



## **QUICK QUOTE**

**For**

**Fair Ave Burned Unit #704 Rehabilitation**

**For**

**HOUSING AUTHORITY OF THE  
CITY OF SAN ANTONIO, TEXAS  
AND  
AFFILIATED ENTITIES**

**Date Issued: November 8, 2018**

**Quick Quote #: 1811-909-23-4859**

**Closes: November 19, 2018 at 2:00 PM**

Prepared by:

**Department of Procurement**  
of the  
San Antonio Housing Authority  
818 South Flores Street  
San Antonio, Texas 78204

President and CEO..... David Nisivoccia

- 1.0 The Housing Authority of the City of San Antonio, Texas and its affiliated entities (the “San Antonio Housing Authority or SAHA”) hereby invites independent Contractors to submit bids for the rehabilitation of a burned apartment unit (#704) in the Fair Avenue Apartments, San Antonio, TX 78223**
- 2.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT:** All questions or request for documents pertaining to this solicitation shall be addressed to Charles Bode, Asst Director of Procurment, telephone 210-477-6703, fax 210-477-6167 or e-mail at [charles\\_bode@saha.org](mailto:charles_bode@saha.org).
- 3.0 APPLICABILITY:** By submitting a bid, the bidder is agreeing to abide by all terms and conditions listed herein, including those terms and conditions within HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, dated 2/2007 and HUD Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction and if attached; HUD 5370EZ, Davis Bacon or HUD Wage Decision.
- 4.0 SAHA’s RESERVATION OF RIGHTS: SAHA reserves the right to:**
  - 4.1** Reject any or all bids, to waive any informalities in the solicitation process, or to terminate the solicitation process at any time, if deemed by SAHA to be in its best interest.
  - 4.2** Terminate a contract awarded pursuant to this solicitation at any time for its convenience upon delivery of a 30-day written notice.
  - 4.3** Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this solicitation.
  - 4.4** Reject and not consider any bid that does not, in the opinion of SAHA, meet the requirements of this solicitation, including but not necessarily limited to incomplete bids and/or bids offering alternate (not including “or equal” items) or non-requested items or services.
  - 4.5 SAHA reserves the right to:**
    - 4.5.1** To make an award to the same bidder (aggregate) for all items; or,
    - 4.5.2** To make an award to multiple bidders for the same or different items.
- 5.0 BIDDER’S RESPONSIBILITY:** Each bidder shall carefully review and comply with all instructions provided herein, or provided within any named attachments or addenda.
- 6.0 DEADLINE:** Bids are due at the time and date posted herein. SAHA reserves the right to extend the posted deadline at any time prior to the deadline.
- 7.0 QUESTIONS:** All questions or request for information concerning this solicitation must be submitted in writing five (5) days prior to the closing deadline.

- 8.0 HOLD PRICES/NON-ESCALATION:** By submitting a bid, the bidder agrees to "hold" or not increase the bid prices for a minimum period of ninety (90) days. Quantities listed in this solicitation are for the purpose of determining best pricing per line item. Contractor shall field verify all quantities and dimensions.
- 9.0 METHOD OF AWARD:** SAHA may, at its sole discretion, procure the applicable goods or services by issuance of a PO or execution of a contract. By submitting a bid, the successful proposer agrees to accept the PO or execute the contract.
- 10.0 FEES and FORMS:**
- 10.1 FEE:** All fees are all-inclusive of all related costs that a proposer will incur to provide the noted goods or services in compliance with this solicitation, including, but not limited to: employee wages and benefits, clerical support, travel and lodging, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying and motor vehicle fuel, all costs shall be fully burdened.
- 10.2 FORMS:** Bids shall be submitted utilizing the bid/fee forms included herein. Submission on forms other than the SAHA forms may result in disqualification of the response. Any bidder attached or included Terms and Conditions (Ts & Cs) are subject to acceptance by SAHA at its sole discretion.
- 11.0 AWARD CRITERIA:** Award shall be made to the responsive and responsible contractor that submits the best value to SAHA using price and other factors listed below.
- **Time period to complete the project will also be considered**
- 12.0 BID COSTS:** SAHA shall not compensate any bidder for any costs that may be incurred in responding to this solicitation.
- 13.0 ASSIGNMENT OF PERSONNEL:** SAHA retains the right to demand and receive a change in personnel assigned by the Contractor to provide services to SAHA if SAHA believes that such change is in its best interest.
- 14.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation (including, but not limited to, selling or transferring the ensuing PO or contract without the prior written consent of SAHA. Any purported assignment of interest or delegation of duty, without the prior written consent of SAHA shall be void and may result in the cancellation of the PO or contract with SAHA.
- 15.0 LICENSING REQUIREMENTS:** By submitting a bid the successful bidder certifies that he/she possess and will, prior to issuance of a PO or execution of a contract, present to SAHA, proof and/or certification of the following:
- 15.1** If applicable, local business license issued by the City of San Antonio.
- 15.2** If applicable, a copy of the bidder's license issued by the State of Texas licensing authority allowing the bidder to provide the services or products as detailed herein.

**16.0 PERMITS:** Contractor shall obtain all permits required to complete the work per the specifications.

**17.0 INSURANCE:** Contractor shall present to SAHA prior to PO issuance or execution of a contract, proof of insurance compliant with the requirements below.

<b>Professional Liability</b>	<b>Required Limits</b>
SAHA and its affiliates must be named as a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000 Not Required
<b>Business Automobile Liability</b>	<b>Required Limits</b>
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SAHA properties.	\$500,000 combined single limit, per occurrence
<b>Workers Compensation and Employer's Liability</b>	<b>Required Limits</b>
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than two people. A Waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy.  SAHA and its affiliates must be a Certificate Holder.	Statutory \$500,000
<b>Commercial General Liability</b>	<b>Required Limits</b>
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

**18.0 INVOICING:** To help insure timely payments and unless utilizing a progress payment schedule invoices shall be sent to the following address:

[Accounts\\_Payable@saha.org](mailto:Accounts_Payable@saha.org)

If contractor lacks electronic invoicing capability they may send invoices to:

**San Antonio Housing Authority,  
Accounts Payable,  
P.O. Box 830428,  
San Antonio, TX 78283-0428.**

Contractor shall invoice SAHA within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days SAHA reserves the right to not pay the invoice. In an effort to be more efficient, SAHA processes all payments electronically. Contractors will be required to complete a direct deposit form. SAHA's standard payment terms are net 30 days.

**19.0 Fair Labor Standards Act:** Both parties hereby agree to comply with the provisions of the Fair Labor Standards Act (29 U.S.C. 201, et seq).

**20.0 Indemnification.** The Contractor shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor. **CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT.**

Contractor shall indemnify and hold harmless SAHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

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

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3.

**22.0 EPA REQUIREMENTS( This section applies only to Painting):** Contractor must be EPA certified. Contractors performing renovation, repair and painting projects that disturb lead- based paint in homes, child care facilities, and schools built before 1978 must be certified by EPA and must follow specific work practices to prevent lead contamination.

**This includes, but is not limited to:**

**Contain the work area.**

**Minimize dust.**

**Clean up thoroughly.**

Contractors must provide to SAHA and tenants a copy of the EPA pamphlet *“Renovate Right: Important Lead Hazard Information for Families, Childcare Providers and Schools,”* before the renovations start. Federal law requires this in housing, child-care facilities and schools built before 1978 and when renovating six square feet or more of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects. For a copy of this pamphlet go to:

[www.epa.gov/lead/pubs/renovaterightbrochure.pdf](http://www.epa.gov/lead/pubs/renovaterightbrochure.pdf)

**23.0 GENERAL CONDITIONS:**

**23.1 Scope of Work is Attachment A.**

**23.2 Location of Property:**

**Fair Avenue Apartments**

**1215 Fair Avenue**

**San Antonio, TX 78223**

**Contact to view: Isaac Otero Maintenance Supervisor**

**Phone: 210-477-6341, Business Cell: 210-389-2506**

**23.3 WARRANTY:** All services and goods provided pursuant to this solicitation and the resulting contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services, but in any event such goods and services shall be warranted for at least a period of two (2) years.

**23.4 OR EQUAL:** Catalogs, brand names or manufacturer's references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish specified brand names, numbers, etc.

**23.5** Acceptance by SAHA is required prior to payment. Acceptance will be based on adherence to the specifications, best industry practice and inspection by SAHA personnel.

**23.6** Contractor shall supply all material, labor and equipment to complete the requirement of this solicitation unless otherwise specified in this solicitation.

**23.7** Contractor shall dispose of all debris and trash offsite in accordance with all local, State and Federal laws and codes. At no time will Contractor discard any debris or trash into any SAHA refuse container.

**23.8 Responses may be hand delivered to:**

**San Antonio Housing Authority,**

**Attn: Charles Bode, Asst Director of Procurement,**

**818 S. Flores, San Antonio, TX 78204**

**or Faxed to: Attn. Charles Bode at 210-477-6167**

**or Emailed to: [charles\\_bode@saha.org](mailto:charles_bode@saha.org)**

**23.9 LIQUIDATED DAMAGES:** For each day that performance under a resulting contract from this Quote is delayed beyond the time specified for completion, the successful Bidder shall be liable for liquidated damages in the amount of \$100.00 per day. However, the timeframe for performance may be adjusted at SAHA's discretion in writing and received by the successful Bidder prior to default under any resulting contract.

**Quote Fee Sheet**  
**Quick Quote Closes on November 19, 2018 at 2:00 PM**  
1811-909-23-4859

**State Law limits procurements using this method of solicitation to \$50,000.00 or less.**

- Fee:** Fee must be all inclusive of all costs required to complete the project including but not limited to; wages, insurance, travel, per diem, tools, materials etc. necessary to deliver a turnkey project.

Item	Unit	Qty.	Cost per Unit	Delivery
Unit #704 Rehabilitation	Each	1	\$	Days
Alternate 1 Deduct Purchase and installation of appliances (Stove and Refrigerator)	Each	1	-\$	

If the Contractor fails to list days to complete, the project must be completed in 60 days from notification to begin work.

- Sub-Contractors:** Proposer shall identify his sub-contractors if any:

a) \_\_\_\_\_

b) \_\_\_\_\_

**Acknowledge Receipt of Addenda**

Addendum #1 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #2 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #3 \_\_\_\_\_ Date \_\_\_\_\_

_____ <b>Signature</b>	_____ <b>Date</b>
_____ <b>Printed Name</b>	_____ <b>Company</b>
_____ <b>E-mail address if available</b>	
_____ <b>Phone</b>	_____ <b>Fax</b>

**Bidder's Certification**

By signing below, Bidder certifies that the following statements are true and correct:

- 1. He/she has full authority to bind Bidder and that no member Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
- 2. Items for which Bids were provided herein will be delivered as specified in the Bid,
- 3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
- 4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Bidder,
- 5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid,
- 6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
- 7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,
- 8. **Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead, profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said bid are true.
- 9. **Child Support:** Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10. **Lobbying Prohibition:** The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- 11. **Non-Boycott of Israel:** SAHA may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270) by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.
- 12. **TX Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.†

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Signature) (Printed name and title)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(Phone) (E-mail)



# **ATTACHMENT A**

## **Scope of Work/Specifications**

## Scope of Work & Technical Specifications

### 1. Demolition Notes

- a. The contractor shall field verify all existing conditions.
- b. Demolition shall include all required cutting, excavation, removal, and proper off-site disposal of existing material necessary for the placement of the new work; all such work shall be included in the contractor's proposal.
- c. Remove all existing ducting for HV to include return air ducting

### 2. Interior Re-construction

- a. Replace all interior and exterior stud walls, fur-downs, gypsum wall and ceiling boards, ceiling and wall insulation, doors, door frames, windows, access panels, access panel for water cut off valves, cabinets, shelving and closet rods
- b. Replace all bathroom accessories, plumbing fixtures and piping,
- c. Replace all HV system to include new ducting for return air, bedroom, living room, and vent for exhaust at bathroom, heat lamp in bathroom with timer switch, electrical service lines, telephone and cable television service lines, light fixtures and trims, and all floor, wall and ceiling finishes and trims.
- d. Emergency call and smoke detector systems replacement must meet or exceed all current National Fire Prevention Association (NFPA) and City of San Antonio codes and standards.
- e. New devices such as door bell, Audio/ Visual device in bedroom & living room, and fixtures installed shall be compatible with the existing systems.
- f. New Appliances to be installed in Kitchen, Stove: 30" Hot Point Freestanding Electric Range (White) HD Supply # 285167, Refrigerator : 18 Cubic Feet Top Mount Refrigerator (White) HD Supply # 543729

### 3. General Notes

- a. For furring conditions align as a continuation of adjacent surfaces.
- b. Finish layers of Gypsum Wall Board (GWB) to be moisture resistant in bathrooms and wet walls.
- c. Cement tile backer board substrate is required on walls where ceramic tile finish is scheduled.
- d. All walls and ceilings to receive new layers of GWB. Ceilings and party walls shall receive fire rated GWB.
- e. Provide USG #200B metal trim or equal at all finish layer edges of GWB where partition meets dissimilar material unless noted otherwise, Provide GWB with corner reinforcement throughout.
- f. Provide 2X wood blocking in all stud assemblies as required to provide anchorage for wall mounted equipment, bathroom grab bars, and casework.
- g. Where equipment or devices penetrate through extended assemblies, provide framing block-out construction and completely seal around penetrations, firestop/fire caulk as required

- h. Provide new receptacles, GFI at kitchen, and light outlets throughout apartment including new branch and feeder circuits and wiring.
- i. Provide new emergency call system, smoke detection system, telephone and television cable wires into apartment, locations to be determined. New components shall be compatible with existing call system.
- j. Provide complete new heating and venting system including ceiling mounted fan coil with rated access door, drip pan, ductwork, thermostat, wiring, return air and supply air registers.
- k. Provide all new plumbing drain and vent pipes to all new fixtures from above finished floor (A.F.F.).
- l. Replace all fire damaged metal and/ or wood wall, ceiling, soffit framing, and furring channels. Install all framing members at 16" O.C. minimum.
- m. Replace all fire stopping between apartments and hallway walls.
- n. Provide and Install New Appliances in Kitchen

**4. Living room (approximately 18'6" X 9'3")**

- a. Replace ceiling drywall, 5/8", taped & floated and textured
- b. Replace all metal ceiling framing hat channels
- c. Clean/ sandblast ceiling and seal concrete ceiling (Home Depot #304 – 686: Crisp White Linen)
- d. Replace metal stud framing at all walls
- e. Replace wall insulation, batt, faced, 3-1/2" R-13 formaldehyde free fiberglass
- f. Replace drywall, 5/8", taped & floated and textured
- g. Prime seal & paint walls
- h. Replace vinyl base molding at all walls (Home Depot #809730 – Black)
- i. Prep floor, rough sand and scrape, and level floor impressions, indentions, craters and gouges with self-leveling cement material
- j. Replace vinyl floor tile, SAHA to select color from Contractor samples (Home Depot #807220: Fortress White)
- k. Rewire all electrical and replace outlets (White color)
- l. Replace exterior lockset (Home Depot # 901805) and deadbolt (Home Depot #900795)
- m. Replace door viewer (Home Depot #874112)
- n. Replace entry door, pre-hung, w/ casing (Solid wood door)
- o. Paint entry door, pre-hung w/ casing (Home Depot #132596 Red Mahogany #225)
- p. Replace and paint screen door (Red Mahogany #225)
- q. Replace closet doors (Home Depot #205506) and hardware
- r. Replace closet shelving and clothes rods (Wooden closet rods and shelving)
- s. Replace door bell w/ chime with a Nutone CD115WH or equal
- t. Replace smoke detector (BRK MFG# 9120 or equal)
- u. Replace wardrobe room divider (No divider)
- v. Replace balcony sliding door, window and aluminum glass storefront system

**5. Kitchen (approximately 6'5" X 5'3")**

- a. Replace RC "hat" channel, ceiling drywall, 5/8", taped & floated and textured
- b. Clean/ sandblast ceiling, and seal/paint ceiling
- c. Replace 2 light fixtures (Home Depot #321250) (Home Depot #321272)
- d. Replace metal stud framing, include 2"X 6" wood blocking as needed for millwork installation
- e. Replace wall insulation, batt, faced, 3-1/2" R-13 formaldehyde free fiberglass
- f. Replace wall drywall, 5/8", taped & floated and textured
- g. Prime & paint walls
- h. Replace 4" vinyl base molding (Home Depot #809730 Black)
- i. Floor prep, rough sand & scrape, and level floor impressions, indentions, craters and gouges with self leveling cement material
- j. Replace vinyl tile (Home Depot #807220) as per manufacturer specifications
- k. Rewire all electrical, GFI receptacle at kitchen sink area only
- l. Replace special service panel 120 volt GE or equal breakers number of circuits to be same as existing panel
- m. Replace upper and base millwork (Solid wood: Golden Oak Stain)
- n. Replace and mount fire extinguisher under sink with new ABC rated 5 lb extinguisher
- o. Replace all cabinets with HUD-approved severe use cabinets
- p. Finish and stain upper and base cabinets, Golden Oak color
- q. Replace countertop per HUD requirements (Home Depot #420208 – Mystique Dawn)
- r. Replace 30" X 30" stainless steel splatter guard behind stove space
- s. Replace P-trap & fittings
- t. Replace kitchen sink, stainless steel (Home Depot #500589)and faucet (Home Depot #420534)
- u. Replace sink supply lines with flexible braided stainless (Home Depot #546426)
- v. Replace water supply valve, angle stop, 1/ 2" Brasscraft or equal 1/4 turn ball valve type
- w. Replace air handling unit above ceiling
- x. Replace ductwork to all registers using reflective foil coated fiberglass board
- y. Replace all supply and return air registers
- z. Provide and install new appliances in Kitchen

**6. Bedroom**

- a. Replace ceiling drywall, 5/8", taped & floated
- b. Replace ceiling texture
- c. Replace metal ceiling framing hat channels
- d. Clean/ sandblast ceiling
- e. Seal concrete ceiling
- f. Seal & paint ceiling
- g. Replace wall drywall, 5/8", taped & floated

- h. Replace metal stud framing at all walls
- i. Replace wall insulation, batt, faced, 3-1/2" R-13 formaldehyde free fiberglass
- j. Replace wall texture
- k. Seal & paint walls (Same)
- l. Replace 4" vinyl base molding
- m. Floor prep, rough sand & scrape
- n. Level floor impressions, indentions, craters and gouges with self leveling cement material
- o. Replace vinyl tile (Same)
- p. Replace closet doors, pre-hung, w/ casing (Same)
- q. Prep, prime and paint closet doors
- r. Replace door hardware (Home Depot #913853)
- s. Replace wood shelving and clothes rod (Wood rod and shelves)
- t. Paint wood shelving (Crisp white linen)
- u. Replace access panel door in closet
- v. Rewire all electrical
- w. Replace emergency call switch must work with existing call system
- x. Replace light fixture (Home Depot #320223)
- y. Replace smoke detector, call for aid, audio/visual
- z. Replace full height wardrobe cabinet (No wardrobe cabinet)

**7. Bathroom (approximately 5'3" X 5'8")**

- a. All drywall in bathroom shall be replaced with moisture resistant drywall material
- b. Replace ceiling drywall, 5/8", taped & floated
- c. Contractor shall provide fiber cement board backing layer at all areas to receive ceramic tile
- d. Replace ceiling texture
- e. Replace metal ceiling framing
- f. Clean/ sandblast ceiling
- g. Seal concrete ceiling
- h. Seal & paint ceiling (Crisp white linen)
- i. Replace light fixtures (Home Depot #320213)
- j. Replace emergency call switch must work with existing call system
- k. Replace wall drywall, water resistant, 5/8", taped & floated above wainscot
- l. Replace ceramic tile backer board under ceramic wall tile
- m. Replace metal stud framing, include 2"X 6" wood blocking at grab bars and accessories locations
- n. Replace wall insulation, batt, faced, 3-1/2" R-13 formaldehyde free fiberglass
- o. Replace heat lamp with timer switch
- p. Replace wall texture
- q. Seal & paint walls (Fresh cut Honeydew)
- r. Rewire all electrical
- s. Replace bathroom faucet (Home Depot #500175)

- t. Replace P-trap & fittings
- u. Replace Lavatory supply lines with flexible braided stainless hose
- v. Replace Lavatory angle stops valves
- w. Replace shower faucet and showerhead (Shower head: Home Depot #416372) (Faucet Moen)
- x. Replace bathroom sink and provide vanity cabinet with doors (Wall mounted sink: Home Depot #404683)
- y. Replace toilet seat (Home Depot #568400)
- z. Replace Exposed Closet Flushometer (Sloan)
- aa. Replace toilet (ADA Toilet Elongated)
- bb. Replace ceramic wall tile wainscot (4"X4" White) (Home Depot #809801)
- cc. Replace ceramic tile trim/ accent
- dd. Replace ceramic floor tile (1"X1" Beige)
- ee. Replace medicine cabinet (Home Depot #115194)
- ff. Replace toilet tissue dispenser (Home Depot #818850)
- gg. Replace towel bar (Home Depot #514700)
- hh. Replace grab bars (4), install as per American's with Disabilities Act recommendations
- ii. Replace ceramic soap dish in area of sink, to include soap dish in shower (Home Depot #818580)
- jj. Replace wall mirror (Home Depot #323980)
- kk. Replace light bar/bath channel wall fixture (Home Depot #320213)
- ll. Shower (approximately 3'X10" X 3'6")
- mm. Replace ceiling drywall, 5/8", taped & floated
- nn. Replace metal ceiling framing
- oo. Clean/ sandblast ceiling
- pp. Seal concrete ceiling
- qq. Replace ceramic tile backer board, use a 4 mil clear polyethylene waterproof membrane at joints with other materials
- rr. Replace metal stud framing, include 2"X 6" wood blocking as needed for grab bar and accessories installation
- ss. Replace wall insulation, batt, faced, 3-1/ 2" R-13 formaldehyde free fiberglass
- tt. Replace shower door as specified (Shower rod: Home Depot #822450)
- uu. Rewire all electrical
- vv. Replace ceramic wall tile (4"X4" White: Home Depot #809801)
- ww. Replace ceramic tile trim/ accent (Home Depot #809806: White Bullnose)
- xx. Replace ceramic floor/ ceiling tile (Floor 1"X1" Beige)
- yy. Replace shower accessory shelf, ADA stainless steel flip up corner seat
- zz. Toothbrush holder (Home Depot #818605)
- aaa. Replace exhaust vents, kitchen and bathroom to include ductwork
- bbb. Return apartments to owner clean, with floors freshly waxed, and ready for move in.

## Product Specifications:

### 1. Metal Framing

- a. Manufacturers' standard load-bearing steel studs of type, size, shape, and gauge required. With each type of metal framing required, provide standard steel runners, blocking, lintels, reinforcements, shoes, clip angles, fasteners, and accessories as needed to provide a complete metal framing system.
- b. Fabricate metal framing components of commercial quality steel sheet with a minimum yield point of 33,000 psi, ASTM a 446 Grade A, 20 gauge. Provide nuts, bolts, washers, screws and other fasteners manufactured with a corrosion resistant plated finish or stainless steel construction.
- c. Install metal framing and accessories plumb, square, true to line, and with connections securely fastened, in accordance with manufacturer's recommendations. Secure tracks as recommended by stud manufacturer.
- d. Frame wall openings larger than 2'-0" square with double stud at each jamb of frame. Install jack studs above door openings, and above and below wall openings.
- e. Available Manufacturers: USG Industries, Dale Industries, Inc. or equal

### 2. Furring "Hat" Channel

- a. Rolled formed 20 gauge hot dipped galvanized steel, 1 1/2 " bearing width, 7/8" height, length as required, installed 16" O.C.
- b. Approved Manufacturer: Cemco Steel, Inc. or equal

### 3. Drywall

- a. Regular, Grade X, Form A, Class 1, Type III, ASTM C36, 5/8" thick shall be installed where fire rated partitions are required.
- b. Moisture resistant wallboard, regular, ASTM C 630, Grade W, Form A, Class 2, Form VII, asphalt impregnated moisture resistant core, with chemically treated multi-layered face and back paper.
- c. Moisture resistant wall board shall be installed at all bathroom ceilings and walls above ceramic tile wainscoting and kitchen walls behind sink.

### 4. Ceramic tile backer board

- a. Shall be installed below ceramic tile wainscot and shower walls.
- b. Cement board sheathing, aggregated Portland cement board with polymer coated glass fiber mesh embedded in back and front surfaces.
- c. USG "Durock" or equal.

### 5. Fire stopping

- a. Fire stop system installation must meet requirements of ASTM E-814, UL 1479 or UL 2079 tested assemblies that provide a fire rating equal to that of construction being penetrated.
- b. Materials and methods shall conform to applicable governing codes.
- c. Fire stopping materials shall be as manufactured by Hilti, Inc. Tulsa Ok (800.879.8000) or equal.

- d. Fire Stop system shall have an “F” rating as determined by UL 1479 or ASTM E814 and an Assembly rating as determined by UL 2079. Substitutions will not be accepted.
- 6. Ceramic & VCT Tile**
    - a. Glazed wall tile, 4-1/4”X 4-1/4” plain face with cushion edges, back mounted, with matching trim shapes and patterns.
    - b. Floor tile, unglazed 1”X 1” dust pressed cushion edge slip resistant texture
    - c. Available manufacturer: Dal-Tile or equal Armstrong residential glue down or equal for apartments Azrock or equal to match existing tile in hallway
  - 7. Cove Base (Home Depot #809730 Black)**
    - a. Armstrong or equal 4” vinyl cove base color to match existing
  - 8. Cabinets (Stain: Golden Oak I)**
    - a. Submit shop drawings showing methods of cabinet and countertop construction and installation.
    - b. Indicate finishes, and field dimensions for Project Manager’s review.
    - c. Provide base cabinets with doors, drawers, and shelf.
    - d. Provide wall cabinets with doors and two shelves.
    - e. Provide bathroom vanity cabinet with doors.
    - f. Reference Manufacturers: High Pressure Laminate Finish: Formica Corporation, Nevamar Corporation, Ralph Wilson Plastics Co. or approved equal. Hardwood doors: Evans Cabinet Corporation or approved equal. Cabinet and shelf hardware: Knappe & Vogt, Blum or approved equal. Hinges to be Blum 120 degree full overlay hinges or approved equal. Cabinets: Armstrong “Extreme Series”, Evans Cabinet Corporation “Military Specifications” or approved equal. Varnish: Rodda or approved equal, must be low or no VOC. Drawer runners: Knappe & Vogt- 1284, 100 lbs or approved equal.
  - 9. Laminated tops: Wilsonart Laminate or approve equal.**
    - a. Materials: All lumber to be premium grade. Use of particle board, chip board or press board (fiber board) is prohibited.
    - b. Perimeter frame of doors to be of 3/4” solid oak w/ oak panels. Face frame to be of 3/4” solid oak
    - c. Back of cabinets to be 1/4” thick oak plywood Hanger strip to be 1/2” thick oak plywood
    - d. Drawer frame to be 3/4” thick solid oak
    - e. Laminated top substrate to be exterior grade plywood
    - f. Laminated top to be applied to exterior grade plywood Rolled formed countertop, edge and backsplash: exterior grade plywood with 0.050” thick, horizontal, general purpose, standard high pressure laminate with 0.20” thick backing sheet where required by AWI 400-26.
    - g. Fasteners shall comply with Section 400 in AWI Quality Standards
    - h. All exposed corners will be rounded, no sharp corners will be permitted



**10. Cabinets Schedule:** (sizes are approximate; field verification of size and quantities is required)

- a. Description Location Size Upper-2 door Kitchen 36" Upper- 2 door Kitchen 24" Lower- sink base, 2 door Kitchen 36" Lower- base, 2 door Kitchen 24" Lower Kitchen 8" Lavatory base Bathroom 30" Wardrobe Living Room 6'- 6" X 6'- 6"

**11. Doors Schedule**

- a. Entry door, 1 3/4" solid core, w/ exterior solid wood jamb (no finger joints) to be stained Red Mahogany (Home Depot # 225)
- b. (Home Depot #205269) Hardware set 1:
- c. 3 ea hinges, full mortise steel 4" X 4", satin chrome 1 ea passage set, Kwikset, Tustin, 720 TNL 15CP
- d. (Home Depot #901805) 1 ea doorstop, concave 236W, Hager 1 ea deadbolt, cylinder w/ thumb turn, Kwikset 980015 SM TCPK4
- e. (Home Depot #900795) 1 ea door bolt, one sided keyless w/ thumb turn, Kwikset
- f. (Home Depot #874112) 2 ea viewer, Ives 1 ea threshold 181AV.36 with vinyl insert, Remco 1 ea weather strip silicon seal door gasket 588.017, Remco

**12. Screen door- 1-3/8" thick, louvered, aluminum screen, birch construction**

- a. Hardware set 2: 3 ea hinges, full mortise steel 3 1/2" X 3- 1/2" 1 ea passage set with knob (satin nickel), door pull, hook and eye latch 1 door closer, commercial aluminum from universal hardware, 4031 1 kick plate, satin nickel 1 tension rod

**13. Tempered glass patio door with aluminum screen-**

- a. Hardware set 3: 1 standard patio door lock 1 ea charley bar

**14. Closet door (Home Depot #205506) -**

- a. Hardware set 4: 1 bi-fold knob, satin nickel

**15. Bedroom/ bathroom door-**

- a. Hardware set 5: 3 ea hinges, full mortise steel 4" X 4" 1 ea privacy set, Kwikset Tustin, satin nickel, 730 TNL 15CP
- b. (Home Depot #901805) 1 ea doorstop, Concave 236W, Hager

**16. Door Schedule**

- a. Shower door (Shower rod: Home Depot #822450) 1/4" tempered, obscured glass, as manufactured by Kohler or equal
- b. Entry Door w/ exterior jamb & trim, solid core Birch 3'- 0" X 6'-8"
- c. Screen Door Louvered birch 3'- 0" X 6'- 8" 2 Patio Door w/ screen
- d. Closet- bifold w/ wood frame, hollow core masonite 2'- 0" X 6'-8"
- e. Bedroom door hollow core masonite 3'-0"X6'-8"
- f. Bath door hollow core masonite 2'- 8" X 6'-8"
- g. Shower door Tempered glass 2'-8" X 5'- 0"

**17. Patio Glass Doors**

- a. All glass shall be 1/8" thick, tempered, double insulated glass with low-e, 0.29 U Value and 0.27 SHGC
- b. Door will be thermal-break construction, aluminum sill
- c. Door shall be ADA compliant.

- d. Pull and latch shall comply with ASTM F842-97 Forced Entry Specifications.
- e. Pull selection will be compatible with the needs of senior residence, that is, ease of grip and latching.
- f. "Charley Bars" shall be installed to secure movable panel, color to match aluminum door frame.

**18. Windows/ sidelite- Windows shall conform to AAMA/NWWDA 101/I.S.2**

- a. U-Value shall not exceed 0.48 BTU/hr/swft/F
- b. Insulating glass shall consist of two 1/8" tempered glass and 3/8" airspace minimum.
- c. Windows shall come with manufacturer's standard hardware including: spring loaded adjustable positive locking mechanism, and removable insect screens.
- d. Hydro Aluminum North America, as supplied by Don Young Company, San Antonio branch, 1936 Shipman, S.A. Tx 78219, (210) 225.0352 Anderson Windows Marvin Windows
- e. Mini Blinds at bedroom and living room horizontal 36"x90 2 ea. Mini Blinds for patio sliding door vertical 72"x 90" 1 ea.
- f. One section of window bottom section require removable pane of 33-1/2" in width and 27" in length to be used for window A/C unit

**19. Water Closet**

- a. 1.6 gal per flush, floor mounted, elongated toilet bowl, vitreous white china 1-1/2 top spud inlet 16-1/2" height to meet ADA requirements.
- b. American Standard Mfg# 3043.102.020 or equal.
- c. Toilet Seat (Home Depot #568400) - Bemis Mfg# 1200SLOWT or equal
- d. Exposed Closet flushometer- Sloan Regal 1.6gal/flush Mfg#Regal 111XL or equal
- e. Tailpiece- Jay R. Smith fig. 2698 or equal Prime Eze (see attachment) water trap primer
- f. Stops- 1/ 2" Brasscraft or equal 1/4 turn ball valve type angle stop

**20. Bath Accessories**

- a. Toilet paper dispenser Stainless steel, recessed
- b. Soap holders sink area, & shower stainless steel, recessed
- c. Grab bars Stainless steel, must be ADA compliant
- d. Robe hook Chrome finish, door mounted
- e. Mirror 17" wall mounted
- f. 14" recessed, louvered door, 3 shelves

**21. Lavatory**

- a. (Wall Mounted Sink: Home Depot #404683) - One piece Vanity with cultured marble top & integral sink
- b. vanity construction must meet same construction requirements as kitchen cabinets.
- c. Bath Faucet (Home Depot #500175) - Moen single handle CAL84502 with metal pop up drain or equal, low flow aerator, metal lever handle,

- d. Supply Lines- Fluid Master or equal no burst flexible stainless steel water supply line rated at 125psi or greater.

**22. Kitchen Sink**

- a. (Home Depot #500589) - Elkay model no PSR-3321 or equal; double compartment, 20 gauge, self rim stainless steel, 3 holes,
- b. Kitchen Faucet (Home Depot #420534) - ELKAY LK-4100 faucet with low flow aerator,
- c. Strainers (Home Depot #409500) - Two ELKAY LK-35 strainers
- d. Drain- 1- 1/2" chrome plated brass tail piece, ELKAY LK-53 continuous waste, 1 1/2" 17 gauge chrome plated brass P- trap with cleanout and stops.

**23. Shower Faucet**

- a. Moen Posi temp Mfg# L82691 or equal with shower head included

**24. Lighting Fixture Schedule**

- a. No incandescent bulbs will be used; instead a twist style compact fluorescent light (CFL) will be used.
- b. Living room- Wall mounted one light U-bend wall sconce White base with a 23W twist compact fluorescent B.
- c. Kitchen fixture 1- Wall mounted one light U-bend wall sconce White base with a 23W twist compact fluorescent C.
- d. Kitchen fixture 2- Surface mounted fluorescent, 2- 2 ft lamps, Lithonia Mfg# LB232MVOLT GEB10IS or equal
- e. Bedroom- Wall mounted one light U-bend wall sconce White base with a 23W twist compact fluorescent
- f. Bathroom fixture 1- Wall mounted – 13W Twist compact fluorescent
- g. Bathroom fixture 2- Recess mounted heat lamps
- h. Bathroom heater, exhaust and light Nutone or equal
- i. Bath Light Bar 14" w/grounded convenience outlet use 2 -13W CFL twist bulb, Nuvo mfg# 77-087 2 light or equal
- j. Exterior Ceiling Fixture 1 ea. HD Supply # 320705

**25. Grille, Registers, and Diffusers**

- a. Ceiling supply air diffuser, Krueger series 5180, adjustable curve blade design, aluminum construction, OBD, frame 850, white prime coat finish.

**26. Paint/ finishes**

- a. Primer and paint- all finishes applied shall be of low or no VOC content, color to be selected by Owner
- b. Apartment interior, Glidden semi-gloss, Evermore, low VOC or equal Varnish-low/ no VOC varnish

**27. Heating & Venting**

- a. Fan coil units and air handlers shall be compatible with the existing HV system and shall be equal to or better than the capacity, volume, output, and efficiency of the units to be replaced.

- b. Replace all ductwork to include return air, and conditioned air to all registers, using reflective foil coated fiberglass board
- c. Proposer shall include in his response the technical data sheets for the products proposed under Tab 1.

**28. Exterior Patio**

- a. Clean and paint floor, concrete wall, ceilings, and eaves to ensure all smoke damage has been removed.
- b. All railing to be cleaned and painted in a Gloss Black finish
- c. Sandblast may be required as necessary.
- d. Paint Color (Freshcut Honeydew) Home Depot Part # 411-044
- e. Demo and Install exterior ceiling fixture HD Supply # 320705

**29. Appliances**

- a. Provide and Install New Appliances
- b. Stove : 30" Hot Point Freestanding Electric Range (White) HD Supply # 285167
- c. Refrigerator: 18 Cubic Feet Top Mount Refrigerator (White) HD Supply # 543729

# **ATTACHMENT B**

## **HUD & Other Forms**

## TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, 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.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA 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 the Contract.

**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.

### **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.

### **Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

# General Contract Conditions for Small Construction/Development Contracts

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

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

## 1. Definitions

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

## 2. Prohibition Against Liens

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

## 3. Disputes

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

## 4. Default

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

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

## 5. Termination for Convenience

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

## 6. Insurance

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

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

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

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

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

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

## 7. Contract Modifications

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

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

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

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

## 8. Changes

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

#### 11. Energy Efficiency

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

#### 12. Procurement of Recovered Materials

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

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

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

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- 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

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

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

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

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is 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.

# **ATTACHMENT C**

## **Wage Decision**

General Decision Number: TX180280 09/14/2018 TX280

Superseded General Decision Number: TX20170280

State: Texas Construction Type: Building County: Bexar County in Texas.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

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

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	03/23/2018
3	04/20/2018
4	07/06/2018
5	08/03/2018
6	09/14/2018

ASBE0087-014 01/01/2018	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 22.72	10.02
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BOIL0074-003 01/01/2017	Rates	Fringes
BOILERMAKER.....	\$ 28.00	22.35
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ELEC0060-003 06/01/2016	Rates	Fringes
ELECTRICIAN (Communication Technician Only)....	\$ 21.57	9%+4.65
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ELEC0060-004 06/01/2018	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 28.30	13%+5.05
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ELEV0081-001 01/01/2018	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 39.32	32.645+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

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 ENGI0450-002 04/01/2014 Rates Fringes  
 POWER EQUIPMENT OPERATOR-Cranes..... \$ 34.85 9.85  
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\* IRON0066-013 09/01/2018 Rates Fringes  
 IRONWORKER, STRUCTURAL..... \$ 22.05 6.73  
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\* IRON0084-011 06/01/2018 Rates Fringes  
 IRONWORKER, ORNAMENTAL..... \$ 23.77 7.12  
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PLUM0142-009 07/01/2017 Rates Fringes  
 HVAC MECHANIC (HVAC Electrical Temperature  
 Control Installation Only)..... \$ 30.25 11.80  
 HVAC MECHANIC (HVAC Unit Installation Only)..... \$ 30.25 11.80  
 PIPEFITTER (Including HVAC Pipe Installation)..... \$ 30.25 11.80  
 PLUMBER (Excludes HVAC Pipe Installation)..... \$ 30.25 11.80  
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SFTX0669-002 04/01/2017 Rates Fringes  
 SPRINKLER FITTER (Fire Sprinklers)..... \$ 29.03 15.84  
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SHEE0067-004 04/01/2018 Rates Fringes  
 Sheet metal worker Excludes HVAC Duct Installation..... \$ 26.35 15.29  
 HVAC Duct Installation Only..... \$ 26.10 15.25  
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SUTX2014-006 07/21/2014 Rates Fringes  
 BRICKLAYER..... \$ 22.15 0.00  
 CARPENTER (Acoustical Ceiling Installation Only)..... \$ 17.83 0.00  
 CARPENTER (Form Work Only)..... \$ 13.63 0.00  
 CARPENTER, Excludes Acoustical Ceiling Installation,  
 Drywall Hanging, Form Work, and Metal Stud Installation.... \$ 16.86 4.17  
 CAULKER..... \$ 15.00 0.00  
 CEMENT MASON/CONCRETE FINISHER..... \$ 22.27 5.30  
 DRYWALL FINISHER/TAPER..... \$ 13.81 0.00  
 DRYWALL HANGER AND METAL STUD INSTALLER..... \$ 15.18 0.00  
 ELECTRICIAN (Low Voltage Wiring Only)..... \$ 20.39 3.04  
 IRONWORKER, REINFORCING..... \$ 12.27 0.00  
 LABORER: Common or General..... \$ 10.75 0.00  
 LABORER: Mason Tender - Brick..... \$ 11.88 0.00  
 LABORER: Mason Tender - Cement/Concrete..... \$ 12.00 0.00  
 LABORER: Pipelayer..... \$ 11.00 0.00  
 LABORER: Roof Tearoff..... \$ 11.28 0.00



LABORER: Landscape and Irrigation.....	\$ 8.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.98	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00
OPERATOR: Drill.....	\$ 14.50	0.00
OPERATOR: Forklift.....	\$ 12.50	0.00
OPERATOR: Grader/Blade.....	\$ 23.00	5.07
OPERATOR: Loader.....	\$ 12.79	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)...	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 12.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.07	0.00
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 14.94	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### **Union Rate Identifiers**

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

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

### **Survey Rate Identifiers**

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

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

### **Union Average Rate Identifiers**

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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**END OF GENERAL DECISION**