SECURITY

Contractor notified that they are responsible for the security of all materials stored on site and all equipment until final acceptance and release by RHA.

5. CONSTRUCTION SCHEDULE

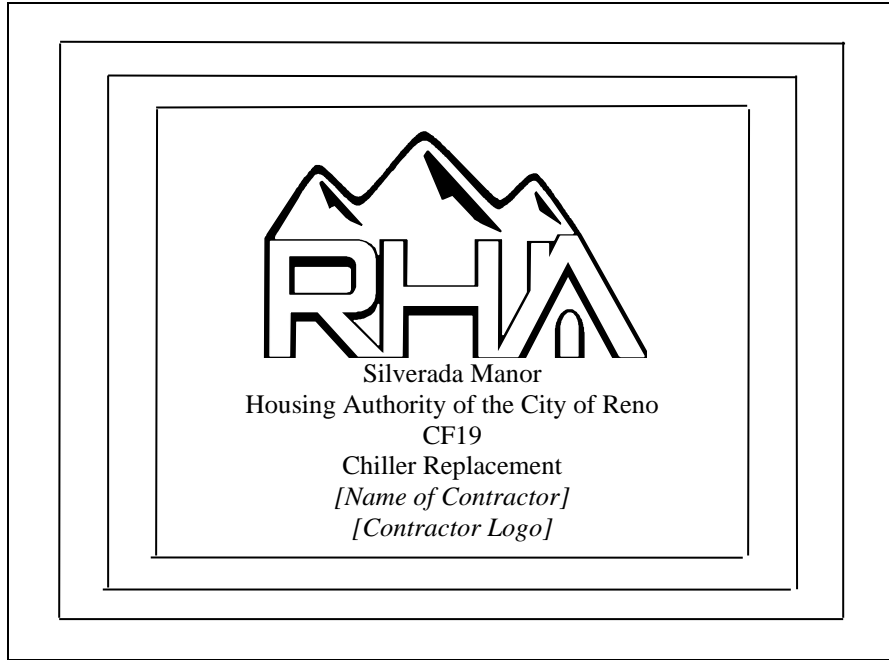
In conjunction with paragraph #6 of the General Conditions of the Contract for Construction, it is the contractor's responsibility to keep the RHA apprised of their weekly and daily construction schedule. It is assumed, unless indicated otherwise, a scheduled workday will consist of at least eight clock hours each day. If the contractor/subcontractor is not going to be on site for a whole or partial day and the contractors schedule indicates or can be interpreted to indicate the contractor/subcontractor is scheduled to be on site, the RHA will be notified no later than the start of that business day of the schedule change. The subcontractor(s), where applicable, will keep the RHA informed of their schedule through the general contractor.

6. COMMUNICATIONS

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

7. SIGNS

- a. Subject to prior approval of RHA as to size and design, type, and location, and to local regulations, the Contractor and his/her subcontractors shall erect a temporary sign(s) for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such sign(s) as may be required by safety regulations and as necessary to safeguard life and property.



- b. The Contractor shall erect on the site of the project, at or before the start of the job, at the location designated by RHA, 1 sign(s) in accordance with the specifications below and conforming to the following general requirements:
- c. Size requirements shall not be less than 4' X 6' nor larger than 8' X 8' and shall comply with local ordinances and/or requirements.
- d. Sign(s) shall be constructed in plain view in a well-trafficked area. All EEO and wage information shall be posted on the sign or at the on-site contractor's office in compliance with the General Conditions of this Contract.
- e. Sign shall have a white background with black lettering. Outside border shall be 2" red and 2" blue separated by 1-1/2". RHA and Contractor shall have logos prominently placed. RHA will accept submittal of draft and reserves final approval.

8. JOB FACILITY

- a. The Contractor and his/her subcontractors may maintain such office and storage facilities on the site as may be necessary in the proper conduct of the work. These facilities shall be located so as to cause no interference to any work being performed on the site. RHA shall be consulted with regard to an acceptable location.
- b. The Contractor shall be solely responsible for providing adequate storage as necessary for the security and safety of all materials needed for satisfactory completion of the work. Contractor shall consult RHA as to acceptable location for on-site storage facilities.

9. PROTECTION OF PERSONS AND PROPERTY

- a. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- b. Contractors' vehicles and equipment shall not be driven on lawn areas or parked in fire lanes or outside of designated parking areas, without prior approval of authorized RHA representative. Each dwelling unit shall be left secured at the completion of each workday.
- c. The Contractor with like or equal materials at no additional expense to RHA shall replace any property damaged in performing work.
- d. Contractor shall provide a Construction Schedule in accordance with the General Conditions in sufficient detail so that the residents may be notified 48 hours in advance that the Contractor will be remodeling their unit. Residents will be requested to remove all belongings from the walls and ceilings, assisting where possible with other personal items.
- e. Care must be exercised to minimize the disruption to the residents' ability to egress and ingress their dwelling units through out the construction.

10. UTILITIES

- a. All utilities shall be reconnected each night in offices/dwelling. The contractor shall be solely responsible for providing adequate alternate gas facilities and/or other utilities service to RHA.
- b. The Contractor shall provide and pay for all electrical facilities and service for all purposes of power, heat, and lighting required in the course of construction under the contract, including all electrical energy consumed by subcontractors and others engaged in work under this contract. The Contractor shall be solely responsible for safe delivery of adequate electrical service when necessary during construction.

11. WATER

Unless otherwise specified, the contractor shall pay for and be entirely responsible for making water available for all purposes of construction. The contractor shall allow the use of water facilities to subcontractors and others engaged in the Work, and shall provide and install sufficient piping and hose to carry the water to every part of the construction.

12. INSURANCE

The following modifies Section 31. a. (2) of the General Conditions of the Contract for Construction:

- a. Claims-made Policy. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must be 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.

13. CONSTRUCTION WORK TIME

Construction work time will be between the hours of 7:00 a.m. to 7:00 p.m. 7:00 a.m. to 5:00 p.m. inside occupied units. At no time can the Contractor block access to the dwelling units. Contractor shall leave the area clean and free from debris at the end of a workday. Any work to be performed on weekends or holidays must be coordinated at least 48 hours in advance with RHA. RHA has the right to deny weekend and holiday work.

14. PERMITS

The contractor is responsible for the cost and for obtaining all city and county permits to include but not limited to: Demolition, Building, Inspection, Encroachment, Dust Control & Asbestos sign off from the Washoe Co. District Health Department. Permits will be obtained prior to starting work a copy of the permit will be given to RHA. The completed permit with appropriate inspector sign offs will be given to RHA at the completion of the job.

15. "EQUAL" CLAUSE"

Whenever a material, article or piece of equipment is identified in the specifications by reference to manufacturer or vendor's name, trade name, catalogue number, etc., it is intended merely to establish standards. Any material, article, or equipment of other manufacturers and vendors which will adequately perform the duties imposed by the general design will be considered equally acceptable provided the materials, article or equipment as proposed is, in the opinion of RHA, of equal substance and functions. No material, article or equipment shall be purchased or installed by any Contractor or subcontractor without RHA written permission. The contractor shall be solely responsible for obtaining and providing all information requested by RHA as necessary to determine the acceptability of the alternate system or equipment.

All requests for alternate materials and/or methods must be submitted to RHA for approval no later than 10 business days prior to bid opening.

16. CONTRACTOR'S TITLE TO MATERIAL

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances and shall provide a "Release of Lien" from all subcontractors, material suppliers, and others providing service or labor to this project with each request for payment.

17. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and RHA rural/engineering subcontracts and those for materials, supplies, models, samples, or design or testing services) expected to exceed the Small Purchases threshold.

18. CLEAN AIR AND WATER

a. The Contractor shall certify that:

i. Any facility to be used in the performance of this proposed contract is []/is not [] listed on the Environmental Protection Agency List of Violating Facilities;

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

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

b. Definitions

i. "Air Act", as used in this clause, means the Clean Air Act (42 USC 7401 et seq.).

ii. "Clean Air Standards", as used in this clause means

(1). Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls prohibitions, work practices, or other requirements combined in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2). An applicable implementation plan as prescribed in Section 1109(d) of the Air Act (42 USC 7410d);

(3). An approved implementation procedure or plan under Section 111(c) or Section 111(d) of the Air Act (42 USC 7411(c) or (d)); or

(4). An approved implementation procedure under Section 1129(d) of the Air Act (42 USC 7412(d)).

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

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

(1). Clean air or water standards; or

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

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

vi. "Water Act", as used in this clause, means Clean Water Act (33 USC 1251 et seq.).

c. The Contractor agrees:

i. To comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7414) and Section 308 of the Clean Air Act (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract; and

ii. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing; and

iii. To use the best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

iv. To insert the foregoing clauses into any non-exempt subcontract, including this subparagraph.

19. ENERGY POLICY AND CONSERVATION ACT

The Contractor must meet the mandatory energy efficiency standards as required by the Energy Policy and Conservation Act (Pub.L. 94-163). The "Covered Product" shall meet the highest energy efficiency requirements in accordance with industry performance standards. "Covered Product," means a consumer product, which includes but is not limited to central air conditioners, freezers, furnaces, and water heaters.

Copies of the standards can be obtained from the list identified in the NLVHA's project manual, dated December 1989, page 01090-4 under the trade association names and titles section.

20. SITE CLEAN UP

Contractor is responsible for the removal and disposal of all construction debris. Job site shall be left clean and secure at the end of each workday. Contractor is responsible for the removal of graffiti from project sign(s), storage containers, and/or any other item or structure belonging to the contractor. Graffiti must be removed within 24 hours.

21. STANDARD SPECIFICATIONS

All work for this project shall conform to requirements of the Standard Specifications for Public Works Construction (Orange Book), Latest Edition, Parts 2 and 3, except as modified herein; and Sierra Pacific Gas Distribution and Construction Standards, Truckee Meadows Water Authority Water Distribution Standards latest edition, with attachments and revision to said guide.

22. RHA SPECIFICATIONS

A copy of the RHA specification book for this project will be on site with contractor / employees doing work on this project anytime work is being done.

**Note: Bid Bond required if bid exceeds \$25,000 for a CFP project or \$100,000 for a non-HUD project
Performance and Payment Bonds required for all HUD projects that exceed \$25,000.**

END OF SECTION 01151 SPECIAL CONDITIONS

SECTION 01370-SCHEDULE AMOUNTS FOR CONTRACT PAYMENTS

GENERAL The general provisions of the Contract, including General Conditions, Special Conditions, and the requirements of Division 00 and 01, apply to all work specified.

REQUIREMENTS INCLUDED

- a. The Contractor shall submit for approval of RHA a Schedule of Amounts for Contract Payments, per HUD form 51000 within ten days of notification of contract award. This detailed breakdown of the contract price shall show principal divisions of the Work per the Master List of Items format and shall be subdivided in such detail as is necessary to support the cost of each item.
- b. Upon request of RHA, support the values with data, which will substantiate their correctness.
- c. Upon request the RHA will provide a disk with the format in PDF. The Schedule of Amounts for Contract Payments shall be used as the basis for approving the Contractor's Periodic Estimate of Partial Payment Request.

RELATED REQUIREMENTS

- a. Document HUD-5370: General Conditions for Construction - Public Housing Program
- b. Document: Special Conditions
- c. Section 01152: Application for Payment
- d. Section 01153: Change Order Procedure

SUBMISSION OF THE SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS

- a. The Contractor shall prepare and submit to the PHA within ten days of notification of contract award a Schedule of Amounts for Contract Payments, HUD form 51000 with all project information and columns 1 through 7 completed.
- b. If there are multiple sites a separate form will be submitted for each site.
- c. The Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- d. Follow the Master List of Items on 2nd page of form HUD 51000 format for separating each work item. Identify each line with the number and title of the respective major section of the specifications.
- e. For each major line item, list sub-values of major products or operations under the item. Contractor profit and overhead shall be separated into two separate line items under General Conditions and shall indicate percentage of total work the value represents.
- f. The sum of all values listed in the Schedule shall equal the total Contract Sum.

INSTRUCTIONS FOR COMPLETION OF SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENT

- a. Instructions for preparing the Schedule are given below. A separate form 51000 is required for each project site and prime contract.
 - i. **Heading** Enter all identifying information required for both forms.
 - ii. **Columns 1** In column 1 enter the division numbers following the Master List of Items on 2nd page of form HUD 51000 format.
- b. **Master List of Items Format.** The attached List contains a basic item into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the division numbers. Items subdivided. In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items exactly pertinent to the project involved and in full agreement with the Contractor's intended basis for requesting monthly payments.
 - i. **Column 2.** Enter the description of item referred to in column 1.
 - ii. **Column 3.** Enter the total quantity for each item of each principal division of work listed in the breakdown.
 - iii. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown as "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - iv. **Column 5.** Enter the unit price, in place, of each sub-item of work. Enter the amount of each sub-item obtained by multiplying the quantities in column 2 by the corresponding unit prices in Column 4.
 - v. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - vi. **Column 7.** Enter the amount of the item as bid.
- c. The "Schedule of Amounts of Contract Payments" shall be signed and dated in the space provided on each sheet of the form by the individual who prepared the breakdown.
- d. The PHA/IHA/RHA will furnish blank forms if needed. The breakdown of main items is minimum and not intended to be complete. Prepare the breakdown to conform to the exact requirements of the contract involved.

END OF SECTION 01370 SCHEDULE FOR CONTRACT PAYMENTS

SECTION 01152 - APPLICATION FOR PAYMENT

GENERAL. The following provisions hereby modify, amplify or supplement the General Conditions, Supplemental Conditions, Special Conditions and the requirements of Division 00 and 01 of the Contract and apply to all work specified.

1. REQUIREMENTS INCLUDED

- a. Submit Periodic Estimates of Partial Payment to RHA in accordance with the General Conditions of the Contract no later than the 1st or 15th day of each month. When the 1st or 15th day of the month occurs on a weekend or a holiday, the periodic estimate for partial payment must be received no later than the next business day. Failure to submit requests to RHA by the day indicated will cause delays in payment beyond the control of RHA. It is highly recommended to submit Periodic Estimates of Partial Payment at least three (3) business days prior to receipt deadline to prevent errors on request delaying submission. RHA is not responsible if requests with errors are received last minute and do not make accounts payable cut off dates.
- b. Payments under this contract shall be withheld until the Contractor and all subcontractors have complied with their obligations under the Conditions of this contract regarding payment of the applicable wage rates and submission of weekly certified payroll reports, and until such payrolls have been reviewed and approved.

2. RELATED REQUIREMENTS

- a. General Conditions for Construction-Public Housing Program, HUD 5370, Article 6.
- b. Section 01000: Schedule of Amounts for Contract Payments
- c. Section 01700: Contract Closeout

3. PREPARATION OF PERIODIC ESTIMATE FOR PARTIAL PAYMENT

- a. Prepare three original, itemized, typed sets of the Periodic Estimate for Partial Payment: HUD-51001 front and back. Attach all documentation required by RHA for each original substantiating the values indicated, as applicable and herein prescribed.
 - i. Complete all required information regarding identification of the project and period covered by this payment request.
 - ii. Complete Item numbers, and descriptions as previously approved on the Schedule of Amounts for Contract Payments. Under Column 3, indicate the percentage completion and value, rounded to the nearest whole dollar, of completed work as of the end period indicated at the top of the form or, if all work for the item has been completed, indicate the date that all work for that particular item was completed and the total value of the work as approved on the Schedule of Amounts for Contract Payments. Use additional sheets, if required, to show all work items. The bottom of each sheet shall be numbered sequentially.

4. SUBSTANTIATING DATA FOR REQUESTS FOR PAYMENT

a. The Contractor shall submit a cover letter with information identifying the project, payment request number, and detailed list of attachments. (Sample Cover Letter*)

* I hereby certify, to the best of my knowledge and belief, that-

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

(Name)

(Title)

(Date)

b. A HUD form 51001 Periodic Estimate for Partial Payment with the front and back pages completed will be submitted at every payment request. An RHA form 51000 with column 1-15 completed may be submitted in place of the front page of the HUD form 51001.

c. A Schedule of the Change Orders shall be attached reflecting all approved change orders and other information as required by the form.

d. Schedule of Materials Stored, HUD-51003, and Summary of Materials Stored, HUD-51004, must be provided if reimbursement is requested by the Contractor for the materials purchased for the Project. Evidence of expenditures may be requested to substantiate the indicated values. The Contractor shall be required to inventory, with a representative of RHA, all materials reported and for which payment is requested.

5. SUBMITTAL PROCEDURE

a. Submit Periodic Estimates for Partial Payment in the number specified in paragraph 1a to RHA no later than the 1st or 15th day of each month following Notice to Proceed. It is highly recommended to submit Periodic Estimates of Partial Payment at least three (3) business days prior to receipt deadline to prevent errors on request delaying submission. RHA is not responsible if requests with errors are received last minute and do not make accounts payable cut off dates.

b. Upon a determination by the RHA that the Payment Requests are properly completed and correct, and that all required attachments are properly completed and substantiated, all sets shall be forwarded to RHA finance department for approval and processing.

c. The Owner shall review all requests and seek approval for payment as may be necessary to comply with federal regulations.

d. Upon completion one copy shall be returned to the Contractor.

6. PERIODIC ESTIMATES OF PARTIAL PAYMENT-FINAL AND RETENTION

a. Upon the receipt of the Concurrence of Substantial Completion cover letter issued by RHA the contractor can submit the final Periodic Estimate for Partial Payment and the Certificate of Substantial Completion upon receipt by RHA of the contractor Certificate of Substantial Completion the final Periodic Estimate for Partial Payment will be processed.

b. The release of retention request can be submitted by the contractor and processed by RHA when the RHA issues the Final Punch List Concurrence Letter and the contractor has provided all required closing documents.

END OF SECTION 01152 APPLICATION FOR PAYMENT

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**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Owner Name:

Project Name: _____

Project Location: _____

Periodic Estimate Number: _____

Payment Amount: _____

1. Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

2. This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of the document relies on it, (s)he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money received from this progress payment promptly to pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument

this ____ day of _____, 20__.

(Company Name)

(SEAL)

By: _____
(Name of Contractor/Subcontractor)

Title: _____

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RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned certifies that all work required under this contract will be performed in accordance with the terms thereof, and that there will be no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.

2. That, in consideration of the payment of the amount of this contract, the undersigned does hereby release RHA from any and all claims arising under or by virtue of this contract, provided, however that if for any reason RHA does not pay in full the amount stated, said deduction shall not affect the validity of this release.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument

this ____ day of _____, 20__.

By: _____
(Name of Contractor/Subcontractor)

Title: _____

(SEAL)

Date: _____

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Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 03/31/2020)

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

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

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

Project Name and Location					Project Number	
Name, Address, and Zip Code of Contractor						
Nature of Contract					Contract Number	
Approved for Contractor by			Title		Date (mm/dd/yyyy)	
Approved for Architect by			Title		Date (mm/dd/yyyy)	
Approved for Owner by			Title		Date (mm/dd/yyyy)	
Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)
Total Amount of Contract or Carried Forward					\$	
To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)						
Signature of authorized representative					Date signed (mm/dd/yyyy)	

Instructions for Preparation of form HUD-51000

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

Master List of Items

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

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

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

Periodic Estimate for Partial Payment

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

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

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

Public reporting burden for this collection of information is estimated to average 3.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency		Periodic Estimate Number	Period From (mm/dd/yyyy) To mm/dd/yyyy)
Location of Project			Project Number
Name of Contractor			Contract Number
Item Number (1)	Description of Item (2)	Completed to Date (3)	
		\$	
Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)			\$

Previous editions are obsolete

form HUD-51001
(1/2014)

Instructions

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

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

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

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

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

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

Certification of the Contractor or Duly Authorized Representative

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

_____ and (contractor) _____

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

This Payment" has been received.

1. Original Contract Amount \$ _____

Approved Change Orders:

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

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

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

Computation of Balance Due this Payment

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

Completed Under Approved Change Orders

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

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

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

9. Less: Retainage, _____% \$ _____

10. Net amount earned to date (line 8 less line 9) _____

11. Less: Previously earned (line 10, last Periodic Estimate) _____

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

Value of Materials Properly Stored

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

14. Less: Allowed last period \$ _____

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

16. Balance Due This Payment \$ _____

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

Name of Contractor	Signature of Authorized Representative	Title	Date (mm/dd/yyyy)
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Certificate of Authorized Project Representative and of Contracting Officer

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

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

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

Schedule of Change Orders

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

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

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

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

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

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

Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
Totals		\$	\$	\$

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

Previous editions are obsolete.

form **HUD-51002** (1/2014)

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Schedule of Materials Stored

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

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

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

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

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

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

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

As identified in Schedule of Amounts for Contract Payments, form HUD-51000.
Previous editions are obsolete

form **HUD-51003** (1/2014)

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Summary of Materials Stored

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

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

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

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

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

Signatures. This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
Location of Project			Project Number
Name of General Contractor			Contract Number
Name of General Contractor or Subcontractor			Amounts
General Contractor			\$
Subcontractors			\$
Total			\$
Less 10%			\$
Net			\$
Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)

I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____

submitted by _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.

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

Previous editions are obsolete

form HUD-51004 (01/2014)

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SECTION 01153 - CHANGE ORDER PROCEDURE

GENERAL. The following provisions hereby modify, amplify or supplement the General Conditions, Supplemental Conditions, Special Conditions of the Contract and the requirements of Divisions 00 and 01, and apply to all work specified. Definitions of terms may be found in the General Conditions.

1. REQUIREMENTS INCLUDED

- a. Procedures for the Contractor and/or RHA to make changes in the scope of work, method of construction, the contract sum, the contract completion time, or any combination thereof, as may be required following execution of the Contract in accordance with the General Conditions and governing program regulations.
- b. The Contractor shall comply with the terms and conditions of the General Conditions of the Contract with special attention to Sections 9, 10, 11, 12, and 14.
- c. Procedures for preparing approvable estimated values of proposed work, actual values for time delays, and other substantiating data. The Contractor shall comply with the requirements of 24 CFR 85.36.
- d. Procedures for initiating disputes involving change orders.

2. RELATED REQUIREMENTS

- a. Document - Change Order
- b. Document HUD-51002 (11/70) - Schedule of Change Orders
- c. Document HUD-5370 (1/87) - General Conditions for Construction - Public Housing Program
- d. Document HUD-52554 (1/87) - Supplement to the General Conditions of the Contract for Construction
- e. Document - Special Conditions
- f. Section 00113 - Labor Compliance
- g. Section 01152 - Application for Payment

3. REFERENCES

- a. HUD Federal Procurement Requirements, 24 CFR 85.36
- b. Housing Authority of the City of Reno Procurement Policy
- c. Housing Authority of the City of Reno Procurement Procedure

4. SUBMIT CHANGE ORDER PROPOSAL

- a. Failure of the Contractor to notify the Contracting Officer of the RHA in writing of a change or need for change in the character of work and his/her subsequent performance of said work shall be considered as a waiver thereof on the part of the Contractor to any right for payment of costs associated with correction of conditions from the point that such knowledge reasonably should have become apparent to the Contractor. No contract adjustments which result in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
 - i. All submittals shall contain sufficient information to document compliance with the requirements of this Section, the General Conditions, and the procurement requirements set out in 24 CFR 85.36.
 - ii. The Contractor shall submit the name and title of the individual authorized to execute change orders and who is responsible for informing all affected trades in the Contractor's employ of changes in the Work.
 - iii. The Contracting Officer indicated in the Notice to Proceed is the only individual authorized to render decisions regarding changes or execute change orders on behalf of the RHA.

- iv. The Contractor shall prepare a letter identifying the project and change order number, and shall submit, as an attachment, three original forms of the submittal documents to the RHA for review and approval.

5. POSTING THE STATUS OF CHANGE ORDERS

- a. The Contractor shall maintain a "Schedule of Change Orders", HUD-51002, at the job site, which accurately reflects the current status of all pending, and approved change orders. This schedule shall be attached to all payments requests that include a request for payment of change order values. Payment may only be requested for fully approved Change Orders, including approval by HUD.
- b. The Contractor shall maintain such measures as are necessary to assure familiarity of the Contractor's staff and subcontractors with the requirements of these procedures.
- c. Said schedule shall be available for review upon demand by the RHA.

6. PROPOSAL REQUESTS INITIATED BY THE CONTRACTOR

- a. Immediately upon discovery of a site condition or a discrepancy among the contract documents including those identified in Article 12 of the General Conditions that materially alter the Scope of Work, or other cause becomes apparent suggesting, in the Contractor's or subcontractor's best judgment as a tradesman, a change in the Work is necessary to ensure optimum performance or installation, the Contractor shall provide written notification to the Contracting Officer outlining the proposed change. The RHA shall instruct the Contractor as to how to proceed.
- b. Subsequent to receipt of the written notice, an inspection shall be scheduled, if necessary, to investigate the conditions outlined in the letter from the Contractor.
- c. Upon a determination by the RHA, that a change in the Work is advisable, the Contractor shall proceed with preparation of the required documentation as identified in Article 8 of this Section.

7. PROPOSAL REQUESTS INITIATED BY THE RHA

- a. The RHA or its Engineer or Architect shall issue a Proposal Request to the Contractor.
 - i. Proposal Requests shall be dated and numbered sequentially and consistent with the anticipated Change Order Number.
 - ii. The Proposal Request shall describe the contemplated change in accordance with HUD guidelines and will specify the time limit by which the Contractor must comply with responding to the request.
- b. Upon receipt of the request, the Contractor shall promptly contact the RHA Engineer to ascertain the most appropriate and desirable method for completing the proposed work and for determining the increase or decrease in cost or time for the proposed change.
- c. The Contractor shall then promptly prepare the information described under Article 5 of this Section.
- d. The Contractor shall meet with the RHA /Engineer/Architect to explain costs and, when appropriate, alternative methods of achieving the desired objective.
- e. The Contractor shall alert pertinent personnel and subcontractors as to the impending change, and to the maximum extent possible avoid such work as would increase the RHA's cost for making the changes and shall alert the PHA when such avoidance is no longer practicable.
- f. Except in an emergency endangering life or property, no change shall be made by the Contractor without prior written order from the RHA, countersigned by the RHA and Contractor, and approved on its face by HUD, as necessary.

8. DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

- a. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.
- b. Document each quotation for a change in cost and time with sufficient data to allow evaluation of the quotation in accordance with the General Conditions and 24 CFR 85.36 which shall include, but are not limited to, the following:
 - i. A detailed description and/or an approved shop drawing detailing the specific nature of the proposed changes or alterations to the work, and
 - ii. Specific reference to the applicable working drawings and specifications affected by the proposed changes, and
 - iii. A firm, fixed reasonable price, and
 - iv. The change in the number of days resulting from the alteration or modification, if applicable, and
 - v. The Contractor's and/or subcontractor's itemized breakdown of the costs of material and labor in a form acceptable to the RHA, indicating the additional work as well as any work deleted from the original contract scope. The cost breakdown shall clearly show the percentages and amounts for builder's overhead, profit and commission, pursuant to Section 9 and 10 of the General Conditions of the Construction Contract and 24 CFR 85.36, and as negotiated with the RHA at the time of contract award.
- c. The basis for changes in contract cost or time shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such an amount as the Contracting Officer of the RHA may determine fair and equitable. Any such price adjustment shall be determined by documented proof of an increase or decrease in actual costs.

9. PREPARATION AND PROCESSING CHANGE ORDERS

- a. The Change Order shall describe the nature of the proposed change including quantities and description of alterations, and change(s) in the contract price or time, as applicable, in accordance with the requirements of this section and the General Conditions.
- b. The following process shall be utilized for distribution of the form of the change order:
 - i. Following submission, review and approval of the supporting documentation, the RHA shall prepare and issue three original forms to the Contractor.
 - ii. Following review and concurrence, the Contractor shall promptly sign all original forms and forward all sets to the RHA/Engineer/Architect.
 - iii. Following review and concurrence, the RHA Contracting Officer /Engineer/Architect shall sign all three originals and return one original to the contractor.

10. DISPUTES ARISING FROM CHANGE ORDERS

- a. Disputes arising from the contents of the Change Order shall be brought to the immediate attention of the Contracting Officer in accordance with the requirements of Article 14 of the General Conditions and "Disputes" of the Special Conditions.

END OF SECTION 01153 CHANGE ORDER PROCEDURE

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SECTION 01700 - PROJECT CLOSEOUT

GENERAL. The general provisions of the Contract, including General Conditions, Supplemental Conditions, Special Conditions and the requirements of Division 00 and 01, apply to all work specified.

1. REQUIREMENTS INCLUDED

- a. Submission of Substantial Completion Certification, Warranty of Good Title, Warranty of Construction, Certificate of Full Completion and Release, Release of Lien, Final Payment and Retention Payment Request.
- b. The Contractor and all subcontractors shall comply with the terms and conditions of the Supplemental Conditions. Final payment under this contract shall not be made until the Contractor and all subcontractors have complied with their obligations under the Supplemental Conditions and related labor compliance requirements of this contract regarding payment of the applicable wage rates and submission of reports.
- c. The requirements for Substantial Completion must be completed and accepted within the time set for Completion in the Contract between the Contractor and RHA to avoid assessment of liquidated damages.
- d. The requirement of this section including Certificate of Full Completion and Release must be completed for Payment of Retention.

2. RELATED REQUIREMENTS

- a. Document HUD-5370: General Conditions of the Contract - Public Housing Program
- b. Document HUD-2254: Supplement to the General Conditions of the Contract for Construction
- c. Document: Special Conditions
- d. Section 00113 - Labor Compliance
- e. Section 01152 - Application for Payment
- f. Section 01153 - Change Order Procedure

3. SUBSTANTIAL COMPLETION

a. When Contractor has inspected the work and considers the Work substantially complete, he/she shall submit to the RHA a written Notice of Substantial Completion and Request for 'Punch List' Inspection at least 5 days in advance of the desired time for the inspection. A list of items, which the Contractor reasonably expects to be incomplete or requiring correction at the time the inspection is performed, shall be included in the notice.

b. The RHA shall inspect the Work with the Contractor and RHA/Engineer to determine the status of completion. A "punch list" shall be prepared and distributed that clearly identifies the nature and extent of incomplete and unacceptable work.

i. Upon a determination that the Work is substantially complete the RHA shall concur in writing and transmit the 'Punch List' to the Contractor with a Concurrence of Substantial Completion Cover Letter. The contractor should submit the Final Periodic Estimate for Partial Payment Form HUD 51001 to the RHA reflecting the total Contract Sum. The Final Periodic Estimate for Partial Payment should include all payments due minus the retention monies owed. Retention will only be paid upon RHA concurrence with the final 'Punch List' and receipt of all required closing documents properly executed by the contractor.

ii. Upon a determination that the Work is not substantially complete, the Contractor shall be promptly notified in writing, by the RHA or Architect/Engineer giving the reasons for the

determination a copy of the initial punch inspection and the established time for achieving substantial completion. The Contractor shall remedy the deficiencies in the Work identified in the inspection report, within the specified time and shall promptly request in writing from the RHA a second inspection. All fees associated with the performance of a second inspection shall be the responsibility of the Contractor.

c. Upon concurrence that the Work is substantially complete and issuance of the Concurrence of Substantial Completion Cover Letter by RHA, the contractor shall prepare a Certificate of Substantial Completion, per sample, to the RHA, accompanied by the "punch list" of items to be completed or corrected as verified and amended during the inspection. RHA shall formally record the Certificate of Substantial Completion along with attachments with the County Recorder within fifteen days of the date of Substantial Completion.

4. FINAL INSPECTION

a. Upon correction of all deficiencies set forth in the initial 'Punch List' inspection items identified and attached to the Certificate of Substantial Completion, the Contractor shall prepare and submit a written Request for Final 'Punch List' Inspection to the RHA. To include the following information and/or the enclosed sample letter.

- i. Contractor has inspected all of the Work for Full Compliance with Contract Documents.
- ii. The Contract Documents have been reviewed and that all Work has been completed in accordance with Contract Documents.
- iii. All work under approved Change Orders has been completed in accordance with the Contract Documents and substantiating Change Order data.
- iv. The equipment and systems have been tested in the presence of a designated RHA representative and/or RHA/Engineer, and are operating in accordance with specified standards.
- v. All plumbing and mechanical equipment operate within normal limits, and operate quietly and free from vibration.
- vi. The Work is complete and ready for final 'Punch List' inspection.

b. A final 'Punch List' inspection of all Work shall be scheduled by the RHA to verify acceptable completion after receipt of such certification.

- i. The RHA shall notify the contractor with the RHA Final 'Punch List' Concurrence Letter that the inspection indicates the work has been completed in accordance with the contract documents.
- ii. Should RHA and/or Architect/Engineer consider the Work incomplete or defective, the Contractor shall be promptly notified in writing of the incomplete or defective work and a time for correction of the deficiencies shall be determined. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second, written certification to the RHA that the Work is complete.

c. Upon notification to the Contractor that the Work is acceptable under the contract documents, the Contractor shall prepare and submit closing documents identified below as required by the RHA.

5. REINSPECTION FEES

a. Reinspection of Work due to inaccurate claims made by the Contractor regarding the status of completion, shall result in the following:

- i. The RHA shall submit a statement of charges for additional services to the Contractor resulting from the reinspection(s).
- ii. The RHA will deduct said fees from monies owed to the Contractor under the terms of the Contract prior to release of final payment.

b. Should the Contractor dispute the statement of charges, the Contractor shall be required to comply with the RHA Procurement Policy regarding resolution of contract disputes.

6. SUBMISSION OF CLOSING DOCUMENTS

The following documents must be submitted to RHA prior to the release of retention to the Contractor

- a. Evidence of compliance with requirements of governing authorities:
 - i. Certificate of Occupancy
 - ii. Permits with sign off by governing authority:
 - (1) Electrical
 - (2) Plumbing
 - (3) Mechanical
- b. Warrantee of Construction in the form acceptable.
- c. Warrantee of Good Title accompanied by a release of lien.
- d. Certificate of Full Completion and Release.
- e. The Contractor shall prepare and submit a separate request for payment for funds he/she held in retention per the requirements of Section 01152-Application for Payment.
- f. All project records, including but not limited to, shop drawings, as-built drawings (even if only informally prepared), and test data shall become the possession of RHA upon completion and shall be delivered thereto within seven days of construction completion.
- g. Operation and maintenance manuals for all equipment or systems installed which shall additionally include manufacturer's data, model numbers, serial numbers with locations of equipment, and all warrantee cards. The contractor shall provide written and verbal instruction to designated PHA personnel regarding proper operation and maintenance of the installed work and shall submit to RHA a letter showing dates of instruction, number of hours of instruction for each piece of equipment, instructor, who was instructed, and signatures of all persons in attendance.

END OF SECTION 01700 PROJECT CLOSEOUT

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(NAME OF CONSTRUCTION COMPANY)

(DATE)

Ms. Amy Jones
Executive Director/Contracting Officer
Housing Authority of the City of Reno Housing Authority
1525 East Ninth Street
Reno, NV 89512

Re: CF19 Chiller Replacement at Silverada Manor, Project NV39-P001-003

Subject: Notice of Substantial Completion and Request for 'Punch List' Inspection

Dear Ms. Jones:

(NAME OF CONSTRUCTION COMPANY) considers the work covered under this contract and any change orders to the contract to be substantially complete. (NAME OF CONSTRUCTION COMPANY) requests a 'Punch List' inspection of the project on (DATE) at (TIME).

The following items (LIST OF ITEMS REQUIRING CORRECTION) will be incomplete or will require correction at the time of the inspection.

Sincerely,

(NAME OF OWNER, PARTNER, ETC.)
(TITLE)

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(RHA LETTERHEAD)

(DATE)

Name of Contractor
Company
Address
City, State Zip Code

Re: CF19 Chiller Replacement at Silverada Manor, Project NV39-P001-003

Subject: Concurrence with Substantial Completion

Dear Contractor/Subcontractor:

The Reno Housing Authority has inspected the work and has completed the initial 'Punch List' inspection. The RHA concurs that the work is substantially complete and a list of open 'Punch List' items is attached. You need to submit the Certificate of Substantial Completion, and the Final Periodic Estimate for Partial Payment Form HUD 51001 (minus all retention held). The Final Pay Request is eligible to be processed by the RHA finance department at this point.

You have 30-days to complete the items identified on the initial 'Punch List' inspection. When you have completed the work identified on the initial 'Punch List' inspection, submit a Request for Final 'Punch List' inspection.

Should you have questions regarding any of the above information please contact Nestor Garcia at (775) 329-3630 extension 215.

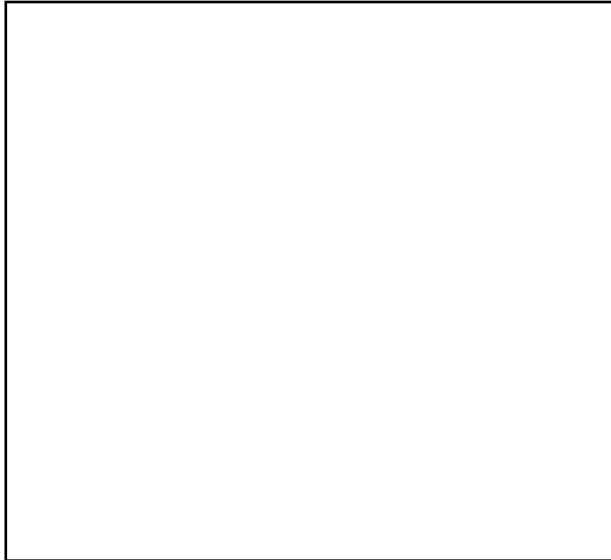
Sincerely,

Amy Jones
Executive Director/Contracting Officer

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A.P.N. _____

Recording requested by:
Housing Authority of the City of Reno
Name: Director of Development
Address: 1525 E. Ninth Street
City/State/Zip: Reno NV 89512-3012
Project: _____
Project #: _____
Location: _____
Contract Date: _____
Contract for: \$ _____
Date of Issuance: _____
Contractor: _____



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT OR DESIGNATED PORTION SHALL INCLUDE: (Project Name and Location)

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

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work for designated portion thereof is the Date certified by RHA when construction is sufficiently complete, in accordance with the Contract Documents, as RHA can occupy or utilize the Work or designated portion thereof for the purpose for which it is intended, as expressed in the Contract Documents. A list of items to be completed or corrected, prepared by the Contractor, and verified and amended by RHA, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above Date of Substantial Completion.

Contractor _____ Print/Type Name _____ Signature _____ Date _____
I, the undersigned, say I am the Contracting Officer of the Housing Authority of the City of Reno, the Owner of the Project indicated above. I have read the above and know the contents thereof; the same is true of my own knowledge. I declare under perjury that the following is true and correct. The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 5:00 p.m. on (Date 30 days from Substantial Completion)

By: _____
Contracting Officer

Print/Type Name
Date: _____

State of Nevada/County of Washoe
Signed and sworn to before me on _____
By, _____
Executive Director/Contracting Officer of the
Housing Authority of the City of Reno.
Notary Public:

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(NAME OF CONSTRUCTION COMPANY)

(DATE)

Ms. Amy Jones
Executive Director/Contracting Officer
Housing Authority of the City of Reno Housing Authority
1525 East Ninth Street
Reno, NV 89512

Re: CF19 Chiller Replacement at Silverada Manor, Project NV39-P001-003

Subject: Request for Final 'Punch List' Inspection

Dear Ms. Jones:

(NAME OF CONSTRUCTION COMPANY) has inspected all of the work for full compliance with the Contract Documents, the Contract Documents have been reviewed, and that all work has been fully completed in accordance with the Contract Documents. All work under approved Change Orders has been completed in accordance with Contract Documents and substantiating Change Order data.

All equipment and systems incorporated in this contract have been tested in the presence of a designated RHA representative and are operating in accordance with the specified standards. All plumbing and mechanical equipment incorporated in this contract operates within normal limits and operates quietly and free from vibration.

The work covered under this contract is complete and *(NAME OF CONSTRUCTION COMPANY)* is ready for the final 'Punch List' inspection of this project.

Sincerely,

(NAME OF OWNER, PARTNER, ETC.)
(TITLE)

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(RHA LETTERHEAD)

(DATE)

Name of Contractor
Company
Address
City, State Zip Code

Re: CF19 Chiller Replacement at Silverada Manor, Project NV39-P001-003

Subject: RHA Final 'Punch List' Concurrence

Dear Contractor/Subcontractor:

The Reno Housing Authority concurs that all of the work items on the final 'Punch List' inspection are complete and satisfactory. The following documents are required for release of retention. Please refer to Section 01700-Project Closeout of the specifications.

	NEED	HAVE	N/A
1 CONTRACTOR CERTIFICATION OF FULL COMPLETION & RELEASE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 CERTIFICATES OF INSPECTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 CERTIFICATE OF OCCUPANCY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 WARRANTEE OF CONSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 WARRANTEE OF GOOD TITLE & RELEASE OF LIEN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 AS BUILTS/SHOP DRAWINGS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 OPERATION & MAINTENANCE MANUALS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 FINAL PERIODIC ESTIMATE FOR PAYMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9 CERTIFICATE OF SUBSTANTIAL COMPLETION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 PUNCH LIST	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11 PERMITS, SIGNED OFF	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12 ALL PAYROLL REPORTS CORRECTED AS NECESSARY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13 LETTER SHOWING DATES & HOURS OF INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Should you have questions regarding any of the above items please contact Nestor Garcia at (775) 329-3630 extension 215.

Sincerely,

Nestor Garcia
Project Manager

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(NAME OF CONSTRUCTION COMPANY)

(DATE)

Ms. Amy Jones
Executive Director/Contracting Officer
Housing Authority of the City of Reno
1525 East Ninth Street
Reno, NV 89512-3012

Re: CF19 Chiller Replacement at Silverada Manor, Project NV39-P001-003

Subject: Warrantee of Construction of the Project

Dear Ms. Jones:

(NAME OF CONSTRUCTION FIRM) warrants the construction of the above Project against faulty workmanship or materials and for any damage to other work resulting there from for a period of one year from *(DATE OF SUBSTANTIAL COMPLETION)*, and shall promptly remedy same upon receiving notice thereof.

Sincerely,

(NAME OF OWNER, PARTNER, ETC.)
(TITLE)

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(NAME OF CONSTRUCTION COMPANY)

(DATE)

Ms. Amy Jones
Executive Director/Contracting Officer
Housing Authority of the City of Reno
1525 East Ninth Street
Reno, NV 89512-3012

Re: CF19 Chiller Replacement at Silverada Manor, Project NV39-P001-003

Subject: Warrantee of Good Title

Dear Ms. Jones:

(NAME OF CONTRACTOR) warrants good title to all materials, supplies and equipment incorporated in the work under the above mentioned contract and that the premises together with all improvements thereon are free from any claim, liens, or charges, and agrees further that neither it, nor any other person, firm, or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

Sincerely,

(NAME OF OWNER, PARTNER, ETC.)
(TITLE)

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CERTIFICATE OF FULL COMPLETION AND RELEASE

From:

To: Housing Authority of the City of Reno

Project: _____

Reference: Contract Number _____ entered into the ____ day of _____, 2020 by and between the Housing Authority of the City of Reno (hereinafter referred to as "RHA") and of Reno, Nevada (hereinafter referred to as "Contractor").

KNOW ALL MEN BY THESE PRESENTS:

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

\$ _____

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1 hereof there are understanding and unsettled the following items which he/she claims are just and due and owing by RHA to the Contractor:

\$ _____

3. The undersigned further certifies that all work required under this contract including work required under Change Orders numbered _____ & _____ have been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Subcontractor(s) were in conformity with the contract provisions relating to said wage rates.

4. Except for the amounts stated in paragraphs 1 and 2 hereof, the undersigned has received from RHA all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.

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

The undersigned, being duly sworn, hereby states that the answers to the foregoing questions and all statements therein contained are true and correct.

Dated at _____, this ____ day of _____, 20__.
(Place)

Name of Firm

Sign only in the presence of a notary public.

Signature

Title: _____

State of _____

County of _____

Signed and sworn to before me on _____ 20__ by _____
[Signers Name]

[Signers Title] of _____
[Corporate / Company Name]

Notary Public

TECHNICAL SPECIFICATIONS

AND

DRAWINGS

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SECTION 236423 –AIR-COOLED CHILLER

PART 1 - GENERAL

1.1 SUMMARY

- A. Contractor shall coordinate work with all other trades and equipment suppliers.
- B. All work shall be done in accordance with the latest adopted editions of the International Building Code (IBC), Plumbing Code, International Mechanical Code (IMC), National Electrical Code (NEC) and all City of Reno Ordinances pertaining to construction.
- C. The contractor shall give all notices, and comply with all applicable laws, ordinances, codes, rules, and regulations. The contractor shall examine the drawings and specifications for compliance with all applicable codes and regulations bearing on the work. Where the requirements of the drawings and specifications fail to comply with applicable codes and regulations the contractor shall immediately report any discrepancy to the RHA Development department.
- D. The drawings indicate the general extent and location of the installation requirements only: the installation shall conform to all applicable code requirements and field conditions. Changes necessary to meet requirements and conditions shall be made at no additional cost to the RHA. Work indicated or specified but having details omitted or not shown shall be provided complete in order to perform the function intended.
- E. All construction materials will be removed from the site on a daily basis and be legally disposed of off-site.
- F. All equipment should be new, and UL listed unless otherwise indicated.

1.2 SUBMITTALS

- A. Submit two copies of material data or specification sheet for all items supplied by contractor for RHA approval.
- B. Startup service reports.
- C. Operation and maintenance data.
- D. Warranty registration forms.

1.3 REMOVALS:

- A. Remove and legally dispose of sixteen (16) existing air-cooled Drake chillers including but not limited to: isolation ball valves, return and supply water chiller lines, miscellaneous piping, fittings, couplings, pumps, strainers, expansion tank (if needed), and pipe insulation as indicated on the drawings.
- B. Remove and legally dispose of existing air-cooled chillers, packing material and old piping on a daily basis. Use of RHA dumpsters is prohibited.

1.4 WARRANTY

- A. **Contractor will be required to register all equipment and parts to Drake for warranties. A copy of all registered equipment will be delivered to RHA prior to project close-out and final payment.**
- B. Standard warranty: the refrigeration equipment manufacturer's guarantee shall be for a period of one year from the date of the equipment start-up. The guarantee shall provide for repair or replacement due to failure by material and workmanship that prove defective within the above period, excluding refrigerant.

PART 2 – PRODUCTS

- A. Contractor shall supply all materials, equipment, and labor necessary to complete the project. The following products or RHA approved equal can be used on this project:
- B. Air-Cooled Chiller – The following air-cooled chiller are approved for use on this project:
 - 1. Drake Air Cooled Chiller PAC72D3-T3-ZD
 - a.) Stainless steel pumps (if not included with chiller product) must meet manufacturer's requirements.
- C. Copper water pipe Type L.
- D. NIBCO 585HP Lead-Free Bronze Ball Press Valves
- E. Pre-Slit/Pre-Glued with Overlap NBR/PVC Pipe Insulation K-Flex or equal product.
- F. NIBCO Press fittings including adapters, caps, couplings, elbows, flanges, manifolds, tees, and unions.

PART 3 - EXECUTION

3.1 AIR-COOLED CHILLER INSTALLATION

- A. Supply and install sixteen (16) new Drake air-cooled chillers in accordance with the plans, specifications, and Manufacturer's installation requirements. Contractor will field determine the extent and routing of water chilled lines to correctly install the air-cooled chillers.
- B. Supply and install new Drake air-cooled chillers supporting components to each building identified on sheet 2 of 4 in RHA plans. Installation is to be in accordance with the Manufacturer's requirements, Specifications and instructions and the schematic drawings indicating the general installation layout provided for reference. The Contractor will be required to make any necessary layout modifications for HVAC or electrical purposes and to ensure installation is in conformance with Manufacturer's requirements.
- C. Contractor shall install the new air-cooled chiller on the existing concrete slab and properly align, level, and bolt in place. Contractor shall provide and install new bolts where needed to secure new equipment.
- D. Reconnection of existing electrical power, to include any new material needed. All field wiring must conform to the requirements of the equipment and to all applicable national and local codes.
- E. Contractor will re-use the existing wall penetration in the mechanical room and seal to accommodate the new air-cooled chiller piping. Contractor will neatly caulk and seal any gap.
- F. Restore all damaged surfaces to match existing.
- G. Modify existing supply and return chilled piping to accept new air-cooled chiller requirements. Replace all supply and return lines. All new refrigeration lines shall meet all installation requirements and shall be type 'L' Copper.
- H. Contractor will supply and install new K-Flex insulation for indoor and outdoor lines or RHA approved equal. All insulation will be securely taped.
- I. Contractor shall remove and replace the two existing pumps on each mechanical room. The new water chilled pumps must meet the requirements for the new air-cooled chiller equipment.
- J. Field supplied strainer or filter is required in the return fluid line at the chiller. The fineness of the strainer mesh, or the filtering medium, used is dependent on local conditions. If no mesh fineness is defined, a mesh fineness of U.S. Mesh 14 to 35 is recommended to protect the chiller.
- K. Supply and install new NIBCO Press valves and fittings or RHA approved equal.
- L. Contractor is responsible for all permitting, testing costs and scheduling.

- M. Prior to startup, the entire system must be leak tested. Due to their greater sensitivity, electronic leak detectors are recommended. Carefully leak test both factory and field made joints including condenser coils. Although each unit is factory leak tested, joints can loosen and sometimes break during shipment.
- N. As with electrical connections, gasketed and flared joints may loosen after a short running time. After placing a system into operation, check the various joints. Tighten or repair as necessary.
- O. After initially filling the system with water or a water/glycol solution, turn on all pumps and allow the fluid to circulate. The entire system should be checked for leaks, paying special attention to joints and seals. Approximately 1 to 2 weeks after placing a system into operation contractor will schedule and return, and again leak check the various joints. Tighten or repair as necessary.

END SECTION 236423 –AIR-COOLED CHILLER