SPECIFICATIONS
FOR

IRON COUNTY HOUSING COMMISSION

Pleasant Valley Corridor Flooring Replacement

DEVELOPMENT NO. MI-119

Victoria Webb, Executive Director

Prepared by:

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100 Portage Street
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*Indicates submission with bid.

INVITATION TO BID

OWNER - The **Iron County Housing Commission**, Crystal Falls, Michigan, acting through its Board of Commissioners, hereby gives notice that sealed bids will be received at the Executive Director's office for the following described project.

PROJECT - The work shall consist of Pleasant Valley Corridor Flooring Replacement.

TIME - Sealed bids will be received until 2:00 p.m., CST, on Tuesday February 21, 2023, in the Executive Director's office at 210 N. Third Street, Crystal Falls, Michigan at which time bids will be publicly opened and read aloud.

PROJECT WALK-THRU - A project work item walk thru is scheduled for Wednesday February 15, 2023, 1:00 p.m. CST. Meet at the Executive Director's office.

BIDS - All bids shall be addressed to Victoria Webb**, Executive Director, Iron County Housing Commission, 210 N. Third Street, Crystal Falls, Michigan, 49920**. Bids shall be sealed and shall have the name and address of the Bidder and the Contract for which the bid is being submitted on the outside of the envelope. All Bidders shall bid in accordance with and upon the Bid Forms included in the Contract Documents.

EXAMINATION OF CONTRACT DOCUMENTS - The Contract Documents are on file for inspection at the **Executive Director's Office and U.P. Engineers & Architects, Inc., 100 Portage Street, Houghton, MI**;

BID SECURITY - No Bid shall be received unless accompanied by a certified check or satisfactory Bid Bond payable to the Iron County Housing Commission in an amount not less than five percent (5%) of the maximum bid as a guarantee, that if the Bid is accepted, the Bidder will execute and file the Contract, 100% Payment Bond, 100% Performance Bond and Insurance Certification, as required by the Contract Documents, within ten (10) days after the Notice of Award.

BID REJECTION - The OWNER reserves the right to reject any and all Bids or waive any informalities in bidding, and to award that which is in the best interest of the OWNER.

WITHDRAWAL OF BIDS - No Bid shall be withdrawn for a period of forty-five (45) days after the scheduled opening without the consent of the OWNER.

GOVERNING LAWS AND REGULATIONS - The Contractor shall be required to pay not less than the wage rates established for the project by the United States Department of Housing and Urban Development. Copies of these wage rates are incorporated in the Contract Documents.

Bidders will be required to comply with the Executive Order No. 11246, as amended. The requirements for bidders and contractors under this order are explained in the bid documents.
A surety who secures a bond must be acceptable to the United States Government. U.S. Treasury Circular No. 570 lists those sureties which are acceptable. This may be obtained by requesting it from:

Audit Staff
Bureau of Government Financial Operations
U.S. Treasury Department
Washington, D.C. 20226

The surety must also be licensed to do business in the State of Michigan.

Victoria Webb, Executive Director
Iron County Housing Commission
Crystal Falls, Michigan 49920

INSTRUCTIONS TO BIDDERS

A. DESCRIPTION OF WORK: One bid shall be submitted for all Base Bid listed on the bid form. The bid submitted shall include all costs of labor, materials and permits for the Work. Work items shall consist of the following:

1. Replacement of existing flooring in the corridors and stair landings. Corridors will have a sealed concrete finish, stairs and stair landings shall have rubber tile finish. All proposed areas will receive proposed vinyl wall base.

B. SUB-BIDS REQUIRED: The names of subcontractors shall be listed in the bid form. Sub-contractors prices shall be listed when indicated on the bid form.

C. EXAMINATION: Before submitting a bid, all General Contractors shall read all contract documents and drawings and shall attend mandatory walk-thru at the site of the proposed work to fully acquaint themselves with the condition relating to construction, labor, quality and quantity of work to be performed. The submission of a bid shall be construed as prima facia evidence that the bidder has made such examination.

D. DISCREPANCIES - OMISSIONS: Should the bidder find discrepancies in or omissions from the drawings or documents, or should be in doubt as to their meaning, he shall at once notify the Engineer. Neither Owner nor Engineer will be responsible for any oral instructions. Instructions deemed necessary by the Engineer will be issued in the form of an addendum and shall become a part of the bid and contract.

E. BIDS: All bids shall be made out on blank forms provided and submitted in an opaque envelope.

Envelopes shall be marked with the Contractor's name and address.

The bid price shall be in writing and in figures and in case of conflict, the written shall apply. Only bids which are made out on the regular bid form, with insertions as required will be considered.

A list of attachments to the bid form is as follows:

1. Non-conclusive Affidavit
2. Certificate of Non-Segregate Facilities
3. Certification for Contractors, Grants, Loans and Cooperative Agreements.

F. REQUIREMENTS FOR SIGNING BIDS: Bids which are not signed by the individual making them should have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation should have the correct corporation name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the word "By _____".

If such a bid is signed by an official other than the president of the corporation, a certified copy of a resolution of the Board of Directors evidencing the authority of such official to sign the bid should be attached to it. Such bid should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

G. INSURANCE:

1. See Section 31 of HUD General Conditions.

2. Certificate of Insurance - Submit to Engineer indicating proof of insurance in amounts stipulated within ten days after the project has been awarded.

3. Certificate of Insurance for all contractors and sub-contractors to Housing Commission.

H. LICENSING:

1. All Contractors shall be licensed Contractors for the State in which the work is to be performed and shall provide evidence of same before signing of contracts as required by law.

I. LEAD BASED PAINT: Any Contractor awarded a contract for modernization shall comply with 24 CFR Part 35 prohibiting the use of lead based paint.

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Instructions to Bidders for Contracts Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

(1) Integrity;

(2) Compliance with public policy;

(3) Record of past performance; and

(4) Financial and technical resources (including construction and technical equipment).

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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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)(l) 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)(l) 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.

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor 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 December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, 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 LLL, "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 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

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

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he 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 [Contracting Officer insert time period] 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
☐ Hispanic Americans
☐ Native Americans
☐ Asian Pacific Americans
☐ Asian Indian Americans
☐ Hasidic Jewish Americans

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

The bidder represents and certifies that it:

(a) ☐ is, ☐ is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) ☐ is, ☐ is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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

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

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

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding $10,000)

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

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

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

A Certification of Nonsegregated 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.

11. 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.

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

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

(b) A fully executed "Previous Participation Certificate"

☐ is, ☐ is not included with the bid.

13. Bidder's Signature

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

_____ ☐

(Signature and Date)

_____

(Typed or Printed Name)

_____

(Title)

_____

(Company Name)

(Company Address)

AFFIDAVIT

(Prime Bidder)

State of _____ as

County of _____;

being first duly sworn, deposes and says:

That he is _____
(Partner or office of the firm of, etc.)

the party making the foregoing bid, that such bid is genuine and not collusive or sham; 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 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, The Housing Commission listed on the project documents or any person interested in the proposed contract; and that all statements in said bid are true.

Signature of:

_____
Bidder, if the bidder is an individual
Partner, if the bidder is a partnership
Officer, if the bidder is a corporation

Subscribed and sworn to before me this
_____ Day of _____, 20____.

_____
My commission expires _____, 20____.

(To be included in bid)

CERTIFICATE OF NON-SEGREGATED FACILITIES

The (_____ Company) assures GOVERNMENT CONTRACTORS and CONCERNED FEDERAL AGENCIES that we do not and will not maintain or provide for our employees any segregated facilities at any of our establishments, and that we do not and will not permit our employees to perform their services at any location, under our control, where segregate facilities are maintained. The company understands that the phrase “Segregated Facilities” includes facilities which are, in fact, segregated on a basis of race, color, creed or national origin, because of habit, local custom or otherwise. The company understands and agrees that maintaining and providing segregated facilities for our employees or permitting our employees to perform their services at any locations, under our control, where segregated facilities are maintained is a violation of the equal opportunity clause required by Executive Order 11246 of September 24, 1965.

The company further understands and agrees that a breach of the assurance herein contained subjects us to the provisions of the Orders of the Secretary of Labor and the provisions of the equal opportunity clause enumerated in contracts or referenced on purchase orders by the Government or Government contractors.

Finally we are aware that whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.

_____

Signature & Title of Highest Official

BID FOR LUMP SUM CONTRACTS

Iron County Housing Commission
210 N. Third Street
Place Crystal Falls, MI 49920

Date February 21, 2023 - 2:00 p.m. CT

Project Pleasant Valley Corridor Flooring Project

Proposal of _____ _____
(Hereinafter called "Bidder")
(a _____ corporation/a partnership/an individual, doing business as

_____)

To the Executive Director

Iron County Housing Commission (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the following work, consisting of

Replacement of existing flooring in the corridors and stair landings. Corridors will have a sealed concrete finish, stair and stair landings shall have rubber tile finish. All proposed areas will receive proposed vinyl wall base.

having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 90 calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $ 100.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addendum: _____

BASE PROPOSAL: Bidder agrees to perform all of the work in connection with this project as described in the specifications and shown on the plans for the sum of:

_____($_____).

(Amount shall be shown in both words and figures). In case of discrepancy, the amount shown in words will govern.

Anticipated start Date:_____

Anticipated Completion Date:_____

CONTRACTOR:_____

SIGNATURE:_____

ADDRESS:_____

_____

TITLE:_____

FEDERAL I.D. NO.:_____

INSTRUCTIONS FOR CONTRACTORS REGARDING AFFIRMATIVE ACTION UNDER EXECUTIVE ORDER 11246 AND 11914

The Contractor agrees that during the performance of this Contract:

1. He/she shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. He/she shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment with regard to their race, color, religion, sex, national origin or handicap. Such action shall include, but not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination: rates of pay or other forms of compensation; and selection of training including apprenticeship. He/she shall post in conspicuous places, available to employees and applicants for employment, notices setting forth and provisions of this nondiscrimination clause.

2. He/she shall, in all solicitations or advertisements for employees placed by himself/herself or on his/her behalf, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin or handicap.

3. He/she shall send to each labor union or representative of workers with which he/she has bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous place available to employees and applicant for employment.

4. He/she shall comply with all provisions of Executive Order 11246 of September 24, 1965 and Executive Order 11914 of April 28, 1976 and all applicable rules, regulations and orders including those of the Secretary of Labor, or pursuant thereto.

5. He/she shall furnish all information and reports required by the above mentioned Executive Orders 11246 and 11914 and all applicable rules, regulations and orders including those by the Secretary of Labor, and will permit access to his/her books, records and accounts by the Secretary of Housing and Urban Development, the Secretary of Labor, and other Government Agencies for the purpose of investigation to ascertain compliances with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with the procedures authorized by Executive Orders 11246 and 11914, and such other sanctions may be imposed and remedies invoked as provided in Executive Orders 11246 and 11914 or by the applicable rules, regulations or orders including those by the Secretary of Labor, or otherwise provided by law.

7. He/she shall document the affirmative actions taken to ensure equal opportunity in employment if the total amount of this Contract exceeds $10,000.

8. He/she shall include these instructions verbatim in every subcontract or purchase order unless excepted by rules, regulations or orders by the Government including those of the Secretary of Labor issued pursuant to Section 204 of said Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. He/she shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance; PROVIDED, however that in the event he/she becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development, he/she may request the United States to enter into such litigation to protect the interest of the United States.

General Contract Conditions for Small Construction/Development Contracts

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

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts**, **greater than $2,000 but not more than $150,000.**

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

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

4. Default

(a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.
(b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
  (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

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

6. Insurance

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

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

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

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

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

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

7. Contract Modifications

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

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

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

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

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

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

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for 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.

9. Examination and Retention of Contractor's Records

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

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

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

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

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

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

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

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

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

(c) Payrolls and Basic Records.

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

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

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

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

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

(e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.
Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

(k) Certification of Eligibility.

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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

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

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

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

(i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

"General Decision Number: MI20230007 01/06/2023

Superseded General Decision Number: MI20220007

State: Michigan

Construction Type: Residential

Counties: Alger, Baraga, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft Counties in Michigan.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/06/2023

BRMI0006-003 05/01/2020

	Rates	Fringes
BRICKLAYER	$ 19.82	22.46

CARP1510-004 06/01/2020

	Rates	Fringes
CARPENTER, Includes Drywall Finishing/Taping	$ 17.84	18.28

ELEC0158-008 05/30/2016

MENOMINEE COUNTY (Townships of Ingallston, Melon and Menominee)

	Rates	Fringes
ELECTRICIAN	$ 19.62	10.72

ELEC0219-008 06/01/2016

BARAGA, GOGEBIC, HOUGHTON, KEWEENAW & ONTONAGON COUNTIES

	Rates	Fringes
ELECTRICIAN		
Electrical contracts $180,000 or less	$ 30.18	18.42
Electrical contracts over $180,000	$ 32.38	18.63

ELEC0219-009 06/01/2016

DICKINSON & IRON COUNTIES

	Rates	Fringes
ELECTRICIAN		
Electrical contracts of $180,000 or less	$ 30.18	18.42
Electrical contracts over $180,000	$ 32.38	18.63

ELEC0979-005 06/01/2016

MENOMINEE (All Townships except Ingallston, Melon and Menominee) & SCHOOLCRAFT COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 31.86	18.66

ELEC1070-001 06/01/2016

ALGER, LUCE, MACKINAC & MARQUETTE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 33.44	18.67

ENGI0325-001 05/01/2022

	Rates	Fringes
OPERATOR: Power Equipment Backhoe/Excavator; Loader; Roller	$ 34.51	24.60

LABO1329-003 05/01/2021

	Rates	Fringes
LABORER Common or General; Mason Tender - Cement/Concrete	$ 23.25	5.95

PLUM0111-001 05/28/2018

	Rates	Fringes
PLUMBER (Including HVAC Pipe Installation)	$ 27.70	22.73

ROOF0149-002 05/01/2021

	Rates	Fringes
ROOFER	$ 26.50	15.95

SHEE0007-022 06/01/2014

	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct and Unit Installation)	$ 16.82	12.41

SUMI2010-005 09/16/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 19.55	6.35
PAINTER: Brush Only	$ 15.09 **	3.53
PAINTER: Spray	$ 14.36 **	1.98
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation	$ 18.88	6.10
TRUCK DRIVER: Dump Truck	$ 12.00 **	1.25

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

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 https://www.dol.gov/agencies/whd/government-contracts.

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 National Office because National Office has 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 DECISIO"

SECTION 3 CONTRACT CLAUSE

135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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. 170lu (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) require 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 compliance with section 7(b).

TECHNICAL SPECIFICATIONS

Section	Title
DIVISION 1 – GENERAL REQUIREMENTS	
01010	Summary of Work
01340	Shop Drawings, Product Data and Samples
01545	Protection of Work and Property
01600	Material and Equipment
01700	Contract Closeout
01710	Cleaning
01740	Guarantees, Warranties, and Bonds

SECTION 01010

SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. This section includes the following:

1. Contractor Acknowledgement.
2. Permits.
3. Special Site Conditions.
4. General Protection.
5. Contractor's Personnel.
6. Overtime.
7. Owner Furnished Items.
8. Contractor's Use of Premises.
9. Coordination.
10. Abbreviations and Symbols.

1.2 CONTRACTOR ACKNOWLEDGEMENT

A. By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

B. The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools and appliances, and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

1.3 PERMITS

A. All construction permits and license necessary for the work shall be the responsibility of the Contractor. Permanent operational permits shall be secured by the Owner.

1.4 SPECIAL SITE CONDITIONS

A. The Contractor shall confine his equipment, apparatus, storage of materials, and operations of his workmen to the areas within the limits of the project, as directed by the Owner.

B. The Contractor shall take particular care to effect a minimum of disturbance and hazard to the remaining existing building, the grounds and occupants.

   1. The contractor and subcontractors shall take particular care when entering and using general area space due to the elderly occupants. All moving of materials and opening of doors shall be done with consideration of occupants present.

   2. Any interruption to services, (electricity, water, sewer, etc.) shall be made only after consultation and scheduling with the Owner and Architect.

   3. Information pertaining to existing construction and other preliminary investigations, such as location of utilities, appear on the drawings. While such data has been collected with reasonable care, it is based on available records, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing. They are merely given to assist the Contractor in determining the actual location and conditions.

   4. The Contractor and Subcontractors shall acquaint themselves with the location of all above ground and all underground services, utilities, structures, etc., which may be encountered or be affected by his work, and shall be responsible for any damage caused by neglect to provide proper precautions or protection. The Owner shall not be held responsible, or liable for damages, repairs, etc.

   5. Cost of repairs and replacement of any structure or utility not scheduled for removal shall be paid by the Contractor.

C. The Contractor shall remove all demolition material from the site except items listed below to be turned over to the Owner.

D. Parking of vehicles necessary for the demolition work and/or for construction work should be confined to within the construction areas. The Contractor shall make his own arrangements for parking employee's cars and for vehicles that cannot be contained within the construction area.

E. It shall be the responsibility of the Contractor to keep all streets and drives in the area free of mud, clay, gravel, debris, and any other materials which vehicles or equipment may track or scatter onto the street or drives. The frequency of cleaning of these surfaces shall be based on the amount of material deposited and shall not necessarily be done on a set schedule. The Contractor shall clean such streets and/or drives as required, or he shall clean them when instructed to do so by the Owner. Cleaning shall always be continued to the end of the dirtied areas.

F. Whether shown on the drawings or not, the Contractor shall contact all public utilities for the exact location of their underground structures such as ducts, mains or services for electric power, gas and telephone. Support for all above ground poles for electric power, lighting and telephone wires and cables shall be the responsibility of the Contractor. If such utilities are damaged by the Contractor, he shall make settlement with the Owner(s) of the utility(ies).

1.5 GENERAL PROTECTION

A. Protect remaining adjacent buildings from any damage and dust control that could be caused by any operation under this contract at all times so as to maintain all remaining work, materials, apparatus and fixtures free from injury or damage.

B. Protect adjacent parking areas and vehicles parked therein from any and all damage that could be caused by any operation within the scope of this project.

C. Repair or have repaired at own expense any damage to existing street paving, curbs, gutters, walks, etc., not noted for removal and caused by any operation within the scope of this contract.

D. Maintain unobstructed access to one side of the corridor, as well as adjacent parking areas not scheduled for removal, at all times.

E. Any damage by failure to provide proper and adequate protection shall be repaired to the satisfaction of the Owner or removed and replaced with new work at the Contractor's expense.

F. Additional protection of workers, public, adjoining property, utilities and structures as outlined in applicable sections of the General Conditions shall be provided by the Contractor.

G. While working in the apartment units, cover furniture and carpeting.

1.6 CONTRACTOR'S PERSONNEL

A. The Contractor shall provide competent, suitable qualified personnel to lay out the work and perform construction as required by the Contract Documents. The Architect may judge the competency and qualifications of personnel and, upon his written request to the Contractor, cause the immediate dismissal from the work of any incompetent and unqualified personnel.

1.7 OVERTIME

A. As of January 1, 1986, it is no longer a Federal requirement for Contractors to pay time and one-half (x 1.5) to employees working more than eight (8) hours per day. Overtime compensation is required for hours worked in excess of forty (40) hours per week.

B. The Contractor shall be responsible to pay the Owner all overtime inspection and testing costs which result from inspection or testing personnel working in excess of forty hours per week or for Saturday, Sunday and holiday when such overtime work is done at the option of the Contractor. The rate for such overtime work shall be Fifty dollars ($50.00) per hour per person for all overtime hours.

1.8 CONTRACTOR'S USE OF PREMISES

A. The Contractor shall confine his apparatus, the storage of materials and the operations

of his workmen to that area as directed by the Owner.

B. All work shall be performed in such a manner which will not interfere with operations of the adjacent property or facility.

C. The Contractor and each Subcontractor shall be responsible for his own material upon the grounds and shall also guard the public against all damages by reason of pits or excavations, or because of any piles or materials about the premises, and shall be liable for any damages occurring because of any neglect to provide such safeguard. No Contractor shall occupy any unnecessary amount of space with his material and each shall obey the instructions of the superintendent, who will see that a fair apportionment of the building ground is made among the several contractors.

D. The Contractor and each Subcontractor shall protect and be responsible for any damage to his work or material and shall make good without costs to the Owner any damage or loss that may occur, unless particularly otherwise stipulated in the Contract Documents.

E. The Contractor shall not load or permit any part of the structure or premises to be loaded with a weight that will endanger its safety or damage its appearance.

F. The Contractor shall enforce the Owner's or Architect's instructions regarding signs, advertisements, fires and smoking.

G. The Contractor and each Subcontractor shall be responsible for the proper care and protection of all of his materials, equipment, etc., as may be stored on the premises, subject to the approval of the Owner and Architect.

H. When any space in the building is used as a shop or storeroom, the one making use of such room will be held responsible for any repairs, patching or cleaning arising from such use.

I. The Contractor and subcontractors must treat the residents with courtesy at all times.

1.9 COORDINATION

A. The Contractor, all other prime contractors, and all subcontractors shall coordinate their work and shall cooperate with all other trades so as to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material.

B. Each "trade" shall perform its work in proper sequence in relation to that of other contractors or trades as directed by the Contractor.

C. Each "trade" shall be responsible for its demolition or removal work in a timely manner so as to not allow the tenants and their belongings to be subject to the weather, theft or damage.

D. Each "trade" shall examine the areas for replacement and determine any special conditions, which will be incidental to the contract, and provide all necessary materials and labor to complete the project in a neat workmanlike manner acceptable to the ARCHITECT/OWNER.

E. All items removed shall become the property of the General CONTRACTOR except for the kitchen cabinets. General Contractor to take care in removal of these items.

F. The General CONTRACTOR shall be responsible for disposal of removed items, except those mentioned above. The location of refuse storage units shall be as directed by the OWNER. Site shall be cleaned daily.

G. Each Contractor shall arrange his work and dispose of his materials so as not to interfere with the work or storage of materials of other contractors. Contractor shall not use the Owner's refuse container nor place the refuse container in the parking lots. Each Contractor shall join his work to that of others in accordance with the intent of the drawings and specifications.

H. No Contractor shall endanger any work of another by cutting, digging or otherwise, and shall not cut or alter such work of any other contractor without the consent of the Architect and the other contractors.

I. It shall be the responsibility of all Contractors and Subcontractors to keep constant check on the progress of the work so that the particular trade can insure preparation for installation of that trade's work and not cause delay in the progress of the work.

J. The Contractor shall give due notice and proper information to other contractors of any special provisions necessary for the placing or setting of his work coming in contact with work of other contractors. Failing to do so in proper time, he shall be held responsible and shall pay for any and all alterations and repairs necessitated by such neglect.

K. Any cost caused by defective of ill-timed work shall be born by the party responsible therefore.

1.10 ABBREVIATIONS AND SYMBOLS

A. In general, abbreviations and symbols will be listed and defined on the plans. Symbols will not be used in the specification text. Following this section is a list of abbreviations.

1.12SPECIAL ABBREVIATIONS

A. Abbreviations are as follows:

A.A.S.H.O.: American Association of State Highway Officials

A.C.I.: American Concrete Institute

A.N.S.I.: American National Standard Institute

A.S.A.: American Standard Association

A.S.T.M.: American Society for Testing and Materials

A.W.S.: American Welding Society

A.W.W.A.: American Water Works Association

C.R.S.I.: Concrete Reinforcing Steel Institute

C.S.I.: Construction Specifications Institute

M.D.N.R.: Michigan Department of Natural Resources

M.D.P.H.: Michigan Department of Public Health

M.D.S.H.: Michigan Department of State Highways

N.E.C.: National Electrical Code

O.S.H.A.: Occupational Safety and Health Administration (Mi OSHA)

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 DESCRIPTION

A. Submit Shop Drawings, Product Data and Samples, including color chips and any other data required by the Contract Documents. Contractor shall also submit a list of subcontractors and material suppliers in accordance with the General Condition of the Contract for construction.

B. Related requirements are included in the General Conditions, Section in Division 1 and other pertinent Section of these Specifications.

1.2 SHOP DRAWINGS

A. Drawings shall be presented in a clear and thorough manner.

B. Details shall be identified by reference to sheet and detail, schedule, or room numbers shown on Contract Documents.

C. All submittal drawings shall provide a clear 5" x 3" space for Architect's review stamp.

D. Submit as many copies as the Contractor will need plus two (2) extra copies which shall be retained for the Architect's records. Submittal with insufficient number of copies will be rejected.

1.3 PRODUCT DATA

A. Preparation:

1. Clearly mark each copy to identify pertinent products or models.

2. Show: performance characteristics and capacities, dimensions and clearances required, wiring or piping diagrams and controls.

B. Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information that is not applicable to the work.

2. Supplement standard information to provide information specifically applicable to the work.

1.4 SAMPLES

A. Samples shall be of sufficient size and quantity to clearly illustrate functional characteristics of the product, with integrally related parts and attachment devises, as well as the full range of color, texture and pattern.

B. Submit color samples for all items where two or more standard colors are available. Submit special colors where specifically requested in the various sections.

1.5 CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall review shop drawings, product data and samples prior to submission.

B. Determine and verify:

1. Field measurements.

2. Field construction criteria.

3. Catalog numbers and similar data.

4. Conformance with specifications.

C. Coordinate each submitted with requirements of work and the Contract Documents.

D. Notify the Architect in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents.

E. Begin no fabrication or work which requires submittals until return of submittals with Architect's approval.

F. Architect's approval of shop drawings, product data or samples does not alleviate the Contractor of his responsibility for conformance with the drawings and specifications.

1.6 MAINTENANCE SCHEDULES

A. Prior to final payment, submit to Architect one copy of maintenance schedules for all equipment installed in this contract.

END OF SECTION

SECTION 01545

PROTECTION OF WORK AND PROPERTY

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. The OWNER will not be responsible for security on the site of the work. Each CONTRACTOR will be held responsible for loss or injury to persons or property where his work is involved and shall provide (if he deems it necessary) such watchmen and take such other precautionary measures as he may deem necessary to protect his own interests.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 DESCRIPTION

A. Material and Equipment incorporated in the Work shall:

1. Conform to applicable specifications and standards.

2. Comply with size, make, type and quality specified, or as specifically approved in writing by the Architect.

3. Manufactured and Fabricated Products:

a. Design, fabricate and assemble in accord with the best engineering and shop practices.

b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

c. Two or more items of the same kind shall be identical, by the same manufacturer.

d. Products shall be suitable for service conditions.

e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Section in Divisions 1, 3, 6, and 9 of these Specifications.

1.2 REUSE OF EXISTING MATERIAL

A. Except as specifically indicated or specified, materials and equipment removed from an existing structure shall not be used in the completed work.

B. For material and equipment specifically indicated or specified to be reused in the Work.

1. Use special care in removal, handling, reinstallation and storage to assure proper function in the completed work.

1.3 MANUFACTURERS' INSTRUCTIONS

A. When Contract Documents require that installation of work shall comply with manufacturers' printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Architect. Maintain one set of complete instructions at the job site during installation and until completion.

B. Printed maintenance instructions shall be provided to the Owner.

C. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturers' instructions, consult with Architect for further instructions.

2. Do not proceed with work without clear instructions.

D. Perform work in accordance with manufacturers' instructions. Do not omit any preparatory steps or installation procedures unless specifically modified or exempted by Contract Documents.

1.4 TRANSPORTATION AND HANDLING

A. Deliver products in undamaged conditions, in manufacturer's original unopened containers or packaging, with identifying labels intact and legible.

B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.5 STORAGE AND PROTECTION

A. Store products in strict accordance with manufacturer's instructions with seals and labels intact and legible.

1. Store products subject to damage by the elements in weathertight enclosures.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.

B. Exterior Storage:

1. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.

2. Store loose granular materials in a well-drained area on raised solid surfaces to prevent mixing with foreign matter.

C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

D. Protection after installation:

1. Provide substantial coverings to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

1.6 REJECTION OF MATERIAL

A. Materials will be rejected if:

1. They are stored in a manner contrary to manufacturer's written instructions.

2. Their packages show evidence of water or other damage.

3. They otherwise fail to meet the specifications.

1.7 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Contractor's options:

1. For products specified only by reference standard, select any product meeting that standard. Submit to Architect specifications verifying compliance.

2. For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.

3. For products specified by naming one or more products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any product or manufacturer not specifically named.

4. For products specified by naming only one product and manufacturer, there is no option.

B. Substitutions:

1. For a period of 10 days after Contract Date, the Architect will consider written (only) requests from Contractor for substitution of products.

2. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:

a. Comparison of the qualities of the proposed substitution with that specified.

b. Changes required in other elements of the work because of the substitution.
c. Effect on the construction schedule.

d. Cost data comparing the proposed substitution with product specified.

e. Availability of maintenance service and source of replacement materials.

3. Architect shall be the judge of the acceptability of the proposed substitution.

C. Contractor's Representation: A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed product and determined that it is equal to or superior in all respects to that specified.

2. Will provide the same warranties or bonds for the substitution as for the product specified.

3. Will coordinate the installation of an accepted substitution into the work, and make such other changes as may be required to make the work complete in all respects.

4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

5. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Architect will record time required by the Architect and the Architect's consultants in evaluating substitutions proposed by the Contractor and in making changes in the Contract Documents occasioned thereby, whether or not the Architect accepts a proposed substitute. The Contractor shall reimburse the Owner for the charges of the Architect and the Architect's consultants for evaluating each proposed substitute.

D. The Architect will review requests for substitutions with reasonable promptness, and notify the Contractor, in writing, of the decision to accept or reject the requested substitution.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Provide an orderly and efficient transfer of the complete Work to the Owner.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections of Division 1 of these Specifications.

2. Activities relative to Contract closeout are described in, but not necessarily limited to, the General Conditions.

3. "Substantial Completion" is defined in the General Conditions.

1.2 QUALITY ASSURANCE

A. Prior to requesting inspection by the Architect, use adequate means to assure that the Work is complete in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

A. Substantial Completion:

1. Prepare and submit the list required by the General Conditions.

2. Within a reasonable time after receipt of the list, the Architect will inspect the Work to determine status of completion.

3. Should the Architect determine that the Work is not substantially complete:

a. The Architect promptly will so notify the Contractor, in writing, giving the reasons therefore.

b. Contractors shall remedy the deficiencies and notify the Architect when ready for reinspection.

c. The Architect will reinspect the Work.

4. When the Architect concurs that the Work is substantially complete:

a. The Architect will prepare a "Certificate of Substantial Completion", accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect.

b. The Architect will submit the Certificate of the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

B. Final Completion

1. Contractor to verify that the Work is complete and ready for final inspection.

2. Contractor shall perform "Final Cleaning" in accordance with provisions of Section 01710, Cleaning.

3. Contractor to prepare and submit the notice required by the General Conditions.

4. The Architect will make an inspection to verify status of completion.

5. Should the Architect determine that the Work is incomplete or defective:

a. The Architect promptly will so notify the Contractor, in writing, listing the incomplete or defective work.

b. Contractor shall remedy the deficiencies promptly, and notify the Architect when ready for reinspection.

6. When the Architect determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.

C. Closeout submittals include, but are not necessarily limited to:

1. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Architect.

2. Warranties.

3. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:

a. Certificates of Inspection.

b. Certificates of Occupancy.

4. Evidence of payment and release of liens.

5. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

1.4 INSTRUCTION

A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipments, and similar items which were provided as part of the Work. Provide written instructions to the Owner.

END OF SECTION

SECTION 01710

CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION

A. Work included: Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.

B. Related work: Documents affecting work of this Section include, but are not necessarily limited to, General Conditions and Sections of Division 1 of these Specifications.

C. **EXTREMELY IMPORTANT**: At all times and in all places make sure no items, materials, equipment, tools or supplies are left in such a way as to create a tripping or other hazard to the residents.

1.2 QUALITY ASSURANCE

A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.

B. In addition to the standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

A. General:

1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing required protection of materials.

2. Do not allow accumulation of scrap, debris, waste material, and other items not required

for construction of this Work.

3. At least once each week, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.

4. Provide adequate storage for all items awaiting removal from the job site, observing requirements, laws and codes for fire protection and protection of the environment.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.

2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Organize as required.

3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly, and more often if necessary, inspect the structures and pick up all scrap and debris material. Remove such items to the place designated for their storage.

2. Daily, and more often if necessary, sweep interior spaces clean.

a. "Clean" shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort and a hand-held broom.

3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.

4. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials are installed.

a. "Clean" shall be interpreted as meaning free from foreign material which, in the opinion of the Architect, may be injurious to the finish floor material.

3.2 FINAL CLEANING

A. "Clean" shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using quality building maintenance equipment and materials.

B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste.

C. Site:

1. Unless otherwise specifically directed by the Architect, broom clean paved areas on the

site and public paved areas adjacent to the site.

2. Completely remove resultant debris.

D. Structures:

1. Exterior:

a. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.

b. Remove all traces of splashed materials from adjacent surfaces.

c. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.

2. Interior:

a. Visually inspect interior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.

b. Remove all traces of splashed material from adjacent surfaces.

c. Remove paint droppings, spots, stains, and dirt from finished surfaces.

3. Glass: Clean inside and outside.

E. Schedule final cleaning as approved by the Architect to enable the Owner to accept a clean Work. Final cleaning shall be performed prior to the Owner's occupancy and prior to final inspection. Any work performed after Owner's occupancy shall be cleaned in accordance with Paragraph 3.02 at the end of each work day.

3.3 CLEANING DURING OWNER'S OCCUPANCY

A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and final acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by the Architect or Owner in accordance with the General Conditions of the Contract.

END OF SECTION

SECTION 01740

GUARANTEES, WARRANTIES, AND BONDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion, unless otherwise noted. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary be reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

B. The OWNER may require additional bonds besides those required by the General Conditions. A bond to be furnished with roofing may be required, etc. Such requests will be stated in the pertinent part of the specifications.

END OF SECTION