



INVITATION FOR BIDS (IFB) No. 20020

Drainage Improvements – Sea Breeze Senior Apartments

DATE: June 23, 2020

CONTACT NAME: All questions shall be sent via e-mail to: procurement@hacc.org. All questions must be received by July 14, 2020 at 3:00 pm CST.

One (1) original, one (1) copy of the Sealed Bids are due Tuesday, July 21, 2020, at 2:00 pm CST. Deliver or hand carry to the Corpus Christi Housing Authority, 3701 Ayers, Corpus Christi, TX 78415 (Front Window).

NOTES TO ALL CONTRACTORS:

1. Project must be completed within 60 days of Notice to Proceed.
2. A non-mandatory pre-bid conference is scheduled for Tuesday, July 07, 2020 at 10:00 am, 3701 Ayers Street, Corpus Christi, TX 78415. A brief site visit will follow the meeting.
3. All work performed must meet all electrical, mechanical and building codes based on local, state, and federal regulations.



Brian Bray C.P.M.
Vice-President of Administrative Support

Signature and submission of this Bid shall serve as evidence that the Contractor understands and agrees to all conditions of the Invitation For Bids - IFB 20020

Company Name

Printed Name and Title of Authorized Representative

Signature

Address

Phone Number

E-Mail Address

Date

CORPUS CHRISTI HOUSING AUTHORITY & AFFILIATES
INVITATION FOR BIDS (IFB) 20020
Drainage Improvements - Sea Breeze Senior Apartments

- 1.0 AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not to award a contract pursuant to this IFB.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 30 days written notice to the successful bidder(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
 - 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 30 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
 - 1.7 Right to Reject any Bid.** Reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.9 Right to Prohibit.** At any time during the IFB or contract, process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein.
- 2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.** The Agency is seeking bids from qualified and licensed entities to provide the Agency with the following detailed services:
- 2.1 Required Construction Services.** The successful bidder (a/k/a herein as "the Contractor") will provide all material and labor to complete the construction work detailed herein and within Project Specifications and Drawings.
 - 2.2 Contractor Responsibilities.**
 - 2.2.1 Access for Emergency Vehicles.** The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.

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- 2.2.2 **Contract End Items.** Upon completion of the project, the Contractor must submit the following:
- 2.2.2.1 A separate payment request for the retainage;
 - 2.2.2.2 A one-year warranty letter from the Contractor;
 - 2.2.2.3 Contractor's Affidavit of Release of Liens;
 - 2.2.2.4 Contractor's Certificate and Release; and
 - 2.2.2.5 As-builts.
- 2.2.3 **Debris.** The Contractor shall clean work areas daily, at the end of the workday, of all work-generated debris, which may endanger the safety of the others (the public; Agency residents; etc.).
- 2.2.3.1 All work areas must be kept sanitary and clean of any trash. Debris from work must be removed from living areas.
 - 2.2.3.2 The Contractor must examine the work area and determine any unsuitable work condition.
 - 2.2.3.3 Any required removal or replacement of this work caused by unsuitable conditions will be just cause for the Contractor to bear the expense. Notice of unsuitable conditions shall be brought to the Agency's representative in written form.
 - 2.2.3.4 **Request for Payment Forms.** The Contractor shall submit a request for payment for this project on the following forms, each as may be appropriate:
 - 2.2.3.4.1 form HUD-51000 (1/2014), *Schedule of Amounts for Contract Payments*; NOTE: The Agency also retains the right to require any bidder (but most likely the apparent low bidder) to submit this fully completed form to the Agency at any point after the bid submittal deadline—the typically will occur when the Agency wishes to do an analysis of the bidder's proposed cost to ascertain as to whether or not the bidder's proposed cost is realistic, fair, and/or reasonable.
 - 2.2.3.4.2 form HUD-51001 (1/2014), *Periodic Estimate for Partial Payment* (Attached hereto);

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- 2.2.3.4.3 form HUD-51002 (1/2014), *Schedule of Change Orders* (Attached hereto);
 - 2.2.3.4.4 form HUD-5372(1/2014), *Construction Progress Schedule* (Attached hereto); and
 - 2.2.3.4.5 **Retainage.** The Request for Payment form must list and clearly identify the retainage in the amount of 10% as a deduction to the subtotal of charges on the Request for Payment.
- 2.2.4.5 **Review and Approval.** The Agency will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment items which have not been completed in a satisfactory manner ("satisfactory," as determined at the sole discretion of the Agency), the Agency shall hold payment for the unsatisfactory items, and pay the balance of the request (e.g. the undisputed portion). The Agency shall ensure:
- 2.2.4.5.1 The request for payment is consistent with the Agency-approved schedule of amounts for contract payments;
 - 2.2.4.5.2 As further detailed within the preceding Section 2.2.4.6 herein, the total of the request for payment does not include the amount to be retained by the Agency under the contract (retention or retainage);
 - 2.2.4.5.3 The work covered by the request for payment has been performed in accordance with the construction documents;
 - 2.2.4.5.4 The AIA document has been properly executed on all applicable supporting documentation submitted; and
 - 2.2.4.5.5 The Contractor has submitted all required reports such as payroll reports.
- 2.2.4.6 **Distribution of Documents.** The Contractor shall submit 2 original copies and 1 additional copy of all documentation required. The Agency shall retain the 2 original AIA documents

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or Partial Payment requests and all applicable supporting documentation for its file and return 1 copy of all such forms to the Contractor.

- 2.2.5 **Permits.** The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense.
- 2.2.6 **Required Licensing.** The Contractor(s) shall be in possession of any current appropriate licensing that may be required by the County of Nueces (and/or, if applicable, any city jurisdiction therein in which work will be performed) and/or the State of Texas.
- 2.2.7 **Safety.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations. Screened safety barriers must be provided around work areas.
- 2.2.8 **Security during Work.** The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four hour basis, not just during the normal work hours.
- 2.2.9 **Temporary Facilities.** It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to: temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.
- 2.2.10 **Time of Completion.** The Contractor shall commence work under the ensuing contract on a date to be specified within the Notice to Proceed form issued by the Agency, and the Agency anticipates that the Contractor will fully complete all work thereunder within 60 consecutive calendar days from said date.
- 2.2.11 **Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. As the building the Contractor will be

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working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that the hallways are clear for access and egress.

2.2.12 Weekends. Unless otherwise approved by the Agency in writing, the Contractor shall not perform work on Agency property during a holiday nor weekend days (Saturday or Sunday).

2.2.13 Work Standards. It is the responsibility of the Contractor to ensure that each worker provided by the Contractor shall be fully trained and qualified to provide any assigned work. Accordingly, all work provided shall be guaranteed by the Contractor to be performed in a workmanlike manner and in accordance with all applicable laws, codes, and/or regulations, including those issued by, but not limited to, the County of Nueces (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas, or any applicable Federal Agency.

3.0 Bid Submission. All bids must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") of the bid submittal, 1 exact copy shall be placed unfolded in a sealed package addressed to:

**Corpus Christi Housing Authority
Attn: Brian Bray, Vice-President of Administrative Support
3701 Ayers,
Corpus Christi, TX 78415**

The package exterior must clearly denote the above noted IFB number and must have the bidder's name and return address. Include the Bid number and Project name. Bids received after the published deadline will not be accepted.

3.1.1 Submission Conditions. DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, the Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. Each

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prospective bidder agrees to confirm all notices that the Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

- 3.1.2 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within IFB document, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the Agency requirements contained within the documents may cause that bidder to not be considered for award.
- 3.2 Bidder's Responsibilities – Contact with the Agency.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Proposers must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the Agency to not consider a bid submittal received from any bidder who may has not abided by this directive.
- 3.2.1 Addendums.** Unless otherwise instructed herein, all questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the Agency and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.
- 3.3 Pre-bid Conference.** The scheduled pre-bid conference identified in this document is not mandatory. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having

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a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct an overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the Agency *will not* distribute at this conference any copies of the IFB documents.

4.0 BID EVALUATION.

4.1 Public Opening. At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; and (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible, the Agency reserves the right to, as determined by the Agency, "waive informalities or minor irregularities in bids received." Bids will be available for inspection by the public after the award has been completed.

4.1.1 Ties. In the case of bids, the award shall be decided by "drawing lots or other random means of selection."

4.2 Responsive Evaluation. After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made).

4.3 Responsible Evaluation. The Agency will evaluate each bid submitted as to responsibility (e.g. a firm that is qualified, responsible and able to provide to the Agency the required services). If the Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the Agency may proceed with award as detailed herein. If the Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case the Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.3.1 Depending on the amount of the award, it is possible that the Agency may take such contract award to the Agency Board of Commissioners (BOC) for

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approval of the award prior to executing a contract with the apparent successful bidder.

4.4 Restrictions. Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 CONTRACT AWARD.

5.1 Contract Award Procedure. If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.1.1 By completing, executing and submitting a Bid, the "bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:

5.2.1 Contract Form. The Agency will not execute a contract on the Contractor's form—contracts will only be executed on the Agency form. However, the Agency will during the IFB process (*prior to the posted question deadline*) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the Contractor the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

5.2.2 Assignment of Personnel. The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.

5.2.3 Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or

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delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

- 5.3 Contract Period.** The executed contract will be in place for the period of 60 consecutive days from the date of the Notice to Proceed (though some stated provisions will extend through the noted warranty period).
- 5.4 Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the Contractor will be required to provide:
- 5.4.1 Workers Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
- 5.4.2 General Liability Insurance.** An original certificate evidencing General Liability coverage, naming the Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$5,000;
- 5.4.3 Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.4.4 City/County/State Business License.** If applicable, a copy of the bidder's business license allowing that entity to provide such services within the County of Nueces (and/or, if applicable, any city jurisdiction therein in which work will be performed), and/or the State of Texas.
- 5.5 Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 5.6 Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 10 work days of notification by the Agency.

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6. Contractor Experience Form:

- 6.1** Complete the attached Contractor Experience Form and return with your bid submission. Bidders may use their own form, but must use the format provided. Failure to provide this form with your bid, may result in a determination of not being responsible to complete the project as specified.

7. Forms Included by Reference:

- 7.1** The following forms are included and have full force and effect on the procurement action including subsequent contract. Contractors are responsible for viewing the forms and being familiar with the terms and conditions. Where indicated, forms need to be completed and returned with the Bid submission.

General Information Questionnaire

Needs to be completed and returned with Bid submission

IFB 20020- Form of Bid

Needs to be completed and returned with Bid submission

Contractor Experience Form

Needs to be completed and returned with Bid submission

Project Specifications

Construction Drawings: Picked up by appointment

Email: Procurement@hacc.org or call (361) 889-3373

HUD-5370- EZ General Contract Conditions for Small Construction/Development Contracts

AIA Document G702, Application for Payment

AIA Document G703, Continuation Sheet

HUD-51000 Schedule of Amounts of Contract Payments

HUD-51001 Periodic Estimate for Partial Payment

HUD-51002 Schedule of Change Order

HUD-5372 Construction Progress Schedule

HU-92554M Supplementary Conditions to the Construction Contract

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Affidavit of Release of Lien

Certificate and Release

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General Information Questionnaire

1. Name of Firm: _____
Address of Principle Office: _____
Phone: _____ Fax: _____
Form of Business Organization: _____
Responsible Contact Personnel:
Name _____ Cell # _____ E-mail _____
Name _____ Cell # _____ E-mail _____
Name _____ Cell # _____ E-mail _____
2. How many years has your organization been in business in its current capacity?
3. How many years has your organization been in business under its present name?
4. Under what other or former names has your organization operated?
5. Claims and suits (If the answer to any of the questions below is yes, please attach details).
 - 5.1 Has your organization ever failed to complete any work awarded to it?
 - 5.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - 5.3 Has your organization filed any lawsuits or requested arbitration or mediation with regard to construction contracts within the last fifteen years?
6. Within the last fifteen years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

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FORM OF BID



Invitation for Bid (IFB) 20020

To: Corpus Christi Housing Authority & Affiliates
3701 Ayers
Corpus Christi, TX 78415

Gentlemen:

1. The undersigned is familiar with local conditions affecting the cost of the work, and with the Specifications and Drawings, and Contract provisions as prepared by Corpus Christi Housing Authority hereby proposes to furnish all labor, materials, equipment, machinery, permits and services including utility and transportation services required to complete the **Drainage Improvements – Sea Breeze Senior Apartments** all in accordance therewith, for the sum of:

Total Firm Fixed Price:

_____ Dollars

(\$_____)

The Total Base Bid with the project to be completed within **60** consecutive days from the date of the Notice to Proceed for all work indicated in the plans and specifications.

Payment will be based on the percentage of work complete during a one-month period.

A ten percent (10%) retainage will be held on each payment request. A separate payment for the retainage will be required at the completion of the project.

2. In submitting this bid, it is understood that the right is served by the Corpus Christi Housing Authority & Affiliates to reject any and all bids.

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

Company Name

Authorized Representative:

(Print Name)

(Title)

By: _____
(Signature)

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Contractor Experience Form

List all projects, completed or ongoing, within the last 5 years, of similar size, type and complexity to this project where your company was the prime contractor. Projects must be listed in chronological order with most recent at top. Bidder must use the following sample format:

Project Name, Description & Location	Contact Name/Phone Number/Email	Contract Amount	Completion Date or Percent Complete
<i>Drainage Improvements ABC Housing Authority Somewhere, USA</i>	<i>Name Phone Email</i>	<i>\$200,000</i>	<i>January 31, 2018 or 80%</i>

SPECIFICATIONS

Seabreeze Senior Living Apartments Corpus Christi, Texas

Owner: Corpus Christi Housing Authority

Engineer: Hanson Professional Services, Inc.
4501 Gollihar
Corpus Christi, Texas
(361) 814-9900

Craig B. Thompson, P.E.

June 2020



Engineering | Architecture | Planning | Allied Services

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025620	Portland Cement Concrete Pavement
027200	HDPE (High Density Polyethylene)
	ADS DURASLOT PIPE
	NYLOPLAST JOINTS

SECTION 022020
EXCAVATION AND BACKFILL FOR UTILITIES

1. DESCRIPTION

This specification shall govern all work for excavation and backfill for utilities required to complete the project.

2. CONSTRUCTION

- (1) Unless otherwise specified on the drawings or permitted by the Engineer, all pipe and conduit shall be constructed in open cut trenches with vertical sides. Trenches shall be sheathed and braced as necessary throughout the construction period. Sheathing and bracing shall be the responsibility of the Contractor (refer to Section 022022 "Trench Safety for Excavations" of the City Standard Specifications).

Trenches shall have a maximum width of one foot beyond the horizontal projection of the outside surfaces of the pipe and parallel thereto on each side unless otherwise specified.

The Contractor shall not have more than 200 feet of open trench left behind the trenching operation and no more than 500 feet of ditch behind the ditching machine that is not compacted as required by the plans and specifications. No trench or excavation shall remain open after working hours.

For all utility conduit and sewer pipe to be constructed in fill above natural ground, the embankment shall first be constructed to an elevation not less than one foot above the top of the pipe or conduit, after which excavation for the pipe or conduit shall be made.

If quicksand, muck, or similar unstable material is encountered during the excavation, the following procedure shall be used unless other methods are called for on the drawings. If the unstable condition is a result of ground water, the Contractor, prior to additional excavation, shall control it. After stable conditions have been achieved, unstable soil shall be removed or stabilized to a depth of 2 feet below the bottom of pipe for pipes 2 feet or more in height; and to a depth equal to the height of pipe, 6 inches minimum, for pipes less than 2 feet in height. Such excavation shall be carried at least one foot beyond the horizontal limits of the structure on all sides. All unstable soil so removed shall be replaced with suitable stable material, placed in uniform layers of suitable depth as directed by the Engineer, and each layer shall be wetted, if necessary, and compacted by mechanical tamping as required to provide a stable condition. For unstable trench conditions requiring outside forms, seals, sheathing and bracing, any additional excavation and backfill required shall be done at the Contractor's expense.

- (2) Shaping of Trench Bottom. The trench bottom shall be undercut a minimum depth sufficient to accommodate the class of bedding indicated on the plans and specifications.

- (3) Dewatering Trench. Pipe or conduit shall not be constructed or laid in a trench in the presence of water. All water shall be removed from the trench sufficiently prior to the pipe or conduit planing operation to insure a relatively dry (no standing water), firm bed. The trench shall be maintained in such dewatered condition until the trench has been backfilled to a height at least one foot above the top of pipe. Removal of water may be accomplished by bailing, pumping, or by installation of well-points, as conditions warrant. Removal of well-points shall be at rate of 1/3 per 24 hours (every third well-point). The Contractor shall prevent groundwater from trench or excavation dewatering operations from discharging directly into the storm water system. Groundwater from dewatering operations shall be sampled and tested, if applicable, and disposed of, in accordance with City Standard Specification Section 022021 "Control of Ground Water".
- (4) Excavation in Streets. Excavation in streets, together with the maintenance of traffic where specified, and the restoration of the pavement riding surface, shall be in accordance with drawing detail or as required by other applicable specifications.
- (5) Removing Abandoned Structures. When abandoned masonry structures or foundations are encountered in the excavation, such obstructions shall be removed for the full width of the trench and to a depth one foot below the bottom of the trench. When abandoned inlets or manholes are encountered and no plan provision is made for adjustment or connection to the new utility, such manholes and inlets shall be removed completely to a depth one foot below the bottom of the trench. In each instance, the bottom to the trench shall be restored to grade by backfilling and compacting by the methods provided hereinafter for backfill. Where the trench cuts through utility lines which are known to be abandoned, these lines shall be cut flush with the sides of the trench and blocked with a concrete plug in a manner satisfactory to the Engineer.
- (6) Protection of Utilities. The Contractor shall conduct his work such that a reasonable minimum of disturbance to existing utilities will result. Particular care shall be exercised to avoid the cutting or breakage of water and gas lines. Such lines, if broken, shall be restored promptly by the Contractor. When active wastewater lines are cut in the trenching operations, temporary flumes shall be provided across the trench while open, and the lines shall be restored when the backfilling has progressed to the original bedding line of the sewer so cut.

The Contractor shall inform utility owners sufficiently in advance of the Contractor's operations to enable such utility owners to reroute, provide temporary detours, or to make other adjustments to utility lines in order that the Contractor may proceed with his work with a minimum of delay. The Contractor shall not hold the City liable for any expense due to delay or additional work because of utility adjustments or conflicts.

- (7) Excess Excavated Material. All materials from excavation not required for backfilling the trench shall be removed by the Contractor from the job site promptly following the completion of work involved.

(8) Backfill

A. Backfill Procedure Around Pipe (Initial Backfill)

All trenches and excavation shall be backfilled as soon as is practical after the pipes or conduits are properly laid. In addition to the specified pipe bedding material, the backfill around the pipe as applicable shall be granular material as shown on the standard details or as described in the applicable specification section, and shall be free of large hard lumps or other debris. If indicated on the plans, pipe shall be encased with cement-stabilized sand backfill as described below. The backfill shall be deposited in the trench simultaneously on both sides of the pipe for the full width of the trench, in layers not to exceed ten (10) inches (loose measurement), wetted if required to obtain proper compaction, and thoroughly compacted by use of mechanical tampers to a density comparable to the adjacent undisturbed soil or as otherwise specified on the plans, but not less than 95% Standard Proctor density. A thoroughly compacted material shall be in place between the external wall of the pipe and the undisturbed sides of the trench and to a level twelve (12) inches above the top of the pipe.

B. Backfill Over One Foot Above Pipe (Final Backfill)

UNPAVED AREAS: The backfill for that portion of trench over one (1) foot above the pipe or conduit not located under pavements (including waterlines, gravity wastewater lines, wastewater force mains and reinforced concrete storm water pipe) shall be imported select material or clean, excess material from the excavation meeting the following requirements:

- Free of hard lumps, rock fragments, or other debris,
- No clay lumps greater than 2" diameter
- Moisture Content: +/-3%

Backfill material shall be placed in layers not more than ten (10) inches in depth (loose measurement), wetted if required to obtain proper compaction, and thoroughly compacted by use of mechanical tampers to the natural bank density but not less than 95% Standard Proctor density, unless otherwise indicated. Flooding of backfill is not allowed. Jetting of backfill may only be allowed in sandy soils and in soils otherwise approved by the Engineer. Regardless of backfill method, no lift shall exceed 10 inches and density shall not be less than 95% Standard Proctor density. A period of not less than twenty-four (24) hours shall elapse between the time of jetting and the placing of the top four (4) feet of backfill. If jetting is used, the top four (4) feet of backfill shall be placed in layers not more than 10 inches in depth (loose measurement), wetted if required to obtain proper compaction, and thoroughly compacted by use of mechanical tampers to the natural bank density but not less than 95% Standard Proctor density (ASTM D698).

PAVED AREAS: At utility line crossings under pavements (including waterlines, gravity wastewater lines, wastewater force mains, and reinforced concrete storm water pipe), and where otherwise indicated on the drawings, trenches shall be backfilled as shown below:

From top of initial backfill (typically twelve (12) inches above top of the pipe) to three (3) feet below bottom of road base course, backfill shall be select material meeting the requirements of 022100 "Select Material".

Asphalt Roadways

The upper three (3) feet of trench below the road base course shall be backfilled to the bottom of the road base course with cement-stabilized sand containing a minimum of 2 sacks of Standard Type I Portland cement per cubic yard of sand and compacted to not less than 95% Standard Proctor density.

Concrete Roadways

The Contractor may elect to backfill the upper three (3) feet of trench below the road base course with cement stabilized sand as noted above, or in the case of storm water pipe or box installation the Contractor may backfill and compact select material to 98% Standard Proctor density (ASTM D698) following City Standard Specification Section 022100.

3. MEASUREMENT AND PAYMENT

Unless otherwise specified on the Bid Form, excavation and backfill for utilities, including select material or cement-stabilized sand backfill, shall not be measured and paid for separately. It shall be considered subsidiary to the items for which the excavation and backfill is required.

SECTION 022022
TRENCH SAFETY FOR EXCAVATIONS

1. DESCRIPTION

This specification shall govern all work for providing for worker safety in excavations and trenching operations required to complete the project.

2. REQUIREMENTS

Worker Safety in excavations and trenches shall be provided by the Contractor in accordance with Occupational Safety and Health Administration (OSHA) Standards, 29 CFR Part 1926 Subpart P - Excavations.

It is the sole responsibility of the Contractor, and not the City or Engineer or Consultant, to determine and monitor the specific applicability of a safety system to the field conditions to be encountered on the job site during the project.

The Contractor shall indemnify and hold harmless the City and Engineer and Consultant from all damages and costs that may result from failure of methods or equipment used by the Contractor to provide for worker safety.

Trenches, as used herein, shall apply to any excavation into which structures, utilities, or sewers are placed regardless of depth.

Trench Safety Plan, as used herein, shall apply to all methods and materials used to provide for worker safety in excavation and trenching operations required during the project.

3. MEASUREMENT AND PAYMENT

Measurement of Trench Safety shall be by the linear foot of trench, regardless of depth. Measurement shall be taken along the centerline of the trench.

Measurement for Excavation Safety for Utility Structures shall be per each excavation. Excavations include, but are not limited to, those for manholes, vaults, pits and other such structures that are incidental to utility work.

Measurement for Excavation Safety for Special Structures shall be per each excavation or by the lump sum for each special structure identified in the Proposal.

Payment shall be at the unit price bid and shall fully compensate the Contractor for all work, equipment, materials, personnel, and incidentals as required to provide for worker safety in trenches and excavations for the project.

Revision current for Texas Code Chapter 756 Subchapter C. Trench Safety.

SECTION 022100
SELECT MATERIAL

1. DESCRIPTION

This specification shall govern the use of Select Material to be used to treat designated sections of roadways, embankments, trenches, etc. Select material shall be non-expansive sandy clay (CL) or clayey sand (SC), in accordance with the Unified Soil Classification System (ASTM D2487). Select Material shall meet the following requirements:

Free of vegetation, hard lumps, rock fragments, or other debris
No clay lumps greater than 2" diameter
Liquid Limit (L.L.): < 35
Plasticity Index (P.I.) Range: 8 to 20
Moisture Content: as specified in the drawings

2. CONSTRUCTION METHODS

Select material shall be mixed uniformly and placed in layers as indicated, not to exceed 10 inches loose depth (or 12 inches maximum for sanitary sewer trench backfill per City Standard Details for Sanitary Sewers). Unless otherwise specified, the material shall be compacted to a minimum of 95% Standard Proctor density. Each layer shall be complete before the succeeding layer is placed.

The finished surface of the select material shall conform to the grade and section shown on the drawings.

3. MEASUREMENT AND PAYMENT

Unless otherwise specified on the Bid Form, select material shall not be measured for pay, but shall be subsidiary to the appropriate bid item.

SECTION 025205
PAVEMENT REPAIR, CURB, GUTTER, SIDEWALK AND DRIVEWAY REPLACEMENT

1. DESCRIPTION

This specification shall govern the removal and replacing of all types of pavements and surfacing required to complete the project.

2. MATERIALS

Unless otherwise specified on the drawings, materials and proportions used along with this specification shall conform to the respective following specifications:

City Standard Specifications

Section 022020 "Excavation and Backfill for Utilities"

Section 022100 "Select Material"

Section 025223 "Crushed Limestone Flexible Base"

Section 025424 "Hot Mix Asphaltic Concrete Pavement"

Section 025610 "Concrete Curb and Gutter"

Section 025612 "Concrete Sidewalks and Driveways"

Section 025620 "Portland Cement Concrete Pavement"

Section 030020 "Portland Cement Concrete", Class "A" Concrete

Section 032020 "Reinforcing Steel"

Section 038000 "Concrete Structures".

3. METHOD OF CUTTING

The outline of the trench shall be marked upon the surface of the pavement to be cut, and all cuts into the pavement shall be saw-cut as nearly vertical as it is possible to make them. All unwanted materials removed shall be disposed of by the Contractor and shall not be used as backfill material.

4. BACKFILL OF TRENCH

Excavation and backfilling of trench shall be in accordance with City Standard Specification Section 022020 "Excavation and Backfill for Utilities."

5. REPLACING STREET AND OTHER PAVEMENT

All pavements, driveways, sidewalks, and curbs and gutters which are cut shall be replaced in a workmanlike manner, with like or better materials or per pavement repair details to be provided on the drawings.

Pavement cuts in a street for any utility requires a permit from the Director of Development Services in accordance with City Ordinance 030040, Article III Cuts and Excavations (12-17-2013). The installation of a utility that crosses the ROW at a perpendicular or near perpendicular angle and has an OD of 6" or less will not be permitted to be installed by cutting the road section. Street excavation/cut for a utility in an asphalt roadway shall include a full lane overlay or pavement repair for parallel cuts, or a 12' wide pavement repair for perpendicular cuts. Street excavation/cut for a utility in a concrete roadway shall include full panel replacement. The drawings and/or permit application should include a site specific pavement cut and restoration plan that indicates the general nature of the pavement and roadway (for examples, concrete arterial, asphalt residential) to be cut and restored, the existing pavement section (if known), the location and approximate area of the excavation/pavement repair, including the approximate length and width of the pavement repair in relation to the roadway travel lane(s).

6. REPLACING DRIVEWAY PAVEMENT

On all concrete driveway pavements, the replacement shall consist of a reinforced Class "A" concrete slab with a minimum thickness of six (6) inches. The type of finish for the replaced section shall be the same as that appearing on the old pavement. Reinforcement shall be #4 bars at 12 inches each way with additional diagonal bars as indicated on the drawings. Any other type shall be replaced with like or better replacement. Replacement shall, in general, be to original joint or score mark.

7. REPLACING SIDEWALKS

On all sidewalk pavements, the replacement shall consist of a reinforced Class "A" concrete slab four (4) inches thick. The type of finish for the replaced section shall be the same as that appearing on the old sidewalk. Replacement shall, in general, be to original joint or score marks. Reinforcement shall be 4" x 4" - W2.9 x W2.9 welded wire fabric located at mid-depth in the slab.

8. REPLACING CURB AND GUTTER

On all curb and gutter, the replacement shall consist of a section conforming in all details to the original section or to City of Corpus Christi Standard curb and gutter section, if required by the Engineer. Cuts through the curb shall be replaced with Class "A" concrete. Preserve the original steel reinforcing and reinforce all new curbs with three #4 bars. Adjust grades for positive drainage. Replacement shall, in general, be to original joint or score mark. For jointed concrete roadways, the joints in curb or in curb and gutter should match the concrete roadway joints.

9. REPAIRING STREET SHOULDERS AND UNIMPROVED STREETS

On streets or roads without curb and gutter where a shoulder is disturbed, it shall be restored to like or better condition. The shoulder surface shall be rolled to an acceptably stable condition. The requirements of City Ordinance 030040 as stated above apply also to unimproved streets unless a specific variance is granted by the Director of Development Services.

10. MEASUREMENT AND PAYMENT

Unless otherwise specified on the Bid Form, pavement repair shall be measured by the square yard of the type of repair specified; curb and gutter replacement shall be measured by the linear foot; and sidewalk and driveway replacement shall each be measured by the square foot. Payment will be made at the unit price bid for the completed work and shall be full compensation for all labor, materials, equipment, tools, and incidentals required to complete the work. No separate measurement or payment will be made for subgrade compaction, sand leveling course, geogrid, ordinary backfill, cement-stabilized sand backfill, flexible base, prime coat, hot-mix asphaltic concrete, etc.

SECTION 025612
CONCRETE SIDEWALKS AND DRIVEWAYS

1. DESCRIPTION

This specification shall consist of sidewalks and driveways, with or without reinforcing steel, composed of Portland cement concrete, constructed as herein specified on an approved subgrade, in conformity with the lines and grades established by the Engineer and the details shown on the drawings.

2. MATERIALS

Materials and proportions used in construction under this item shall conform to the requirements as specified for Class "A" concrete under City Standard Specification Section 030020 "Portland Cement Concrete". Reinforcing steel shall conform to the requirements as specified in City Standard Specification Section 032020 "Reinforcing Steel". Expansion joint filler shall be redwood meeting the requirements specified in City Standard Specification Section 038000 "Concrete Structures". Cap seal shall be "Greenstreak" or approved equal.

3. CONSTRUCTION METHODS

The subgrade shall be excavated, compacted and shaped to line, grade and cross-section and hand tamped and sprinkled with water. Subgrade under concrete sidewalks and driveways shall be compacted to not less than 95% Standard Proctor density. The subgrade shall be within 0-3% of optimum moisture content at the time the concrete is placed.

Forms shall be of wood or metal, of a section satisfactory to the Engineer, straight, free from warp, and of a depth equal to the thickness of the finished work. They shall be securely staked to line and grade and maintained in a true position during the depositing of concrete.

The reinforcing steel shall be placed in position as shown on the drawings. Care shall be exercised to keep all reinforcing steel in its proper location.

Driveways shall incorporate the gutter in a unified concrete placement as shown in the City Standard Detail for driveways.

Sidewalks shall be constructed in sections of the lengths shown on drawings. Unless otherwise provided by the drawings, no section shall be of a length less than 8 feet, and any section less than 8 feet shall be removed by the Contractor at his own expense.

The different sections shall be separated by a premolded insert or board joint of the thickness shown on the drawings, placed vertically and at right angles to the longitudinal axis of the sidewalks. Where the sidewalk or driveways abut a curb or retaining wall, approved expansion joint material shall be placed along their entire length. Similar expansion joint material shall be placed around all obstructions protruding through sidewalks or driveways.

Concrete shall be mixed in a manner satisfactory to the Engineer, placed in the forms to the depth specified and spaded and tamped until thoroughly compacted and mortar entirely covers the surface. The top surface shall be floated with a wooden float to a gritty texture. The outer edges and joints shall then be rounded with approved tools to the radii shown on drawings.

5-foot wide sidewalks shall be marked into separate sections, each 5 feet in length, by the use of approved jointing tools. For other widths of sidewalk, joints to be spaced longitudinally to match the transverse width.

When completed, the sidewalks and driveways shall be cured with Type 2, white pigmented curing compound. Other methods of curing as outlined in City Standard Specification Section 038000 "Concrete Structures" will be acceptable with a required curing period of 72 hours.

4. MEASUREMENT AND PAYMENT

Unless otherwise specified on the Bid Form, concrete sidewalks and driveways shall be measured by the square foot of surface area of completed sidewalks, driveways, or sidewalks and driveways, as indicated on the drawings.

Payment shall be full compensation for preparing and compacting the subgrade; for furnishing and placing all materials including concrete, reinforcing steel and expansion joint material; and for all manipulation, labor, tools, equipment and incidentals necessary to complete the work.

SECTION 025620
PORTLAND CEMENT CONCRETE PAVEMENT

1. DESCRIPTION

This specification shall govern for the construction of Portland cement concrete pavement on a prepared subgrade or base course, in accordance with the typical sections shown on the drawings.

The concrete shall be composed of Portland cement, aggregates (fine and coarse), admixtures if desired or required, and water, proportioned and mixed as hereinafter provided.

All subsurface utilities must be inspected, tested, and accepted prior to any paving.

2. MATERIALS

(1) Cement

The cement shall be either Type I, Type II or Type III Portland cement conforming to ASTM Designation: C150, modified as follows:

Unless otherwise specified by the Engineer, the specific surface area of Type I and II cements shall not exceed 2000 square centimeters per gram (Wagner Turbidimeter – TxDOT Test Method Tex-310-D). The Contractor shall furnish the Engineer with a statement as to the specific surface area of the cement, expressed in square centimeters per gram, for each shipment.

For concrete pavements, strength requirements shall be demonstrated using flexural (beam) or compressive (cylinder) tests as required in the drawings.

Either Type I or II cement shall be used unless Type II is specified on the plans. Except when Type II is specified on the plans, Type III cement may be used when the anticipated air temperature for the succeeding 12 hours will not exceed 60°F. Type III cement shall be used when high early strength concrete pavement is specified on the drawings.

Different types of cement may be used in the same project, but all cement used in any one monolithic placement of concrete pavement shall be of the same type and brand. Only one brand of each type of cement will be permitted in any one project unless otherwise authorized by the Engineer.

Cement may be delivered in bulk where adequate bin storage is provided. All other cement shall be delivered in bags marked plainly with the name of the manufacturer and the type of cement. Similar information shall be provided in the bills of lading accompanying each shipment of packaged or bulk cement. Bags shall contain 94 pounds net. All bags shall be in good condition at time of delivery.

All cement shall be properly protected against dampness. No caked cement will be accepted.

Cement remaining in storage for a prolonged period of time may be retested and rejected if it fails to conform to any of the requirements of these specifications.

(2) Mixing Water

Water for use in concrete and for curing shall be in accordance with City Standard Specification Section 030020 "Portland Cement Concrete".

(3) Coarse Aggregate

Coarse aggregate for use in concrete mixture shall be in accordance with City Standard Specification Section 030020 "Portland Cement Concrete", Grade No. 2.

(4) Fine Aggregate

Fine aggregate for use in concrete mixture shall be in accordance with City Standard Specification Section 030020 "Portland Cement Concrete", Grade No. 1.

(5) Mineral Filler

Mineral filler shall consist of stone dust, clean crushed sand, or other approved inert material.

(6) Mortar (Grout)

Mortar for repair of concrete pavements shall consist of 1 part cement, 2 parts finely graded sand, and enough water to make the mixture plastic. When required to prevent color difference, white cement shall be added to produce the color required. When required by the Engineer, latex adhesive shall be added to the mortar.

(7) Admixtures

Calcium chloride will not be permitted. Unless otherwise noted, air-entraining, retarding and water-reducing admixtures may be used in all concrete and shall conform to the requirements of City Standard Specification Section 030020 "Portland Cement Concrete".

(8) Reinforcing Steel

Unless otherwise designated on the plans, all steel reinforcement shall be deformed bars, and shall conform to ASTM Designation: A615, Grade 60, and shall be open hearth, basic oxygen or electric furnace new billet steel in accordance with City Standard Specification Section 032020 "Reinforcing Steel".

Dowels shall be plain billet steel smooth bars conforming to ASTM Designation: A615, Grade 60, and shall have hot-dip galvanized finish.

3. STORAGE OF MATERIALS

All cement and aggregate shall be stored and handled in accordance with City Standard Specification Section 030020 "Portland Cement Concrete".

4. MEASUREMENT OF MATERIALS

Measurement of the materials, except water, used in batches of concrete, shall be in accordance with City Standard Specification Section 030020 "Portland Cement Concrete".

5. CLASSIFICATION AND MIX DESIGN

It shall be the responsibility of the Contractor to furnish the mix design to comply with the requirements herein and in accordance with THD Bulletin C-11. The Contractor shall perform, at his own expense, the work required to substantiate the design, except the testing of strength specimens, which will be done by the Engineer. Complete concrete design data shall be submitted to the Engineer for approval.

It shall also be the responsibility of the Contractor to determine and measure the batch quantity of each ingredient, including all water, so that the mix conforms to these specifications and any other requirements shown on the plans.

In lieu of the above mix design responsibility, the Contractor may accept a design furnished by the Engineer; however, this will not relieve the Contractor of providing concrete meeting the requirements of these specifications.

Trial batches will be made and tested using all of the proposed ingredients prior to placing the concrete, and when the aggregate and/or brand of cement or admixture is changed. Trial batches shall be made in the mixer to be used on the job. When transit mix concrete is to be used, the trial designs will be made in a transit mixer representative of the mixers to be used. Batch size shall not be less than 50 percent of the rated mixing capacity of the truck.

Mix designs from previous or concurrent jobs may be used without trial batches if it is shown that no substantial change in any of the proposed ingredients has been made.

This specification section incorporates the requirements of City Standard Specification Section 030020 "Portland Cement Concrete".

6. CONSISTENCY

In cases where the consistency requirements cannot be satisfied without exceeding the maximum allowable amount of water, the Contractor may use, or the Engineer may require, an approved water-reducing or retarding agent, or the Contractor shall furnish additional aggregates or aggregates with different characteristics, which will produce the required results. Additional cement may be required or permitted as a temporary measure until aggregates are changed and designs checked with the different aggregates or admixture.

The consistency of the concrete as placed should allow the completion of all finishing operations without the addition of water to the surface. When field conditions are such that additional moisture is needed for the final concrete surface finishing operation, the required water shall be applied to the surface by fog spray only, and shall be held to a minimum. The concrete shall be

workable, cohesive, possess satisfactory finishing qualities, and of the stiffest consistency that can be placed and vibrated into a homogenous mass. Excessive bleeding shall be avoided. Slump requirements shall be as specified in Table 1.

TABLE 1
Slump Requirements

<u>Construction Method</u>	<u>Desired Slump</u>	<u>Minimum Slump</u>	<u>Maximum Slump</u>
Concrete Pavement (slipformed)	1.5 inches	1 inch	3 inches
Concrete Pavement (formed)	4 inches	2.5 inches	6.5 inches

NOTE: No concrete will be permitted with slump in excess of the maximum shown.

7. QUALITY OF CONCRETE

The concrete shall be uniform and workable. The cement content, maximum allowable water-cement ratio, desired slump, minimum slump, maximum slump, and the strength requirements of the class of concrete for concrete pavement shall conform to the requirements of Table 1 and Table 2 and as required herein.

During the process of the work, the Engineer will cast test beams or cylinders as a check on the flexural or compressive strength of the concrete actually placed. Testing shall be in accordance with City Standard Specification Section 030020 "Portland Cement Concrete". If the required flexural or compressive strength is not secured with the cement specified in Table 2, changes in the batch design will be made. The concrete shall meet either the minimum flexural (beam) strength (7-day or 28-day) or minimum compressive strength (7-day or 28-day) shown in Table 2.

TABLE 2
Class of Concrete for Concrete Pavement

<u>Class of Concrete</u>	<u>Minimum Flexural (Beam) Strength</u>	<u>Minimum Compressive Strength</u>	<u>Maximum Water-Cement Ratio</u>	<u>Coarse Aggregate</u>
P*	450 psi (7 days) 570 psi (28 days)	3200 psi (7 days) 4000 psi (28 days)	5.6 gal./sack 0.50	No. 2 (1½")

* 5% entrained air

8. MIXING CONDITIONS

The concrete shall be mixed in quantities required for immediate use. Any concrete which is not in place within the limits outlined in City Standard Specification Section 038000 "Concrete Structures", Article "Placing Concrete-General", shall not be used. Re-tamping of concrete will not be permitted.

Mixing conditions shall conform to the requirements of City Standard Specification Section 030020 "Portland Cement Concrete".

9. MIXING AND MIXING EQUIPMENT

Mixing and mixing equipment shall conform to the requirements of City Standard Specification Section 030020 "Portland Cement Concrete".

10. READY-MIX PLANTS

The requirements for ready-mix plants shall be as specified in City Standard Specification Section 030020 "Portland Cement Concrete".

11. PLACING, CURING AND FINISHING

All subsurface utilities must be inspected, tested, and accepted prior to any paving.

Subgrade preparation shall be as specified on the plans. The placing of concrete, including construction of forms and falsework, curing and finishing shall be in accordance with City Standard Specification Section 038000 "Concrete Structures". For membrane curing, curing material shall conform to Type 2, Class A curing compound, or as otherwise shown on the drawings.

12. JOINTS IN CONCRETE PAVEMENT

The placing of joints in concrete pavement shall be in accordance with City Standard Specification Section 038000 "Concrete Structures" and as detailed on the drawings.

13. MEASUREMENT AND PAYMENT

Unless otherwise specified on the Bid Form, the quantities of concrete for concrete pavement(s), which will constitute the completed and accepted pavement(s) in-place, will be measured by the square yard or square foot for the indicated thickness and type of cement.

Payment shall be full compensation for furnishing, hauling, mixing, placing, curing and finishing all concrete; all grouting and pointing; furnishing and placing reinforcing steel and steel dowels as shown on the plans; furnishing and placing drains; furnishing and placing metal flashing strips; furnishing and placing expansion joint material, joint filler and sealants, and contraction (control) joints required by this specification or shown on the plans; and for all forms and falsework, labor, tools, equipment and incidentals necessary to complete the work.

Any paving placed prior to inspection, testing, and acceptance of underground utilities may be rejected by the City and will be replaced at the Contractor's expense after correcting any subsurface utility defects.

2. PRODUCTS

2.1 MATERIALS

A. Bypass Pumps

- a. Pumps shall be fully automatic self-priming pumps that do not require the use of foot-valves or vacuum pumps in the priming system. The pumps may be electric or diesel powered. Pre-approved manufacturers are Godwin or Rain-for-Rent. Approved equals may be considered by the Engineer if they meet all requirements in this specification but Contractor shall provide submittal package for Engineer's review and approval prior to installation. Pumps shall be equipped with critically silenced, sound attenuated enclosures with a maximum 65 dB (10-feet from pump), a diesel day tank with a minimum 24-hour runtime without refuel, and automatic start/stop controls for each pump.
- b. Pumping capacity of the bypass pump shall be capable of handling the flow conditions at all times and shall provide a minimum of 1.5 times the existing capacity of whatever line or lift station is being bypassed.
- c. The Contractor shall have adequate standby equipment available and ready for immediate operation and use in the event of an emergency or breakdown. In critical installations, as determined by the Engineer, one standby pump for each size pump utilized shall be installed at the mainline flow bypassing locations, ready for use in the event of primary pump failure.

B. Suction and Discharge Piping: Determined according to pump size, flow calculations, system operating conditions, manhole depth, and length of suction piping in accordance with the pump manufacturers specifications and recommendations. In order to prevent the accidental spillage of flows, all discharge systems shall be temporarily constructed of heavy-duty pipe with positive restrained joints.

a. High Density Polyethylene (HDPE)

- i. Homogeneous throughout, free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults. Defective areas shall be cut out and butt-fusion welded as per manufacturer's recommendations.
- ii. Assembled and joined at site using couplings, flanges, or butt-fusion method to provide leak proof joint, as per manufacturer's recommendations and ASTM D-2657.
- iii. Fusing must be performed by personnel certified as fusion technicians by manufacturer of HDPE pipe and/or fusing equipment. Fused joints shall be watertight and have tensile strength equal to that of pipe.
- iv. HDPE is required to be used in or adjacent to environmentally sensitive areas.

b. Polyethylene Plastic Pipe (PE)

- i. High density solid wall and following ASTM F714 Polyethylene (PE) Plastic Pipe (SDR-DR) based on outside diameter, ASTM D1248 and ASTM D3550
- ii. Homogeneous throughout, free of visible cracks, discoloration, pitting, varying wall thickness, holes, foreign material, blisters, or other deleterious faults.

c. Quick-Disconnect Steel Galvanized Pipe and Heavy-Duty Flexible Hoses

ADS DURASLOT® PIPE SPECIFICATION

Scope

This specification describes 4- through 36-inch (100 to 900 mm) ADS DURASLOT pipe for use in surface drain applications.

Pipe Requirements

DURASLOT pipe, as manufactured and distributed by ADS, Inc., shall have a smooth interior and annular exterior corrugations with an aluminum slot grate frame mounted longitudinally along the length of the pipe to accept the grate while maintaining the original pipe diameter.

- 4- through 10-inch (100 to 250mm) pipe shall meet AASHTO M252, Type S.
- 12- through 36-inch (300 to 900 mm) pipe shall meet AASHTO M294, Type S or ASTM F2306.
- Manning's "n" value for use in design shall be 0.012.

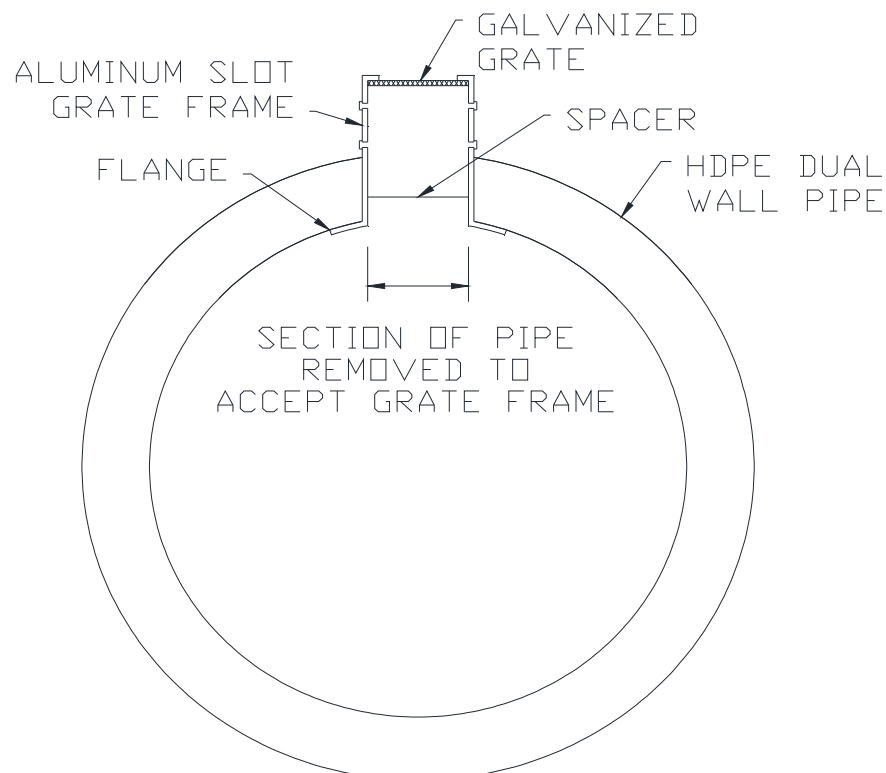
The aluminum slot grate frame shall be manufactured from 0.063" tempered commercial aluminum meeting the requirements of ASTM B209, consisting of two parallel plates separated by spacers spanning the slot on 6" centers. The grate shall be ½" - #13 galvanized steel. The grate shall have a diamond-shaped opening and be ADA compliant. The flange at the bottom of the aluminum slot grate frame shall be riveted to the pipe with a minimum of two rivets per linear foot.

Fittings

DURASLOT fittings shall be modified from fittings which conform to AASHTO M252, AASHTO M294, or ASTM F2306.

Installation

Installation shall be in accordance with ADS recommended installation instructions. Contact your local ADS representative or visit www.ads-pipe.com for a copy of the latest installation guidelines.

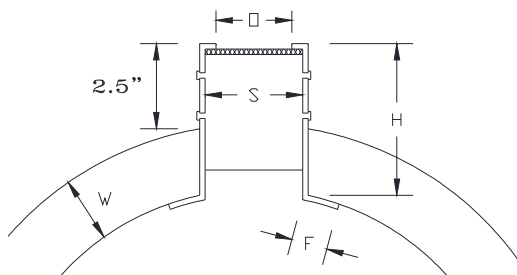
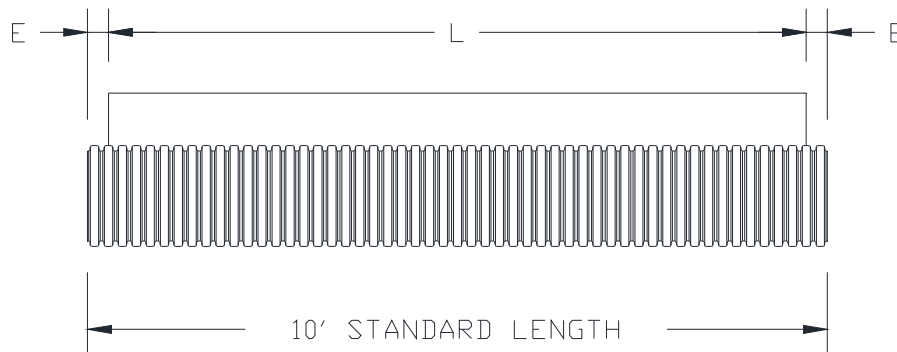


ADS DURASLOT® STANDARD DIMENSIONS

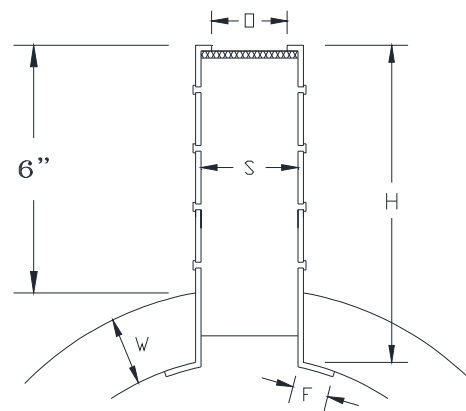
	Nominal Pipe Diameter									
	4"	6"	8"	10"	12"	15"	18"	24"	30"	36"
L (Drain Grate Length)	118"					116"				
E (Pipe End Length)	1"					2"				
H (2.5" slot)	2.75"	3"	3"	3"	3.5"	3.75"	4"	4.75"	5"	5.25"
H (6.0" slot)	6.25"	6.5"	6.5"	6.5"	7"	7"	7"	7.25"	8.25"	8.25"
W (Pipe Width w/ Corrugation)	0.34"	0.46"	0.61"	0.73"	1.15"	1.30"	1.57"	1.86"	2.55"	2.85"
F (Flange Length)	0.5"	0.75"	0.75"	0.75"	0.75"	0.75"	0.75"	1.0"	1.0"	1.0"
O (Opening Width)	1.25"	1.75"	1.75"	1.75"	1.75"	1.75"	1.75"	1.75"	1.75"	1.75"
S (Slot Width)	1.75"	2.25"	2.25"	2.25"	2.25"	2.25"	2.25"	2.25"	2.25"	2.25"

Note:

1. Variable and custom slot heights upon request. Production of variable and custom slots will require approval by engineering services and fabrication. Signed shop drawings also required from interested party.
2. Other grate material options upon request. Contact local ADS representative for availability of grate material option.



4" – 10"



12" – 36"

DRAIN BASIN INSTALLATION GUIDE

Nyloplast drain basins are custom built for each application. Our PVC products are more durable and corrosion-resistant than concrete or brick and mortar basins. With a faster installation, lower installed cost, and great field and project support teams, Nyloplast is the clear choice for your drainage needs.

FIELD ADJUSTMENTS:

- Nyloplast Basins are lighter weight than traditional precast and are safer to handle and install. They also require a much smaller footprint to store the materials on construction sites.
- Excavation around the structure is the same as the pipe trench width because Nyloplast Basins will allow for size on size pipe to structure connections unlike precast.
- Since it is very common for the actual elevation of the job site to deviate from the plans used to make a drain basin takeoff, Nyloplast drain basins are designed for easy adjustment in the field. In the event the elevation is less than expected, the drain basin can be cut down to size. If the elevation is greater than anticipated, we offer riser sections of up to 6' (1.8 m) in 1' (.3 m) increments, which can be used to extend a drain basin.

Part Number	Product Description
2908AG__	8" (200 mm) Riser Section
2910AG__	10" (250 mm) Riser Section
2912AG__	12" (300 mm) Riser Section
2915AG__	15" (375 mm) Riser Section
2918AG__	18" (450 mm) Riser Section
2924AG__	24" (600 mm) Riser Section
2930AG__	30" (750 mm) Riser Section

Note: Blanks are the riser's height, choose from 01-07 (one foot- two feet).

- Connecting pipes to Nyloplast structures in the field is made easy with "Add-A-Branch™" and INSERTA TEE® taps. Nyloplast will provide water tight connections to numerous types and diameters (4"-24" (100-600 mm)) of pipe in the field if angles or elevation changes occur.
- Installation of Nyloplast requires no additional grout work or curing time and install 3-4 times faster than traditional brick and mortar or precast structures.



Step-by-Step Process



STEP 1: Excavate Drain Basin location to depth. Provide a stone base. (Width of excavation can be the same width as pipe trench)



STEP 2: Set Drain Basin in place and level.



STEP 3: Install provided F-477 gasket for HDPE/PP corrugated pipe into last corrugation of the pipe. Lube the gasketed pipe and the inside of the drain basin bell.



STEP 4: Backfill the back side of structures and push the pipe home to the seat position. Re-check Drain Basin depth, level and position.



STEP 5: Backfill uniformly around structures with class I, II, or III material and compact in lifts according to ASTM D2321.

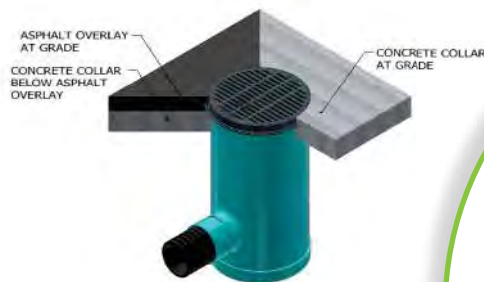


STEP 6: The drain basin body can be cut at the time of the final grade or raised with riser. No brick, stone or concrete block will be required to set the grate to the final grade height.



NOTE: For H-20 or heavier load rated installations, set elevation of frame and grate. Then pour a concrete collar around and knife flowable fill under edges to support the frame.

Ask a local representative for a complete listing of specifications, details and pricing. Visit www.nyloplast-us.com or call 866-888-8479 for project support.



Try the Online Drain Basin Configurator at www.basinconfigurator.com. Create a custom drain basin in minutes and get the documentation needed to specify parts and get pricing.

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 \$ 1,000,000 [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1,000,000 [Contracting Officer insert amount] per occurrence.

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

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

7. Contract Modifications

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

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

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

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

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

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

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

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, 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. 1701n (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.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

PROJECT:

FROM CONTRACTOR:

VIA ARCHITECT:

APPLICATION NO:

Distribution to:

PERIOD TO:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR:

By:

Date:

State of:

County of:

Subscribed and sworn to before me this

day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

1. ORIGINAL CONTRACT SUM	\$
2. Net change by Change Orders	\$
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$
5. RETAINAGE:	
a. % of Completed Work (Column D + E on G703)	\$
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$
8. CURRENT PAYMENT DUE	\$
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

A14 DOCUMENT G703

PAGE OF PAGES

APPLICATION NO:
APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

[illegible]

2

Schedule of Amounts for Contract Payments

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

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

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

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

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

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

Name, Address, and Zip Code of Contractor

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

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

Approved for Owner by	100	Date (mm/dd/yyyy)
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Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

Total Amount of Contract or Carried Forward

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

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

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.

a. **Heading.** Enter all identifying information required for both forms.

b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.

(1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.

(2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.

c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.

d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft., yd., "tons," "lb., "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.

e. **Column 5.** Enter the unit price, in place, of each sub-item of work.

f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.

g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.

h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.

2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

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

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

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

Periodic Estimate for Partial Payment

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

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

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

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

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

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

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

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

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

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

Instructions

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

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

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

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

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

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

Certification of the Contractor or Duly Authorized Representative

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

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

1. Original Contract Amount

\$ _____

Approved Change Orders:

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

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

(net) \$ _____

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

\$ _____

Computation of Balance Due this Payment

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

\$ _____

Completed Under Approved Change Orders

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

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

(net) \$ _____

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

\$ _____

9. Less: Retainage, _____ % \$ _____

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

\$ _____

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

\$ _____

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

\$ _____

Value of Materials Properly Stored

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

14. Less: Allowed last period \$ _____

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

16. Balance Due This Payment

\$ _____

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

Name of Contractor

Signature of Authorized Representative

Title

Date (mm/dd/yyyy)

Certificate of Authorized Project Representative and of Contracting Officer

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

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

Authorized Project Representative

Date (mm/dd/yyyy)

Contracting Officer

Date (mm/dd/yyyy)

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

Schedule of Change Orders

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

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

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

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

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

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

[illegible]

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

Previous editions are obsolete.

form HUD-51002 (1/2014)

Construction Progress Schedule

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

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

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

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

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

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

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

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

Instructions for Preparation of Construction Progress Schedule
Form HUD-5372

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

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

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

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

Computation of Anticipated Monthly Value of Work in Place

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

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

Accumulated Scheduled Progress - %

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

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

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

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

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

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

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

Table with 2 columns: % of Contract Time, % of Accumulated Progress. Values range from 0 to 100 in increments of 10.

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

SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

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

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall 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 (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or

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

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its

designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

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

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

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

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 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, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) 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 at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), 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.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or

supervises the payment of the persons employed under the Contract and shall certify the following:

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

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

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

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

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall 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, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall 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's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the 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 on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

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

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

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

10. Certification of Eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

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

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a

notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. 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 Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

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

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.

CONTRACTOR'S AFFIDAVIT OF RELEASE OR WAIVER OF LIENS

TO: Corpus Christi Housing Authority 3701 Ayers Street Corpus Christi, TX 78415	Contract No. _____ Contract Date: ____/____/20____ Project No. _____ Project: _____
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The State of Texas §
 § Release or Waiver of Liens
County of Nueces §

The undersigned, pursuant to the General Conditions of the Contract for Construction (HUD-5370), Specifications, and Additional Conditions, hereby certifies that Release or Waivers of Lien, all Subcontractors, all providers of supplies or materials and equipment, and all performers of Work, labor or services, who may have or have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

Contractor certifies that he is authorized to, and does, have the authority to represent the Contractor herein.

Contractor: (insert name and address of Contractor)

Signed By: _____
Contractor - Title

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned notary public, on this the ____ day of _____, 20____.

(seal)

Notary Public, State of Texas

..... (Recording Information).

CERTIFICATE AND RELEASE

TO: Corpus Christi Housing Authority 3701 Ayers Street Corpus Christi, TX 78415	Contract No. _____ Contract Date: ____/____/20____
Project No. _____	Project: _____

The State of Texas §
 §
County of Nueces §

1. _____ ("Contractor") hereby certifies that there is due and payable under the contract described above and all approved Change Orders, the undisputed balance of \$_____.

2. Contractor further certifies that in addition to the amount set forth in paragraph 1, above, there are outstanding the following items which Contractor claims are just and due by the Corpus Christi Housing Authority ("CCHA") to Contractor:

- a. \$_____, payable for _____
- b. \$_____, payable for _____
- c. \$_____, payable for _____
- d. \$_____, payable for _____
- e. \$_____, payable for _____

3. Contractor further certifies that all work required under this contract, including work required under Change Orders numbered _____, has been performed in accordance with the terms of the contract, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all sub-contractors were paid in conformity with the contract provisions relating to said wage rates.

4. Except for the amounts stated in paragraphs 1 and 2 above, the Contractor has received all sums payable to the Contractor pursuant to the contract and any Change Orders or modifications thereof.

5. In consideration of the payment of the amount stated above in paragraph 1, the Contractor does hereby release CCHA from any and all claims arising under or by virtue of this contract except the amounts listed in paragraph 2; provided however, that if for any reason the CCHA does not pay in full the amount state in paragraph 1 above, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released, but will release upon payment thereof.

6. Contractor further certifies that upon payment of the amounts listed in paragraph 2 above, and of any amount which may be deducted from paragraph 1, Contractor will release the CCHA from any and all claims of any nature whatsoever arising out of said contract or Change Orders or modifications thereof, and will execute such further releases or assurances as the CCHA may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on this the _____ day of _____, 200__.

Contractor: _____

By: _____
Title _____
Printed name: _____

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, by the Contractor, who after being by me duly sworn stated that he was the Contractor or was duly authorized to sign for the Contractor, and that all the foregoing was true and correct and made from personal knowledge.

(seal)

Notary Public, State of Texas

..... (Recording Information).