



**BID CONTRACT DOCUMENTS  
AND  
SPECIFICATIONS**  
(Project # IFB-2024-25)

**For  
Exterior Carpentry, Paint, Doors, Lighting, Masonry,  
Repair, and Laundry Room Conversion at  
Frankford Townhomes Located in  
Dallas, Texas**

Pre-Bid Conference: Wednesday, May 1, 2024 at 10:00 A.M.  
Frankford Townhomes  
18110 Marsh Lane  
Dallas, Texas 75287

**Bid Due Date & Time**  
Thursday, May 23, 2024 at 2:00 p.m.

**Bid Opening Thursday, May 23, 2024 at 2:30 p.m.**  
3939 N. Hampton Road  
Dallas, Texas 75212

## Bid Packet Index

		Return With Bid
1	Invitation for Bids	-
3	Technical Specifications/General Requirements...Forms 01010	-
4	Instructions To Bidders for Contracts	-
5	Representations, Certifications, and Other Statements	Yes
6	Bid Form	Yes
7	Bid Bond Form	Yes
8	BID QUALIFICATION SCHEDULE w INSTRUCTIONS	Yes
9	BID QUALIFICATION STATEMENT	Yes
10	Conflict of Interest Questionnaire	Yes
11	Insurance	-
12	INSURANCE REQUIREMENT AFFIDAVIT - JUN 18 2008	Yes
13	PROFILE FORM 02-24-09	Yes
14	Certificate as to Corporate Principal	Yes
15	Affidavit	Yes
16	Certification of Bidder Regarding Equal Employment Opportunity	Yes
17	Letter of Assurance "A", "B" and "C"	Yes
18	Minority Business Enterprise Participation	Yes
19	Notice Regarding M/WBE's Equal Opportunity	-
20	Section 3 Clause	-
21	What Section 3 Requires of Recipients	-
22	Section 3 Business Utilization Form	Yes
23	Section 3 Contractor Certification of Efforts Form	Yes
24	Contract Form	-
25	Performance Bond Form	-
26	Payment Bond Form	-
27	Certificate as to Corporate Principal II	-
28	Contractor Certification of Compliance State of Texas 2271 and 2274	Yes
29	General Conditions	-
30	Amendments and Additions to General Conditions	-
31	Special Conditions	-
32	HUD Form 4010 Federal Labor Standards	-
33	Supplementary Conditions of the Contract	-
34	Davis-Bacon	-
35	Additional HUD Required Forms 50071 & SF-LLL	Yes



## INVITATION FOR BIDS IFB-202425

DHA Housing Solutions for North Texas will receive sealed bids for **Exterior Carpentry, Paint, Doors, Lighting, Masonry, Repair, and Laundry Room Conversion at Frankford Townhomes Located in Dallas, Texas** (Project # IFB-2024-25).

**Bid documents including Plans and Specifications may be downloaded** from DHA's Website: <https://dhantx.com/business-partners/procurement/> beginning **Wednesday, April 17, 2024**.

**A non-mandatory Pre-Bid Conference will be held on Wednesday, May 1, 2024 at 10:00 a.m. at Frankford Townhomes 18110 Marsh Lane Dallas, Texas 75287.**

Sealed Bids **(1 Copy) as well as one (1) electronic copy on an unencrypted Flash Drive** must be submitted to DHA Procurement Department at 3939 N. Hampton Road, Dallas, Texas 75212 **by 2:00 p.m. on Thursday, May 23, 2024** via mail or delivery. Facsimile transmission will **not** be accepted. **Any Bids received after 2:00 p.m., on Thursday, May 23, 2024 will be rejected.**

**Bid Opening Conference will be held on Thursday, May 23, 2024 at 2:30 p.m. Central Time** at which time all bids will be opened and read aloud.

For more information, call Kenneth Duke (214) 951-8452 between the hours of 8:00 a.m. to 5:30 p.m. Monday through Thursday and 8:00 a.m. to 12:00 p.m. on Friday. Questions can be submitted by email to [Kenneth.Duke@dhantx.com](mailto:Kenneth.Duke@dhantx.com)

DHA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR TO WAIVE ANY INFORMALITIES IN THE BIDDING. DHA WILL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, DISABILITY, FAMILIAL STATUS, OR AGE. EQUAL HOUSING OPPORTUNITY.

## DIVISION 1 - GENERAL REQUIREMENTS

### SECTION 01010 - SUMMARY OF WORK

#### 1.01 SUMMARY

- A. Work under this contract shall include, but is not limited to, furnishing and installing all materials, supplies, equipment and labor to **Exterior Carpentry, Paint, Doors, Lighting, Masonry Repair, and Laundry Room Conversion at 18110 Marsh Lane, Dallas, Texas**. The work performed shall be as specified herein.
- B. Contractor's Duties:
1.
    - a. Labor, materials and equipment.
    - b. Tools, construction equipment and machinery.
    - c. GC shall provide and pay for all utilities required to perform the work.
    - d. Safety precautions for proper execution of the work.
    - e. Disposal equipment/containers for proper execution of the work.  
**The Property dumpsters shall not be used for disposing of construction debris.**
    - f. Other facilities and services necessary for proper execution and completion of the work.
  2. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at time of receipt of bids:
    - a. Permits
    - b. Government fees
    - c. Licenses
  3. No departures from the drawings and specifications shall be made by the Contractor without prior written approval from the Owner.
  4. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
  5. Assume responsibility for all work in place. Any work damaged in any manner is the responsibility of the Contractor to repair or replace items to new conditions at no cost to the Owner.
  6. Contractor shall verify all conditions at each site. Contractor shall also field verify all dimensions prior to starting work. Owner shall be notified in writing of any discrepancies found. **THE CONTRACTOR MUST NOT SCALE THE DRAWINGS TO OBTAIN DIMENSIONS.**

7. The drawings and specifications represent the work to be completed not the method of construction.
8. The Owner will occupy the existing buildings during the entire construction period. However, the Contractor shall perform all work in a sequence to where interruption or disturbance to residents in surrounding structures occurs at an absolute minimum.
9. Contractor shall use every precaution to prevent damage to dwelling units, property, existing pavement surface, and utilities that are adjacent to or included in the area under contract, and shall repair and replace, at his expense, any material, surface or building damaged or destroyed because of his operations.
10. If surface ravel or deteriorates in any manner, it shall be the Contractor's responsibility to correct this condition at his expense.
11. **IT IS THE CONTRACTOR'S RESPONSIBILITY TO FAMILIARIZE HIMSELF WITH THE CONDITIONS AT EACH SITE PRIOR TO THE BID. ADDITIONAL PAYMENTS WILL NOT BE AUTHORIZED BY THE OWNER DUE TO THE CONTRACTOR'S FAILURE TO EXAMINE EACH SITE TO DETERMINE THE FULL SCOPE OF THE WORK.**
12. The Contractor shall be responsible for securing the construction site in accordance with the OSHA requirements of (Section 29 CFR Part 1926)
13. Work under this contract will be subject to Davis-Bacon Wage Rates.
14. Per Executive Order 14026, as of January 1, 2024 the minimum hourly wage shall be \$17.20.
15. A Performance and Payment Bond is required for all construction work in excess of \$25,000.00.
16. Contractor shall have **mandatory** on-site representation such as: Field Superintendent, Site Foreman **AT ALL TIMES**, when, subcontractors, vendors and/or personnel working on DHA property. **NO EXCEPTION.**

17. **Cost Control and Safe Harbor Standards: Contractor Fees**

Overhead: 2%

Profit: 6%

General Conditions: 6% (General Conditions includes bond premium)

14% is the maximum for these combined costs.

18. Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the “Buy America Preference” or “BAP”) for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD.

Additional details on fulfilling the BABA requirements can be found at:

[https://www.hud.gov/program\\_offices/general\\_counsel/build\\_america\\_buy\\_america](https://www.hud.gov/program_offices/general_counsel/build_america_buy_america)

C. SCOPE OF WORK DETAILS:

The Scope of work includes and is ***not limited*** to the following:

- **Front/Back Entry Doors/ Hardware**
  - a. Replace Exterior Front/Back Door Slab, Jamb and Hardware.
  - b. Install New Falcon Quantum Lever (Satin Chrome).
  - c. Install New Falcon D Series Grade 2 Single Cylinder Deadbolt (Satin Chrome).
  - d. Install New Falcon D Series Grade 2 Single Sided Deadbolt (Satin Chrome).
  - e. Install 200-Degree Door Viewer (Satin Chrome) in Front/Back Door per City of Dallas Code Requirements.
  - f. Install (2) 200-Degree Door Viewers (Satin Chrome) in Front/Back Door of Handicapped Units per City of Dallas Code Requirements.
  - g. Paint front/back doors.
  - h. Install unit numbers on front doors, centered above the door viewer, Laser Engraved, Black Acrylic Door Marker Signs (minimum 4” tall and minimum 1/16” thick).
  - i. Paint is to be a quick dry oil base enamel.
- **Porch Lighting**
  - a. Install One (1) Exterior, Black, Sconce fixture with LED light per door (to replace existing) at front door entry.

- **Carpentry**
  - a. Remove ALL plywood, wood and metal soffits, fascia, and trims and replace with Hardie board products of equal size and function.
  - b. New Soffits to be vented Hardie board products.
  
- **Gutters/Downspouts**
  - a. Remove and replace All Gutters and Downspouts.
  - b. Install Steel Downspout Protectors, 5 feet in length, first floor only.
  - c. Paint gutters, downspouts, and downspout protectors Whiskers, PPG1025-3.
  - d. New gutters will drain from main structure roof elevation to grade (ground level) and not to covers below.
  - e. Install new concrete splash blocks so that water is diverted away from the building, as needed.
  - f. Rotate existing splash blocks so that water is diverted away from the building, as needed.
  - g. Verify all existing flashings, step flashing, etc. are installed correctly.
  
- **Masonry Repairs**
  - a. Remove and replace existing damaged Precast Concrete Blocks with matching block.
  - b. Remove and replace only blocks showing signs of spalling and damage. Masonry blocks spray painted with a Yellow mark have been field verified by DHA for replacement. A site plan with the number of expected blocks to be removed and replaced are attached.
  
- **Painting**
  - a. Paint color(s) as specified by DHA, or approved equal:  
Building – Whiskers, PPG1025-3;
  - b. Doors – Cavalry, PPG1041-7;
  - c. Trim/Accents – Delicate White, PPG1001-1;
  - d. Dumpsters – Delicate White, PPG1001-1.
  - e. Power wash all existing surfaces prior to paint application.
  - f. Repair bulging, cracked, or otherwise damaged stucco on building exterior to be performed by specialized Stucco/EFIS contractor.
  - g. Contractor shall replace any stucco that is affected by the scope of this work.
  - h. All Stucco and Trims to be painted a minimum (1) primer coat and multiple additional coats to achieve no visible streaking or changes in finish.
  - i. All metal railings to be painted with quality rated metal primer and paint to achieve a “like new” finish.
  - j. Painting scope will include all buildings, doors, walkway/entry covers, trims, metal railings, dumpster enclosures and bollards on the property.

- **Laundry Room Conversion**
  - a. Fill in side window unit with Masonry of comparable material and likeness.
  - b. Replace Exterior door leading to Converted Room to match existing.
  - c. Cap off all existing gas lines and drain lines at the wall with exception of one drain line to be used for a utility sink. Add utility sink and sink hardware.
  - d. Leave all existing electrical outlets in place.
  - e. Remove existing loose Vinyl cove base and replace with a similar cove base. Color to be approved by DHA. Leave existing counters in place.

### **General**

1. DHA has implemented a new Bid Validation process. Prior to award, a comprehensive evaluation and interview with the contractor of the apparent low bid will be conducted to verify its suitability and alignment with the project's specific requirements. This process will not apply to apparent low bidders whose bid has been rejected or determined to be non-responsive, materially too high or low in the base bid.
2. Contractor shall be responsible for removing any overspray from any surface that is affected as a result of interior or exterior painting operations.
3. It is the responsibility of the contractor to trim existing tree branches that interfere with work.
4. Contractor shall barricade the work area to provide effective traffic control and safe working environment.
5. Contractor shall provide a detailed schedule to DHA 72 hours prior to commencement of any work on any property.
6. Clean the job site and remove all job-related debris on a daily basis.
7. This IFB Question and Answer period will close on **May 15, 2024 at 5 pm**. DHA may not be able to respond to vendor questions after the Question and Answer close date and time. Questions should be directed to Kenneth Duke at [Kenneth.Duke@dhantx.com](mailto:Kenneth.Duke@dhantx.com).
8. This work shall be constructed under a single prime contractor.
9. Contractor can use any outside power source. The Contractor must not use electrical outlets and/or power sources from inside the residence and/or any power outlets which is a part of the apartment unit.



10. The Contractor is responsible to secure/watch the site during construction.
11. While on site, all workers must wear their company's badge/ID for identification purposes.
12. The Contractor shall ensure the site is represented by at least one person who is English speaking and designated as the superintendent, or job foreman at all times.
13. This work shall be completed within **Ninety (90) calendar days**.

**DRAWINGS:** Drawings are "AS-BUILT DRAWINGS" for reference.

A1-02 – Keyed Note / Master List

A1-04 – Building Schedule

A2-01 - Site Plan w/Masonry Unit Count

A4-01 to A4-07 – Building Elevations

A5-01 to A5-04 – Exterior Details

**D. WORK SCHEDULE:**

An action plan showing proposed utilization of exterior space for all temporary facilities and equipment shall be submitted to Owner for approval prior to the Pre-Construction Meeting.

A work schedule shall be submitted to and approved by the Owner prior to commencing work. This schedule shall be updated weekly.

Normal working hours for the Contractor may vary between the hours of 8:00 a.m. and 5:30 p.m., Monday through Thursday; 8:00 am and 12:00 p.m. on Friday. Consult with management staff prior to start of the work. Saturdays and Sundays will not be considered normal work days for this Contract. The Owner may grant the Contractor authority to work during other than normal work days or work hours. The Contractor must request such authority from the Owner at least 72 hours in advance.

**E. CLEAN-UP:**

1. Contractor shall be responsible for cleaning up waste material and debris generated by work or materials involved in each trade on a daily basis.
2. All signs, material, equipment and any other material of whatever nature must be removed promptly upon completion of the work.
3. Maintain premises and public properties free from accumulation of waste, debris and rubbish to prevent excessive flowing dust.

4. Dispose of waste materials, debris and rubbish in a Contractor-provided dumpster and off the site.
5. Do not dispose any volatile or contaminated wastes in storm or sanitary drains.
6. The following cleaning shall also be done prior to the end of each work day and prior to formal acceptance of the project; clean all debris, nails, dirt, trash and other foreign matter from exposed exterior ground surfaces.

#### 1.02 WORK SEQUENCE

Scheduling and performing the work as scheduled and in a timely manner is crucial to the completion of the project.

#### 1.03 CONTRACTOR STORAGE AND WORK AREAS

Storage of materials at the work site is at the Contractor's risk and shall be stored in a temporary facility provided by the Contractor. All material shall be stored and secured off the ground in a complete waterproof condition. Contractor must fence off and secure work area. Any fencing or utility hookups required will be the responsibility of the Contractor. The storage and work areas shall be kept orderly and the grass within the fenced areas shall be maintained during the growing season. Any temporary office building, storage shed or dumpsters brought on site must have Owner approval. The Contractor shall remove any storage area and fence prior to the final inspection.

#### 1.04 MATERIALS AND EQUIPMENT

After receipt of Notice to Proceed and before commencement of work, a complete schedule of material and equipment proposed, shall be submitted for approval by the Owner. The schedule shall include catalogs, cuts, diagrams, drawings, and such other descriptive data as may be required by the Owner. In the event any items of material or equipment contained in the schedule fail to comply with the specification requirements, such items may be rejected.

#### 1.05 PROJECT CLOSEOUT - MAINTENANCE MANUAL (2 Copies)

1. Name, address and trade of all subcontractors.
2. Complete maintenance instructions; name, address, and telephone number on installing contractor, manufacturer's local representative for each type of paint used.
3. Catalogs, etc.

4. Paint manufacturer's name, address, and telephone number.
5. Paint manufacturer's warranty.
6. Product brand and warranty, as applicable.
7. Submit two bound copies of all of the above, prior to request for substantial completion inspection.
8. **Request for retainage payments will not be approved until an acceptable closeout manual has been received by DHA.**

#### 1.06 GUARANTEE

Upon completion of the project, prior to final payment, guarantees required by the technical divisions of the Specifications shall be properly executed in quadruplicate by contractor/subcontractors and submitted to DHA. Delivery of guarantees shall not relieve the Contractor from any obligation assumed under the Contract for one year from the date of acceptance of the project, on all materials and workmanship.

**END OF SECTION 01010**

# KEYED NOTE MASTER LIST:

## DIVISION 3 - CONCRETE

- 03-01 CONCRETE FOUNDATION
- 03-01A 6" CONCRETE CURB
- 03-02A CONCRETE SLAB ON GRADE
- 03-02B CONCRETE PATIO
- 03-02C CONCRETE STOOP
- 03-03 COMPRESSIBLE FILLER
- 03-04 GRAVEL
- 03-05 COMPACTED FILL
- 03-06 GRADE

## DIVISION 4 - MASONRY

- 04-01A KING SIZE FACE BRICK
- 04-01B KING SIZE FACE BRICK  
45 DEGREE CORNER SHAPE 1  
SEE DETAIL A5-01Q
- 04-01C KING SIZE FACE BRICK  
45 DEGREE CORNER SHAPE 2  
SEE DETAIL A5-01V
- 04-02 KING SIZE FACE BRICK  
SOLDIER COURSE
- 04-02A KING SIZE FACE BRICK  
HEADER COURSE -  
2 COURSES
- 04-03 7 5/8" x 3" x 9 5/8"  
CAST STONE
- 04-03A 5 5/8" x 3 5/8" x 9 5/8"  
CAST STONE SILL SEE  
DETAIL A5-01U
- 04-03B 7 5/8" x 3 5/8" x 9 5/8"  
CAST STONE SILL SEE  
DETAIL A5-01V
- 04-03C 5 5/8" x 3" x 3 5/8"  
CAST STONE SEE  
DETAIL A5-01R
- 04-03D 8 5/8" x 3" x 8 5/8"  
CAST STONE
- 04-03E SAW CUT DRIP
- 04-04 MASONRY WALL TIE 16" O.C.  
HORIZ. & 15" O.C. VERTICALLY
- 04-05A 8 5/8" X 3" X 9 5/8"  
CAST STONE ARCH
- 04-05B 4" THICK CAST STONE  
KEYSTONE SEE DETAIL  
A5-01T
- 04-06 MASONRY EXPANSION JOINT
- 04-07A 8" x 8" x 16" NOMINAL  
CMU
- 04-07B 8" x 8" x 16" NOMINAL  
CMU
- 04-07C CUT BLOCK
- 04-07D BOND BEAM
- 04-07E SOAP BLOCK NOTCH FOR  
WIDE FLANGE
- 04-08 2" AIR SPACE
- 04-09 GROUT SOLID
- 04-10 WEEPS 16" O.C.
- 04-11 BULLNOSE CORNER AT  
MASONRY OPENING

## DIVISION 5 - METALS

- 05-01 STEEL TUBE COLUMN  
SEE STRUCTURAL
- 05-02 STEEL TUBE BEAM  
SEE STRUCTURAL
- 05-03 CURVED STEEL ANGLE  
SEE STRUCTURAL
- 05-04 BIRD AND INSECT SCREEN
- 05-05 COUNTERTOP BRACKET
- 05-06 1 1/2" DIAMETER  
GRAB BAR
- 05-07 6" DIAMETER PIPE BOLLARD  
SEE SHEET L3-A
- 05-08A 3 1/2" x 3 1/2" x 1/8"  
STEEL PLATE
- 05-08B 7" x 3/8" x 12"-8"  
STEEL PLATE WITH  
STUDS
- 05-09 HANDRAIL BRACKET
- 05-10 3 1/2" x 3 1/2" x 1/4"  
STEEL ANGLE CORNER  
PROTECTOR ANCHOR TO BRICK
- 05-11 STEEL LINTEL SEE  
STRUCTURAL

## DIVISION 6 - WOOD & PLASTICS

- 06-01A 2 x 4 WOOD STUD  
@ 16" O.C.
- 06-01B 2 x 6 WOOD STUD  
@ 16" O.C.
- 06-01C DOUBLE STUD
- 06-02 TREATED 2 x WOOD  
SILL
- 06-03 DOUBLE TOP PLATE
- 06-03A 2 x 8 PLATE
- 06-04 WOOD FLOOR TRUSS  
@ 16" O.C.
- 06-04A LADDER TRUSS BETWEEN  
ROOF OR FLOOR TRUSSES
- 06-05 HEADER
- 06-06A MICROLAM WOOD BEAM
- 06-06B (2) MICROLAM WOOD BEAMS
- 06-06C (3) MICROLAM WOOD BEAMS
- 06-07A 2 x WOOD BLOCKING  
EVERY SPACE
- 06-07B 2 x WOOD BLOCKING  
EVERY OTHER TRUSS SPACE
- 06-07C CONTINUOUS 2 x WOOD  
BLOCKING
- 06-08 ROOF TRUSS
- 06-08A SPECIAL SHAPE ROOF TRUSS
- 06-08B BLOCKING TRUSS
- 06-09 1 x 8 WOOD FASCIA
- 06-10A 1/2" EXTERIOR GRADE  
PLYWOOD WITH CLIPS
- 06-10B 1/2" EXTERIOR GRADE PLYWOOD
- 06-10C 1/2" EXTERIOR GRADE SMOOTH  
FINISH PLYWOOD (PAINTED)
- 06-10D 1/2" EXTERIOR GRADE PLYWOOD  
SOFFIT AND ARCH
- 06-11A AIR INFILTRATION BARRIER
- 06-12A 1/2" PLYWOOD
- 06-12B 3" x 4" TONGUE AND GROOVE  
PLYWOOD SUBFLOOR
- 06-13A SHIM
- 06-13B 1 x 2 SHIM
- 06-13C TREATED 1 x SHIM
- 06-14 PATIO FENCE
- 06-15 TREATED 4 X 4 WOOD POST
- 06-15A COMPOSITE WOOD POSTS -  
SEE STRUCTURAL
- 06-16 2 x FRAMING
- 06-17A 2 x 10 CEDAR CAP
- 06-17B ALTERNATING  
1 x 6 CEDAR SLATS
- 06-17C 1 x 3 CEDAR SLAT
- 06-18 TREATED 2 x 4
- 06-19A 1/2" EXTERIOR GRADE  
PLYWOOD SHEATHING
- 06-19B 1/2" EXTERIOR GRADE  
GYPSUM SHEATHING
- 06-20A TREATED 1 x WOOD  
TRIM
- 06-21 2 x DRAFT STOP  
MID HEIGHT OF WALL
- 06-22 2 x WOOD TRIM (PAINTED)
- 06-22A 1 x WOOD TRIM (PAINTED)
- 06-22B PAINTED WOOD CASING
- 06-22C PAINTED WOOD BASE
- 06-22D PAINTED 1 x WOOD TRIM
- 06-23 1 1/2" DIAMETER  
WOOD HANDRAIL
- 06-24 STRINGER
- 06-25 2 x 10 WITH ARCH CUT  
(PAINTED) SEE DETAIL  
A4-10M
- 06-25A 2 x 6 WITH ARCH CUT  
(PAINTED) SEE DETAIL  
A4-10N
- 06-26 1 x 2 FURRING STRIP
- 06-27 BRICK MOLD

## DIVISION 7 - THERMAL & MOISTURE PROTECTION

- 07-01A EXTERIOR INSULATION  
FINISH SYSTEM(EIFS)
- 07-01B EXTERIOR INSULATION  
FINISH SYSTEM REVEAL
- 07-01C EXTERIOR INSULATION  
FINISH SYSTEM CONTROL  
JOINT
- 07-01D EIFS REINFORCING MESH
- 07-01E EIFS DRIP
- 07-01F EIFS CORNER  
REINFORCEMENT
- 07-02A 5" x 4" METAL GUTTER
- 07-02B 3" x 4" METAL DOWNSPOUT
- 07-03 ASPHALT SHINGLES
- 07-04 ROOFING FELT
- 07-05A R-13 BATT INSULATION
- 07-05B R-30 BATT INSULATION
- 07-06A SEALANT
- 07-06B BACKER ROD AND SEALANT
- 07-06C SEALANT AROUND PERIMETER
- 07-07A FLASHING
- 07-07B MEMBRANE FLASHING
- 07-08 CONTINUOUS SOFFIT VENT
- 07-09 2" RIGID INSULATION
- 07-10 ROOF VENT
- 07-11 INSULATION BAFFLE/STOP  
AT EVERY OTHER TRUSS  
SPACE
- 07-12 DAMP PROOFING
- 07-13 VAPOR BARRIER
- 07-14 SDR-35 PVC PIPE BELOW  
SLAB WITH PVC PREFAB  
BOOT RUN TO DAYLIGHT

## DIVISION 8 - DOORS & WINDOWS

- 08-01 6 PANEL INSULATED METAL  
DOOR
- 08-01A FLUSH INSULATED METAL  
DOOR AND WITH INSULATED  
TEMPERED GLASS
- 08-02 HOLLOW METAL FRAME
- 08-03A ALUMINUM WINDOW WITH  
ALUMINUM BLINDS SEE  
WINDOW TYPE ELEVATIONS  
FOR SIZE, SHAPE
- 08-04 ALUMINUM THRESHOLD
- 08-05A 10' x 8' OVERHEAD  
COILING GARAGE DOOR  
WITH VISION PANELS
- 08-05B COIL HOUSING
- 08-05C DOOR GUIDE
- 08-06A MASONRY T-ANCHOR
- 08-06B STUD ANCHOR
- 08-07 INSULATED METAL DOOR
- 08-08 HOLLOW METAL DOOR
- 08-09 SOLID CORE WOOD DOOR
- 08-10 HOLLOW CORE WOOD DOOR

## DIVISION 9 - FINISHES

- 09-01A 1/2" GYPSUM BOARD
- 09-01B 1/2" WATER RESISTANT  
GYPSUM BOARD
- 09-01C 5/8" GYPSUM  
BOARD
- 09-01D 5/8" WATER RESISTANT  
GYPSUM BOARD
- 09-02A 4 1/4" x 4 1/4"  
CERAMIC TILE COLOR 1
- 09-02B 4 1/4" x 4 1/4"  
CERAMIC TILE COLOR 2
- 09-02C 4 1/4" x 4 1/4"  
CERAMIC TILE WALL CAP
- 09-02D VITREOUS CHINA SOAP DISH
- 09-03 GYPSUM BOARD SOFFIT

## DIVISION 9 - FINISHES (CONTINUED)

- 09-04 3" SOUND ATTENUATION BATT  
INSULATION
- 09-05 CARPET
- 09-06 NOT USED
- 09-07A CORNER BEAD
- 09-07B J-MOLD
- 09-08 DRAFT STOP
- 09-09 22" x 30" ACCESS PANEL
- 09-10A 2' x 4' ACOUSTICAL PANEL  
CEILING
- 09-10B 2' x 2' ACOUSTICAL PANEL  
CEILING
- 09-11 1/2" GYPSUM BOARD TO BOTTOM  
OF ROOF TRUSSES ABOVE  
ACOUSTICAL PANEL CEILING-  
EXTEND ADJACENT PARTITIONS  
TO UNDERSIDE OF GYPSUM BOARD
- 09-12 TWO LAYERS OF 5/8" TYPE 'X'  
GYPSUM BOARD TO BOTTOM OF  
ROOF TRUSSES-1 HOUR RATING

## DIVISION 10 - SPECIALTIES

- 10-01A 36" x 1 1/2" DIAMETER  
GRAB BAR
- 10-01B 42" x 1 1/2" DIAMETER  
GRAB BAR
- 10-01C 24" x 1 1/2" DIAMETER  
GRAB BAR
- 10-02 TOILET PAPER DISPENSER
- 10-03A SURFACE MOUNTED  
SOAP DISH
- 10-04 SOAP DISPENSER
- 10-05 RECESSED MEDICINE CABINET
- 10-06 18" X 24" STAINLESS  
STEEL CHANNEL FRAME  
MIRROR
- 10-07 PAPER TOWEL  
DISPENSER
- 10-08 WASTE RECPTACLE
- 10-09 TOOTHBRUSH AND TUMBLER  
HOLDER
- 10-10 SHOWER CURTAIN ROD
- 10-11 TOWEL BAR
- 10-12 RECESSED SANITARY  
NAPKIN VENDOR
- 10-13 TOILET PARTITION MOUNTED  
SANITARY NAPKIN DISPOSAL
- 10-14A OVERHEAD BRACED FLOOR  
MOUNTED TOILET PARTITION
- 10-14B URINAL SCREEN
- 10-15A CLOSET SHELVING
- 10-15B STORAGE SHELVING  
N.I.C.
- 10-16 CLOSET ROD
- 10-17A HORIZONTAL LETTER BOXES
- 10-17B OVERSIZE POSTAL BOXES

## DIVISION 11 - EQUIPMENT

- 11-01 RANGE N.I.C.
- 11-02 REFRIGERATOR N.I.C.
- 11-03 RANGE HOOD
- 11-04 24" UNDER COUNTER  
DISHWASHER N.I.C.
- 11-05 DRYER N.I.C.
- 11-06 WASHER N.I.C.
- 11-07 VENDING MACHINE N.I.C.
- 11-08 30" WIDE RANGE  
SPLASH GUARD

## DIVISION 12 - FURNISHINGS

- 12-01 WALL CABINET
- 12-02 BASE CABINET
- 12-02A VANITY BASE CABINET
- 12-03 FILLER PANEL
- 12-04 FINISHED END PANEL
- 12-05 TOE KICK
- 12-06A PLASTIC LAMINATE COUNTER  
TOP WITH 4" BACK AND/OR  
SIDE SPLASH
- 12-06B PLASTIC LAMINATE COUNTER TOP
- 12-07 VALANCE
- 12-08 30" x 72" FOLDING TABLE  
N.I.C.
- 12-09 SKIRT TO MATCH BASE FINISH
- 12-10 CLOSET DOOR TO MATCH  
CABINET VENEER
- 12-11 PLASTIC LAMINATE  
WINDOW SILL
- 12-12 BLIND CABINET-EXTEND TO FULL  
DEPTH OF CABINETS AT CORNER  
AND OPEN TO ADJACENT CABINET

## DIVISION 15 - MECHANICAL

- 15-01A FLOOR MOUNTED  
WATER CLOSET
- 15-01B HANDICAP ACCESSIBLE  
FLOOR MOUNTED  
WATER CLOSET
- 15-01C WALL MOUNTED  
WATER CLOSET
- 15-01D HANDICAP ACCESSIBLE  
WALL MOUNTED  
WATER CLOSET
- 15-02A HANDICAP ACCESSIBLE  
WALL MOUNTED  
LAVATORY
- 15-02B WALL MOUNTED LAVATORY
- 15-03 COUNTERTOP LAVATORY
- 15-04A BATH TUB
- 15-04B HANDICAP ACCESSIBLE  
BATH TUB
- 15-05 HANDICAP ACCESSIBLE  
ELECTRIC WATER  
FOUNTAIN
- 15-06 STAINLESS STEEL  
DOUBLE BOWL SINK
- 15-06A HANDICAP ACCESSIBLE  
STAINLESS STEEL  
DOUBLE BOWL SINK
- 15-06B STAINLESS STEEL  
TRIPLE BOWL SINK
- 15-07 WALL MOUNTED URINAL
- 15-08 FLOOR DRAIN
- 15-09 TRENCH DRAIN
- 15-10 FLOOR MOUNTED  
MOP SINK
- 15-11 HAND HELD  
SHOWER HEAD
- 15-12 CONTROL AREA
- 15-13A ROOF DRYER VENT

## DIVISION 16 - ELECTRICAL

- 16-01 LIGHT MOUNTED UNDER  
WALL CABINET ABOVE  
KITCHEN SINK
- 16-02 WALL MOUNTED EXTERIOR  
LIGHT
- 16-03 EXTERIOR DOWN LIGHT
- 16-04A 2' x 4' FLUORESCENT  
LIGHT
- 16-04B 2' x 2' FLUORESCENT  
LIGHT
- 16-05 BARE TUBE FLUORESCENT  
LIGHT
- 16-06 DOWN LIGHT

**KENNEDY**  
KENNEDY ASSOCIATES/ARCHITECTS  
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URBAN RESOURCE GROUP  
ALLIANCE ARCHITECTS  
IBRAHIM ENGINEERING

**DALLAS HOUSING AUTHORITY**  
**DALLAS NORTH HOUSING**  
FRANKFORD & MARSH LANE  
DALLAS, TEXAS

SHEET TITLE:  
**KEYED NOTE  
MASTER LIST**

REV. NO.	REMARKS	DATE
1	APPENDIX NO. 1 ISSUED FOR CONST. 7/19/97	9/16/96

KENNEDY PROJECT NO  
**KAI# 95083**

ISSUE DATE  
**AUGUST 16, 1996**

SHEET NO  
**A1-02**

# BUILDING SCHEDULE

BUILDING TYPE	QUANTITY	BUILDING NUMBER	TWO BEDROOM UNITS			THREE BEDROOM UNITS		FOUR BEDROOM UNITS		ACCESSIBLE ONE BEDROOM UNIT	ADAPTABLE ONE BEDROOM UNIT	ACCESSIBLE TWO BEDROOM UNIT	ACCESSIBLE THREE BEDROOM UNIT	BUILDING OUTLINE	TOTAL GROSS SQUARE FEET	
			1	1A	1B	2	2A	3	3A	4	4A	5	6			
UNIT SQUARE FEET			942	955	955	1,181	1,187	1,364	1,385	603	603	894	1,251			
TYPE - A (2) TWO BEDROOM UNITS (2) THREE BEDROOM UNITS	9	1-A	2			2									4,727	
		2-A	2			2										
		3-A	2			2										
		9-A	2			2										
		10-A	2			2										
		11-A	2			2										
		13-A	2			2										
		15-A	2			2										
		16-A	2			2										
TYPE - A1 (2) TWO BEDROOM UNITS (2) THREE BEDROOM UNITS	4	5-A1		2			2							4,762		
		6-A1		2			2									
		8-A1		2				2								
		12-A1		2				2								
TYPE - B (2) TWO BEDROOM UNITS (2) FOUR BEDROOM UNITS	2	4-B	2					2						5,085		
		7-B	2					2								
TYPE - C (2) TWO BEDROOM UNITS (2) ONE BEDROOM ACCESSIBLE UNIT	2	17-C		2						1	1			3,465		
		19-C		2						1	1					
TYPE - D (1) TWO BEDROOM UNIT (1) TWO BEDROOM ACCESSIBLE UNIT (1) FOUR BEDROOM UNIT (1) ONE BEDROOM UNIT	1	18-D			1			1			1	1		4,242		
TYPE - E (2) TWO BEDROOM UNITS (1) THREE BEDROOM UNIT (1) THREE BEDROOM ACCESSIBLE UNIT	1	14-E	2									1		4,785		
TOTALS	SUBTOTAL		24	12	1	18	9	4	1							
	TOTAL BUILDINGS		TOTAL TWO BEDRMS.			TOTAL THREE BEDRMS.		TOTAL FOUR BEDRMS.		TOTAL ACCESSIBLE ONE BEDROOMS	TOTAL ADAPTABLE ONE BEDROOMS	TOTAL ACCESSIBLE TWO BEDROOMS	TOTAL ACCESSIBLE THREE BEDROOMS	TOTAL UNITS		
		19	37			27		5		2	3	1	1	76		

NOTE: 1) UNIT SQUARE FOOTAGE DOES NOT INCLUDE EXTERIOR WALLS NOR DEMISING WALLS  
 2) SEE SHEET A3-12 FOR BUILDING NO. 20 - COMMUNITY CENTER

**KENNEDY**  
 KENNEDY ASSOCIATES/ARCHITECTS  
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 314-241-0100 - FAX 314-241-0125

**DALLAS HOUSING AUTHORITY**  
**DALLAS NORTH HOUSING**  
 FRANKFORD & MARSH LANE  
 DALLAS, TEXAS

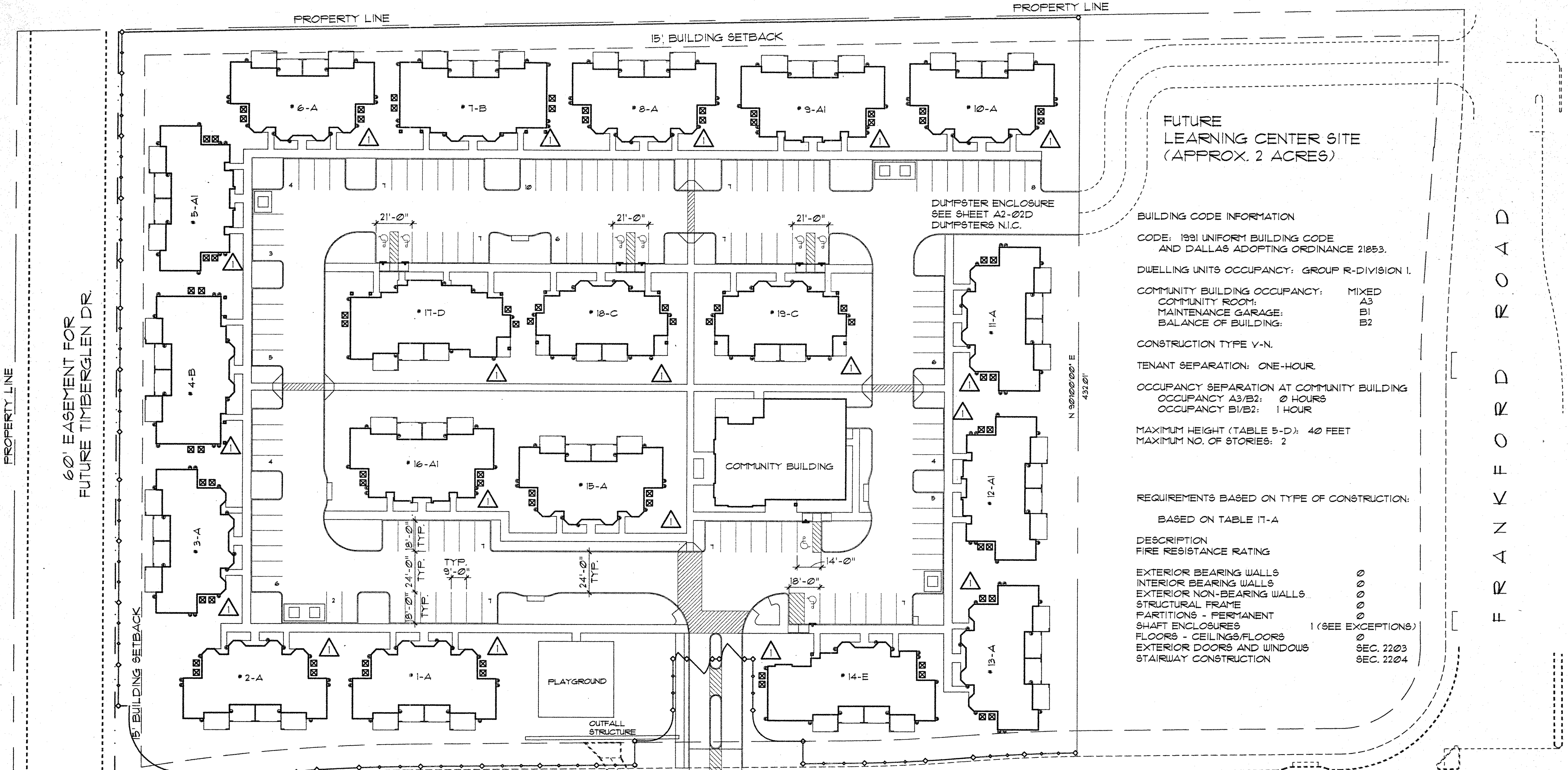
SHEET TITLE:  
**BUILDING TYPE SCHEDULE**

DATE	2/19/97
REMARKS	ISSUED FOR CONST.
REV. NO.	

KENNEDY PROJECT NO  
 KA# 85083

ISSUE DATE  
 AUGUST 16, 1996

SHEET NO  
**A1-04**



FUTURE LEARNING CENTER SITE (APPROX. 2 ACRES)

BUILDING CODE INFORMATION  
 CODE: 1991 UNIFORM BUILDING CODE AND DALLAS ADOPTING ORDINANCE 21853.  
 DWELLING UNITS OCCUPANCY: GROUP R-DIVISION 1.  
 COMMUNITY BUILDING OCCUPANCY: MIXED  
 COMMUNITY ROOM: A3  
 MAINTENANCE GARAGE: B1  
 BALANCE OF BUILDING: B2

CONSTRUCTION TYPE V-N.  
 TENANT SEPARATION: ONE-HOUR.  
 OCCUPANCY SEPARATION AT COMMUNITY BUILDING  
 OCCUPANCY A3/B2: 0 HOURS  
 OCCUPANCY B1/B2: 1 HOUR  
 MAXIMUM HEIGHT (TABLE 5-D): 40 FEET  
 MAXIMUM NO. OF STORIES: 2

REQUIREMENTS BASED ON TYPE OF CONSTRUCTION:  
 BASED ON TABLE IT-A

DESCRIPTION	FIRE RESISTANCE RATING
EXTERIOR BEARING WALLS	0
INTERIOR BEARING WALLS	0
EXTERIOR NON-BEARING WALLS	0
STRUCTURAL FRAME	0
PARTITIONS - PERMANENT	0
SHAFT ENCLOSURES	1 (SEE EXCEPTIONS)
FLOORS - CEILINGS/FLOORS	0
EXTERIOR DOORS AND WINDOWS	SEC. 2203
STAIRWAY CONSTRUCTION	SEC. 2204

OWNER: DALLAS HOUSING AUTHORITY  
 3939 N. HAMPTON ROAD  
 DALLAS, TEXAS 75212  
 (214) 951-8316  
 (214) 951-8492  
 CONTACT: TIMOTHY LOTT  
 DIRECTOR OF DEVELOPMENT AND PLANNING

ARCHITECT: KENNEDY ASSOCIATES, INC.  
 211 N. BROADWAY, SUITE 1900  
 ST. LOUIS, MO 63102  
 CONTACT: MARK CARPENTER  
 PROJECT MANAGER

PARKING CALCULATION

PARKING REQUIREMENTS FOR DWELLING UNITS (AREAS EXCLUDE EXTERIOR WALLS & PARTY WALLS)

UNIT DESIGNATION	SQUARE FOOTAGE	NO. OF CARS @ 500 SF/CAR	NO. OF UNITS	TOTAL NO. OF CARS
1	942	2	28	56.0
1A	955	2	8	16.0
1B	955	2	1	2.0
2	1,181	2.5	18	45.0
2A	1,181	2.5	9	22.5
3	1,364	2.5	4	10.0
3A	1,385	2.5	1	2.5
4	603	1	5	5.0
5	894	2	1	2.0
6	1,251	2.5	1	2.5
			76	163.5

FLOOR AREA OF COMMUNITY BUILDING: 4,540 SF. GROSS  
 \* PARKING SPACES PROVIDED: 119  
 VARIANCE REQUIRED: 45  
 OF THE ABOVE SPACES, 8 SPACES ARE HANDICAPPED PARKING SPACES

DWELLING UNITS SQUARE FOOTAGES (EXCLUDING EXTERIOR WALLS AND UNIT SEPARATION WALLS)

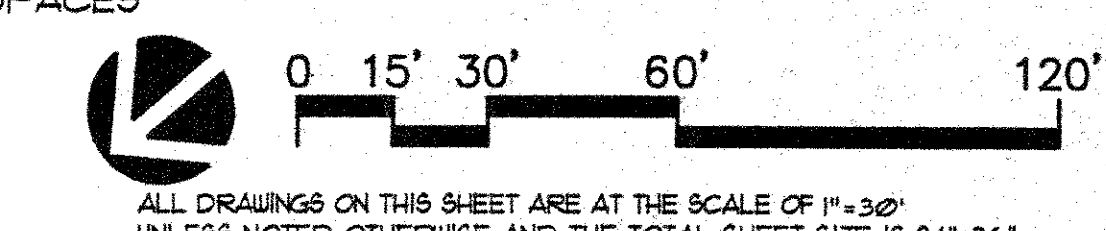
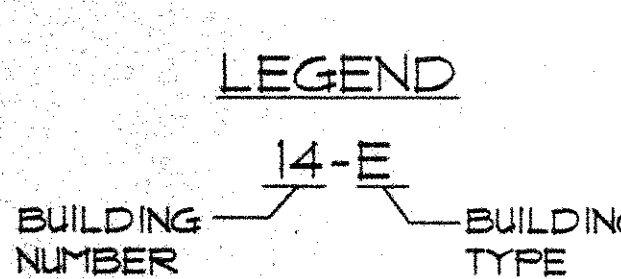
UNIT TYPE	QUANTITY	SQUARE FOOTAGE	REMARKS
1	24	942	2-STORY
1A	12	955	2-STORY
1B	1	955	2-STORY
2	18	1,181	2-STORY
2A	9	1,181	2-STORY
3	4	1,364	2-STORY
3A	1	1,385	2-STORY
4	2	603	H.C. ACCESSIBLE/1 STORY
4A	3	603	H.C. ADAPTABLE/1 STORY
5	1	894	H.C. ACCESSIBLE/1 STORY
6	1	1,251	H.C. ACCESSIBLE/1 STORY

BUILDING TYPES

BUILDING TYPE	QUANTITY	GROSS SQUARE FEET	SUBTOTAL
A	9	4,121	42,543
AI	4	4,162	16,648
B	2	5,085	10,170
C	2	3,465	6,930
D	1	4,242	4,242
E	1	4,185	4,185
SUB-TOTAL APARTMENTS	-	-	81,718
COMMUNITY BUILDING	1	4,540	4,540
TOTAL	-	-	92,258

UNIT TYPES PER BUILDING

- (2) TYPE 1, (2) TYPE 2
- (2) TYPE 1A, (2) TYPE 2A
- (2) TYPE 1, (2) TYPE 3
- (2) TYPE 1, (1) TYPE 4, (1) TYPE 4A
- (1) TYPE 1B, (1) TYPE 3A,
- (1) TYPE 4A, (1) TYPE 5
- (2) TYPE 1, (1) TYPE 2A, (1) TYPE 6



KENNEDY ASSOCIATES/ARCHITECTS  
 URBAN RESOURCE GROUP  
 ALLIANCE ARCHITECTS  
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DALLAS HOUSING AUTHORITY  
 DALLAS NORTH HOUSING  
 FRANKFORD & MARSH LANE  
 DALLAS, TEXAS

SHEET TITLE:  
 SITE PLAN AND CODE DATA

REV. NO.	DATE	REMARKS
1	9/6/96	APPENDIX NO. 1 ISSUED FOR CONSTRUCTION 2/19/97

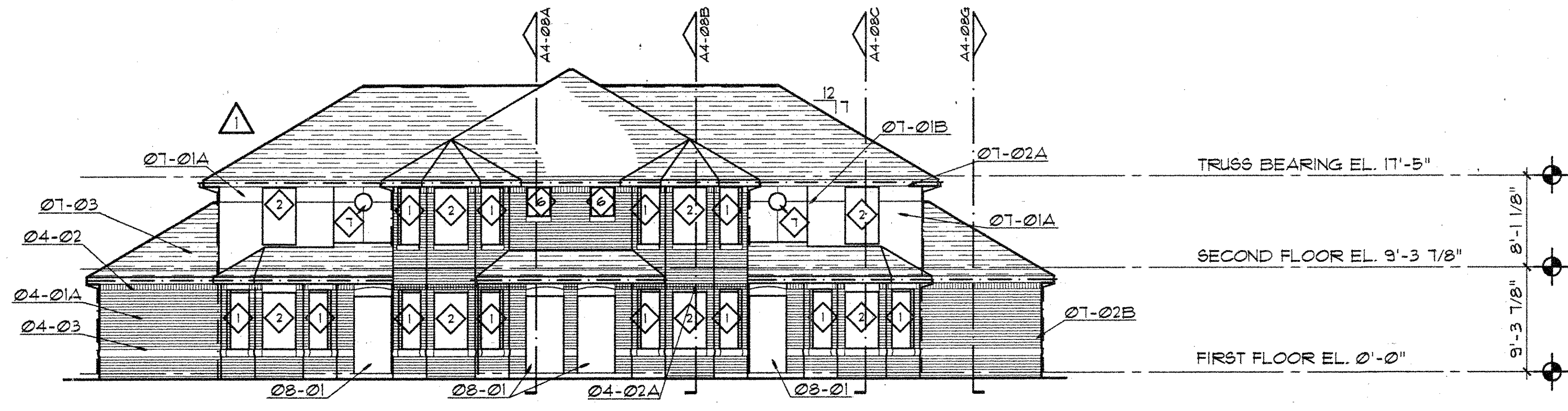
KENNEDY PROJECT NO  
 KA# 95083

ISSUE DATE  
 AUGUST 16, 1996

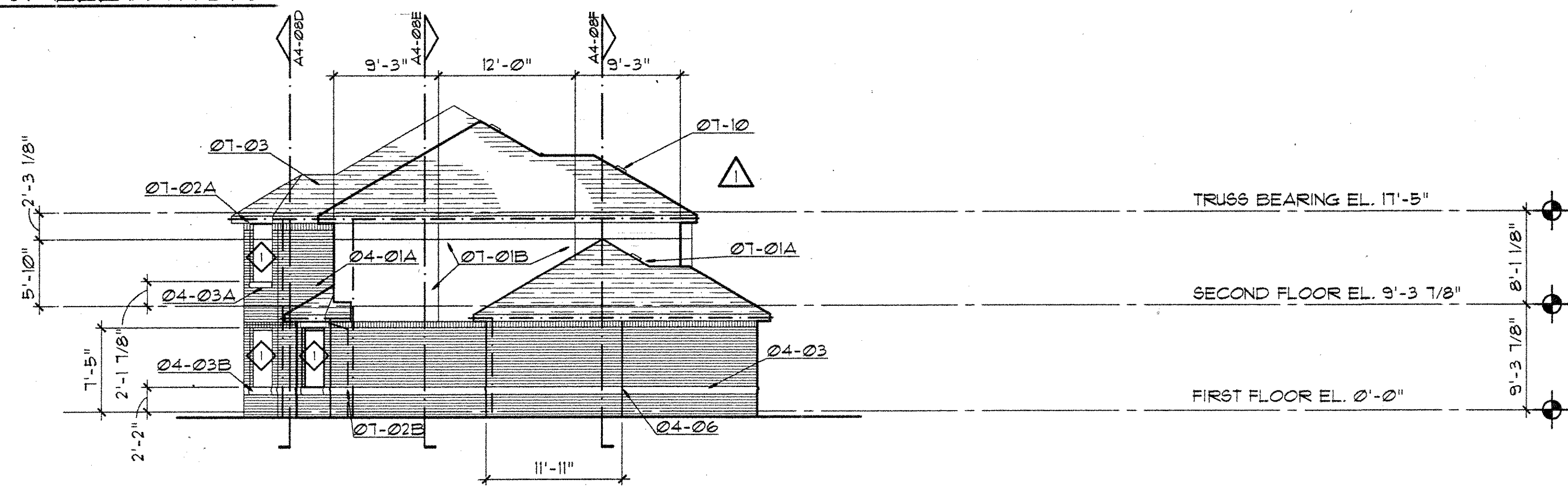
SHEET NO  
**A2-01**

<b>BUILDING</b>	<b># OF MASONRY BLOCKS TO REPLACE</b>
1	19
2	5
3	16
4	16
5	23
6	8
7	3
8	13
9	4
10	10
11	26
12	20
13	15
14	40
15	7
16	13
17	15
18	17
19	15
OFFICE	13

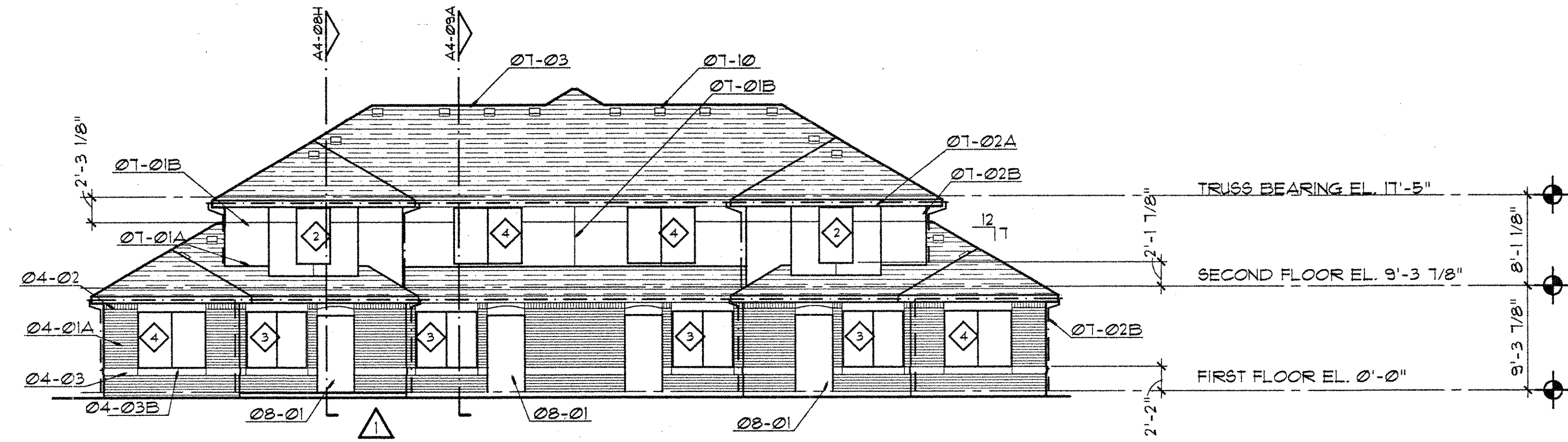
**Masonry blocks spray painted with a yellow mark have been verified by DHA for replacement.**



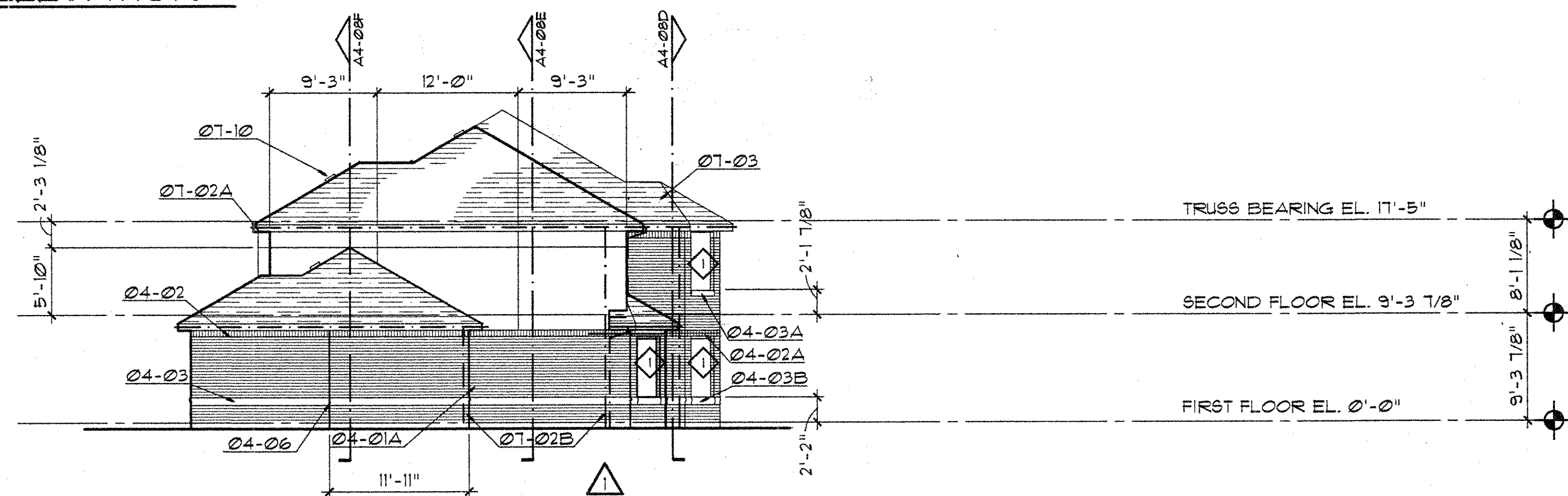
**A FRONT ELEVATION**



**B SIDE ELEVATION**



**C REAR ELEVATION**



**D SIDE ELEVATION**

**KEYED NOTES:**

- 04-01A KING SIZE FACE BRICK
- 04-02 KING SIZE FACE BRICK SOLDIER COURSE
- 04-02A KING SIZE FACE BRICK HEADER COURSE - 2 COURSES
- 04-03 1 5/8" X 3" X 9 5/8" CAST STONE
- 04-03A 5 5/8" X 4 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL A5-01U
- 04-03B 1 5/8" X 4 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL A5-01V
- 04-06 MASONRY EXPANSION JOINT
- 01-01A EXTERIOR INSULATION FINISH SYSTEM(EIFS)
- 01-01B EXTERIOR INSULATION FINISH SYSTEM REVEAL
- 01-02A 5" X 4" METAL GUTTER
- 01-02B 4" X 5" METAL DOWNSPOUT
- 01-03 ASPHALT SHINGLES
- 01-10 ROOF VENT
- 08-01 6 PANEL INSULATED METAL DOOR

**KENNEDY**  
 KENNEDY ASSOCIATES/ARCHITECTS  
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 IBRAHIM ENGINEERING

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 St. Louis, Missouri 63102  
 314-241-8188-FAX 314-241-0128

**DALLAS HOUSING AUTHORITY**  
**DALLAS NORTH HOUSING**  
 FRANKFORD & MARSH LANE  
 DALLAS, TEXAS

SHEET TITLE:  
**BUILDING TYPE A**  
**ELEVATIONS**

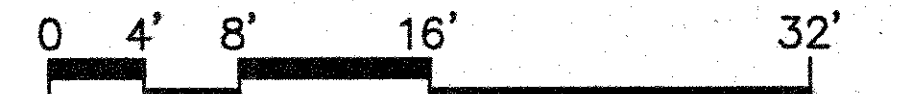
REV. NO.	DATE	REMARKS
1	9/6/96	APPENDIX NO. 1
2	2/19/97	ISSUED FOR CONST.

KENNEDY PROJECT NO  
 KAI- 95083

ISSUE DATE  
 AUGUST 16, 1996

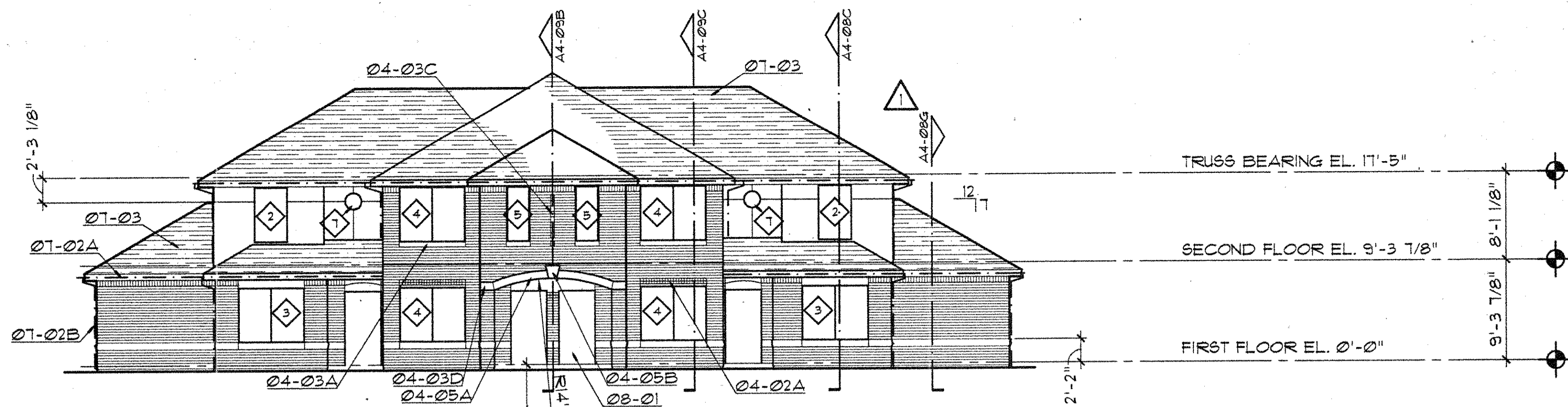
SHEET NO

**A4-01**

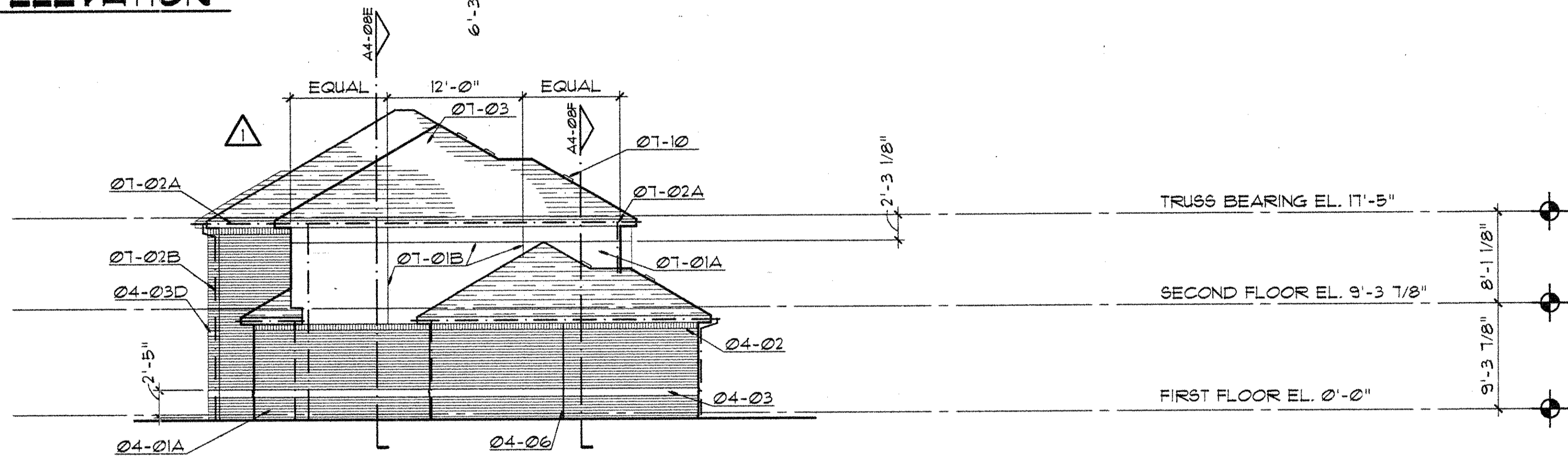


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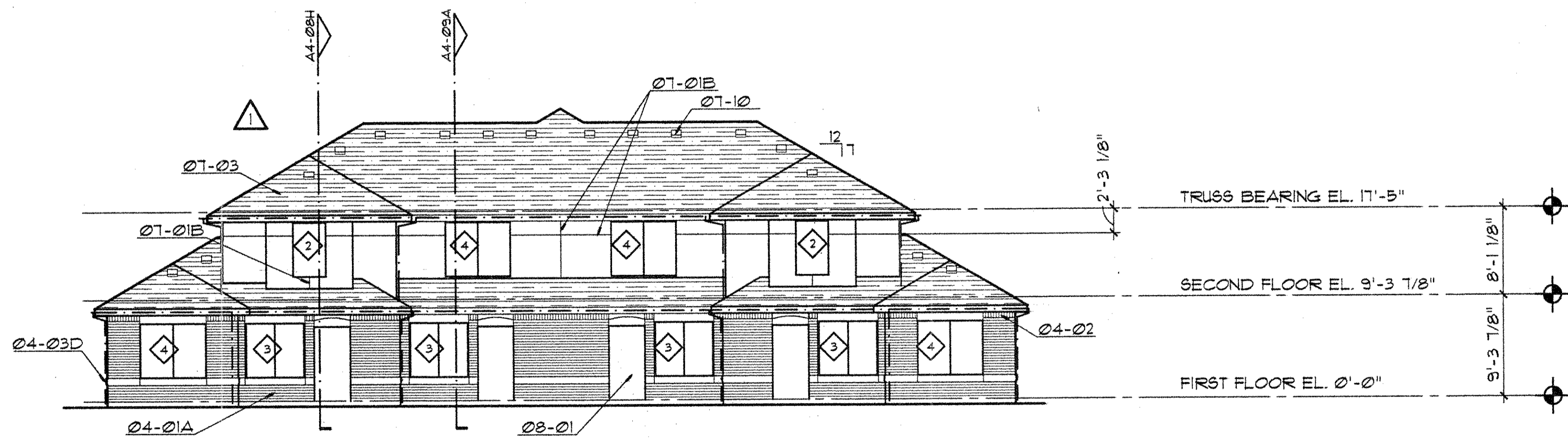




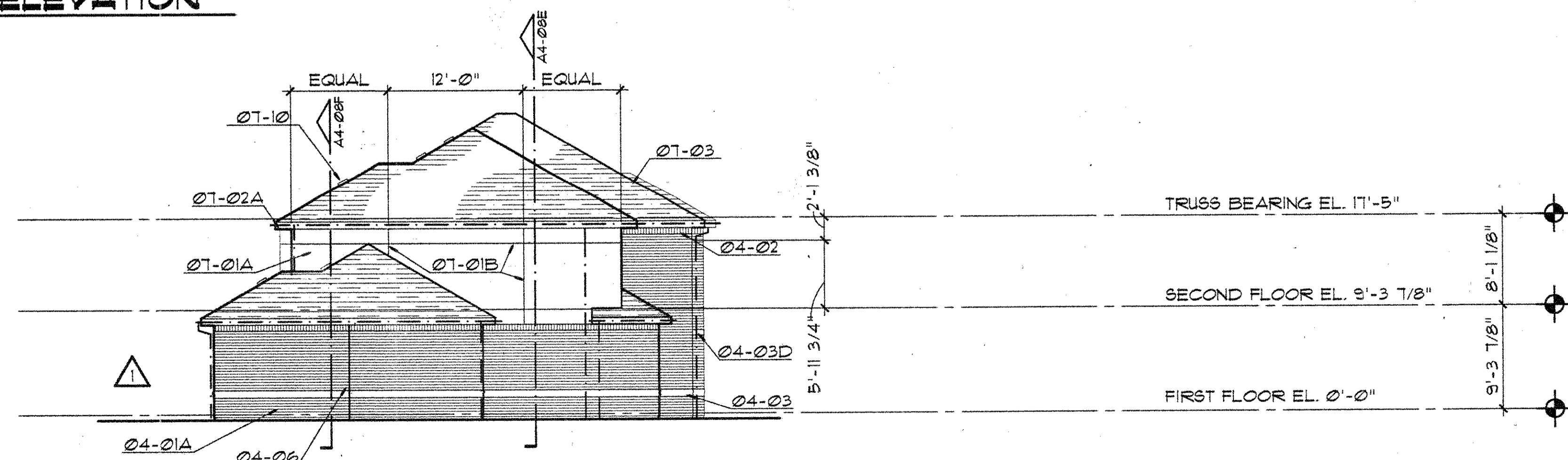
**A FRONT ELEVATION**



**B SIDE ELEVATION**



**C REAR ELEVATION**



**D SIDE ELEVATION**

**KEYED NOTES:**

- 04-01A KING SIZE FACE BRICK
- 04-02 KING SIZE FACE BRICK SOLDIER COURSE
- 04-02A KING SIZE FACE BRICK HEADER COURSE - 2 COURSES
- 04-03 1 5/8" X 3" X 3 5/8" CAST STONE
- 04-03A 5 5/8" X 4 5/8" X 3 5/8" CAST STONE SILL SEE DETAIL A5-01U
- 04-03C 5 5/8" X 3" X 3 5/8" CAST STONE SEE DETAIL A5-01R
- 04-03D 8 5/8" X 3" X 8 5/8" CAST STONE
- 04-05A 8 5/8" X 3" X 3 5/8" CAST STONE ARCH
- 04-05B 4" THICK CAST STONE KEYSTONE SEE DETAIL A5-01T
- 04-06 MASONRY EXPANSION JOINT
- 01-01A EXTERIOR INSULATION FINISH SYSTEM(EIFS)
- 01-01B EXTERIOR INSULATION FINISH SYSTEM REVEAL
- 01-02A 5" X 4" METAL GUTTER
- 01-02B 4" X 5" METAL DOWNSPOUT
- 01-03 ASPHALT SHINGLES
- 01-10 ROOF VENT
- 08-01 6 PANEL INSULATED METAL DOOR

**DALLAS HOUSING AUTHORITY**  
**DALLAS NORTH HOUSING**  
 FRANKFORD & MARSH LANE  
 DALLAS, TEXAS

SHEET TITLE:  
**BUILDING TYPE A1**  
**ELEVATIONS**

REV. NO.	REMARKS	DATE
1	ISSUED FOR CONST.	2/9/97
2		
3		
4		
5		

KENNEDY PROJECT NO  
**KAI# 95083**

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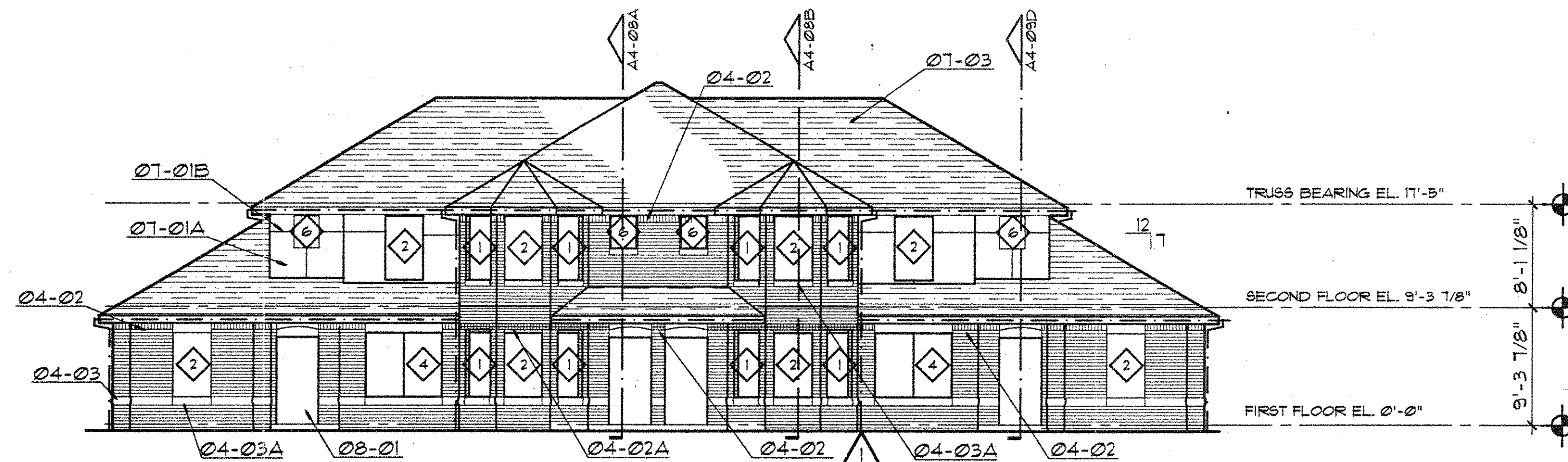
SHEET NO

**A4-02**

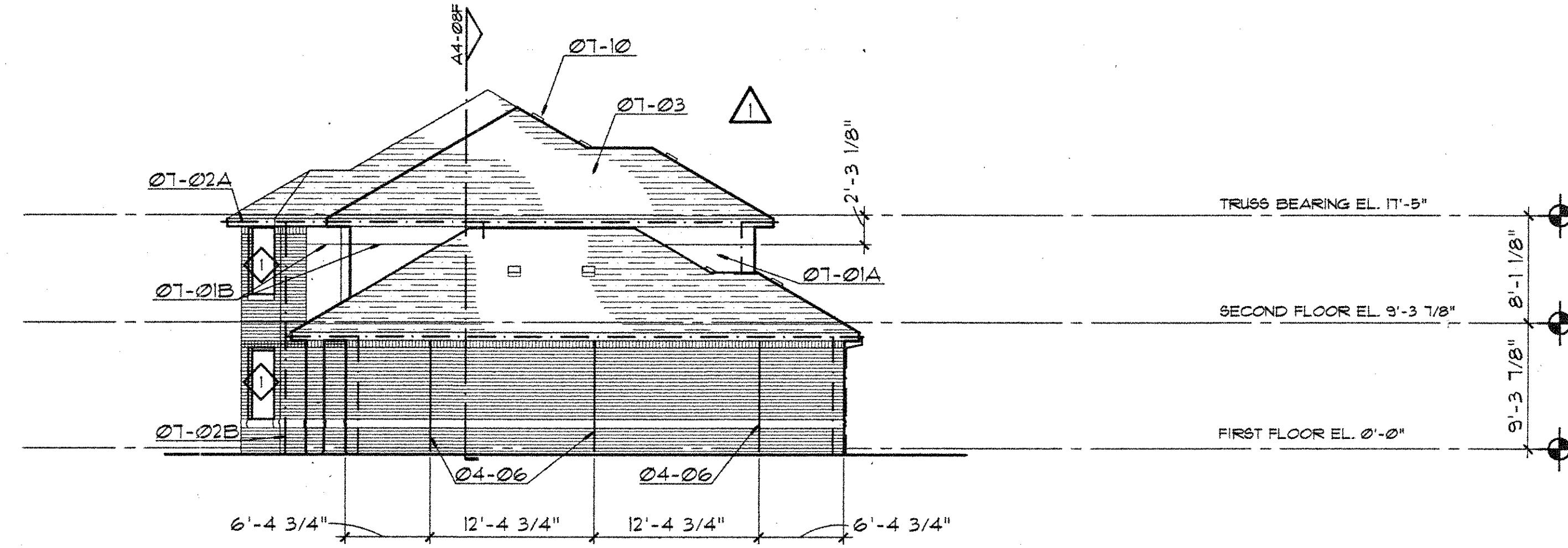


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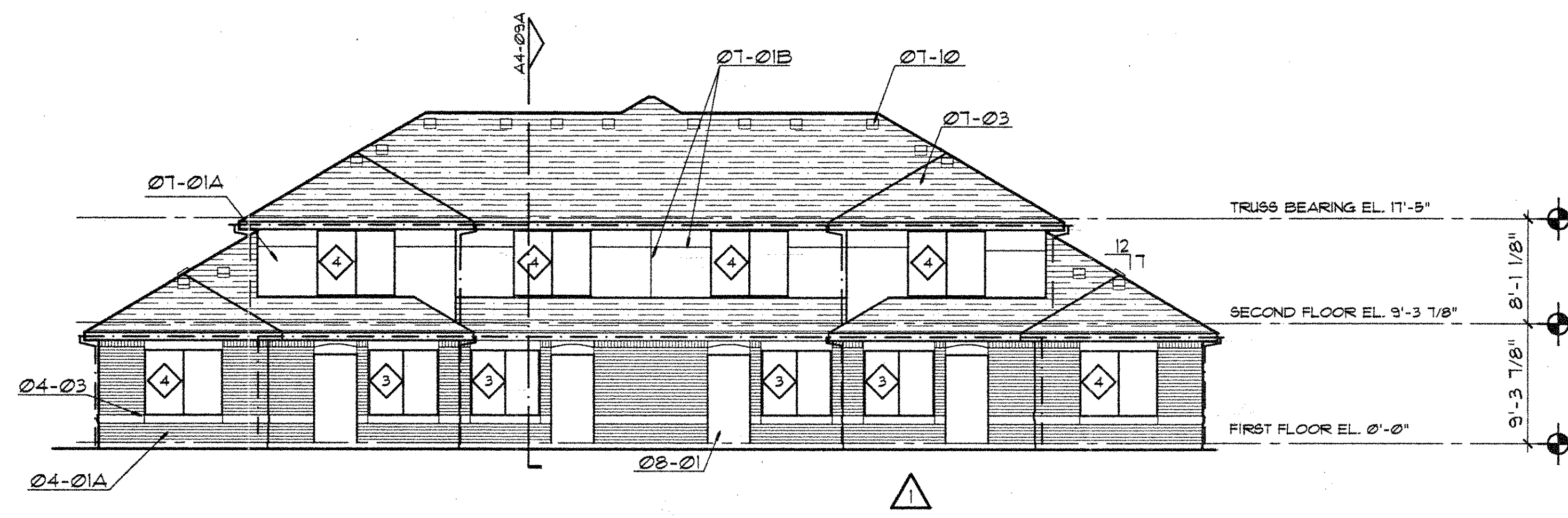
**KENNEDY**  
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 URBAN RESOURCE GROUP  
 ALLIANCE ARCHITECTS  
 IBRAHIM ENGINEERING  
 211 North Broadway - Suite 1900  
 Dallas, Texas 75201  
 817-241-0188 - FAX 817-241-0126



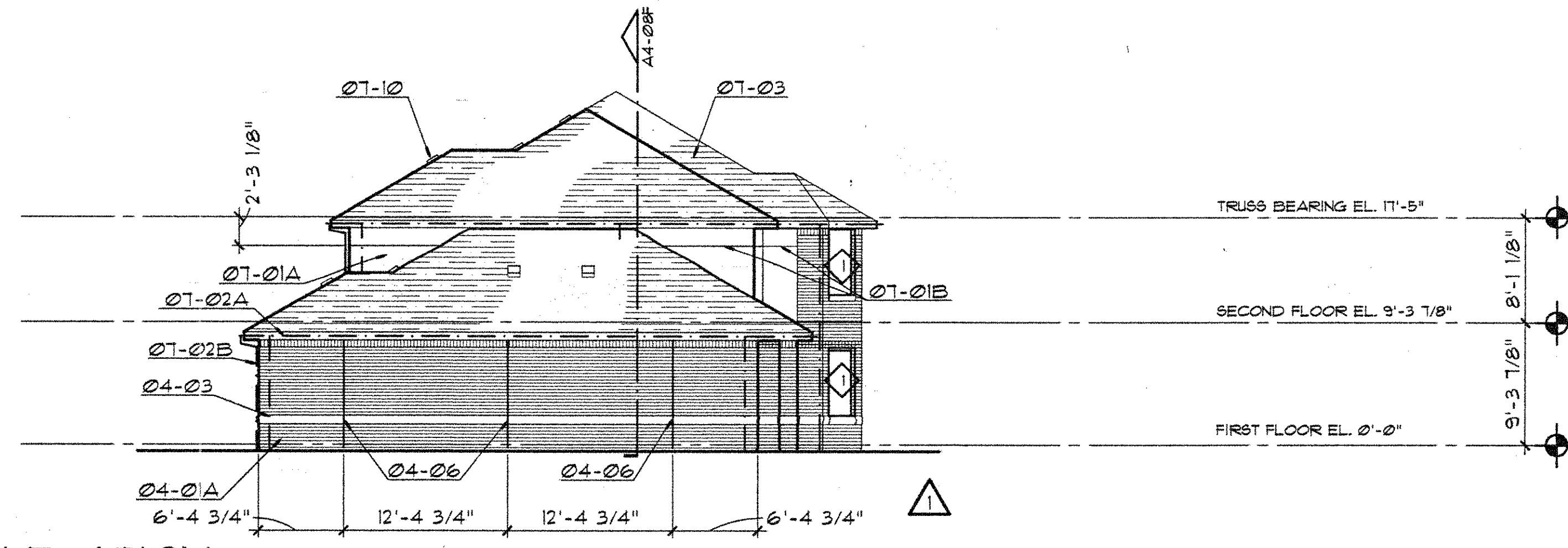
**A FRONT ELEVATION**



**B SIDE ELEVATION**



**C REAR ELEVATION**



**D SIDE ELEVATION**

**KEYED NOTES:**

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- 04-02A KING SIZE FACE BRICK HEADER COURSE - 2 COURSES
- 04-03 1 5/8" X 3" X 9 5/8" CAST STONE
- 04-03A 5 5/8" X 4 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL AS-01U
- 04-06 MASONRY EXPANSION JOINT
- 07-01A EXTERIOR INSULATION FINISH SYSTEM(EIFS)
- 07-01B EXTERIOR INSULATION FINISH SYSTEM REVEAL
- 07-03 ASPHALT SHINGLES
- 07-10 ROOF VENT
- 08-01 6 PANEL INSULATED METAL DOOR

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 URBAN RESOURCE GROUP  
 ALLIANCE ARCHITECTS  
 IBRAHIM ENGINEERING  
 21 North Broadway, Suite 1900  
 Dallas, TX 75201  
 314-241-9888 FAX 314-241-0125

**DALLAS HOUSING AUTHORITY**  
**DALLAS NORTH HOUSING**  
 FRANKFORD & MARSH LANE  
 DALLAS, TEXAS

SHEET TITLE  
**BUILDING TYPE B**  
**ELEVATIONS**

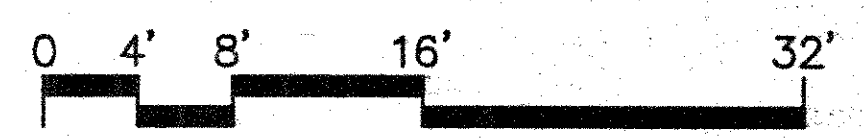
REV. NO.	REMARKS	DATE
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2		2/19/97

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ISSUE DATE  
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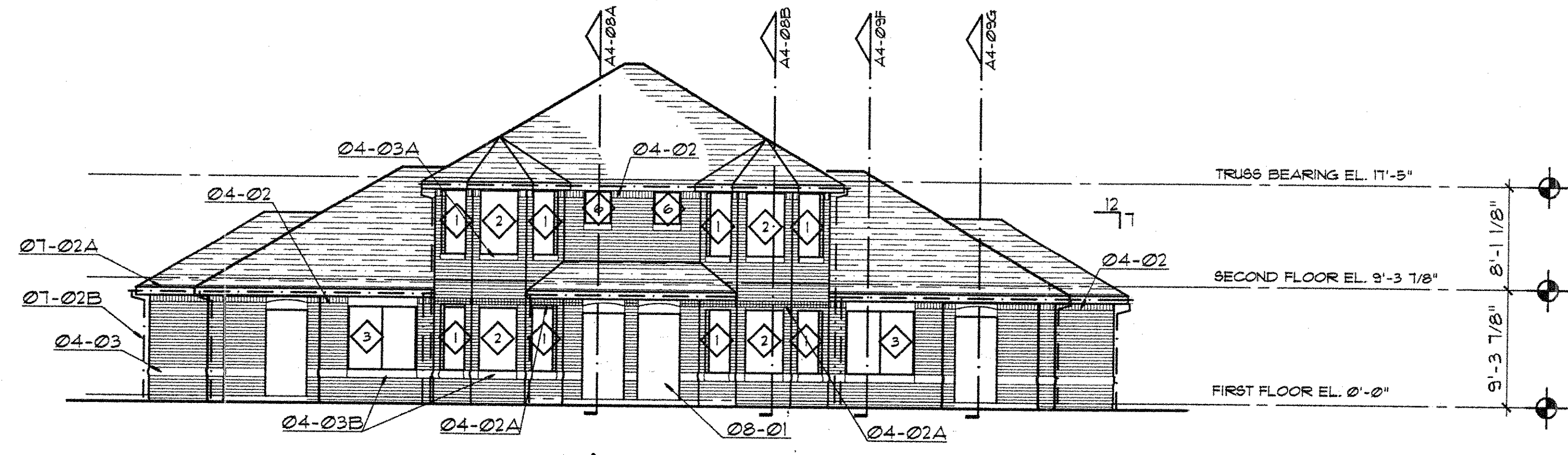
**A4-03**



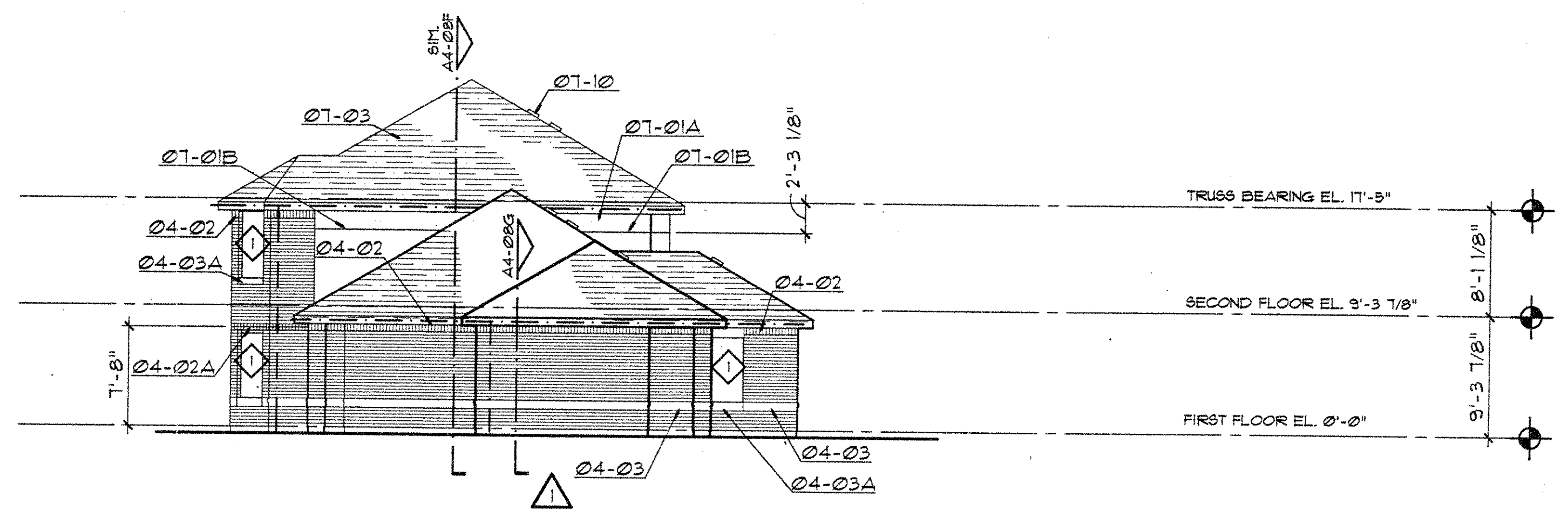
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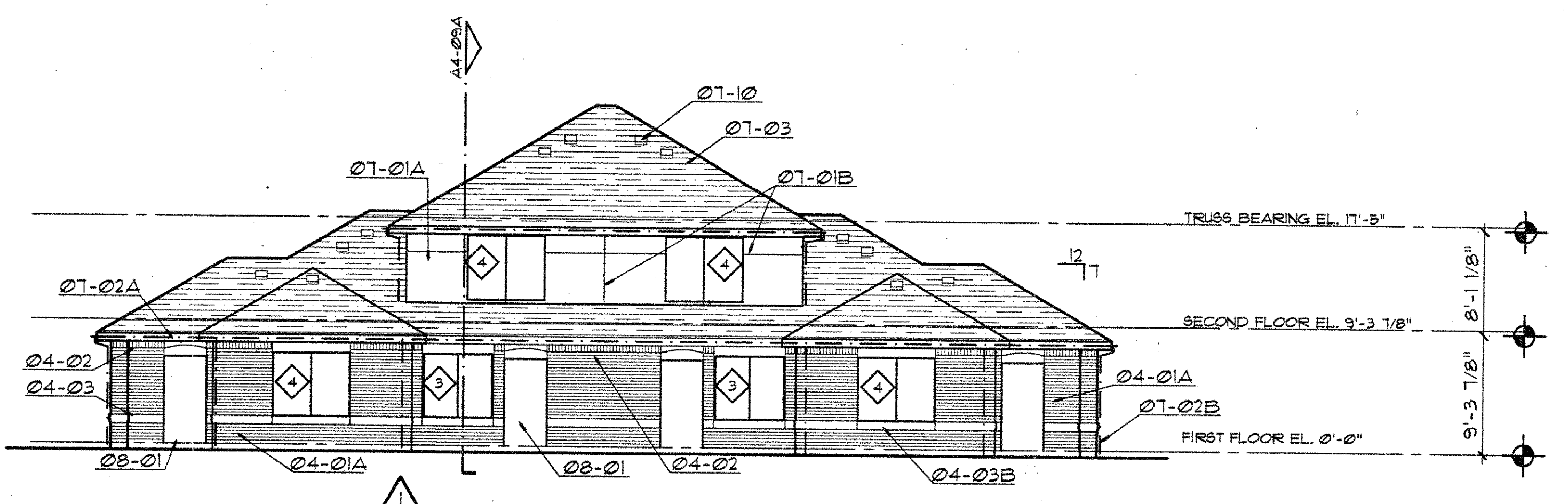
- 04-01A KING SIZE FACE BRICK
- 04-02 KING SIZE FACE BRICK SOLDIER COURSE
- 04-02A KING SIZE FACE BRICK HEADER COURSE - 2 COURSES
- 04-03 7 5/8" X 3" X 9 5/8" CAST STONE
- 04-03A 5 5/8" X 4 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL A5-0IU
- 04-03B 7 5/8" X 4 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL A5-0IV
- 07-01A EXTERIOR INSULATION FINISH SYSTEM (EIFS)
- 07-01B EXTERIOR INSULATION FINISH SYSTEM REVEAL
- 07-02A 5" X 4" METAL GUTTER
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- 07-10 ROOF VENT
- 08-01 6 PANEL INSULATED METAL DOOR



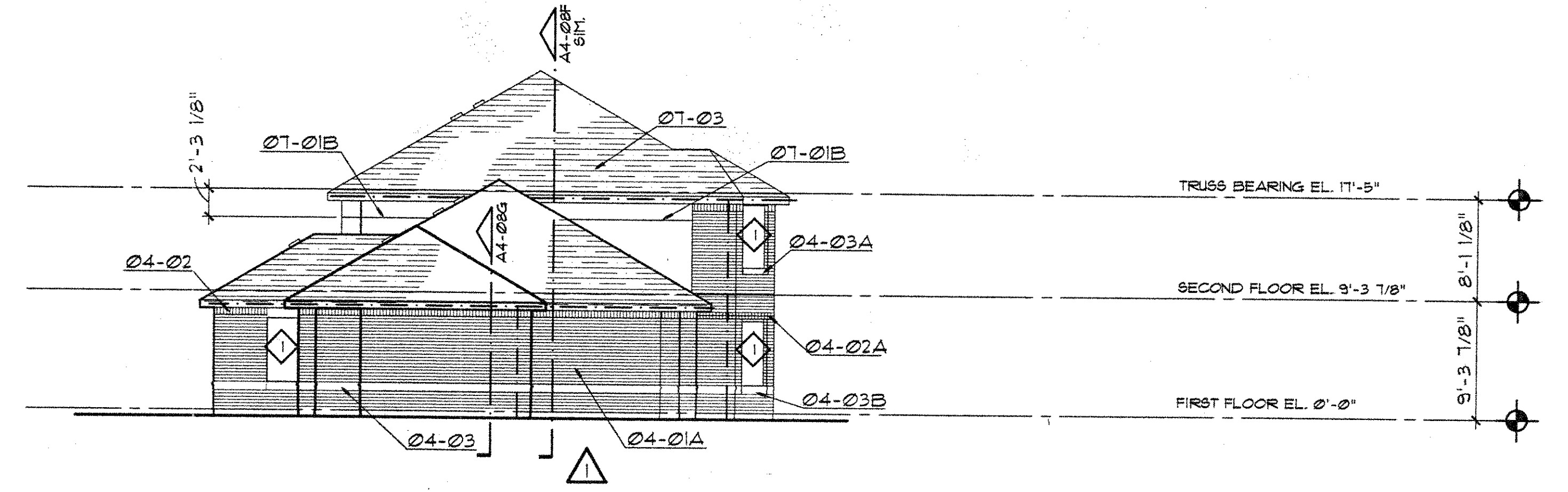
**A FRONT ELEVATION**



**B SIDE ELEVATION**



**C REAR ELEVATION**



**D SIDE ELEVATION**

**KENNEDY**  
 KENNEDY ASSOCIATES/ARCHITECTS  
 URBAN RESOURCE GROUP  
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 Ibrahimi Engineering

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 314-241-8888 FAX 314-241-0155

**DALLAS HOUSING AUTHORITY  
 DALLAS NORTH HOUSING  
 FRANKFORD & MARSH LANE  
 DALLAS, TEXAS**

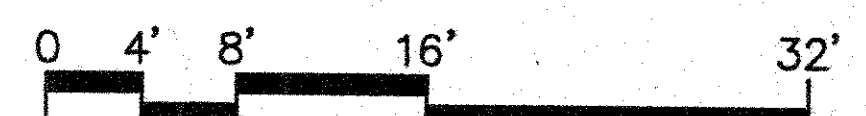
SHEET TITLE:  
**BUILDING TYPE C  
 ELEVATIONS**

REV. NO.	REMARKS	DATE
1	ISSUED FOR CONST.	2/19/97

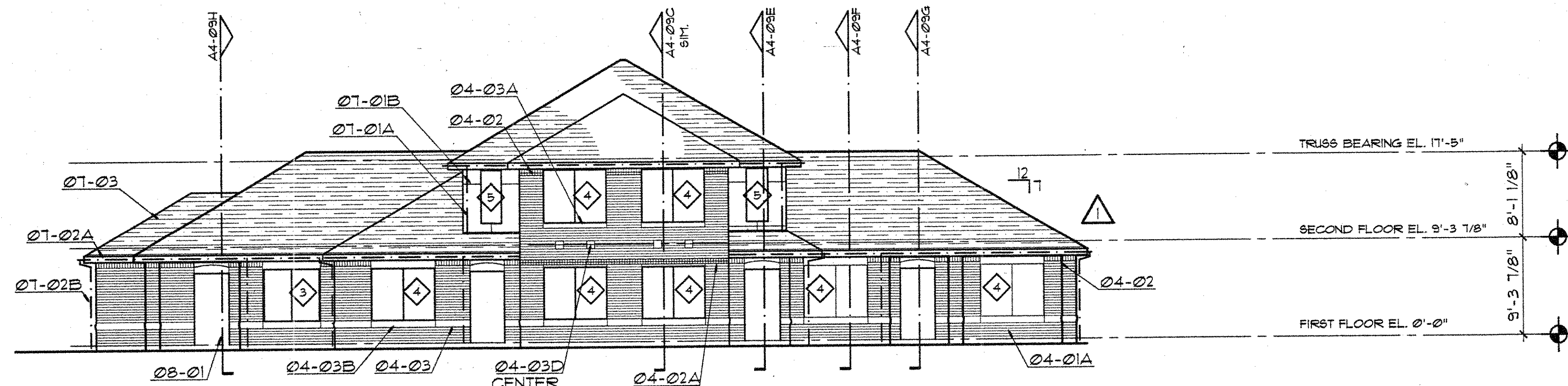
KENNEDY PROJECT NO  
**KA# 85083**

ISSUE DATE  
**AUGUST 16, 1996**

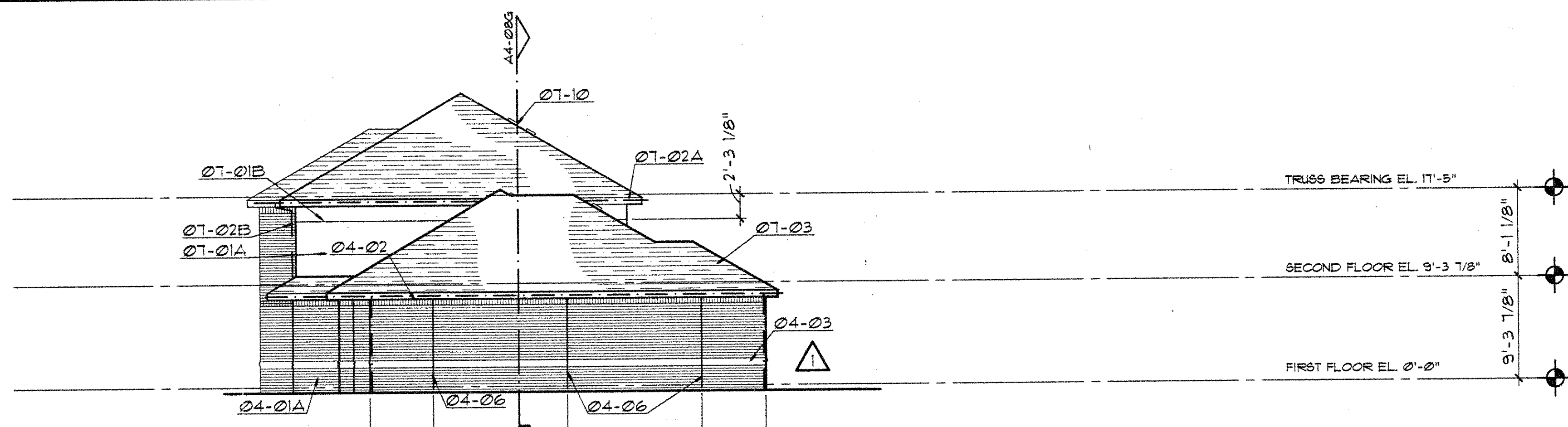
SHEET NO  
**A4-04**



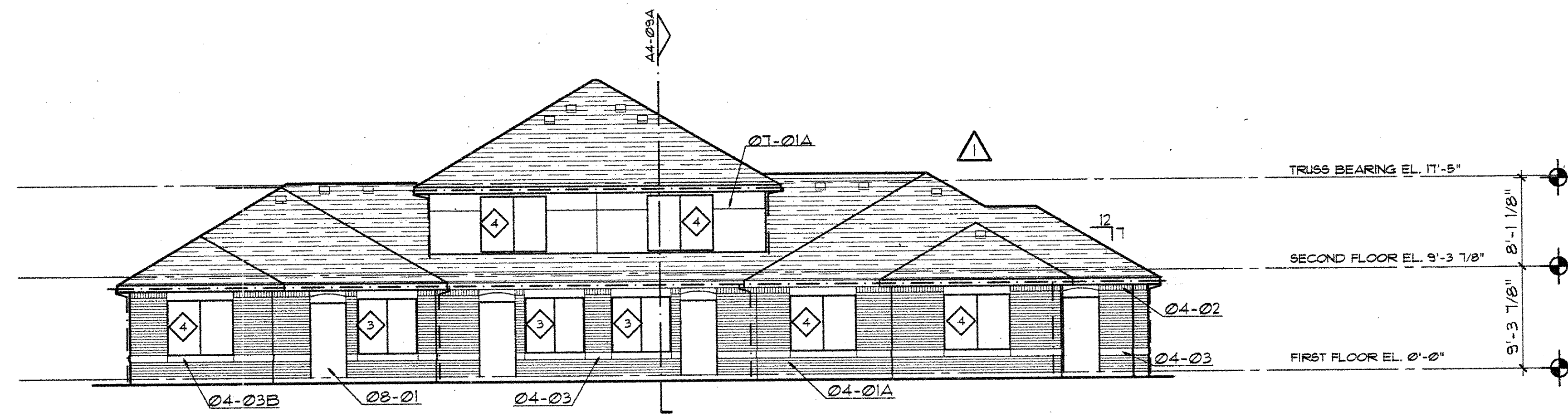
ALL DRAWINGS ON THIS SHEET ARE AT THE SCALE OF 1/8"=1'-0"  
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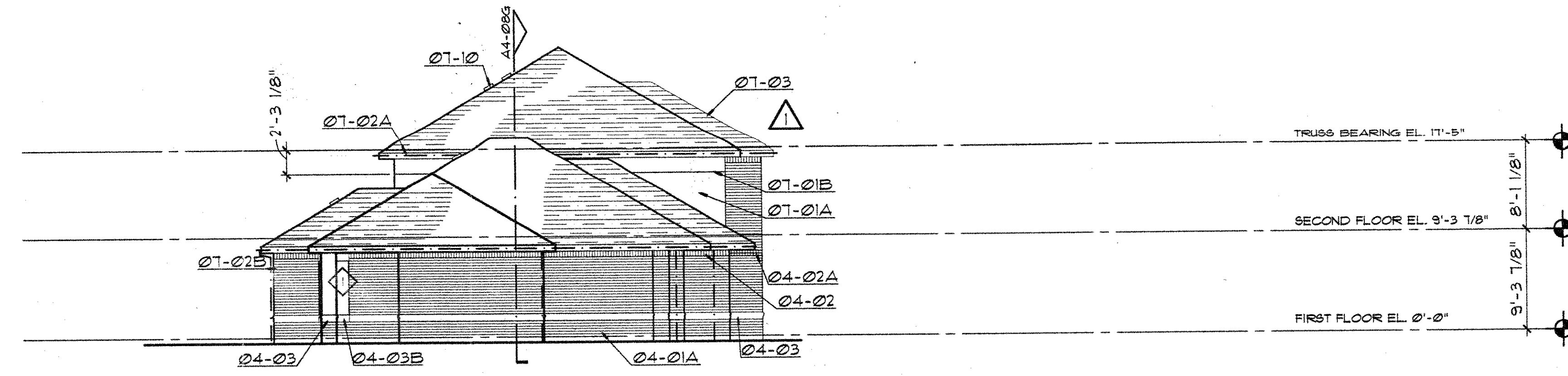
**A FRONT ELEVATION**



**B RIGHT SIDE ELEVATION**



**C REAR ELEVATION**



**D LEFT SIDE ELEVATION**

**KEYED NOTES:**

- 04-01A KING SIZE FACE BRICK
- 04-02 KING SIZE FACE BRICK  
SOLDIER COURSE
- 04-02A KING SIZE FACE BRICK  
HEADER COURSE -  
2 COURSES
- 04-03 1 5/8" X 3" X 9 5/8"  
CAST STONE
- 04-03A 5 5/8" X 4 5/8" X 9 5/8"  
CAST STONE SILL SEE  
DETAIL A5-01U
- 04-03B 1 5/8" X 4 5/8" X 9 5/8"  
CAST STONE SILL SEE  
DETAIL A5-01V
- 04-03D 8 5/8" X 3" X 8 5/8"  
CAST STONE
- 04-06 MASONRY EXPANSION JOINT
- 07-01A EXTERIOR INSULATION  
FINISH SYSTEM(EIFS)
- 07-01B EXTERIOR INSULATION  
FINISH SYSTEM REVEAL
- 07-02A 5" X 4" METAL GUTTER
- 07-02B 4" X 5" METAL DOWNSPOUT
- 07-03 ASPHALT SHINGLES
- 07-10 ROOF VENT
- 08-01 6 PANEL INSULATED METAL  
DOOR

**DALLAS HOUSING AUTHORITY  
DALLAS NORTH HOUSING  
FRANKFORD & MARSH LANE  
DALLAS, TEXAS**

**SHEET TITLE:  
BUILDING TYPE D  
ELEVATIONS**

REV. NO.	REMARKS	DATE
1	ADDENDUM NO. 1 ISSUED FOR CONST.	9/6/96 2/19/97

**KENNEDY PROJECT NO  
KAJ= 95083**

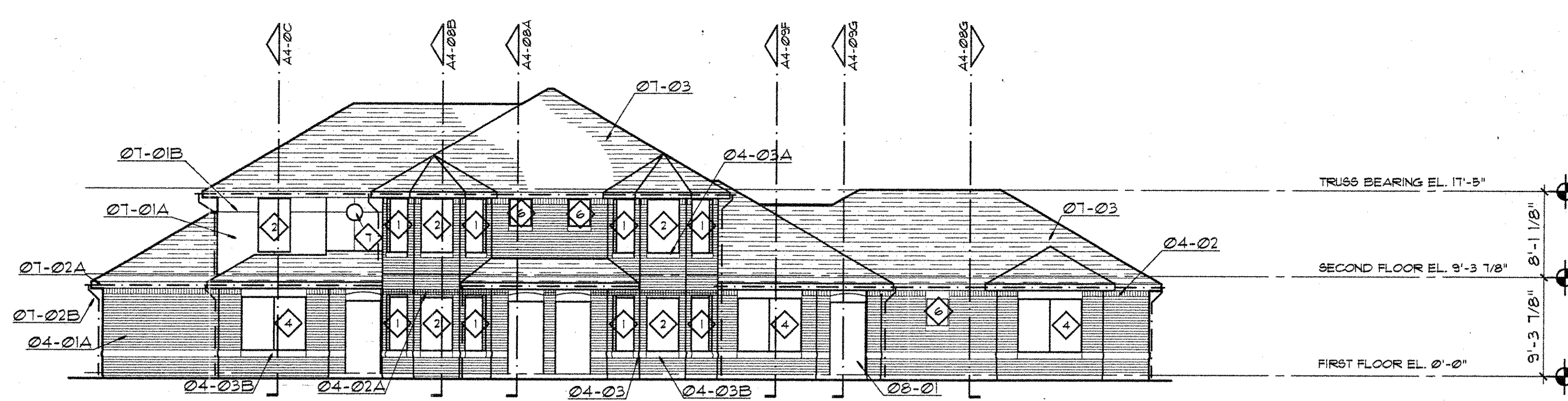
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AUGUST 16, 1996**

**SHEET NO**

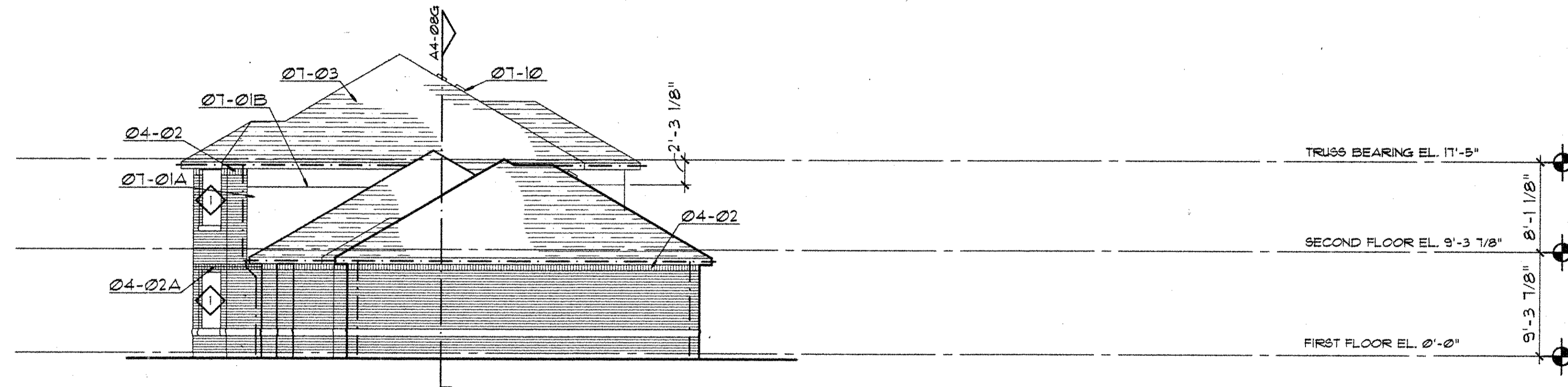
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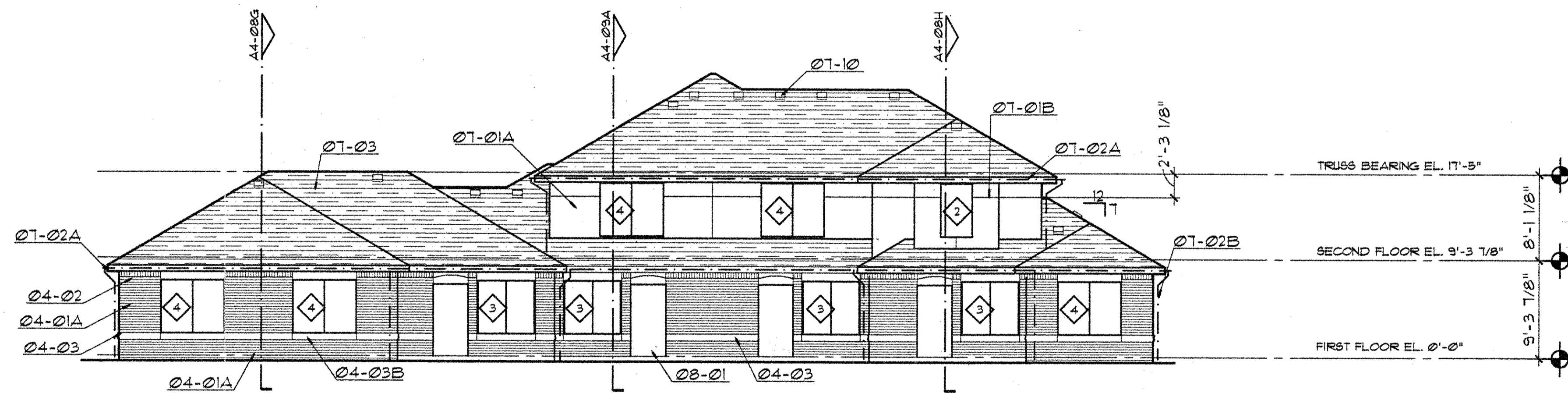
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UNLESS NOTED OTHERWISE AND THE TOTAL SHEET SIZE IS 24"x36"



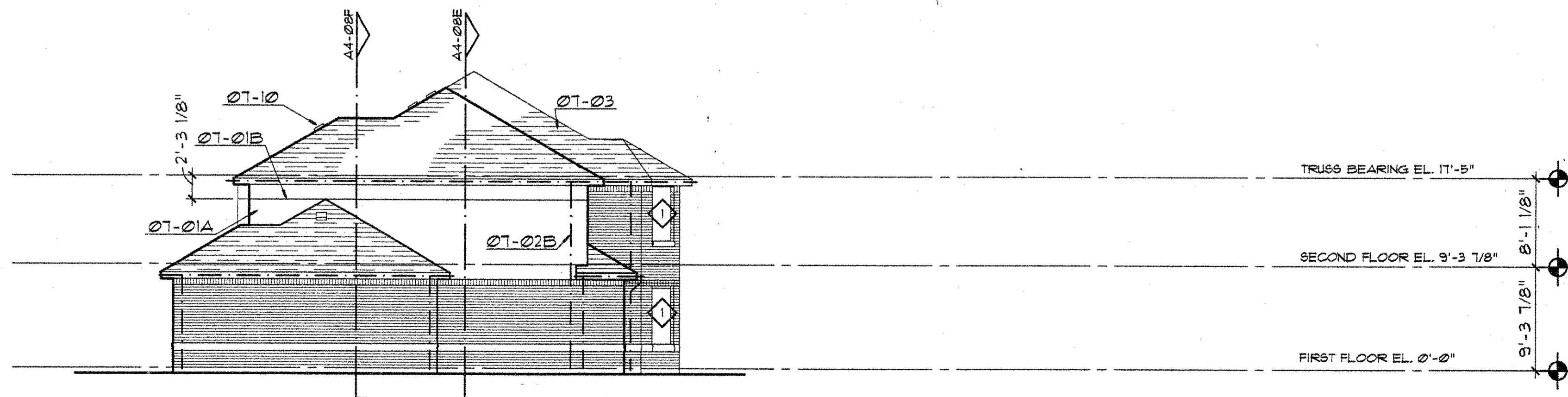
**A FRONT ELEVATION**



**B SIDE ELEVATION**



**C REAR ELEVATION**



**D SIDE ELEVATION**

**KEYED NOTES:**

- 04-01A KING SIZE FACE BRICK
- 04-02 KING SIZE FACE BRICK SOLDIER COURSE
- 04-02A KING SIZE FACE BRICK HEADER COURSE - 2 COURSES
- 04-03 1 5/8" X 3" X 9 5/8" CAST STONE
- 04-03A 5 5/8" X 4 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL A5-01U
- 04-03B 1 5/8" X 4 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL A5-01V
- 07-01A EXTERIOR INSULATION FINISH SYSTEM(EIFS)
- 07-01B EXTERIOR INSULATION FINISH SYSTEM REVEAL
- 07-02A 5" X 4" METAL GUTTER
- 07-02B 4" X 5" METAL DOWNSPOUT
- 07-03 ASPHALT SHINGLES
- 07-10 ROOF VENT
- 08-01 6 PANEL INSULATED METAL DOOR

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 IBRAHIM ENGINEERING

**DALLAS HOUSING AUTHORITY**  
**DALLAS NORTH HOUSING**  
 FRANKFORD & MARSH LANE  
 DALLAS, TEXAS

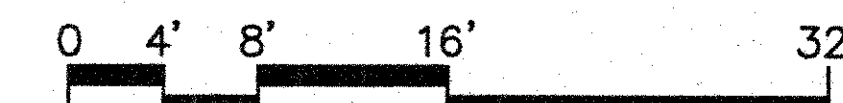
SHEET TITLE:  
**BUILDING TYPE E**  
**ELEVATIONS**

REV. NO.	REMARKS	DATE
1	ISSUED FOR CONST.	2/19/97
2	APPENDIX NO. 1	9/16/96

KENNEDY PROJECT NO  
 KA# 85083

ISSUE DATE  
 AUGUST 16, 1996

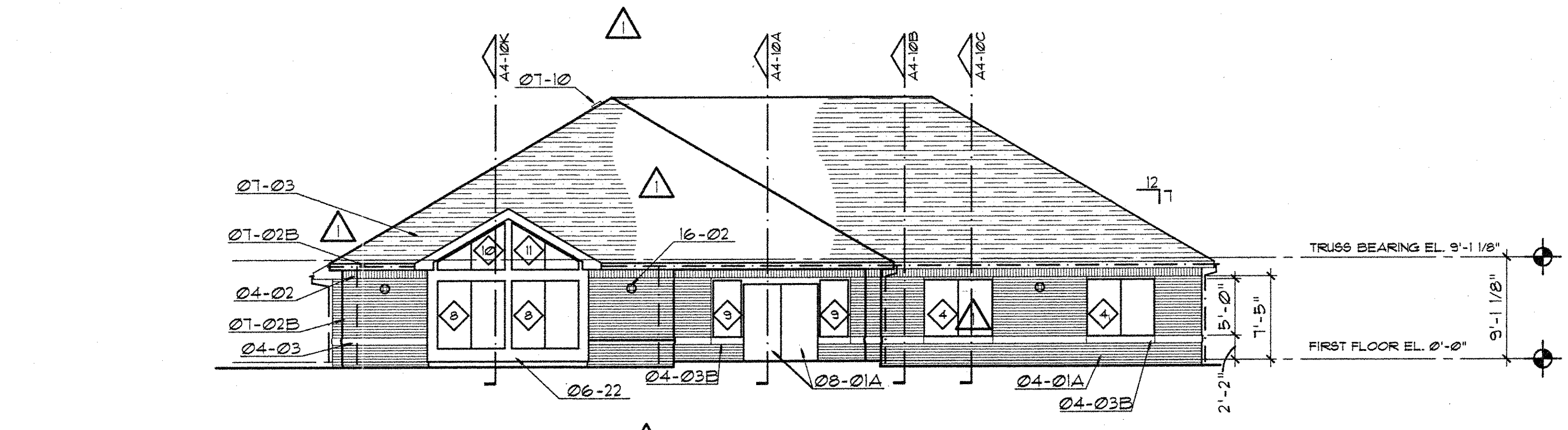
SHEET NO  
**A4-06**



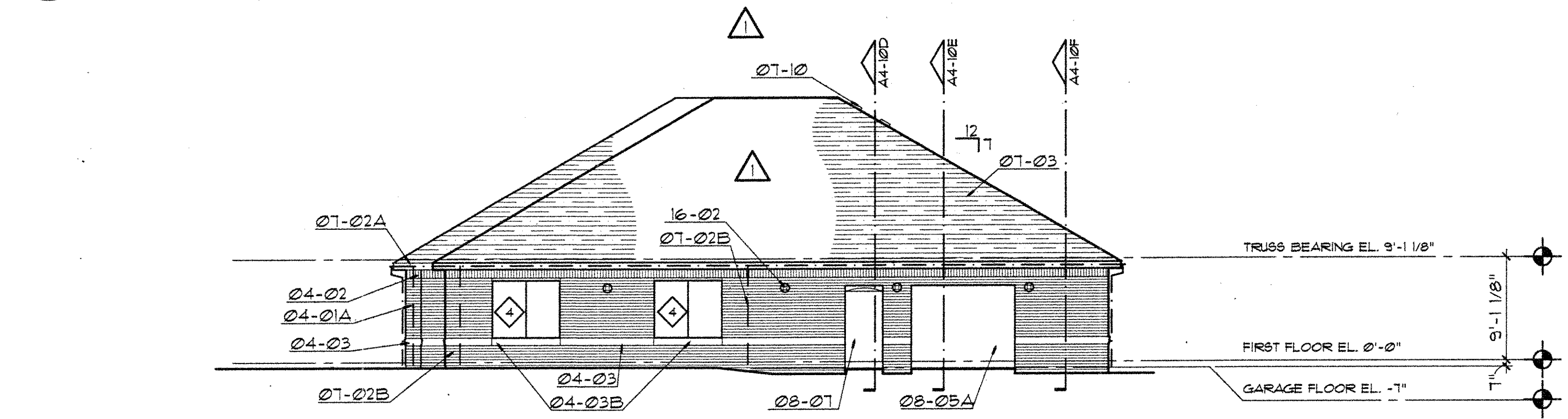
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**KEYED NOTES:**

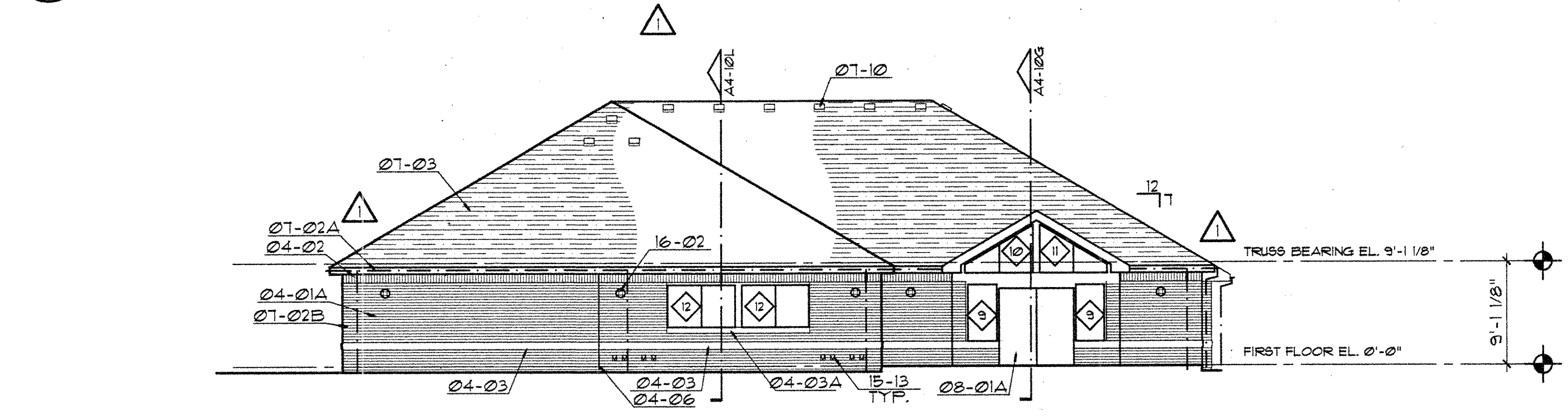
- 04-01A KING SIZE FACE BRICK
- 04-02 KING SIZE FACE BRICK SOLDIER COURSE
- 04-03 1 5/8" X 3" X 9 5/8" CAST STONE
- 04-03A 5 5/8" X 3 5/8" X 9 5/8" CAST STONE GILL SEE DETAIL A5-01U
- 04-03B 1 5/8" X 3 5/8" X 9 5/8" CAST STONE GILL SEE DETAIL A5-01V
- 04-06 MASONRY EXPANSION JOINT
- ~~06-20A TREATED 1 X WOOD TRIM~~
- 06-22 2 X WOOD TRIM (PAINTED)
- 07-01A EXTERIOR INSULATION FINISH SYSTEM(EIFS)
- 07-01B EXTERIOR INSULATION FINISH SYSTEM REVEAL
- 07-02A 5" X 4" METAL GUTTER
- 07-02B 3" X 4" METAL DOWNSPOUT
- 07-03 ASPHALT SHINGLES
- 07-10 ROOF VENT
- 08-01A FLUSH INSULATED METAL DOOR AND WITH INSULATED TEMPERED GLASS
- 08-05A 10' X 8' OVERHEAD COILING GARAGE DOOR WITH VISION PANELS
- 08-07 INSULATED METAL DOOR
- 10-17A HORIZONTAL LETTER BOXES
- 10-17B OVERSIZE POSTAL BOXES
- 15-13 DRYER VENT
- 16-02 WALL MOUNTED EXTERIOR LIGHT



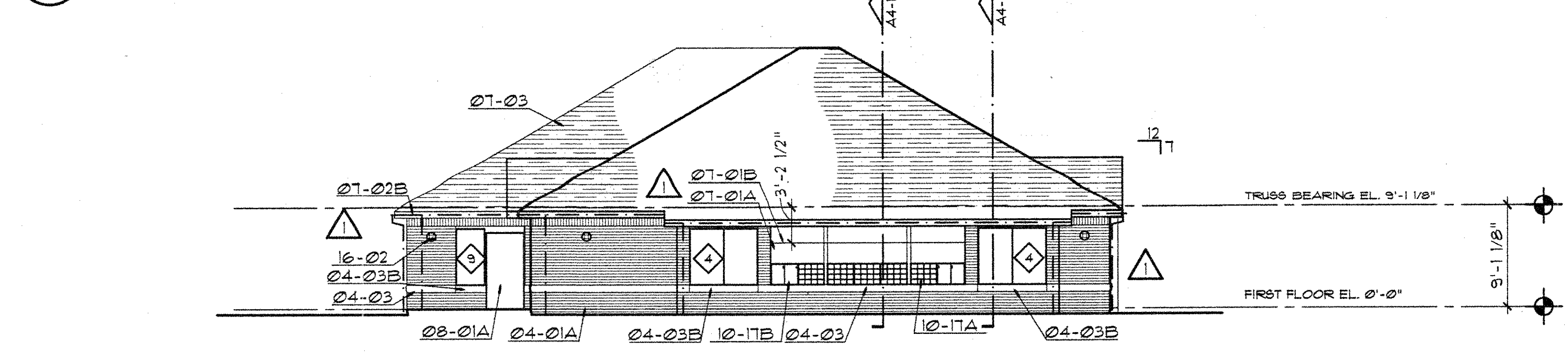
**A FRONT ELEVATION**



**B RIGHT SIDE ELEVATION**



**C REAR ELEVATION**



**D LEFT SIDE ELEVATION**



ALL DRAWINGS ON THIS SHEET ARE AT THE SCALE OF 1/8"=1'-0" UNLESS NOTED OTHERWISE AND THE TOTAL SHEET SIZE IS 24"x36"

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 IBRAHIM ENGINEERING

**DALLAS HOUSING AUTHORITY  
 DALLAS NORTH HOUSING  
 FRANKFORD & MARSH LANE  
 DALLAS, TEXAS**

**SHEET TITLE:  
 COMMUNITY CENTER  
 ELEVATIONS**

REV. NO.	REMARKS	DATE
1	ISSUED FOR CONST.	2/13/97
2	ADDENDUM #1	9/6/96

KENNEDY PROJECT NO  
 KA1# 95083

ISSUE DATE  
 AUGUST 16, 1996

SHEET NO  
**A4-07**

**GENERAL NOTES:**

1. ALL MASONRY DIMENSIONS ARE NOMINAL
2. ALL EXTERIOR DIMENSIONS ARE TO FACE OF SHEATHING OR FACE OF MASONRY
3. PROVIDE VAPOR BARRIER AT ALL EXTERIOR WOOD STUD WALLS ON INSIDE FACE OF STUDS

**KEYED NOTES:**

- 04-01A KING SIZE FACE BRICK
- 04-03 7 5/8" X 3" X 9 5/8" CAST STONE
- 04-03A 5 5/8" X 3 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL A5-01U
- 04-03B 1 5/8" X 3 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL A5-01V
- 04-03C 5 5/8" X 3" X 3 5/8" CAST STONE SEE DETAIL A5-01R
- 04-04 MASONRY WALL TIE 16" OC HORIZ 15" OC VERTICALLY
- 04-05B 4" THICK CAST STONE KEYSTONE SEE DETAIL A5-01T
- 04-06 MASONRY EXPANSION JOINT
- 04-08 2" AIR SPACE
- 04-09 GROUT SOLID
- 05-01 STEEL TUBE COLUMN SEE STRUCTURAL
- 06-01A 2 X 4 WOOD STUD # 16" OC.
- 06-01B 2 X 6 WOOD STUD # 16" OC.
- 06-01C DOUBLE STUD
- 06-07C CONTINUOUS 2 X WOOD BLOCKING
- 06-11A AIR INFILTRATION BARRIER
- 06-12A 1/2" PLYWOOD SHIM
- 06-15 TREATED 4 X 4 WOOD POST
- 06-18 TREATED 2 X 4
- 06-19A 1/2" EXTERIOR GRADE PLYWOOD SHEATHING
- 06-19B 1/2" EXTERIOR GRADE GYPSUM SHEATHING
- 06-22B 1 X WOOD TRIM (STAINED)
- 07-01A EXTERIOR INSULATION FINISH SYSTEM(EIFS)
- 07-01B EXTERIOR INSULATION FINISH SYSTEM REVEAL
- 07-01F EIFS CORNER REINFORCEMENT
- 07-05A R-13 BATT INSULATION
- 07-06A SEALANT
- 07-06B BACKER ROD AND SEALANT
- 07-06C SEALANT AROUND PERIMETER
- 08-02 HOLLOW METAL FRAME
- 08-03A ALUMINUM WINDOW WITH ALUMINUM BLINDS SEE WINDOW TYPE ELEVATIONS FOR SIZE, SHAPE
- 08-06B STUD ANCHOR
- 09-01A 1/2" GYPSUM BOARD
- 09-01C 5/8" TYPE 'X' GYPSUM BOARD
- 09-04 3" SOUND ATTENUATION BATT INSULATION
- 09-01A CORNER BEAD
- 09-01B J-MOLD

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**DALLAS HOUSING AUTHORITY**  
**DALLAS NORTH HOUSING**  
 FRANKFORD & MARSH LANE  
 DALLAS, TEXAS

SHEET TITLE:  
**EXTERIOR DETAILS**

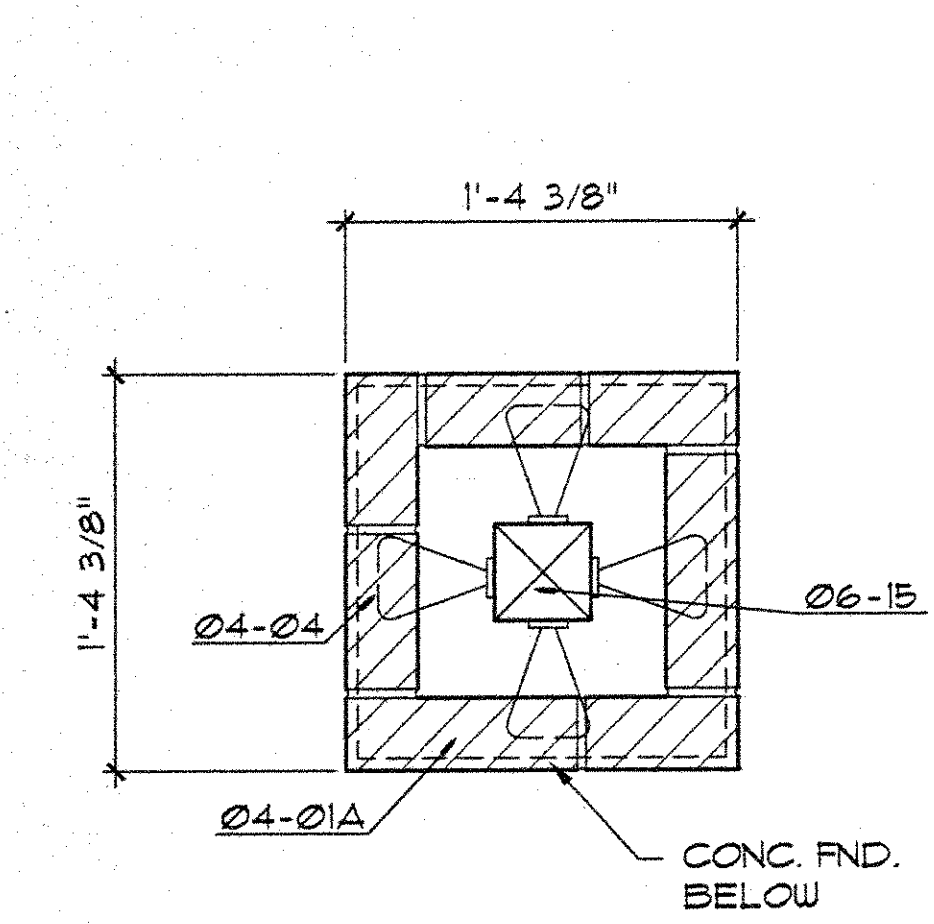
REV. NO.	REMARKS	DATE
1	ISSUED FOR CONST.	7/19/97

KENNEDY PROJECT NO  
**KAI= 95083**

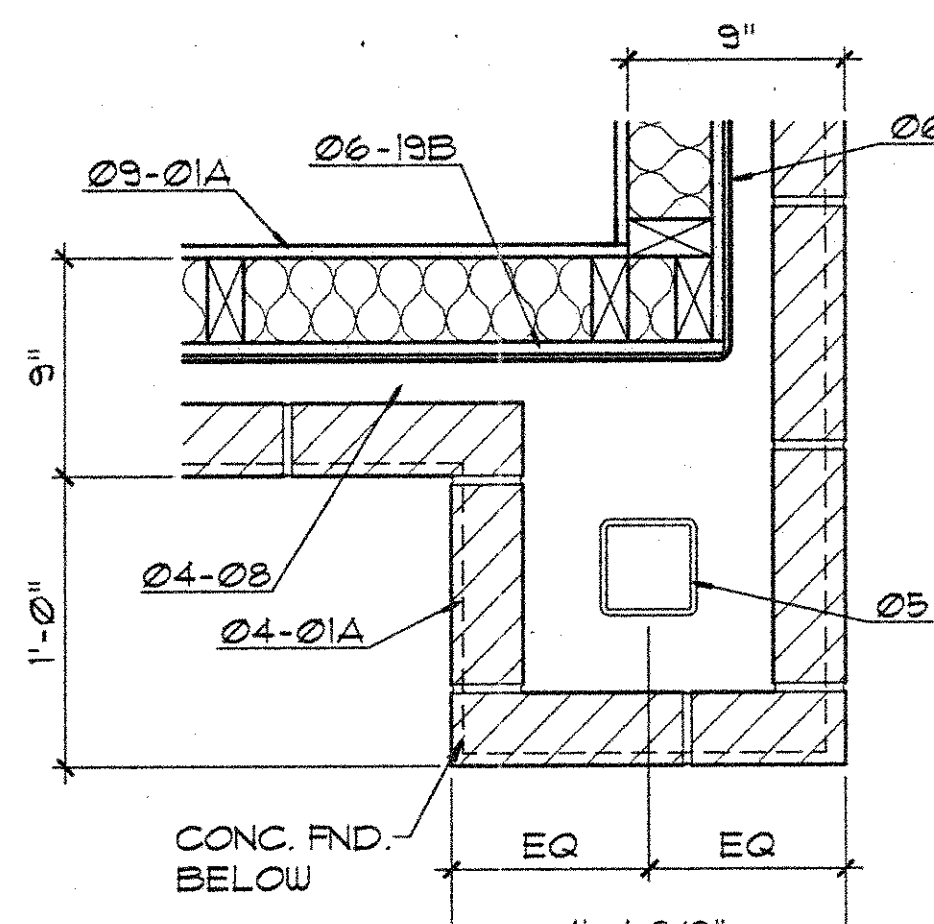
ISSUE DATE  
**AUGUST 16, 1996**

SHEET NO  
**A5-01**

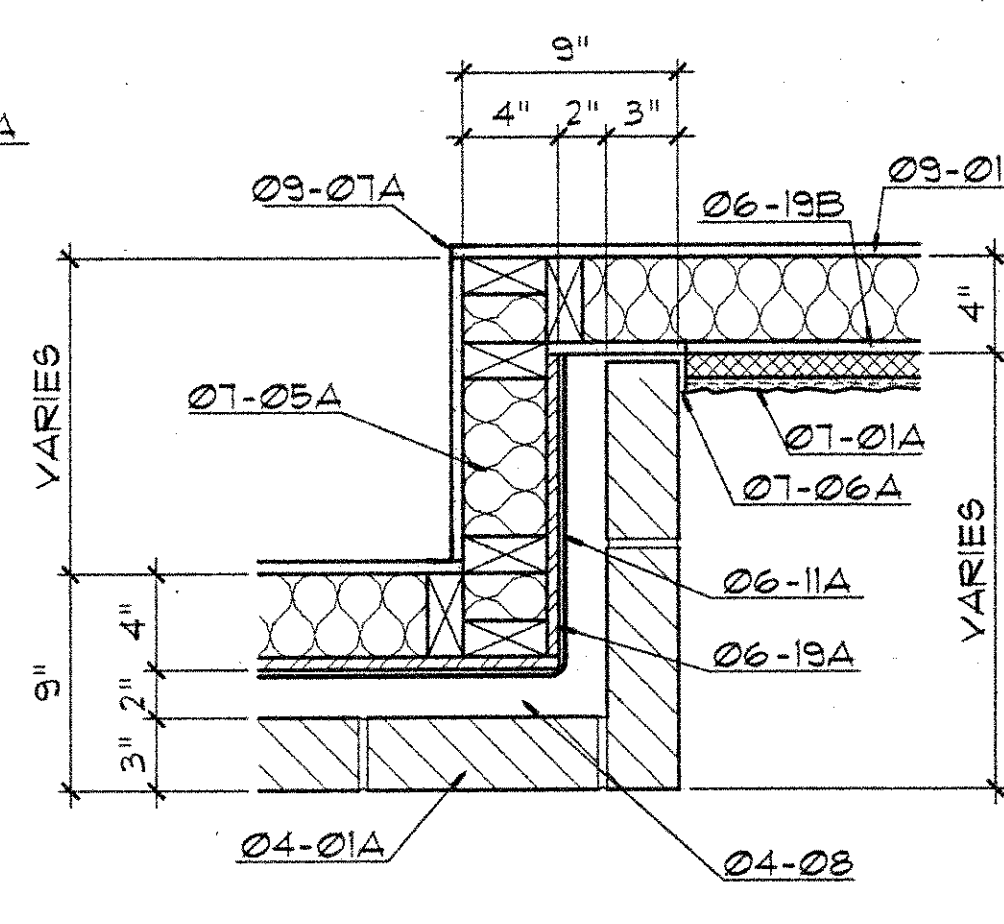
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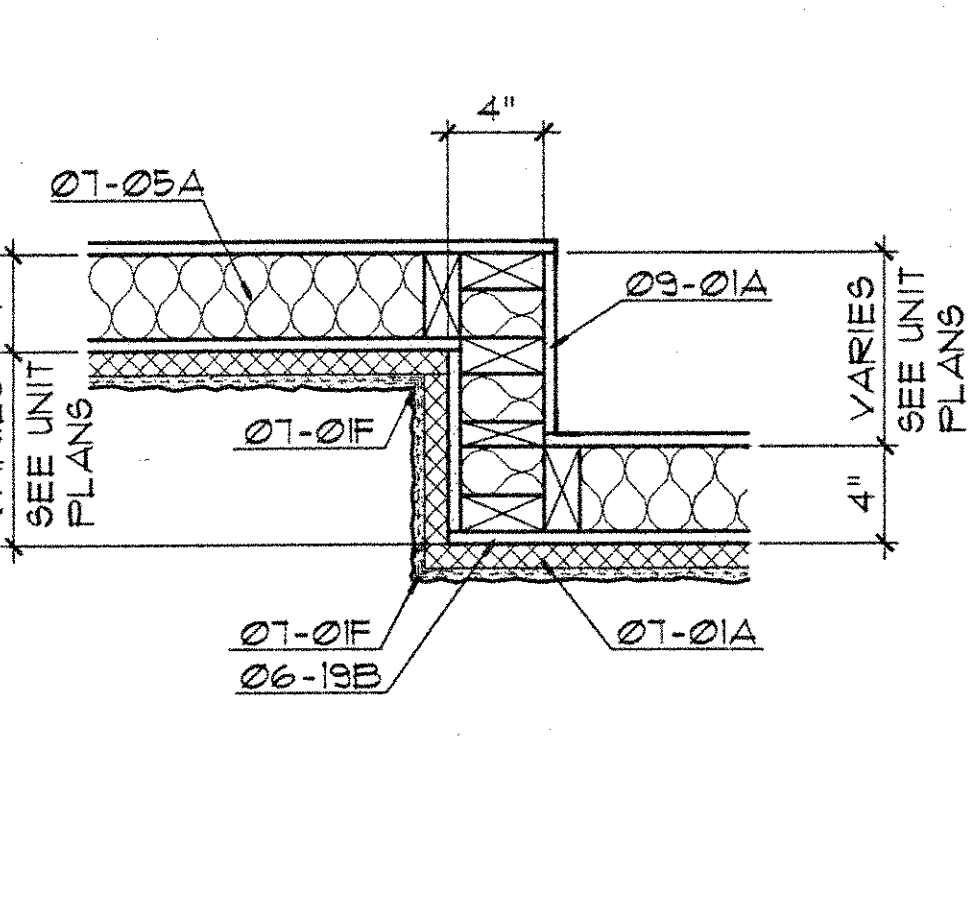
**A BRICK COLUMN**



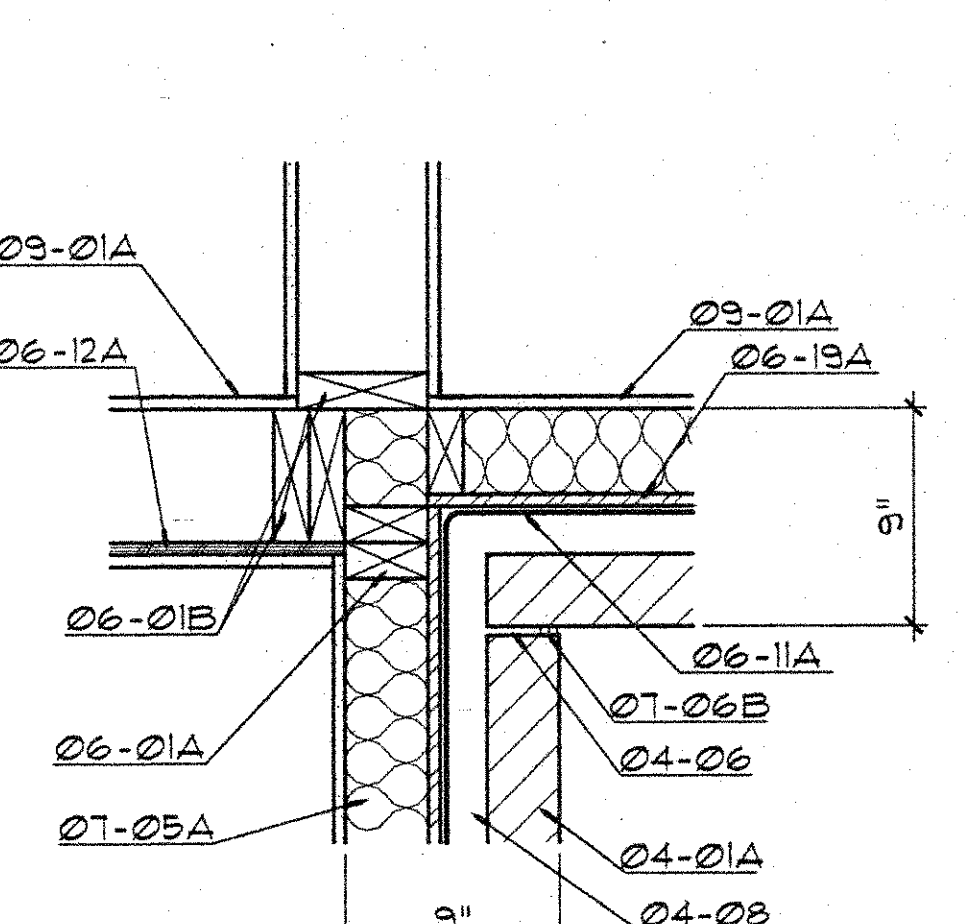
**B BRICK PILASTER**



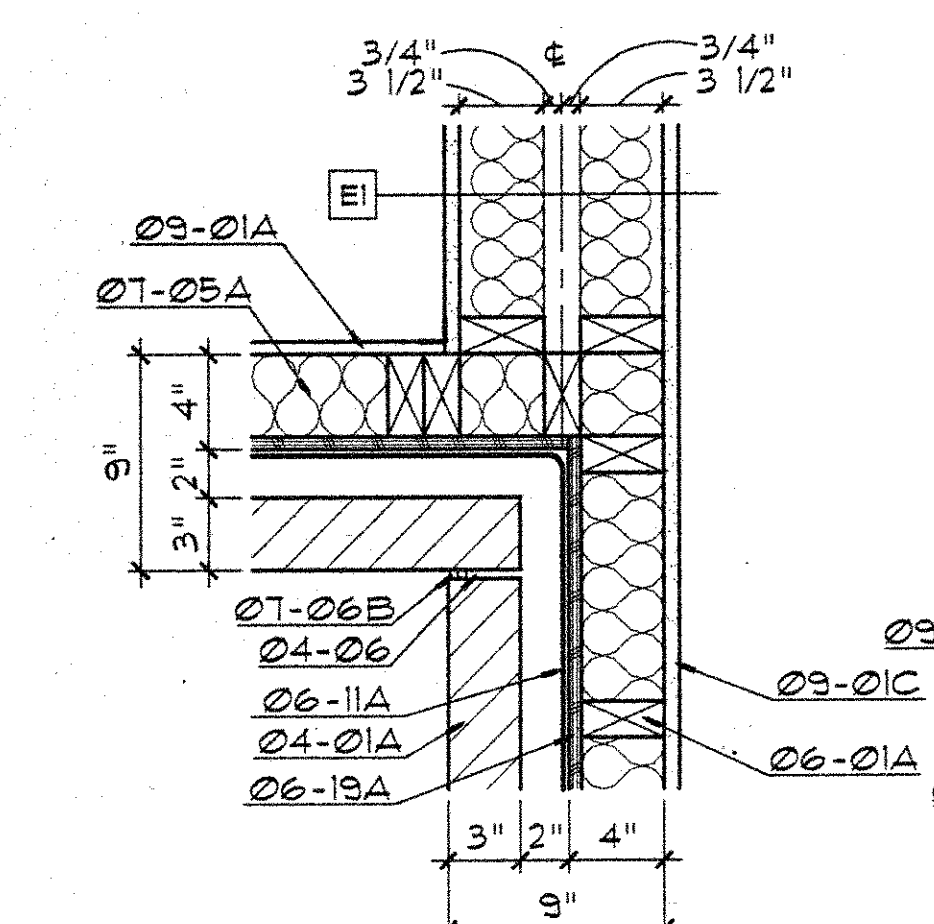
**C CORNER DETAIL 2ND LEVEL**



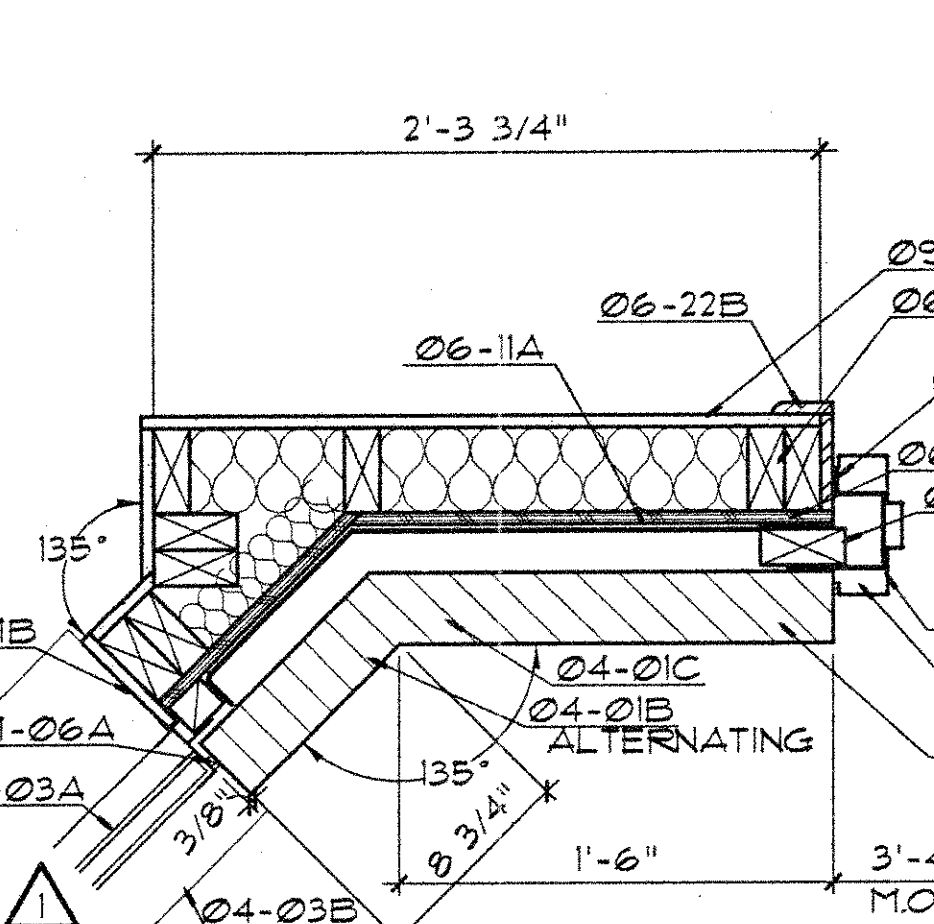
**D CORNER DETAIL 2ND LEVEL**



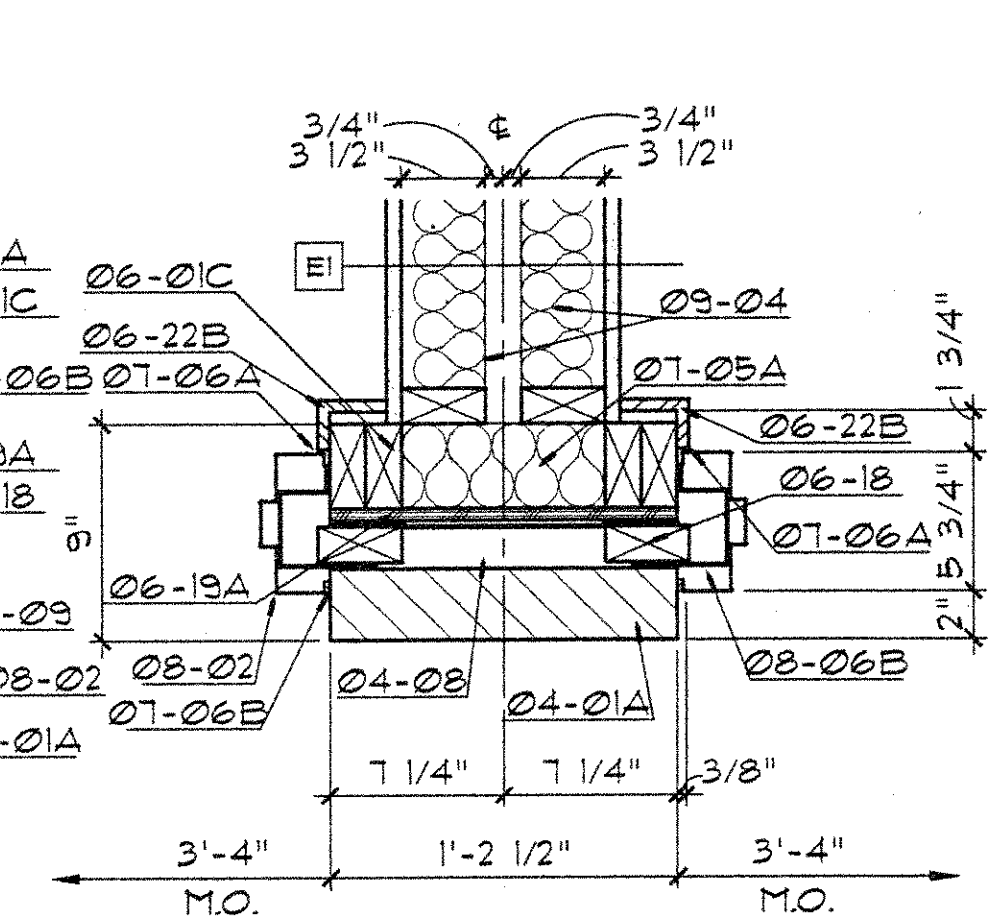
**E CORNER DETAIL 1ST LEVEL**



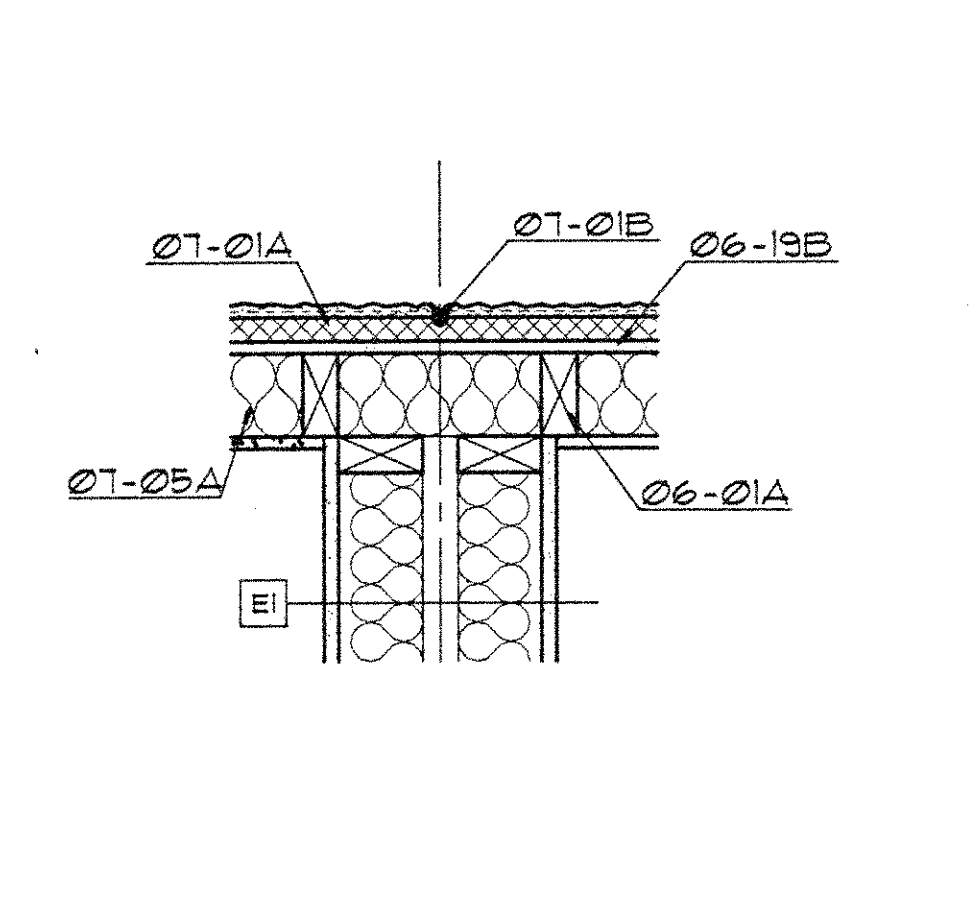
**F CORNER DETAIL**



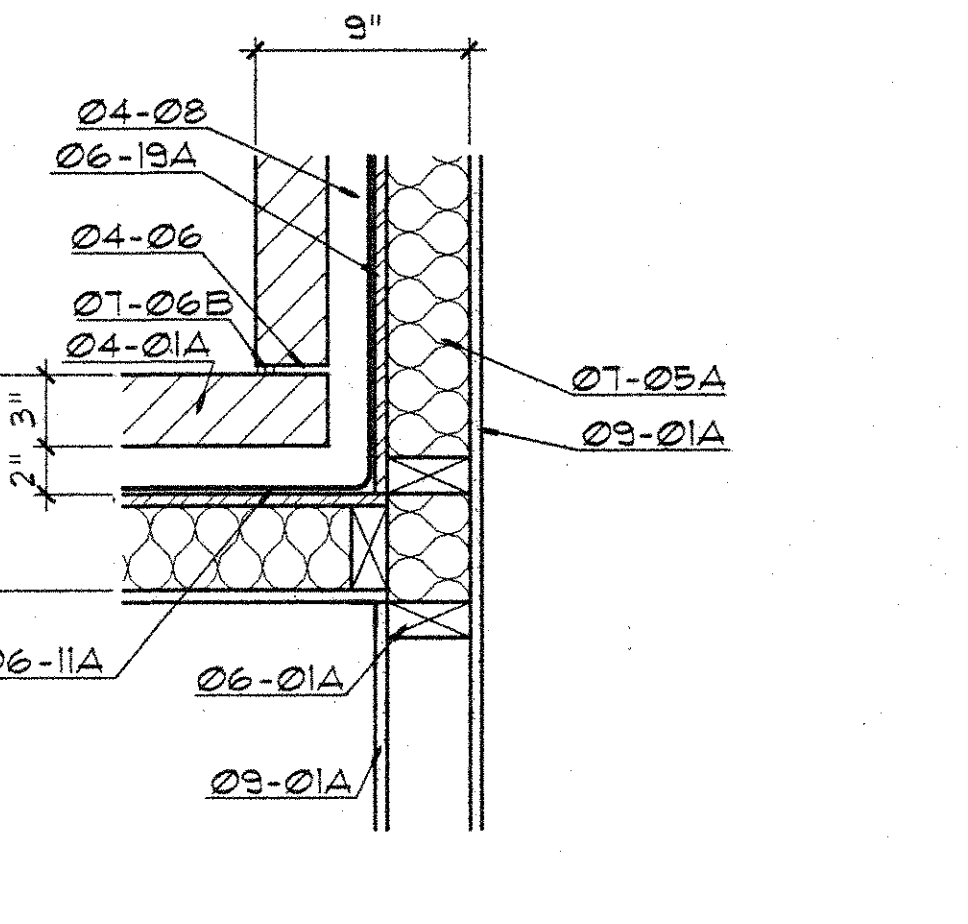
**G JAMB**



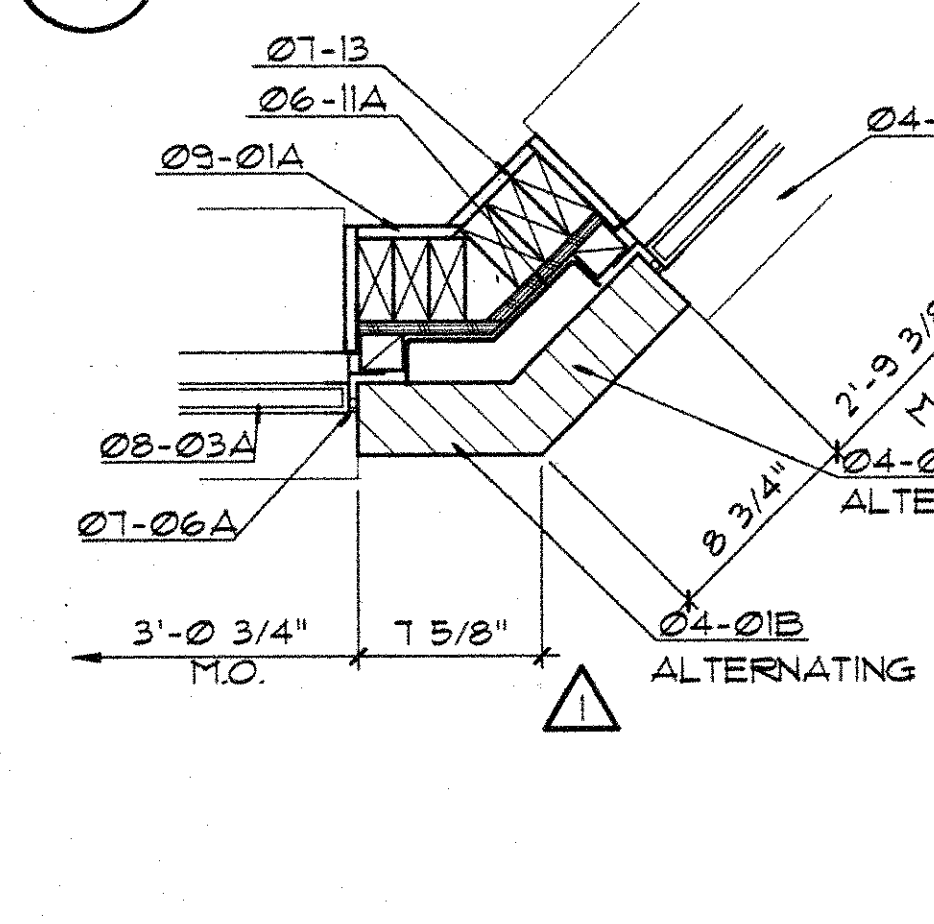
**H DOOR JAMB**



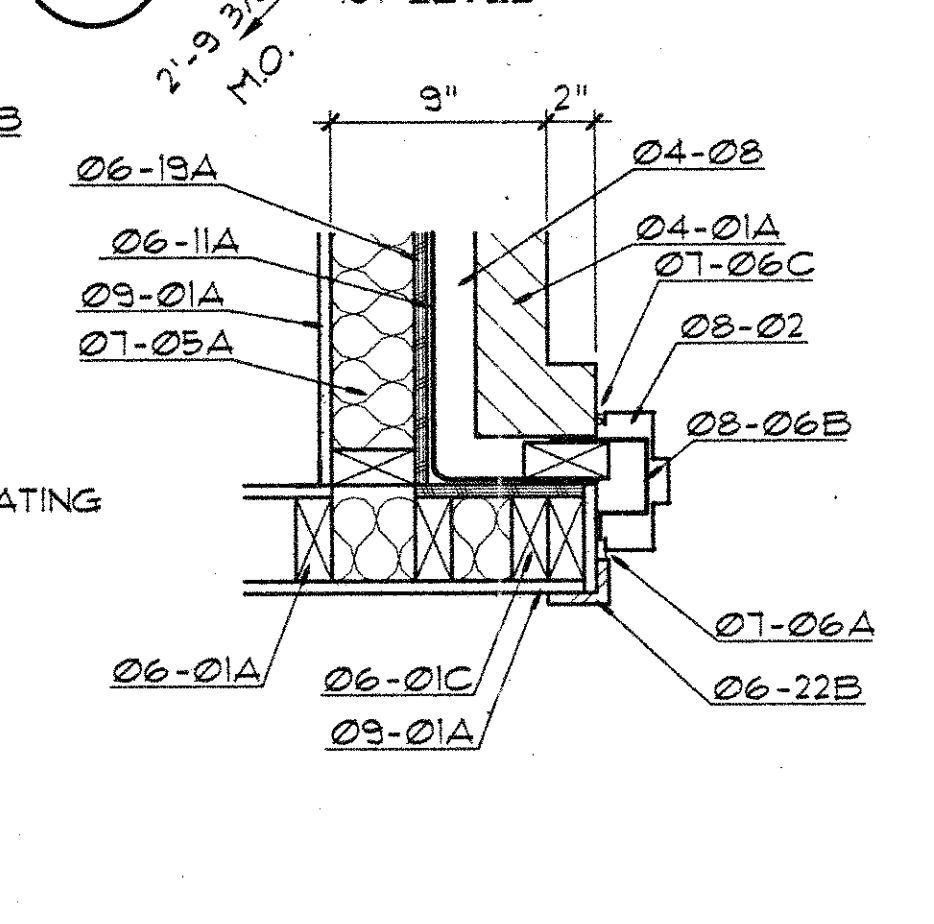
**I DETAIL**



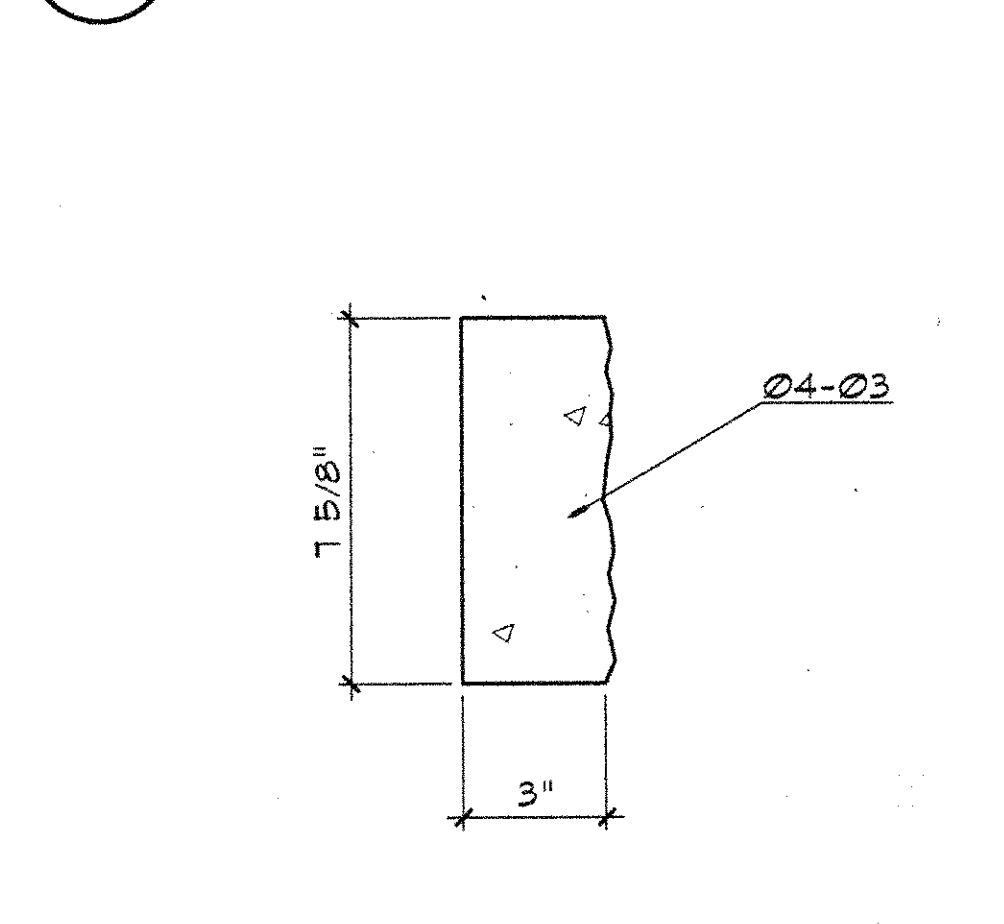
**J CORNER DETAIL 1ST LEVEL**



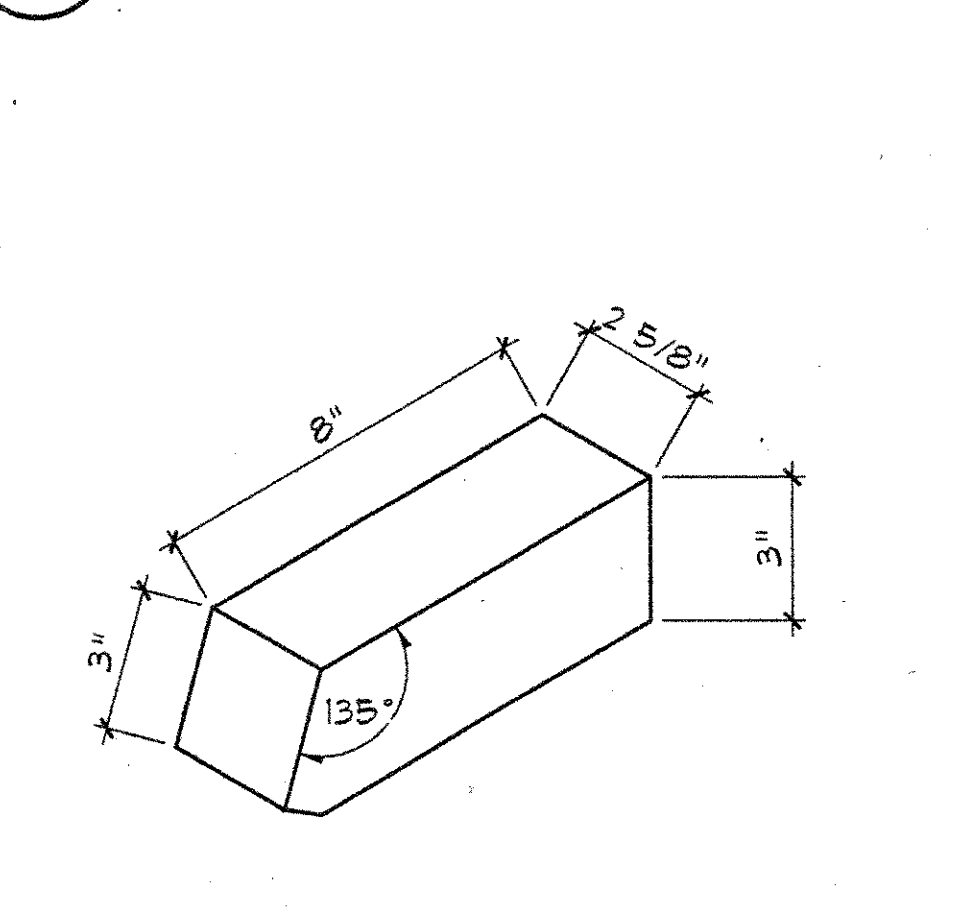
**K WINDOW JAMB BOTH LEVEL**



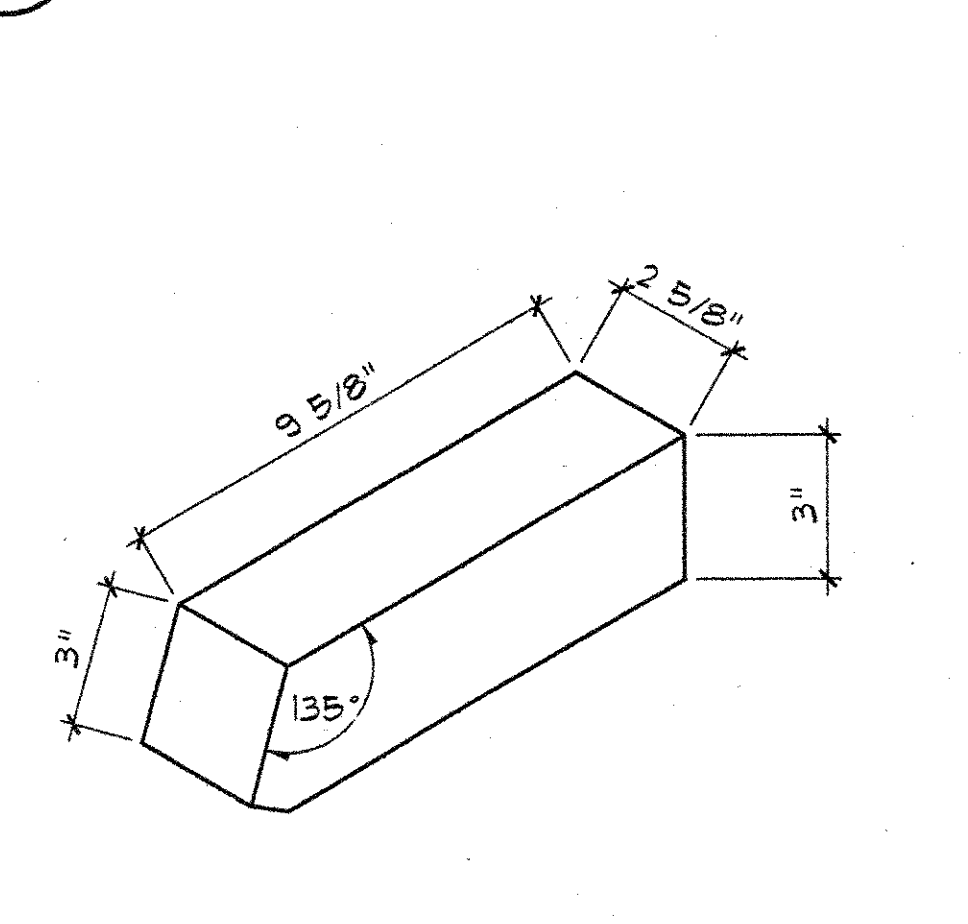
**L DOOR JAMB**



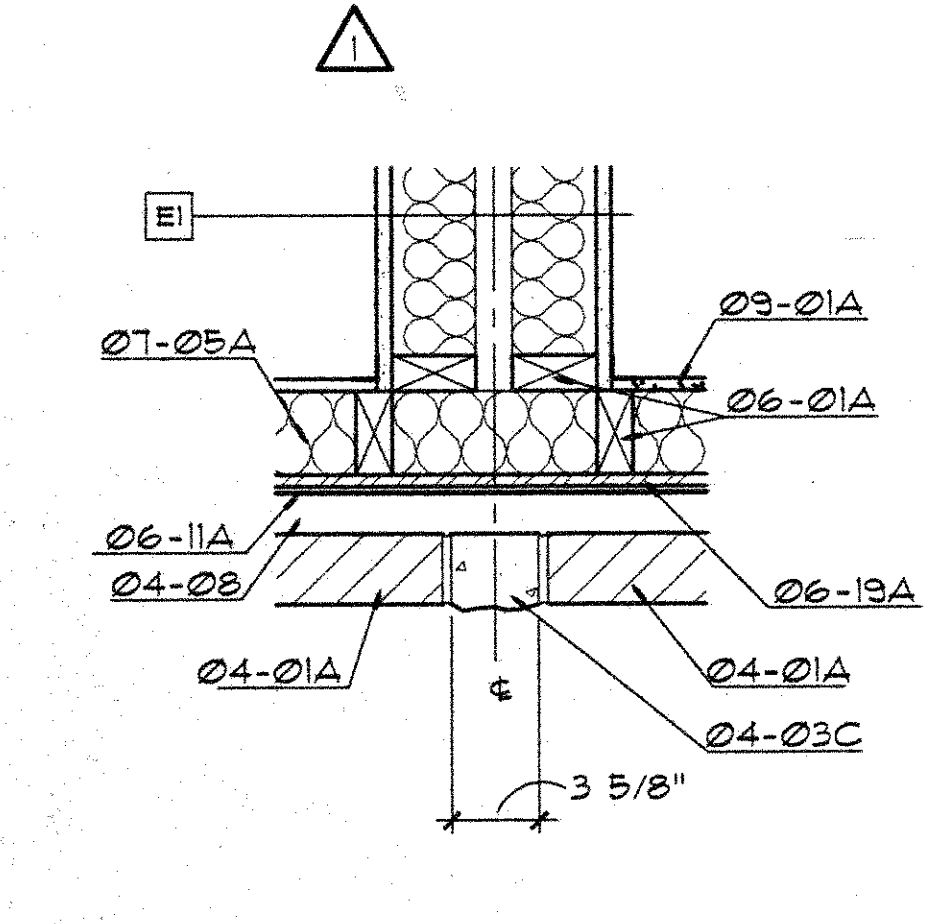
**M CAST STONE 3\"=1'-0\"**



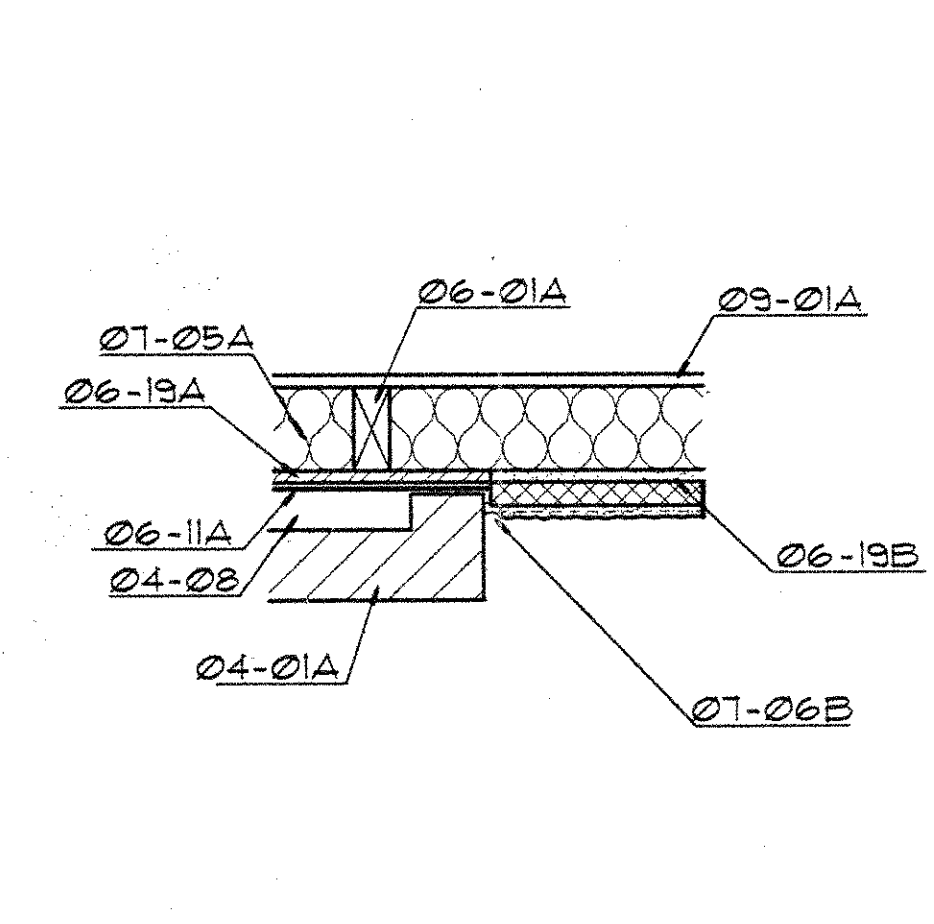
**N BRICK - SHAPE 1 3\"=1'-0\"**



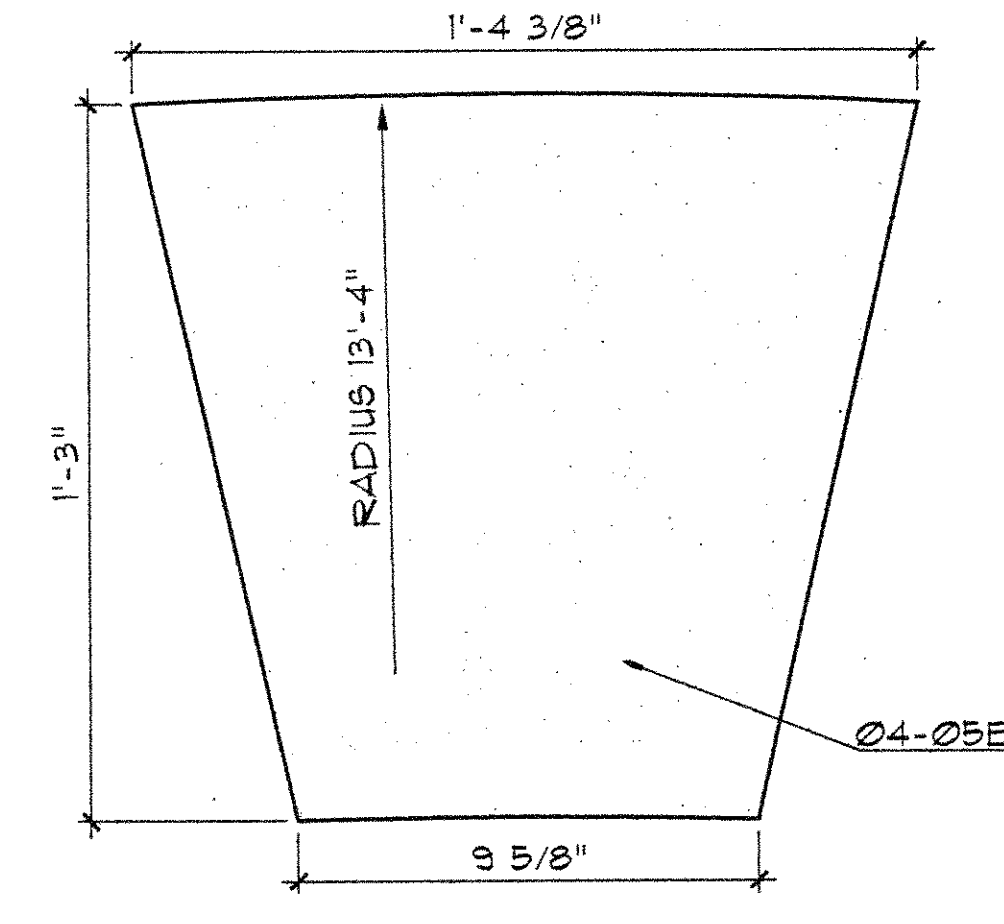
**O BRICK - SHAPE 2 3\"=1'-0\"**



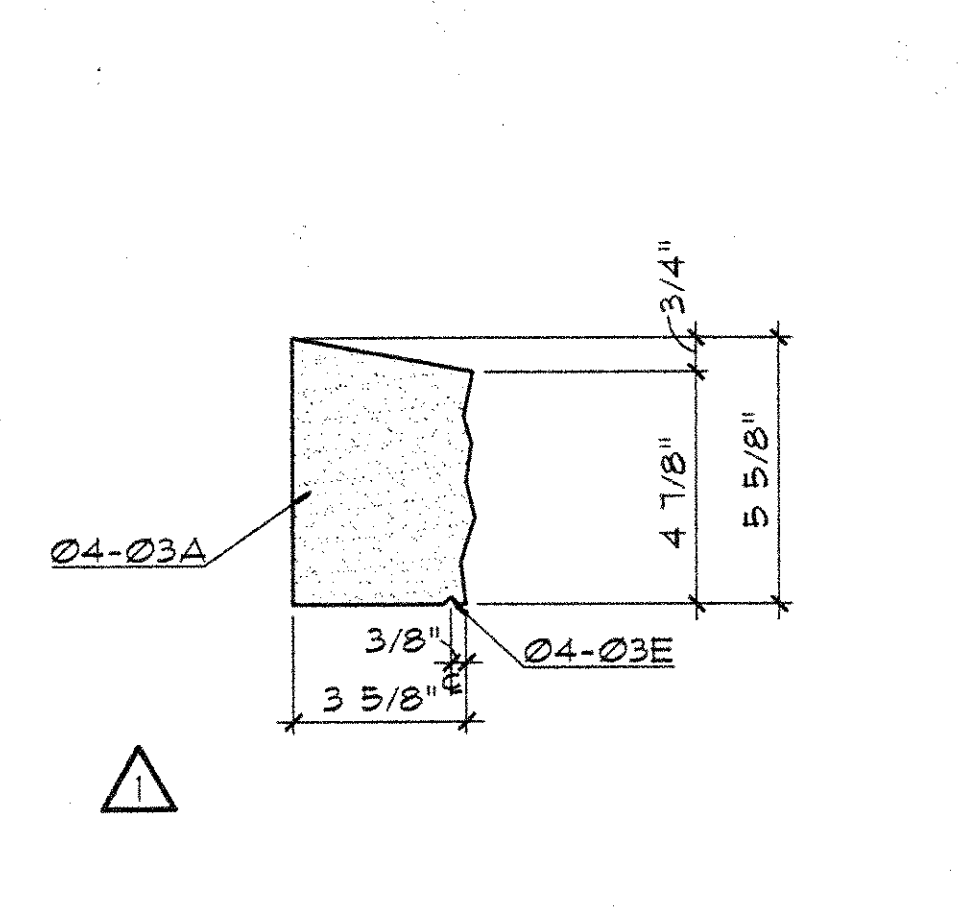
**P VERTICAL ACCENT**



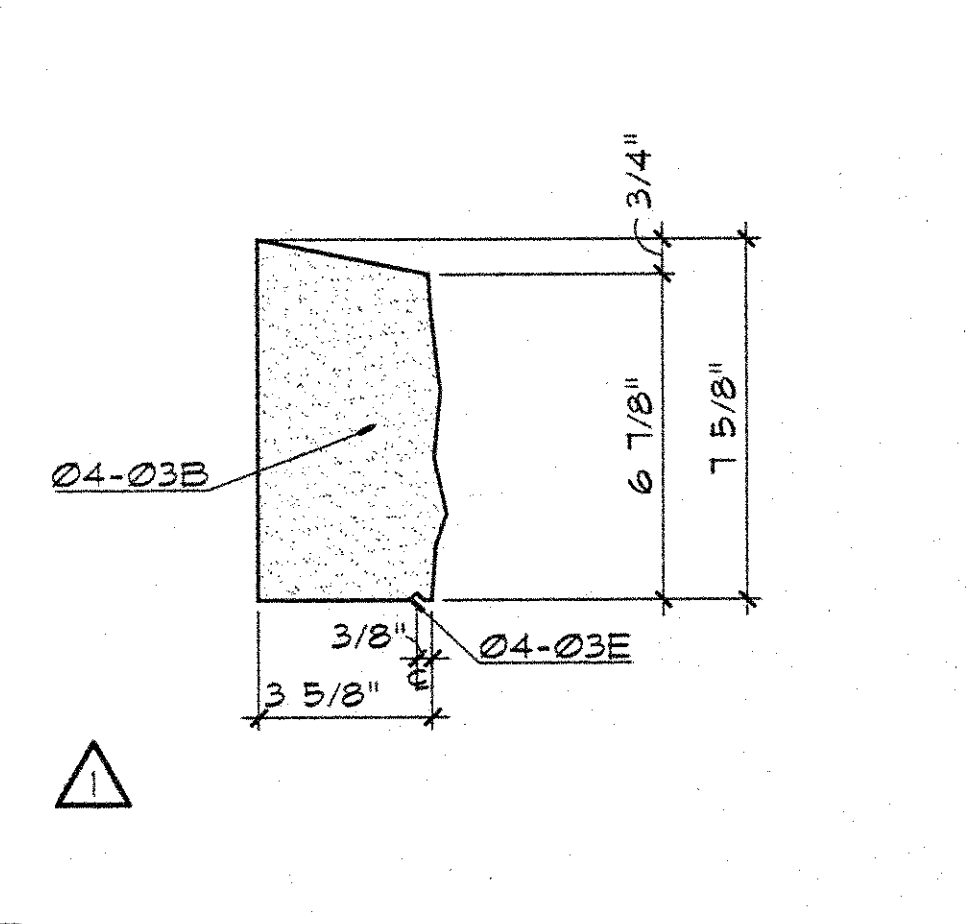
**Q BRICK/EIFS**



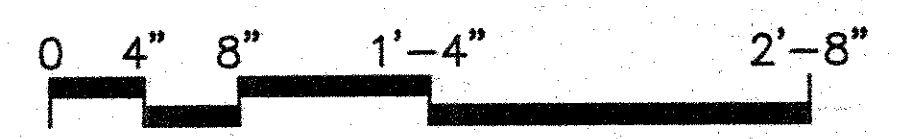
**R CAST KEYSTONE 3\"=1'-0\"**



**S CAST STONE - SILL#1 3\"=1'-0\"**



**T CAST STONE - SILL#2 3\"=1'-0\"**

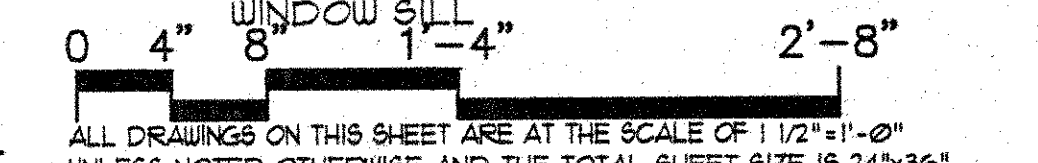
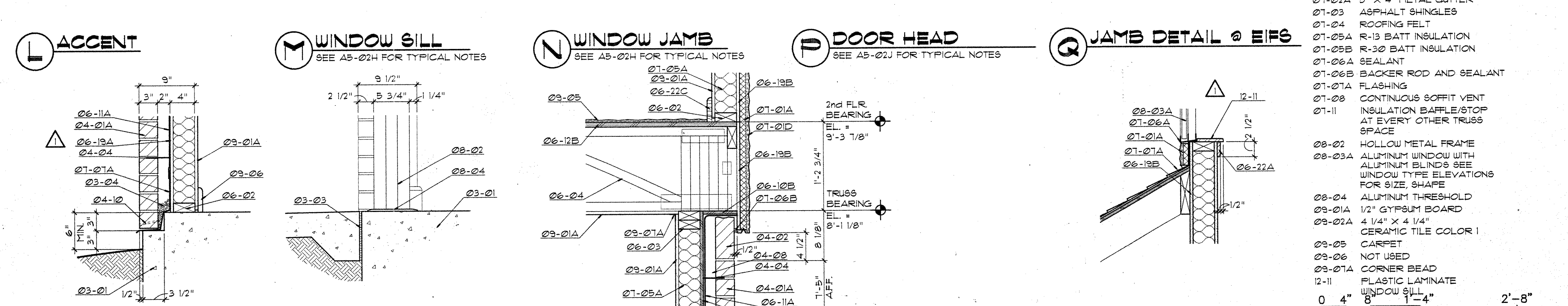
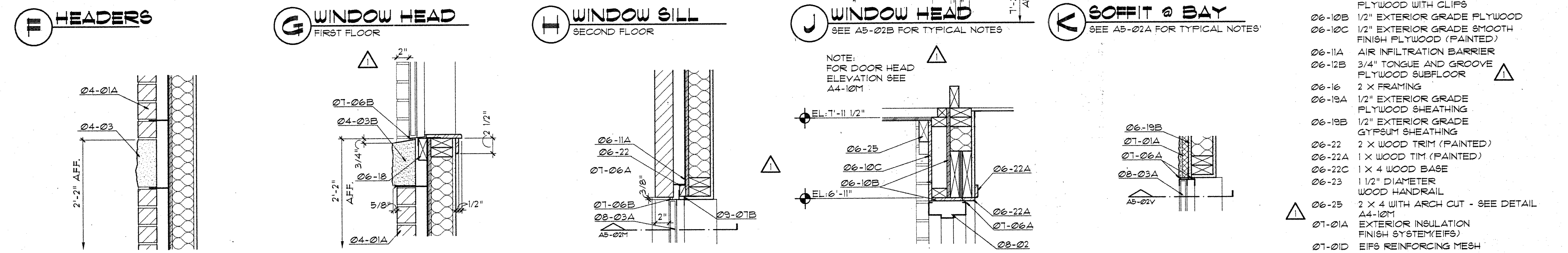
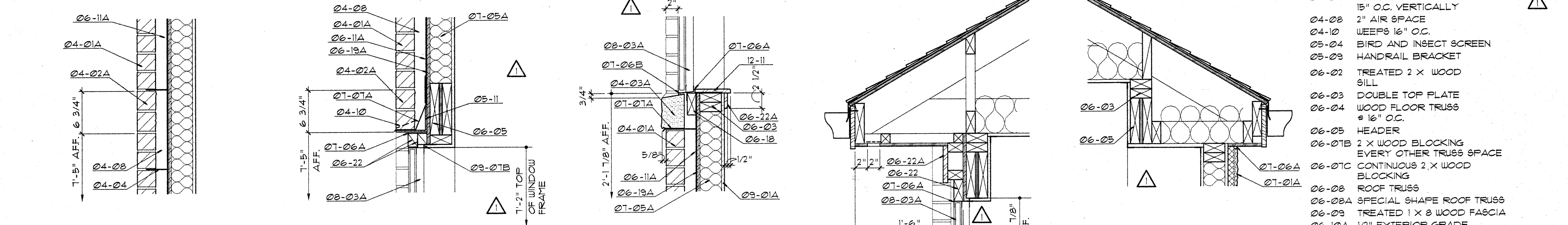
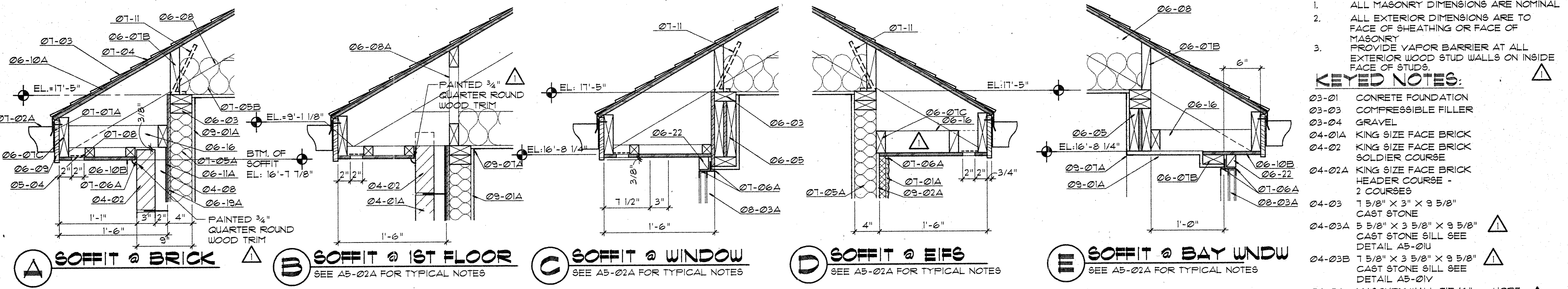


**GENERAL NOTES:**

1. ALL MASONRY DIMENSIONS ARE NOMINAL
2. ALL EXTERIOR DIMENSIONS ARE TO FACE OF SHEATHING OR FACE OF MASONRY
3. PROVIDE VAPOR BARRIER AT ALL EXTERIOR WOOD STUD WALLS ON INSIDE FACE OF STUDS.

**KEYED NOTES:**

- 03-01 CONCRETE FOUNDATION
- 03-03 COMPRESSIBLE FILLER
- 03-04 GRAVEL
- 04-01A KING SIZE FACE BRICK
- 04-02 KING SIZE FACE BRICK SOLDIER COURSE
- 04-02A KING SIZE FACE BRICK HEADER COURSE - 2 COURSES
- 04-03 1 5/8" X 3" X 9 5/8" CAST STONE
- 04-03A 5 5/8" X 3 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL A5-01U
- 04-03B 1 5/8" X 3 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL A5-01V
- 04-04 MASONRY WALL TIE 16" O.C. HORIZ. 15" O.C. VERTICALLY
- 04-08 2" AIR SPACE
- 04-10 WEEPS 16" O.C.
- 05-04 BIRD AND INSECT SCREEN
- 05-09 HANDRAIL BRACKET
- 06-02 TREATED 2 X WOOD SILL
- 06-03 DOUBLE TOP PLATE
- 06-04 WOOD FLOOR TRUSS # 16" O.C.
- 06-05 HEADER
- 06-07B 2 X WOOD BLOCKING EVERY OTHER TRUSS SPACE
- 06-07C CONTINUOUS 2 X WOOD BLOCKING
- 06-08 ROOF TRUSS
- 06-08A SPECIAL SHAPE ROOF TRUSS
- 06-09 TREATED 1 X 8 WOOD FASCIA
- 06-10A 1/2" EXTERIOR GRADE PLYWOOD WITH CLIPS
- 06-10B 1/2" EXTERIOR GRADE PLYWOOD
- 06-10C 1/2" EXTERIOR GRADE SMOOTH FINISH PLYWOOD (PAINTED)
- 06-11A AIR INFILTRATION BARRIER
- 06-12B 3/4" TONGUE AND GROOVE PLYWOOD SUBFLOOR
- 06-16 2 X FRAMING
- 06-19A 1/2" EXTERIOR GRADE PLYWOOD SHEATHING
- 06-19B 1/2" EXTERIOR GRADE GYPSUM SHEATHING
- 06-22 2 X WOOD TRIM (PAINTED)
- 06-22A 1 X WOOD TRIM (PAINTED)
- 06-22C 1 X 4 WOOD BASE
- 06-23 1 1/2" DIAMETER WOOD HANDRAIL
- 06-25 2 X 4 WITH ARCH CUT - SEE DETAIL A4-10M
- 07-01A EXTERIOR INSULATION FINISH SYSTEM(EIFS)
- 07-01D EIFS REINFORCING MESH
- 07-02A 5" X 4" METAL GUTTER
- 07-03 ASPHALT SHINGLES
- 07-04 ROOFING FELT
- 07-05A R-13 BATT INSULATION
- 07-05B R-30 BATT INSULATION
- 07-06A SEALANT
- 07-06B BACKER ROD AND SEALANT
- 07-07A FLASHING
- 07-08 CONTINUOUS SOFFIT VENT INSULATION Baffle/STOP AT EVERY OTHER TRUSS SPACE
- 08-02 HOLLOW METAL FRAME
- 08-03A ALUMINUM WINDOW WITH WINDOW TYPE ELEVATIONS FOR SIZE, SHAPE
- 08-04 ALUMINUM THRESHOLD
- 09-01A 1/2" GYPSUM BOARD
- 09-02A 4 1/4" X 4 1/4" CERAMIC TILE COLOR 1
- 09-05 CARPET
- 09-06 NOT USED
- 09-07A CORNER BEAD
- 12-11 PLASTIC LAMINATE WINDOW SILL



ALL DRAWINGS ON THIS SHEET ARE AT THE SCALE OF 1/2"=1'-0" UNLESS NOTED OTHERWISE AND THE TOTAL SHEET SIZE IS 24"x36"

URBAN RESOURCE GROUP  
 ALLIANCE ARCHITECTS  
 IBRAHIM ENGINEERING  
 KENNEDY ASSOCIATES/ARCHITECTS  
 5115 North Stemmerly, Suite 1900  
 Dallas, TX 75246-1902  
 214-241-6188 FAX 214-241-0189

DALLAS HOUSING AUTHORITY  
 DALLAS NORTH HOUSING  
 FRANKFORD & MARSH LANE  
 DALLAS, TEXAS

SHEET TITLE:  
**EXTERIOR DETAILS**

REV. NO.	REMARKS	DATE
1	ISSUED FOR CONSTRUCTION	2/19/91

KENNEDY PROJECT NO  
 KA1# 95083

ISSUE DATE  
 AUGUST 16, 1996

SHEET NO  
**A5-02**

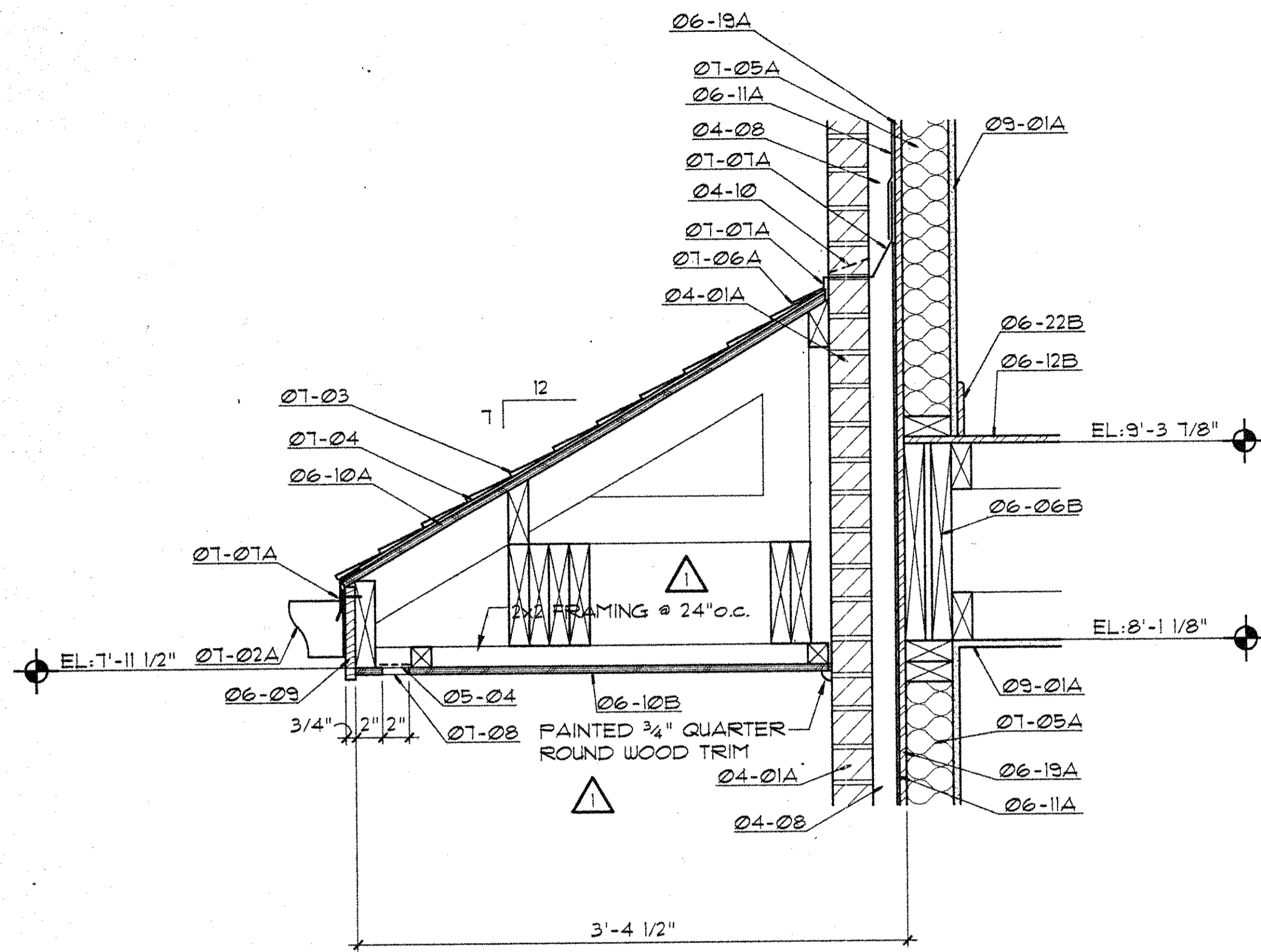


**GENERAL NOTES:**

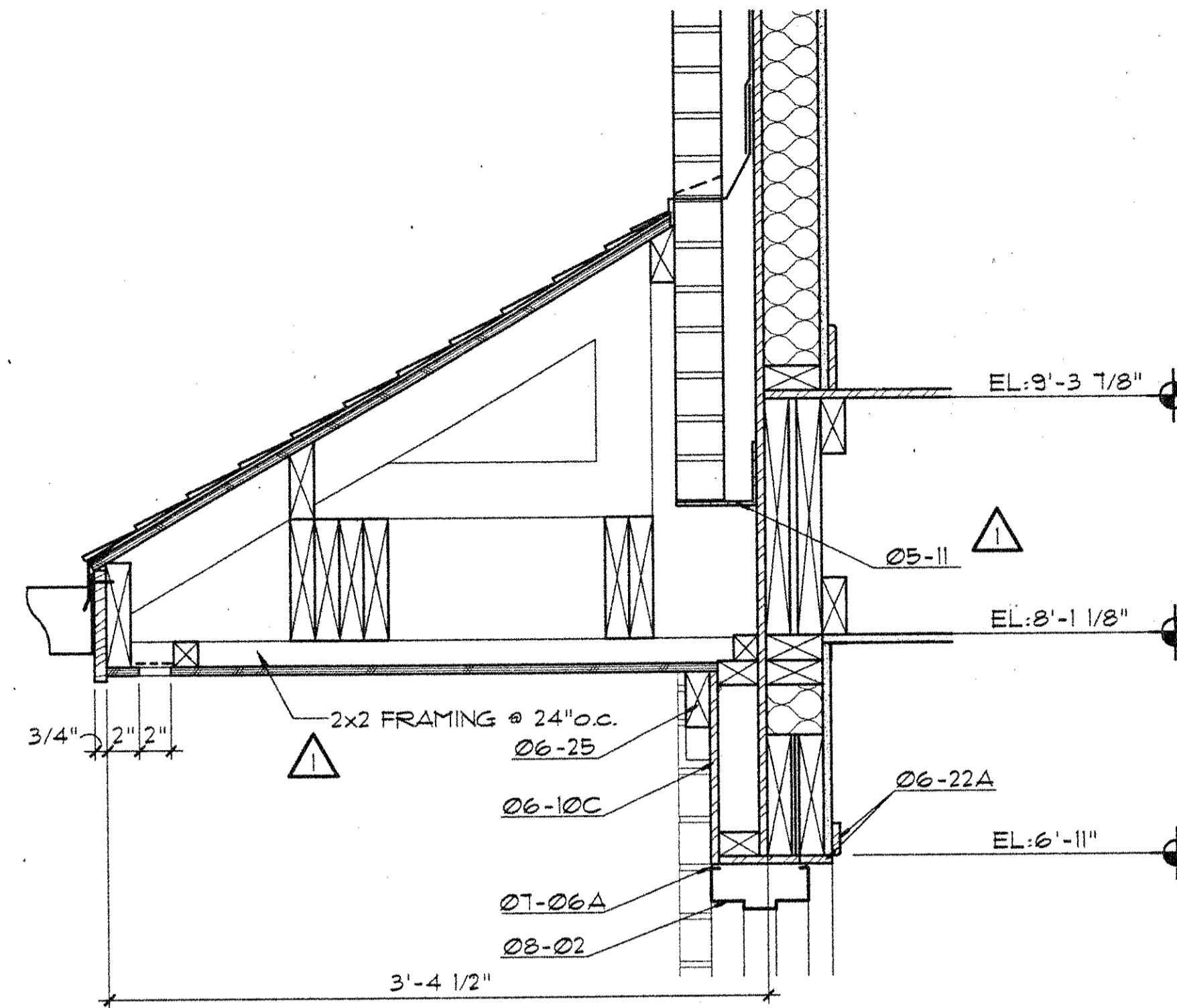
1. ALL MASONRY DIMENSIONS ARE NOMINAL
2. ALL EXTERIOR DIMENSIONS ARE TO FACE OF SHEATHING OR FACE OF MASONRY
3. PROVIDE VAPOR BARRIER AT ALL EXTERIOR WOOD STUD WALLS ON INSIDE FACE OF STUDS.

**KEYED NOTES:**

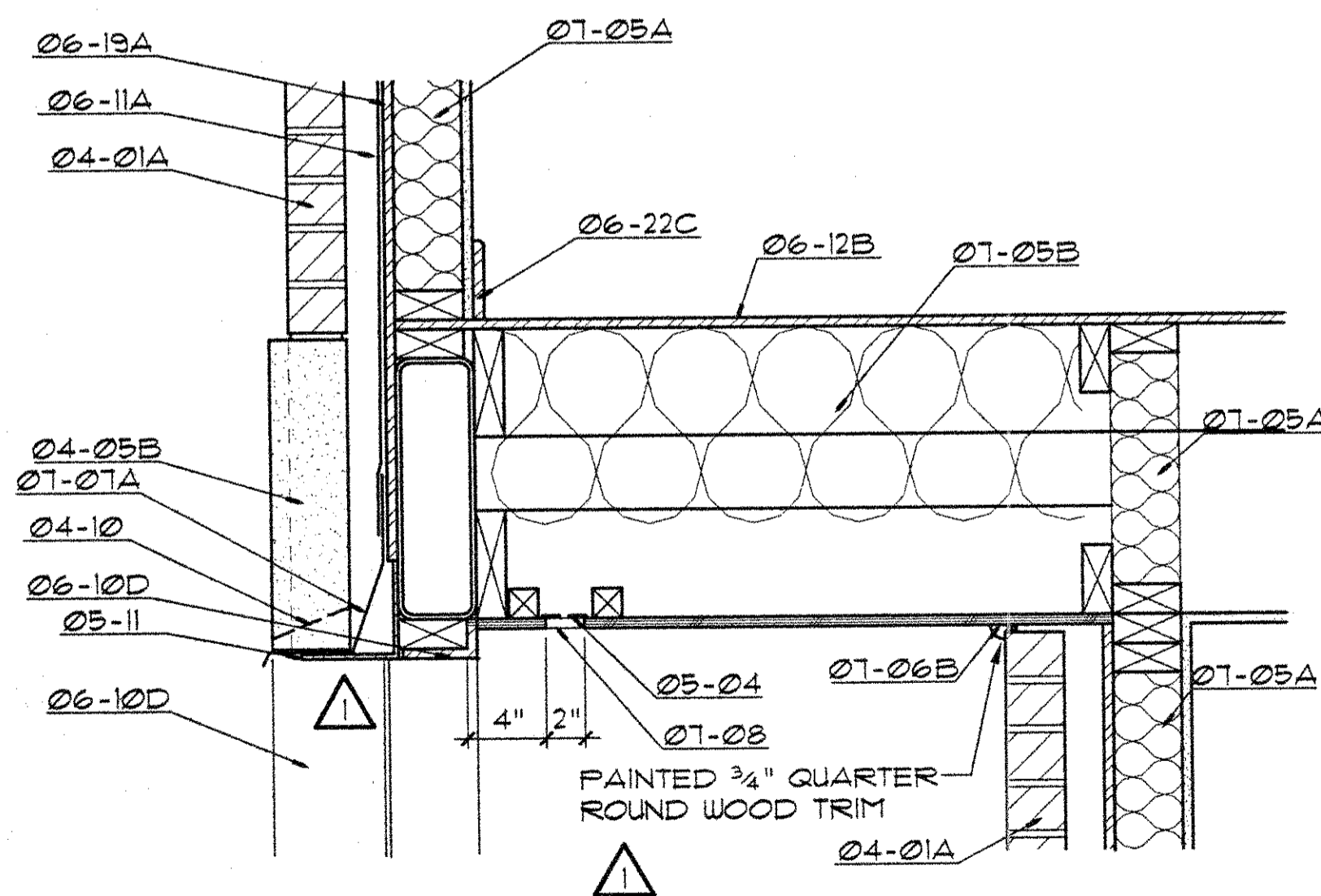
- 04-01A KING SIZE FACE BRICK
- 04-05B 4" THICK CAST STONE KEYSTONE SEE DETAIL A5-01T
- 04-08 2" AIR SPACE
- 04-10 WEEPS 16" O.C.
- 05-04 BIRD AND INSECT SCREEN
- 05-09 HANDRAIL BRACKET
- 06-06B (2) MICROLAM WOOD BEAMS
- 06-09 TREATED 1 X 8 WOOD FASCIA
- 06-10A 1/2" EXTERIOR GRADE PLYWOOD WITH CLIPS
- 06-10B 1/2" EXTERIOR GRADE PLYWOOD
- 06-10C 1/2" EXTERIOR GRADE SMOOTH FINISH PLYWOOD (PAINTED)
- 06-10D 1/2" EXTERIOR GRADE PLYWOOD SOFFIT AND ARCH
- 06-11A AIR INFILTRATION BARRIER
- 06-12B 3/4" TONGUE AND GROOVE PLYWOOD SUBFLOOR
- 06-19A 1/2" EXTERIOR GRADE PLYWOOD SHEATHING
- 06-19B 1/2" EXTERIOR GRADE GYPSUM SHEATHING
- 06-22A 1 X WOOD CAP
- 06-22B 1 X WOOD TRIM
- 06-22C 1 X 4 WOOD BASE
- 06-25 2 X 4 WITH ARCH CUT SEE DETAIL A4-10M
- 07-01A EXTERIOR INSULATION FINISH SYSTEM(EIFS)
- 07-02A 5" X 4" METAL GUTTER
- 07-03 ASPHALT SHINGLES
- 07-04 ROOFING FELT
- 07-05A R-13 BATT INSULATION
- 07-05B R-30 BATT INSULATION
- 07-06A SEALANT
- 07-06B BACKER ROD AND SEALANT
- 07-07A FLASHING
- 07-08 CONTINUOUS SOFFIT VENT
- 08-02 HOLLOW METAL FRAME
- 08-01A 1/2" GYPSUM BOARD



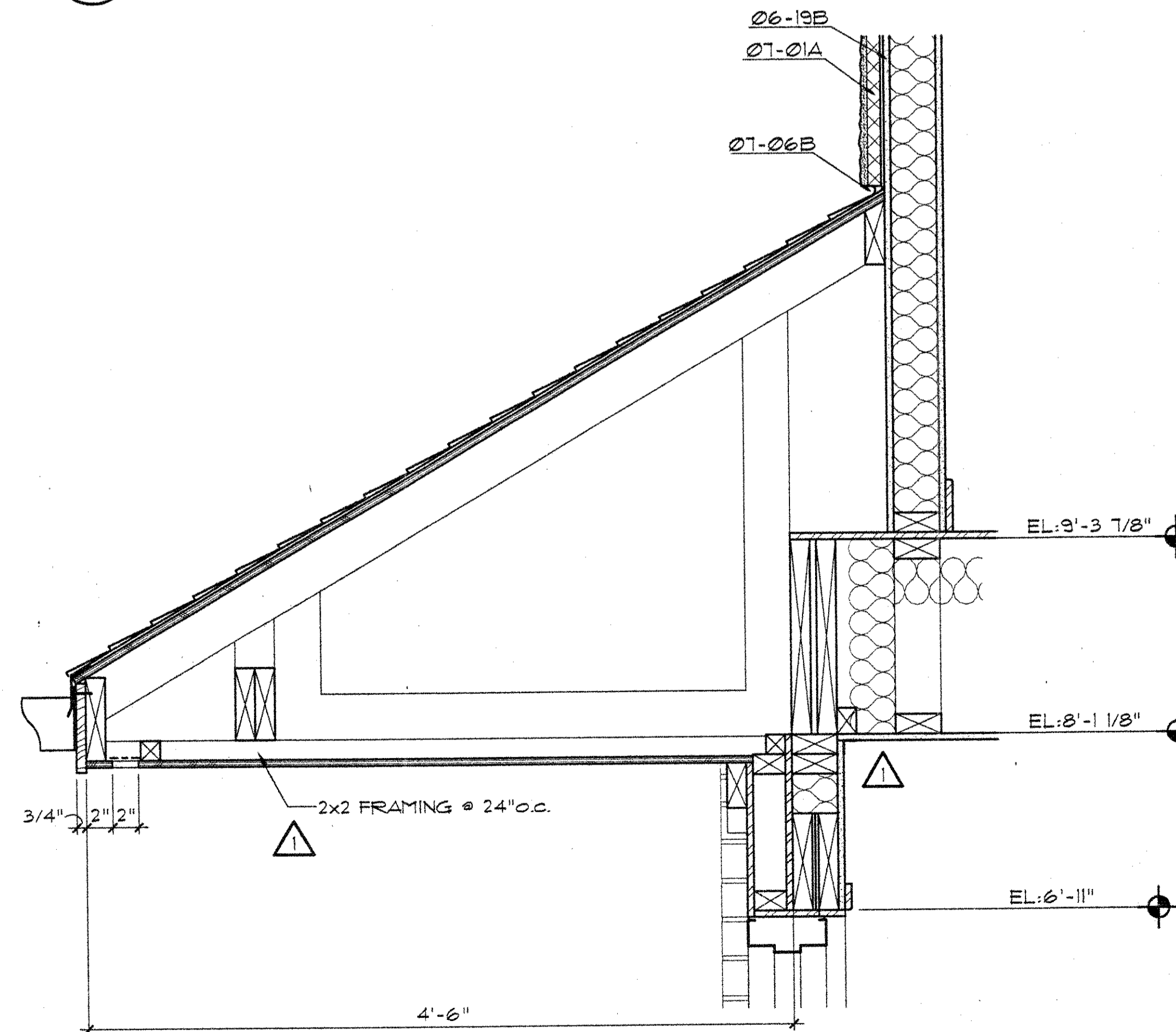
**SECTION THRU COVERED ENTRY**  
 BRICK VENEER



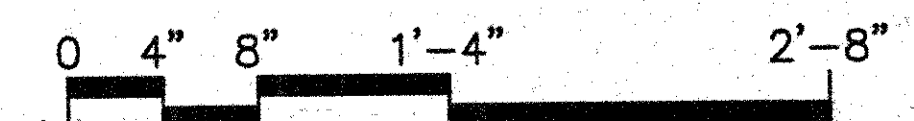
NOTE: SEE A5-03A FOR TYPICAL NOTES  
**SECTION THRU COVERED ENTRY**  
 ENTRY DOOR HEAD



**SECTION @ ARCHED ENTRY**



NOTE: SEE A5-03C FOR TYPICAL NOTES  
**OVERHANG @ ENTRY PORCH**



ALL DRAWINGS ON THIS SHEET ARE AT THE SCALE OF 1/2"=1'-0" UNLESS NOTED OTHERWISE AND THE TOTAL SHEET SIZE IS 24"x36"

**KENNEDY**  
 KENNEDY ASSOCIATES/ARCHITECTS  
 URBAN RESOURCE GROUP  
 ALLIANCE ARCHITECTS  
 IBRAHIM ENGINEERING  
 211 North Broadway - Suite 1900  
 St. Louis, Missouri 63105  
 314-941-0108-FAX 314-241-0108

**DALLAS HOUSING AUTHORITY**  
**DALLAS NORTH HOUSING**  
 FRANKFORD & MARSH LANE  
 DALLAS, TEXAS

SHEET TITLE:  
**EXTERIOR DETAILS**

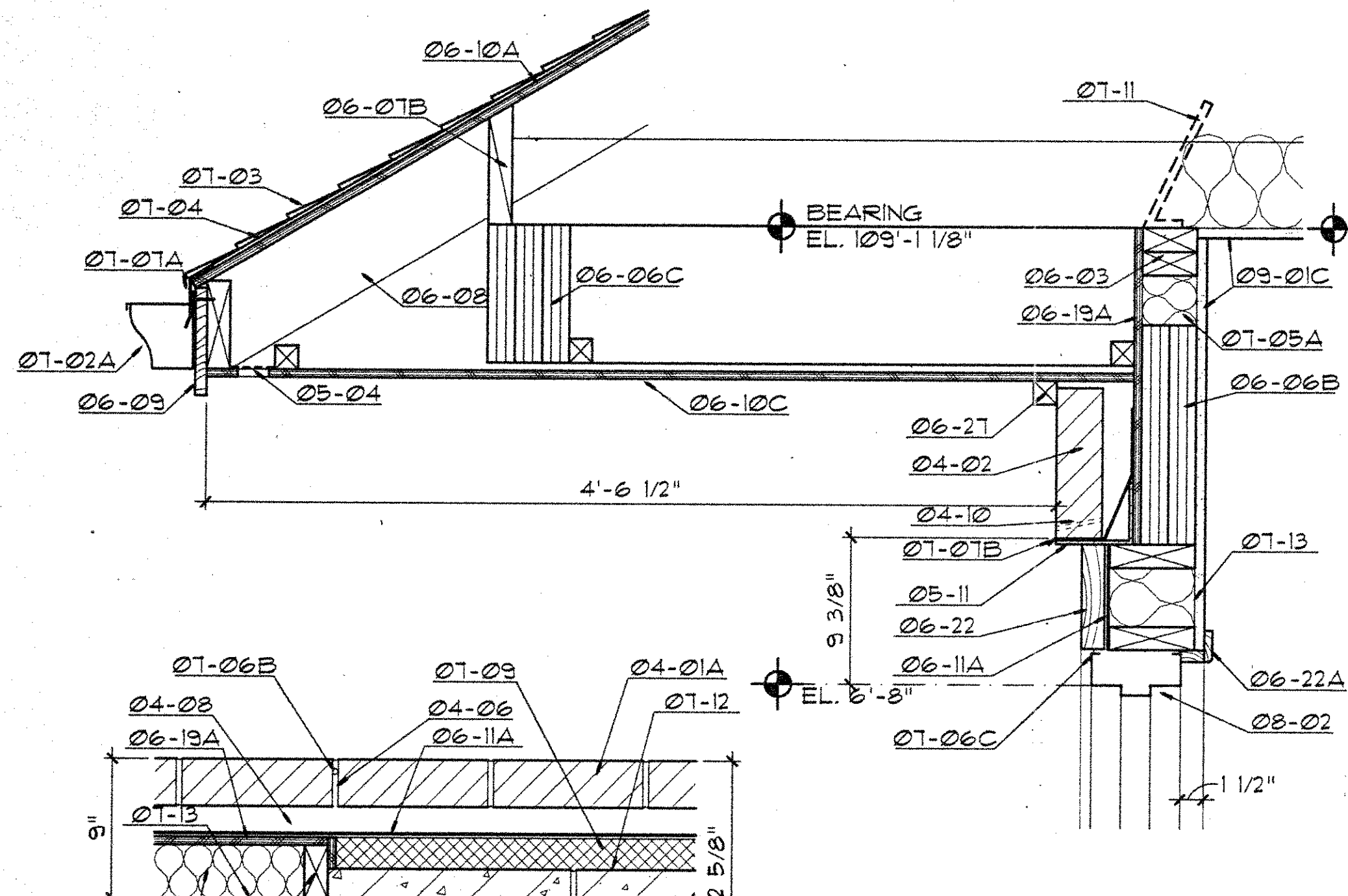
REV. NO.	DATE	REMARKS
1	9/6/96	ADDED NO. 1
2	7/19/97	ISSUED FOR CONST.

KENNEDY PROJECT NO  
**KAI# 95083**

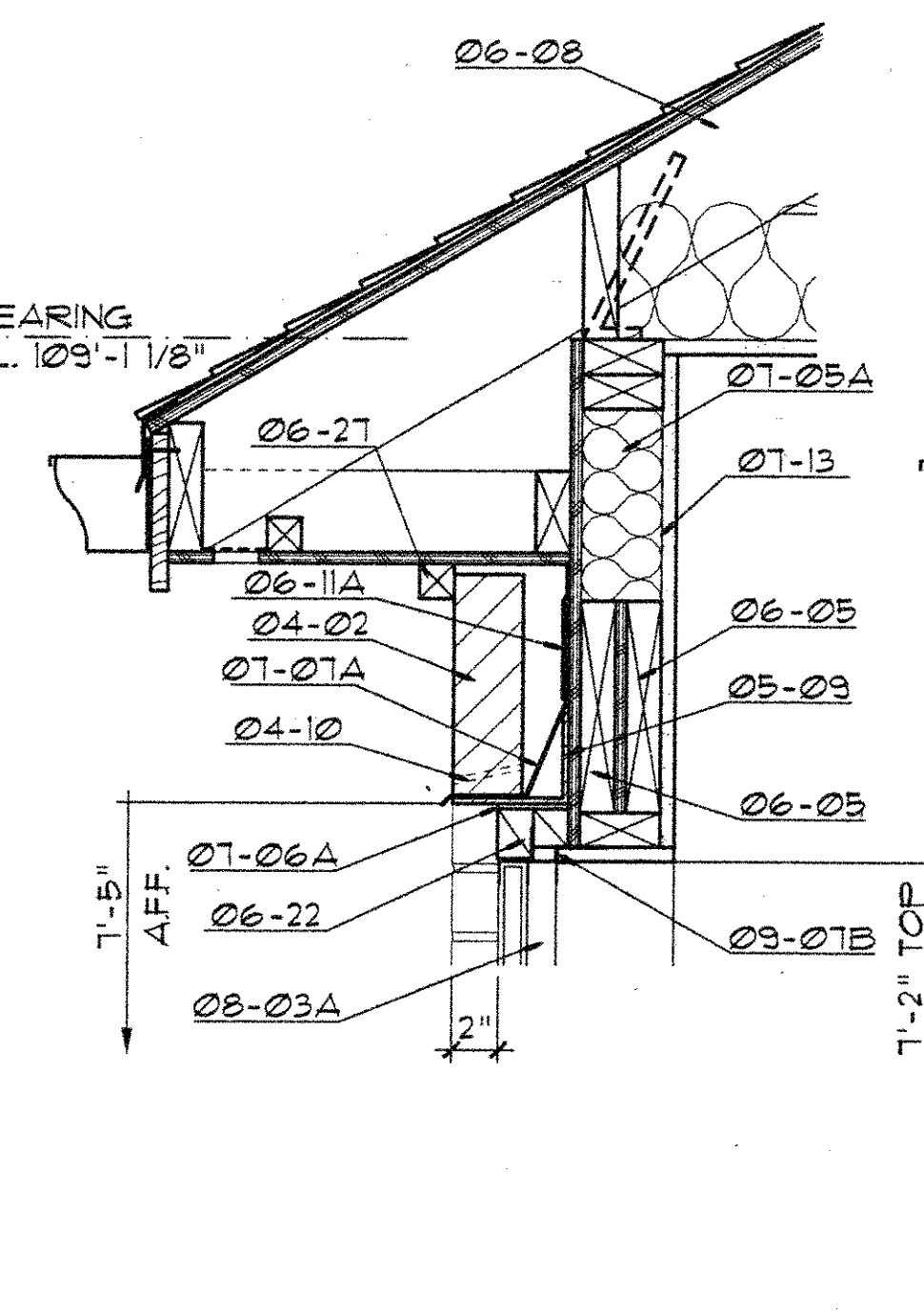
ISSUE DATE  
**AUGUST 16, 1996**

SHEET NO

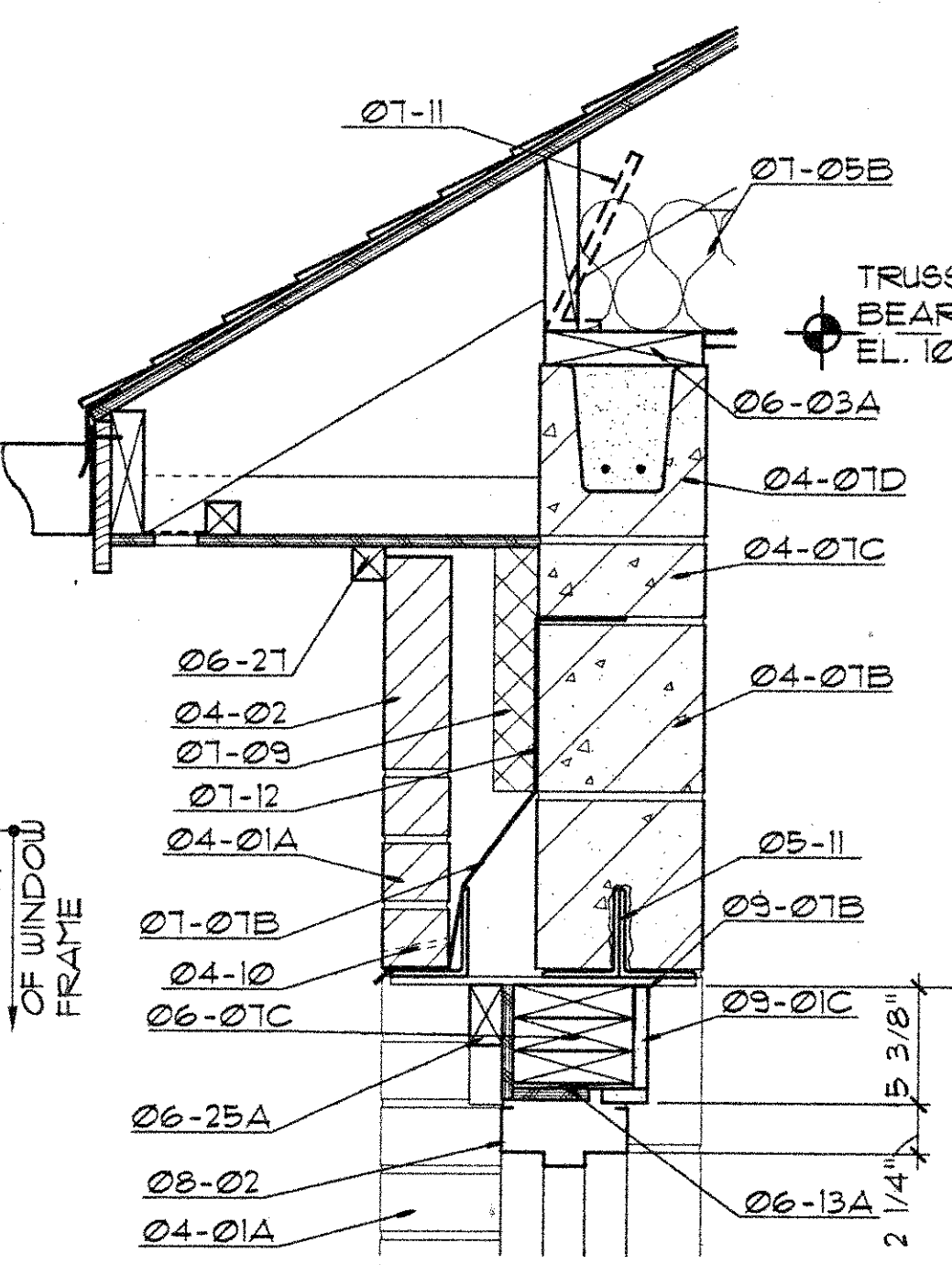
**A5-03**



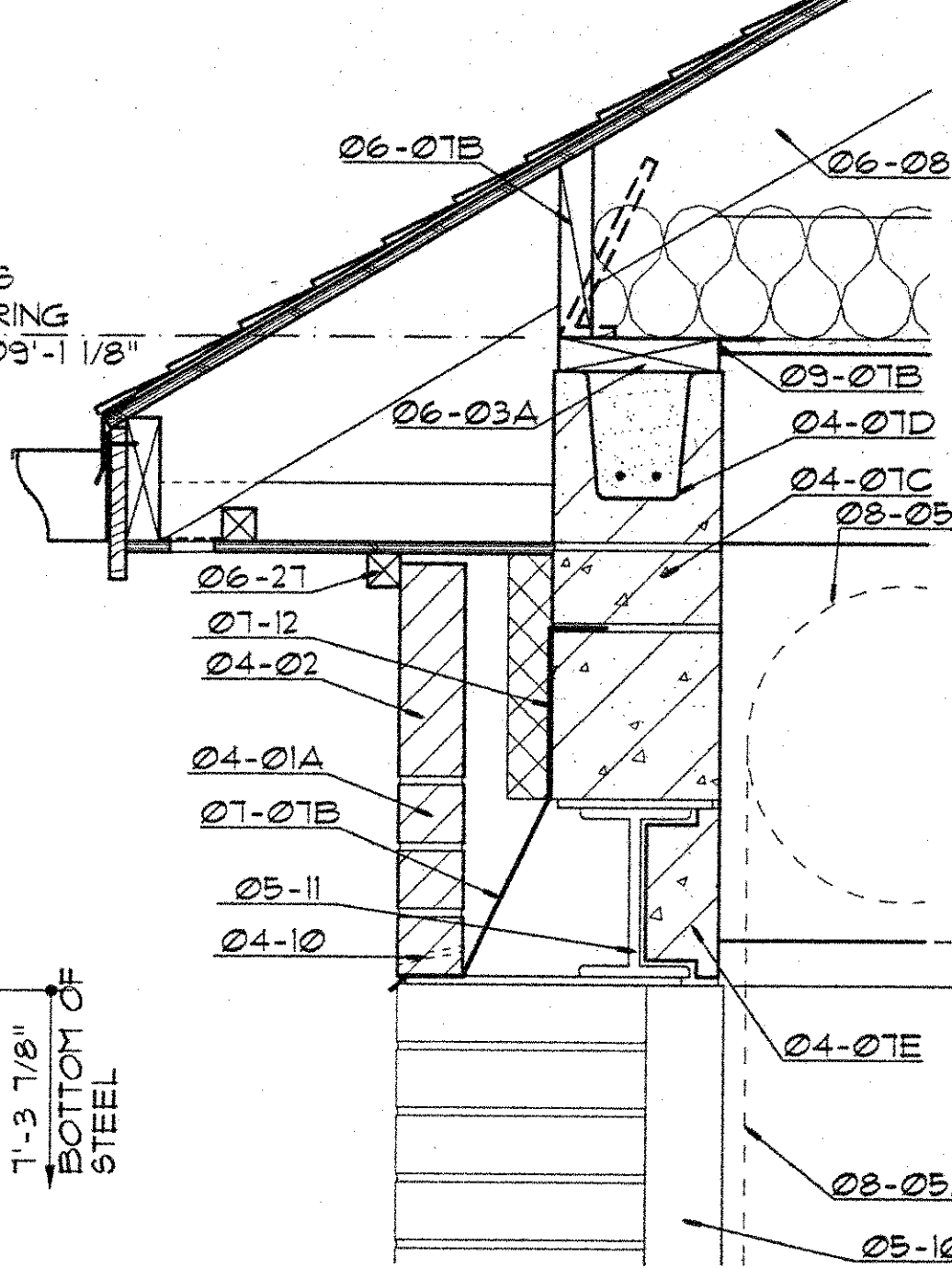
**B DOOR HEAD**



**C WINDOW HEAD**

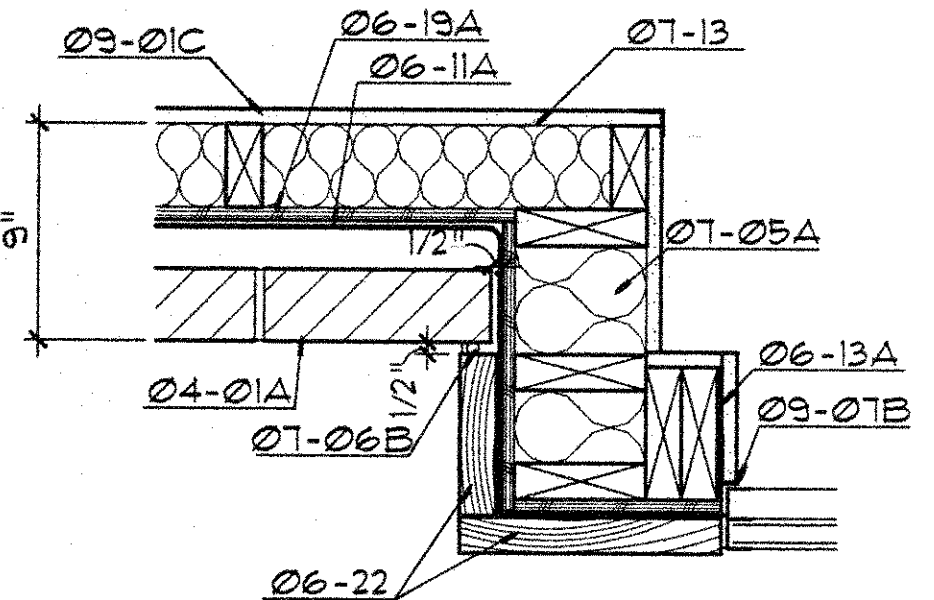


**D DOOR HEAD**

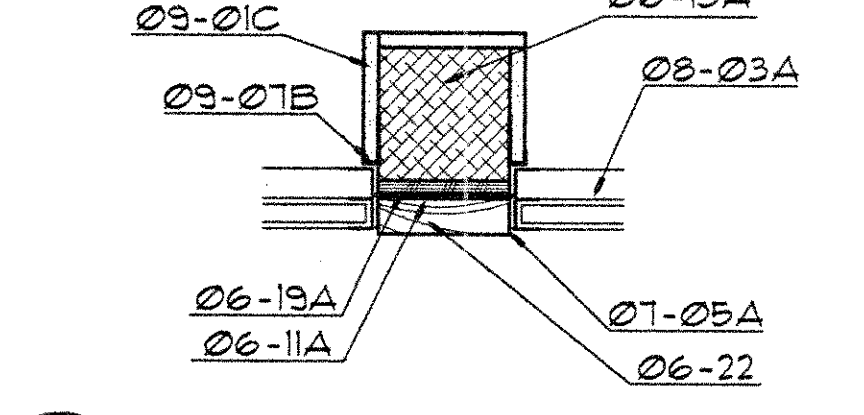


**III GARAGE DOOR HEAD**

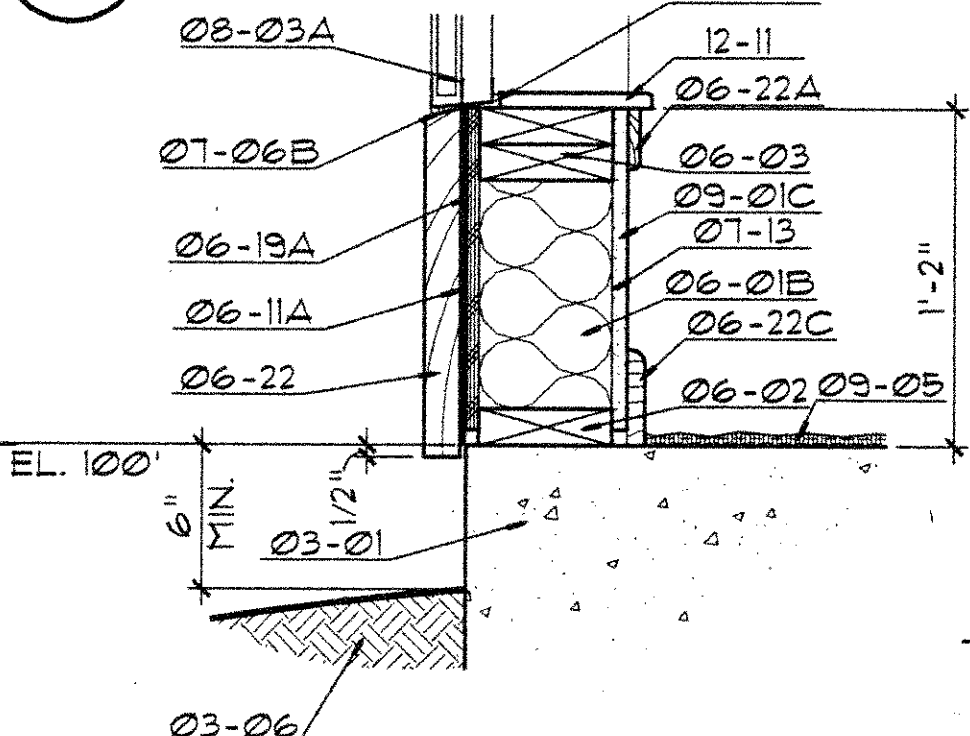
**A INTERSECTION**



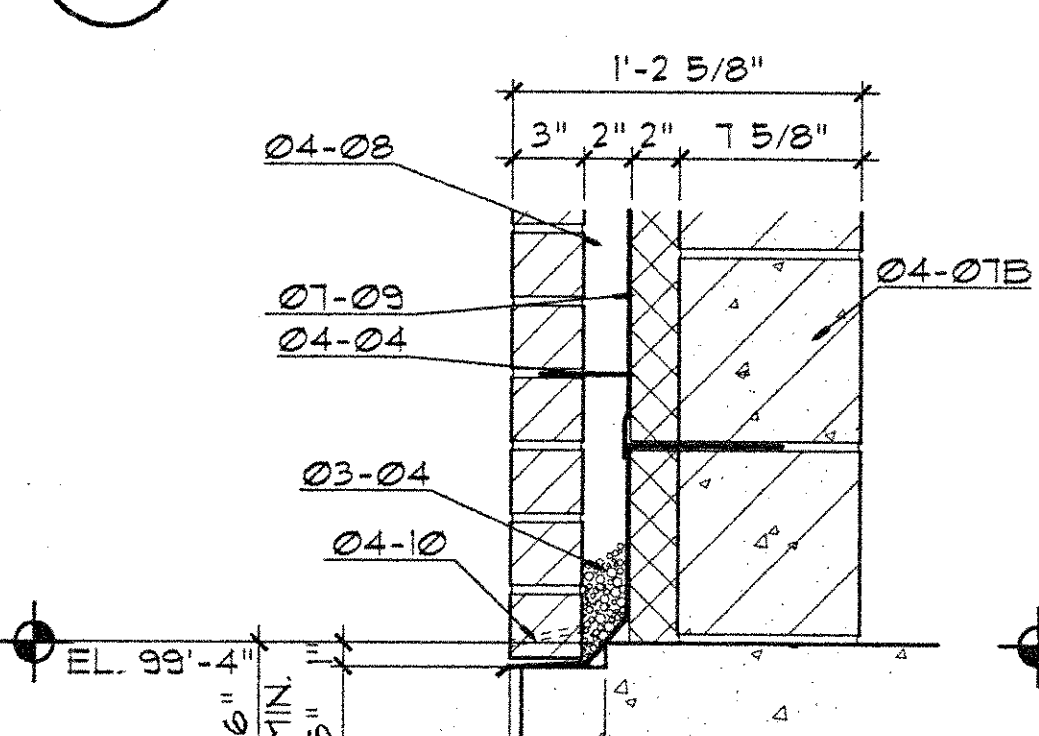
**II DOOR JAMB**



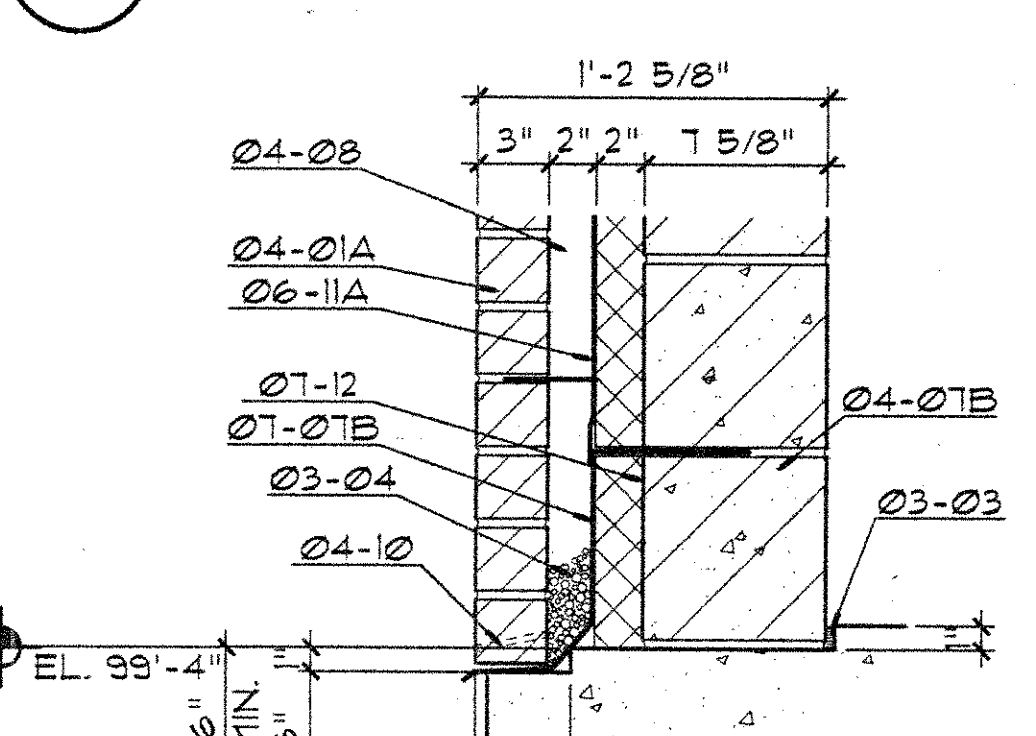
**G WINDOW SILL**



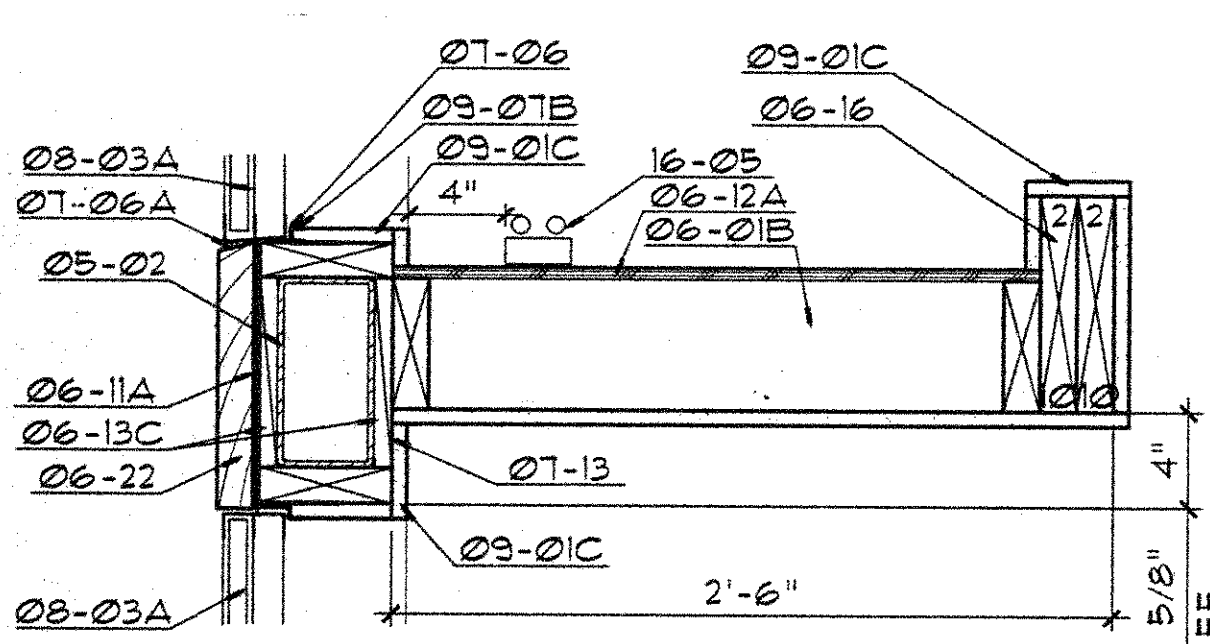
**H DOOR JAMB**



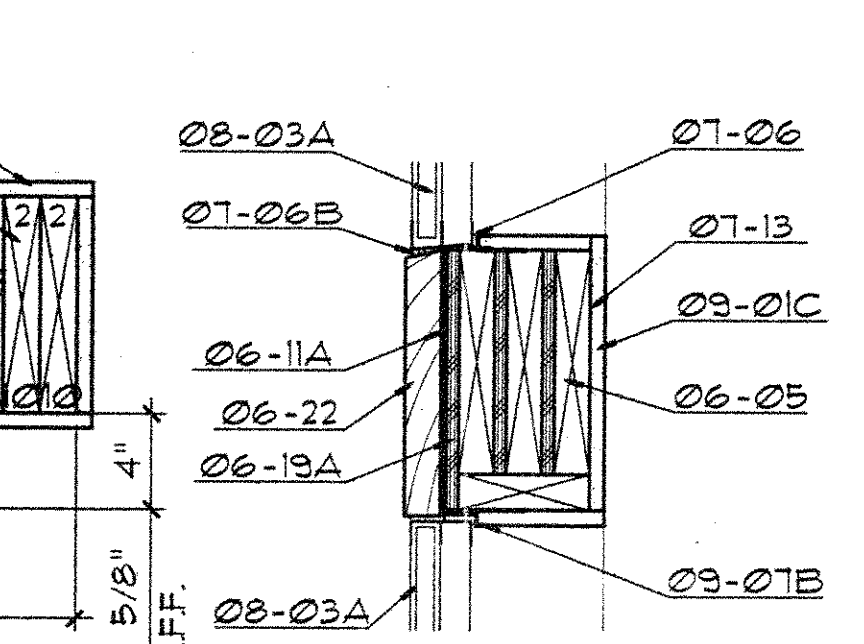
**J GARAGE DOOR JAMB**



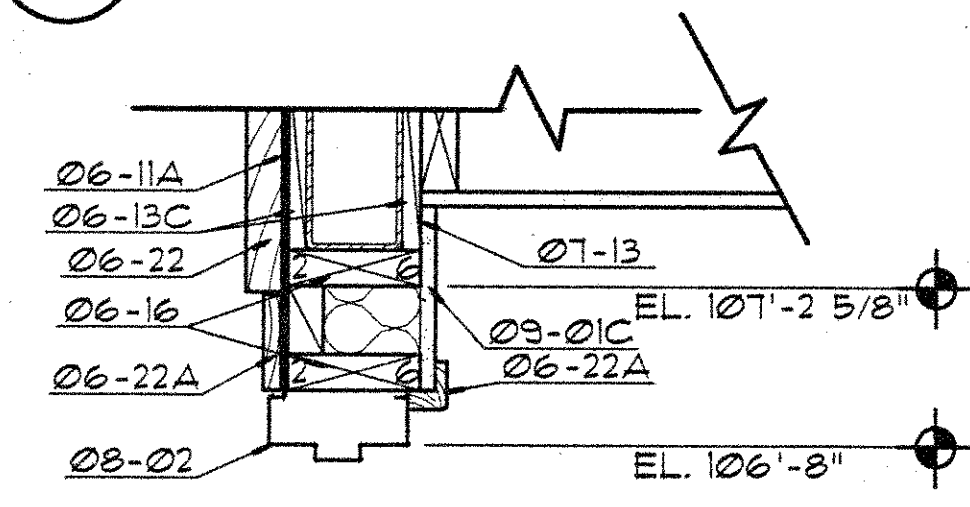
**K PLAN DETAIL**



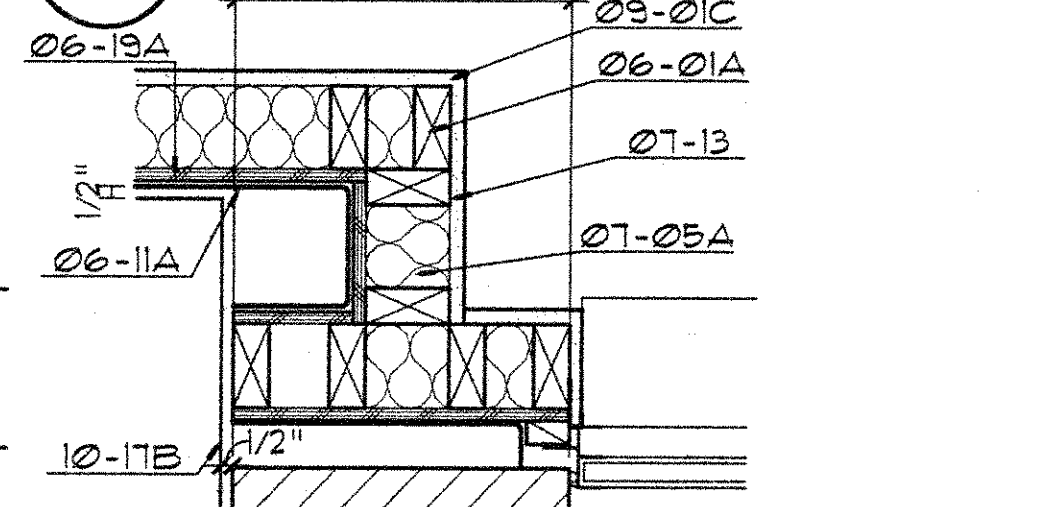
**L PLAN DETAIL**



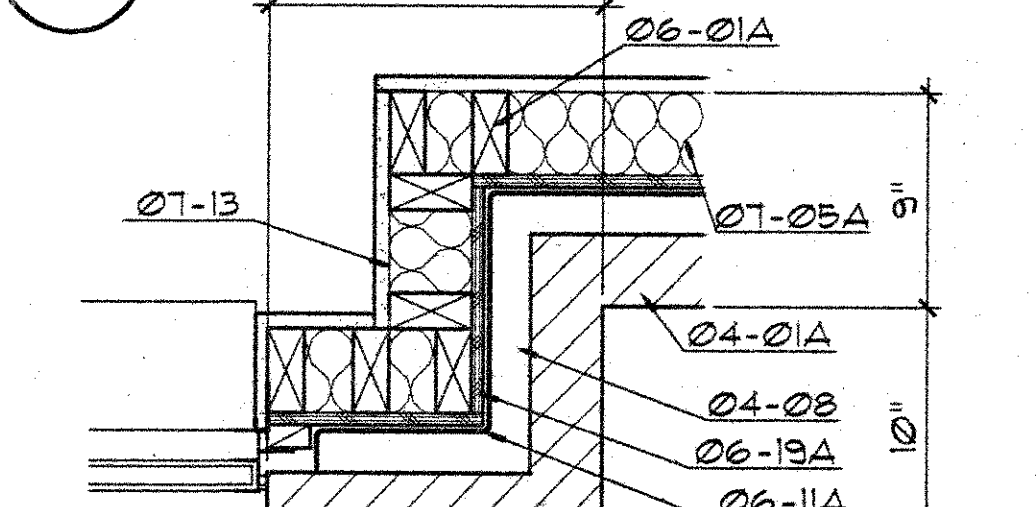
**M WINDOW SILL**



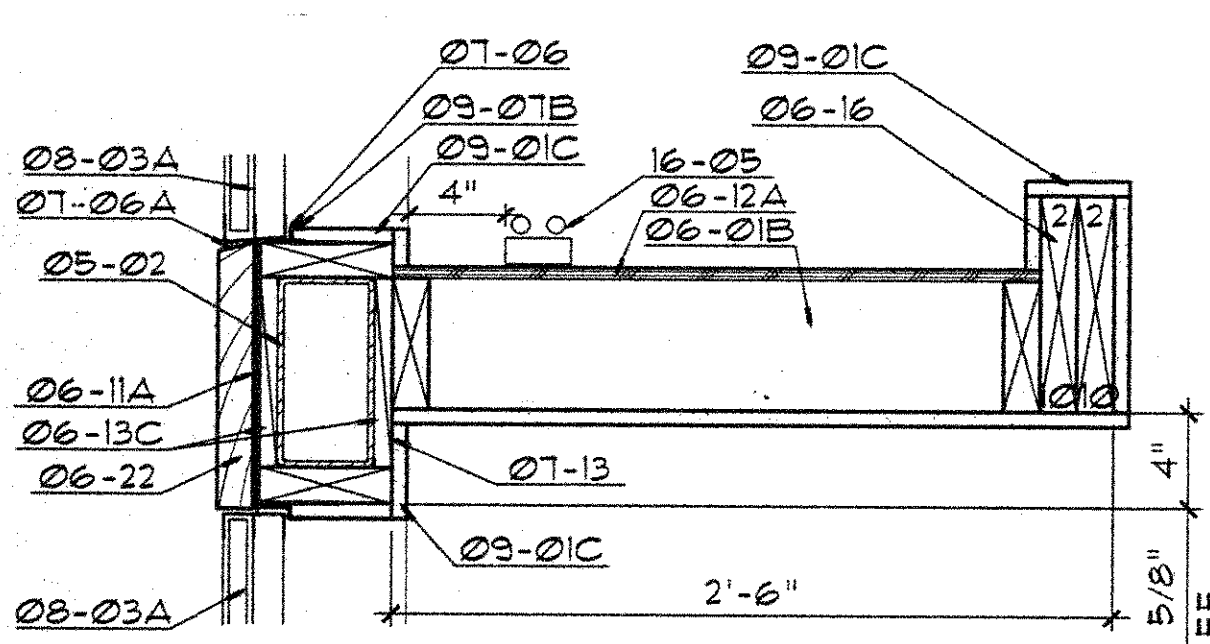
**N BRICK LEDGE**



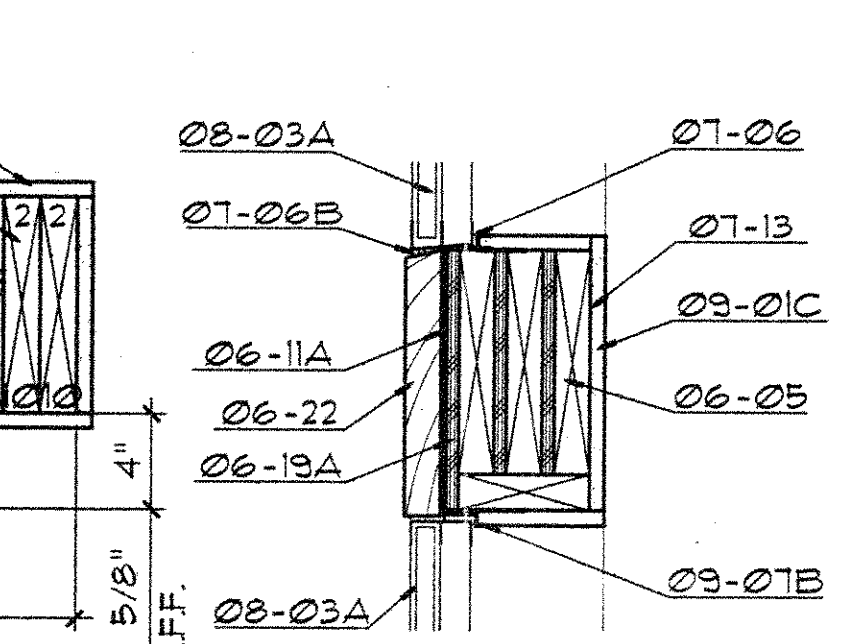
**O BRICK LEDGE**



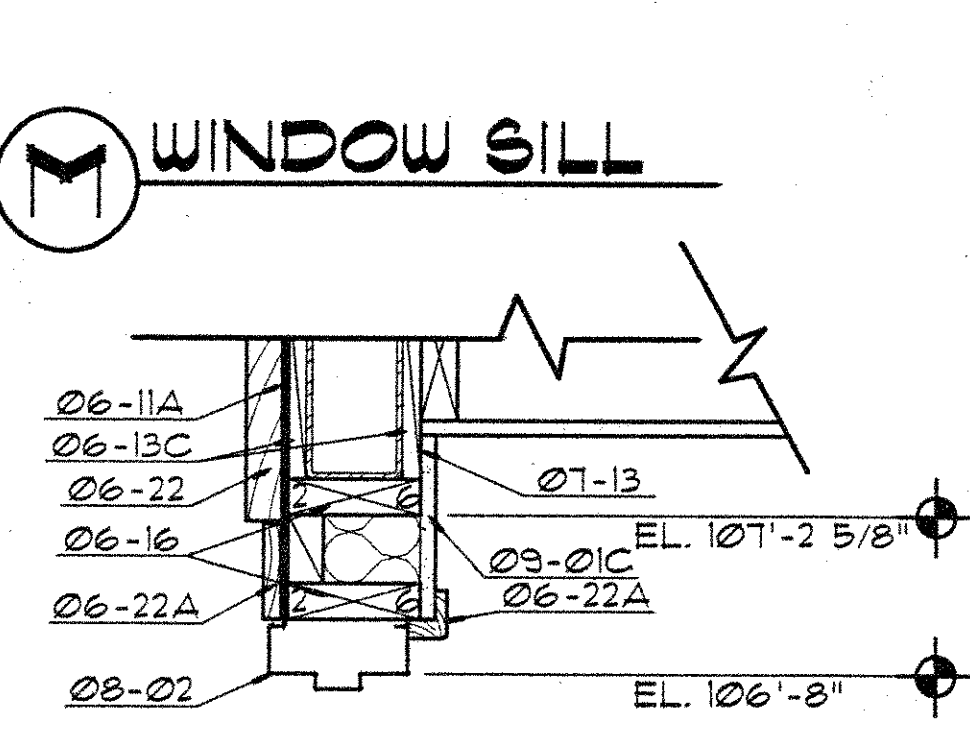
**N PLANTER SHELF**



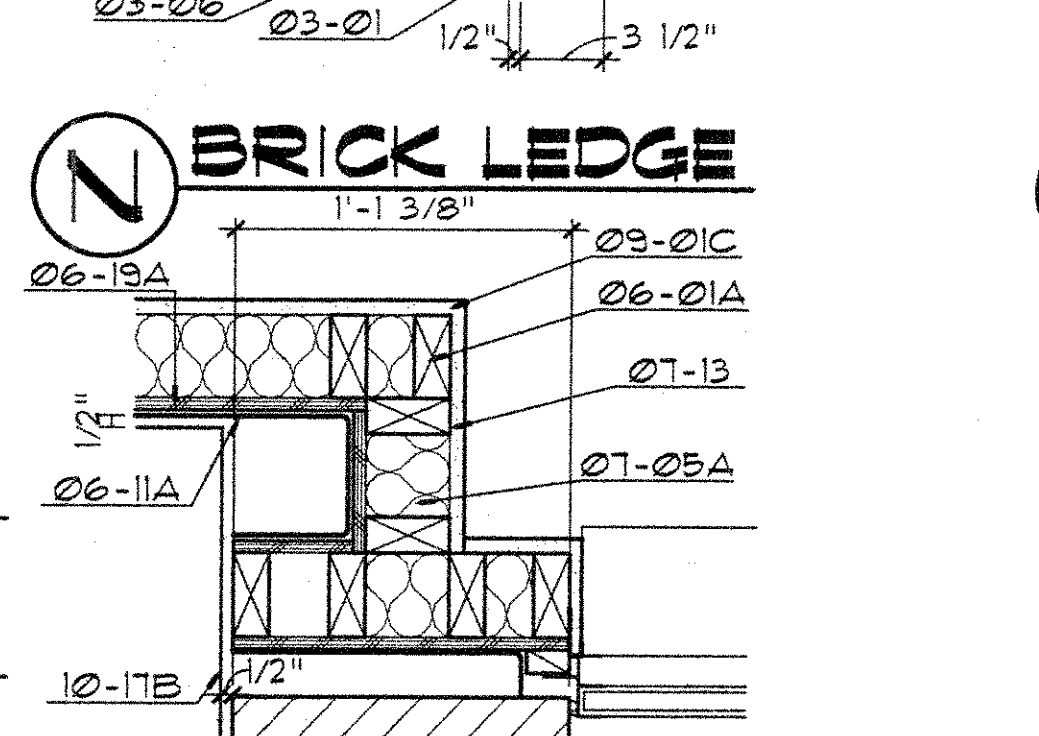
**S WIND. CROSS MEM.**



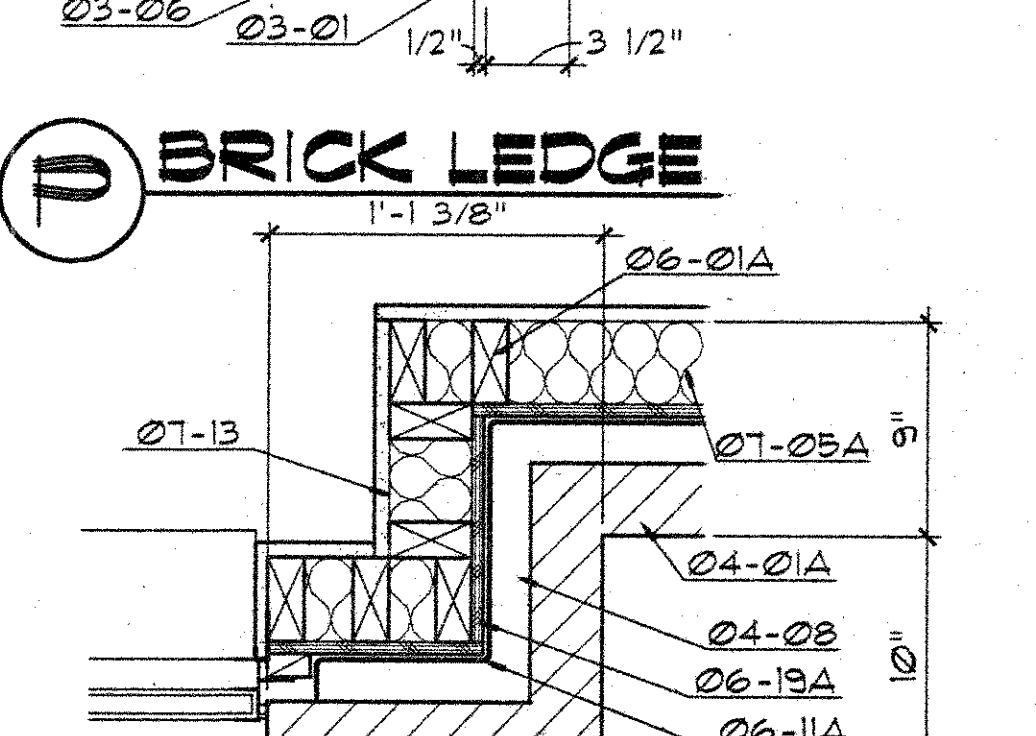
**T DOOR HEAD**  
SEE DETAIL A5-04R FOR NOTES



**U MAILBOX**



**V JAMB/CORNER DTL.**



**GENERAL NOTES:**

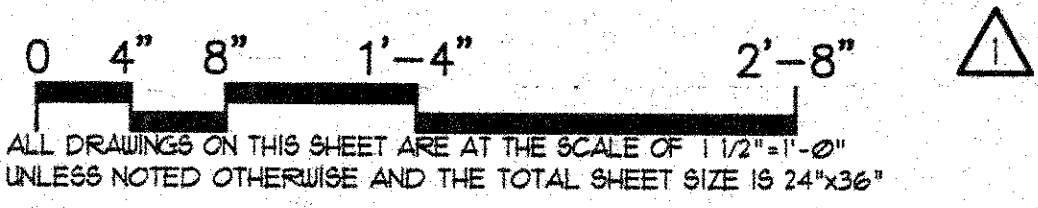
- ALL MASONRY DIMENSIONS ARE NOMINAL
- ALL EXTERIOR DIMENSIONS ARE TO FACE OF SHEATHING OR FACE OF
- PROVIDE VAPOR BARRIER AT ALL EXTERIOR WOOD STUD WALLS ON INSIDE FACE OF STUDS.

**KEYED NOTES:**

- 03-01 CONCRETE FOUNDATION
- 03-03 COMPRESSIBLE FILLER
- 03-04 GRAVEL
- 03-06 GRADE
- 04-01A KING SIZE FACE BRICK
- 04-02 KING SIZE FACE BRICK SOLDIER COURSE
- 04-03 7 5/8" X 3" X 9 5/8" CAST STONE
- 04-03A 5 5/8" X 3 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL A5-01U
- 04-03B 7 5/8" X 3 5/8" X 9 5/8" CAST STONE SILL SEE DETAIL A5-01V
- 04-04 MASONRY WALL TIE 15" O.C. VERTICALLY
- 04-06 MASONRY EXPANSION JOINT
- 04-07A 6" X 8" X 16" NOMINAL CMU
- 04-07B 8" X 8" X 16" NOMINAL CMU
- 04-07C CUT BLOCK
- 04-07D BOND BEAM
- 04-07E SOAP BLOCK NOTCH FOR WIDE FLANGE
- 04-08 2" AIR SPACE
- 04-09 GROUT SOLID
- 04-10 WEEPS 16" O.C.
- 04-11 BULLNOSE CORNER AT MASONRY OPENING
- 05-02 STEEL TUBE BEAM SEE STRUCTURAL
- 05-04 BIRD AND INSECT SCREEN
- 05-07 6" DIAMETER PIPE BOLLARD
- 05-09 HANDRAIL BRACKET
- 05-10 3 1/2" X 3 1/2" X 1/4" STEEL ANGLE CORNER PROTECTOR ANCHOR TO BRICK
- 05-11 STEEL LINTEL SEE STRUCTURAL

- 06-01A 2 X 4 WOOD STUD @ 16" O.C.
- 06-01B 2 X 6 WOOD STUD @ 16" O.C.
- 06-02 TREATED 2 X WOOD SILL
- 06-03 DOUBLE TOP PLATE
- 06-03A 2 X 8 PLATE
- 06-05 HEADER
- 06-06B (2) MICROLAM WOOD BEAMS
- 06-06C (3) MICROLAM WOOD BEAMS
- 06-07B 2 X WOOD BLOCKING EVERY OTHER TRUSS SPACE
- 06-07C CONTINUOUS 2 X WOOD BLOCKING
- 06-08 ROOF TRUSS
- 06-09 TREATED 1 X 8 WOOD FASCIA
- 06-10A 1/2" EXTERIOR GRADE PLYWOOD WITH CLIPS
- 06-10C 1/2" EXTERIOR GRADE SMOOTH FINISH PLYWOOD (PAINTED)
- 06-11A AIR INFILTRATION BARRIER
- 06-12A 1/2" PLYWOOD
- 06-13A SHIM
- 06-13C TREATED 1 X SHIM
- 06-15A COMPOSITE WOOD POST SEE STRUCTURAL
- 06-16 2 X FRAMING
- 06-18 TREATED 2 X 4
- 06-19A 1/2" EXTERIOR GRADE PLYWOOD SHEATHING

FOR BALANCE OF KEYED NOTES SEE MASTER KEYED NOTE LIST SHEET A1-04



ALL DRAWINGS ON THIS SHEET ARE AT THE SCALE OF 1/2"=1'-0" UNLESS NOTED OTHERWISE AND THE TOTAL SHEET SIZE IS 24"x36"

**KENNEDY**  
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URBAN RESOURCE GROUP  
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IBRAHIM ENGINEERING

**DALLAS HOUSING AUTHORITY**  
**DALLAS NORTH HOUSING**  
FRANKFORD & MARSH LANE  
DALLAS, TEXAS

SHEET TITLE:  
**EXTERIOR DETAILS**

DATE	REVISION	REMARKS
8/6/96	1	ISSUED FOR CONSTRUCTION
2/19/97	2	

KENNEDY PROJECT NO  
KAI# 95083

ISSUE DATE  
AUGUST 16, 1996

SHEET NO  
**A5-04**

Accent Builders Hardware

## 200-Degree Satin Chrome Door Viewer with Acrylic Lenses

★★★★★ (12) [Questions & Answers \(1\)](#)



### About This Product

Solid brass 200-Degree door viewer with optical acrylic lenses provides you with a clear view of what lies on the other side of your door. Available in 3 striking finishes with a protective coat of clear lacquer.

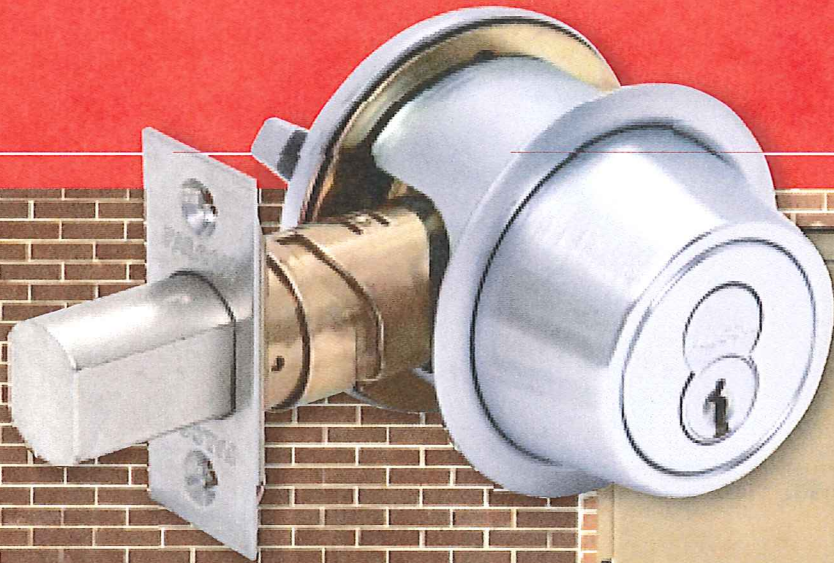
- Provides the security of identifying visitors from behind a locked door
- For use on doors 1.4 in. to 2.2 in. thick
- Manufactured from solid brass for durability
- 200-degree viewing angle
- Suitable for wood, fiberglass, or metal doors (consult the user manual for your drill and drill bits)
- Easy to install
- [Return Policy](#)

Product ID #: 300999960

Internet #: 859058006355

Model #: DV-2014SC

# FALCON



## *D Series*

### Heavy/Medium Duty Deadbolt, Grade 1 or Grade 2 configuration

The D Series deadbolt from Falcon will fit on virtually any door, thanks to an adjustable backset with an innovative lock-in-place design. Available in a Grade 1 or Grade 2 configuration, our D Series deadbolt can be fitted with any Falcon cylinder, enhances lock strength on the jamb side of the door and is easier to install than any deadbolt you've ever worked with.

#### **Falcon Fits - Everything you need in a deadbolt**

- Innovative, flexible design
- Tough-as-nails construction
- Unrivaled ease of installation

# D Series Our toughest deadbolt is also the most flexible.

Heavy duty\* saw-resistant bolt with spinning hardened steel pin inside for additional protection

\* Grade 1 - High Strength Steel  
Grade 2 - Zinc



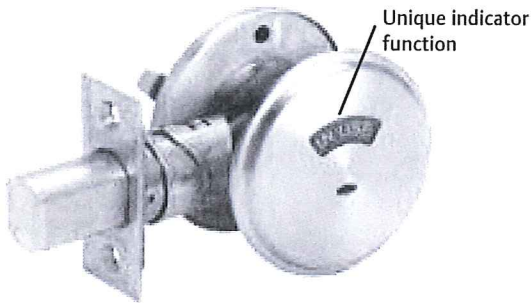
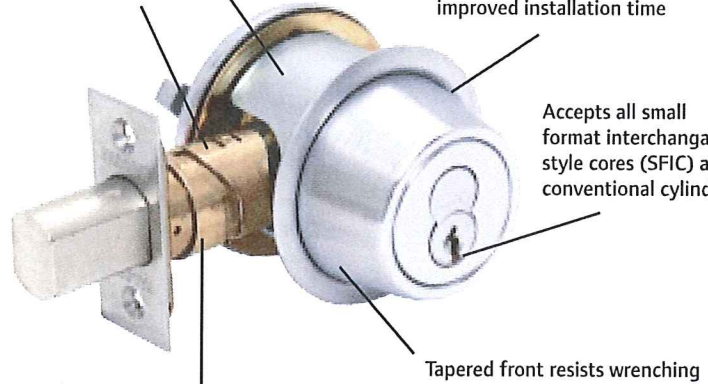
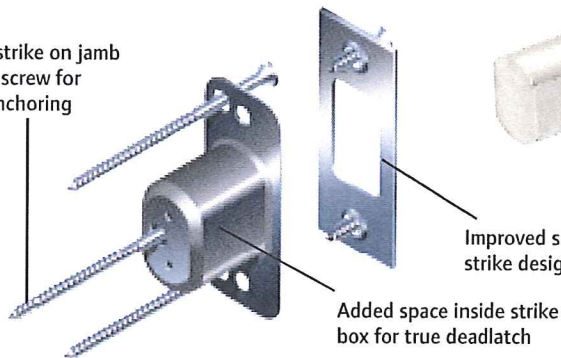
Integrated anti-pry shield behind cylinder assembly for added security and quicker installation

Latch tube construction

Integrated trim design – fewer pieces out of the box and improved installation time

Accepts all small format interchangeable style cores (SFIC) and conventional cylinders

Security strike on jamb has third screw for deeper anchoring



## Available functions (Exterior x Interior)

- Single cylinder x thumbturn
- Single cylinder x thumbturn - classroom function
- Single cylinder x rose
- No outside trim x thumbturn
- Rose x thumbturn
- Occupancy indicator x thumbturn
- Double cylinder
- Double thumbturn

## Available Finishes



605  
Bright Brass



606  
Satin Brass



613  
Oil Rubbed  
Bronze



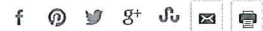
625  
Bright Chrome



626  
Satin Chrome

To find out more visit [www.falcon.ingersollrand.com](http://www.falcon.ingersollrand.com)

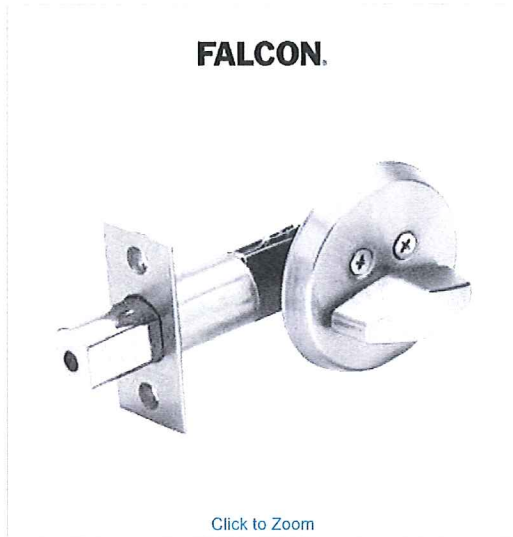




# Falcon D241P626

Satin Chrome Grade 2 Single Cylinder 5 Pin Deadbolt with Turn Dial Inside from the D200 Collection

Item # BCI1609779 | Model # D241P626



### Save 3% on Allegion Brands!

Save on the Top Commercial Hardware Brands: LCN, Falcon and Von Duprin. Coupon Code: COMMERCIAL3  
Offer Ends 4/30/2015

**\$49.25**

Originally \$72.00, Your Savings: 32%

### Satin Chrome



### Free Shipping!

How did you feel about this item? Be the first to review this product.

### Made To Order

Ships in 1 to 3 weeks

1 **Add To Cart** >

[Return & Shipping Details](#)

3+1

Score **49 - 53** reward points with the purchase of this product! [Learn More Here](#)

### Questions about Falcon D241P626?

Contact us for advice or more details. Our product specialists are here to help.

(800) 375-3403 [Email an Expert](#) [Live Chat](#)



- Overview
- Specifications
- Reviews <sup>0</sup>
- Product Q&A <sup>1</sup>
- Matching Products

### Grade 2 Single Cylinder 5 Pin Deadbolt with Turn Dial Inside from the D200 Collection

The single cylinder deadbolt has a thumb turn inside which can lock or unlock the door, and a key turn outside. Deadbolt locks provide an extra measure of protection against break-in when used as a supplement to an existing lockset. In applications ranging from military and government projects to multi-family housing, retail and restaurants, Falcon deadbolts deliver superior performance and the flexibility of multiple keying systems. Their full line of Grade 1 and 2 auxiliary locks feature interchangeable cores that are compatible with SFIC products from other manufacturers. And they're backed by Ingersoll Rand, the best name in the business.

For over 40 years Falcon Lock has been manufacturing reliable lock hardware. Their reputation and commitment to providing a high quality product at a reasonable price with timely delivery has been rewriting the standard in their industry. Falcon has one of the most extensive lines available on the

market today- with a choice of functions and applications to meet and outreach the most demanding requirements. They continue to keep a pulse on our market by working closely with various agencies and organizations, such as ANSI/BHMA, who are responsible for the writing of specifications and standards. This allows them to improve and meet the needs of a changing market with reliable and flexible locks, delivered on time, exactly when you need them.

**Features:**

- 1" Throw
- For Doors 1-3/8" to 1-7/8" Thick
- 2-3/8" to 2-3/4" Adjustable Backset
- Non-Handed
- 2-3/4" x 1-1/8" Lipless Strike
- Solid Brass Plug
- ANSI A156.5 Certified
- BHMA Grade 2
- G Keyway Standard (Other Keyways Available to Suite Your Needs)

**Additional Falcon Links**

- [View the Manufacturer Warranty](#)
- [Browse All Falcon Products](#)

This Falcon item can also be referenced by the following color/finish specific model #:

Falcon D241P605 Bright Brass	Falcon D241P625 Bright Chrome	Falcon D241P613 Oil Rubbed Bronze
Falcon D241P606 Satin Brass	Falcon D241P626 Satin Chrome	

\*Discontinued model or finish

**More Than Just a Store - Your Reasons to Shop**

Discover the **best online deals** for the D241P and everything else for your home from the leading online home improvement store.

We're committed to providing you with the best assortment of Falcon products with over 400 warehouses across the country.

Our **knowledgeable product specialists** work to bring you the best prices on every product and provide unmatched customer service. Your satisfaction is our highest priority!

**People Who Viewed Falcon D241P Ultimately Bought**

<p>Ives 8302b-0.4.16 Starting at \$54.06 ☆☆☆☆☆ (0)</p>	<p>Falcon D111P Starting at \$91.44 ☆☆☆☆☆ (0)</p>	<p>Falcon D231P Starting at \$74.88 ☆☆☆☆☆ (0)</p>	<p>Hager 3215 Starting at \$39.18 ☆☆☆☆☆ (0)</p>	<p>Schlage B660P Starting at \$96.38 ★★★★★ (3)</p>
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**Sponsored Links**



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Home (/) > Door and Cabinet Hinges & Hardware (/s/?c=27&cn=Door+and+Cabinet+Hinges+%26+Hardware) > Door, Window & Cabinet Hardware (/s/?c=4559&cn=Door+Window+%26+Cabinet+Hardware) > Cylindrical Locksets (/s/?c=5344&cn=Cylindrical+Locksets) > Falcon Lever Locksets, Grade 1 and 2 (/g/Falcon%20Lever%20Locksets%20Grade%201%20and%202/00061379/) > Medium Duty Lever Lockset, Quantum



**\$75.96** /ea

Availability info N/A [i](#)

qty

add to cart

Ships from Zoro

**This item ships free!**  
(standard ground shipping)

< [Back to Falcon Lever Locksets, Grade 1 and 2 \(/g/Falcon%20Lever%20Locksets%20Grade%201%20and%202/00061379/?category=5344\)](#)

## Medium Duty Lever Lockset, Quantum

by FALCON LOCK (/b/FALCON%20LOCK/)

### Technical Specifications

**Zoro #:** G5051462 | **Mfr #:** S00029097890

**Includes:** Hardware

**Finish:** Satin Chrome

**Location Type:** Commercial

**Item:** Lever

**Grade:** 2

**Backset:** 2-3/4"

**Number of Keys:** 2

**Fire Rated:** 3 hr.



<b>Series:</b> W	<b>Style:</b> Quantum
<b>Finish:</b> Satin Chrome	<b>Required Door Thickness:</b> 1-3/8", 1-3/4"
<b>Keyway Type:</b> No Core	<b>Keying:</b> Unkeyed
<b>Standards:</b> ANSI A156.2	<b>Includes:</b> Hardware
<b>Cylinder Core Type:</b> Not Included	<b>Handle Material:</b> Brass, Steel, Zinc
<b>Lockset Function:</b> Storeroom	<b>Lockset Performance Strength:</b> Medium Duty
<b>Strike Type:</b> ASA STRIKE	<b>Zoro Number:</b> G5051462

**Mfr Number:** S00029097890

### Product Description

Lever, Medium Duty, Lockset Function Storeroom, Style Quantum, Handle Material Brass, Steel, Zinc, Satin Chrome Finish, Strike Type ASA STRIKE, Fire Rated 3 hr., Grade 2, Series W, Location Type Commercial, Backset 2-3/4 In., Cylinder Core Type Not Included, Required Door Thickness 1-3/8 In., 1-3/4 In., Keyway Type No Core, Keying Unkeyed, Number of Keys 2, Includes Hardware, Standards ANSI A156.2



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## SECTION 07530 • FLEXIBLE SHEET ROOFING SYSTEM 1. GENERAL

Contractor shall furnish and install a laminated 37 mil single ply membrane roofing system that is fabricated of a woven inserted low shrink polyester fabric and has a thermoplastic coating, such as manufactured by Duro-last, Inc. or an approved equal.

### B. Application

The specially formulated thermoplastic coated membrane which allows installation through the use of continuous 3/4" securing tabs, factory dielectric ally welded every 4'9" on center. Mechanical fasteners and distribution plates that are used through the 3/4" securing tab eliminate the need for ballast.

### C. Physical Properties

The single ply membrane shall allow installation at any time of the year and shall provide: resistance to ultra-violet rays, superb tear and puncture strength, the ability to be impervious to most caustic chemicals and acids, and show no ill effects to heat.

The General Conditions, Supplementary Conditions, and Applicable Provisions (1) are hereby made a part of this section as fully as if repeated here.

### D. Requirements of Regulatory Agencies

Membrane and related items shall be classified by Underwriters Laboratories, Inc., as a Class A Sheathing Material for use in construction of Class A coverings. Membrane and related items shall be tested and approved as an I-90 assembly.

Membrane and related items shall be tested and approved as an I-90 assembly.

### B. Roofing Contractor's Qualifications

Applicator shall be approved and named by the membrane manufacturer; a schedule of work or training must be scheduled with the supervision provided by the membrane manufacturer at no additional charge.

### C. Requirements of the Membrane Manufacturer

- All components of the roofing system shall conform to the current published specifications and details of the membrane manufacturer.
- There shall be no deviation made from this specification without prior written approval by the membrane manufacturer and building owner or his/her

duly appointed representative.

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#### D. Field Inspection

J. The owner reserves the right to retain, at the Owner's expense, an independent inspection service to provide full time inspection of the roofing system installation. The inspector shall have free access to the work area.

2. The Contractor shall arrange for the membrane manufacturer to provide inspection of the roofing system installation. Upon the completion of the installation, an inspection shall be made by a Quality Assurance Technician of the membrane manufacturer at no extra charge to the building owner or contractor, to ascertain that the roofing system has been installed in accordance with the manufacturer's published specifications and details.

#### E. Defective Work

Should the installation of the roofing system not be approved by the manufacturer's technician, correcting the defective work shall be done by the contractor until the roof system satisfactorily meets all the specifications and manufacturer's requirements. Corrective work will be done WITH NO ADDITIONAL EXPENSE TO THE OWNER.

#### F. Guarantees

1. The contractor shall warrant the roof application with respect to workmanship for two (2) years from the date of acceptance by the Owner. Should any leaks covered under the warranty occur during this period, corrective action will be taken by the Contractor to repair the roof to the satisfaction of the owner and membrane manufacturer. ALL CORRECTIVE

WORK WILL BE DONE AT NO COST TO THE OWNER..

2. The Owner requires that the roof have the manufacturer's standard written 15 year limited warranty at no additional charge. Upon warranty inspection and acceptance of the roof, the warranty will be turned over to the Owner on behalf of the

-- Contractor, by a Quality Assurance Technician. --

3. The membrane manufacturer shall provide a twelve (12) million dollar product liability insurance policy to cover condominiums, public and commercial buildings in addition to product warranty.
4. No work shall be done on said roof, including but not limited to openings made for flues, vents, drains, sign braces, or other equipment fastened to or on the roof, unless the Contractor or membrane manufacturer is notified first. Contractor or membrane manufacturer shall be given the opportunity to make the necessary roofing application recommendations with respect thereto, and require such recommendations are complied with. Failure to observe this condition shall render the warranty null and void. The Contractor or membrane manufacturer shall be paid for time and material expended in making recommendations or repairs occasioned by the work of others on said roof.
5. Corrective measures on leaks shall be undertaken within seventy-two (72) hours after notification has been received by the Contractor or membrane manufacturer from the Owner.

## G. Weight Requirements

The total weight of the installed roofing system including all accessories i.e.: screws, plates, 2-way breather vents, etc. shall not exceed 28 pounds per square. Insulation weight varies according to R-value desired.

## H. Mechanical Attachment

1. For basic wind speeds of 90 mph or less and a maximum building height of 40 feet securement tabs shall be spaced 57 inches on center. Fastening shall be 12 inches on center along each tab within 10 feet of any edge and 18 inches on center along each tab in the field or remaining areas. For basic wind speeds of 90 mph or less and a maximum building height of 40 to 90 feet securement tabs shall be spaced 27 inches on center. Fastening shall be 12 inches on center along each tab within 10 feet of any edge and 18 inches on center along each tab in the field or remaining areas.
2. Deck membrane shall be fastened with approved fasteners, 12" on center along bottom of all parapet walls, elevation changes and perimeter edges.
3. Deck membrane shall be fastened around cutouts with approved fasteners 12" on center or a minimum of 1 per round penetration having a diameter of not more than 6 inches.

## SUBMITTALS

### f. Required Submittals to the Architect/Owner

L Written confirmation from the membrane manufacturer that the installer is a certified, approved applicator.

2. Manufacturer's literature on the following items
  - a. Roofing membrane with dielectrically welded seams
  - b. Pre-manufactured parapet flashings
  - c. Prefabricated pipe flashing and urethane sealant
  - d. P.V.C. Weldable: drip-edge, gravel/water stop, termination bar
  - e. Night seal
  - f. Breathable 2-way vents
  - g. Self leveling pourable sealer
3. 6" long samples of the following:
  - a. Gravel/water stop
  - b. Drip edge
  - c. Termination bar
4. Shop drawings (copies of these must be sent to the membrane manufacturer)

## B. Required Submittals to Building Owner

1. Submit shop drawings for approval. Shop drawings are required for final inspection of the warranted roof. Shop drawings shall be approved and assigned a number by the membrane manufacturer.

- Shop drawings shall include: outline of the roof and roof penetrations, location and type of penetrations, perimeter and penetration details, special details and section layout, location of factory dielectric welds, accessory and material list.

### 1.3 PRODUCT DELIVERY, STORAGE AND HANDLING PROCEDURES

- Deliver materials in original unopened packaging.
- Containers labeled with manufacturer's name, brand name, and identification of various items.
- Store materials in a dry area and protect from inclement weather. Damaged materials shall be replaced at Contractor expense.

### 1.4 JOB CONDITIONS

#### A. Environmental Conditions.

In making field heat welds, make sure all welding surfaces are clean and free of moisture or foreign items.

#### B. Protection

Protect all work in an approved manner including all vertical and horizontal faces of building walls. Provide special protection of the face of the wall adjacent to hoist.

Complete the whole roofing section or any portion of the roof in a single day to avoid exposure to rain, dew, or moisture of any kind. If rain threatens the day or in an emergency, protect the unfinished exposed roofing components and provide temporary water cut-offs around exposed edges and include:

flashing areas: \_\_\_\_\_

### 2.01 PRODUCT

#### 2.1 MATERIALS

##### A. General

Membrane components to be products of the membrane manufacturer. No substitutions shall be accepted.

##### B. Membrane

- A special formulated, permanent, thermoplastic alloy, bonded to a high tenacity, low shrinkage woven polyester fabric with resistance to ultraviolet rays, microorganisms and impervious to most caustic chemicals.
- Membrane shall be factory dielectrically welded, pre-fabricated sheets up to 2,500 square feet or as determined by job condition.

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### C. Membrane-Related Materials

1. Flashing: Pre-fabricated reinforced roofing membrane .037 inches thick, furnished by membrane manufacturer.
2. Termination Sealant: Compatible with materials to which the membrane is to be bonded, conforming to Federal Specifications *TT-C.598* and *rr·S-00230C* as furnished by membrane manufacturer.
3. Distribution Plates: Factory Mutual approved stress distribution plates

formed from a minimum of 24 gage 0-90 C.Q. steel with a galvalume coating, or high strength polyblend. A 0.252 inch diameter hole is located in the center of the plate.

4. Water Cut-Off Mastic: Compatible with materials with which it is used and furnished by membrane manufacturer.
5. Night Seal: Compatible with materials on which it is used.
6. Pitch Pocket Sealant: Shall be a single component, self leveling silicone sealant:  
  
furnished by the membrane manufacturer.
7. Fasteners: Compatible with roof deck as furnished by membrane manufacturer; Screws shall be furnished by membrane manufacturer and be Duro-Galvanized #14 and must pass 30 cycles in the Kesternich Cabinet DIN #5(XJ18.2) Lite: The R,1 approved fastener is inserted through the hole in the plate and then properly secured to the deck.
8. Breather Vents: Two-Way vents with factory attached skin shall be installed at a density of one per 1000 per square feet and in accordance with manufacturer's specifications. Two-way vents shall be supplied by membrane manufacturer.
9. Terminations/Edge Details: Shall be manufactured from rigid exterior vinyl with slotted holes for securement and furnished by the membrane manufacturer. All other terminations/edge details must be approved by membrane manufacturer.

### D. Insulation:

Board insulation shall be a minimum of 1/2 inches thick perlite, woodfiber, fiberglass, perlite/urethane composite, or polyisocyanurate.

2. Extruded polystyrene (EXPS) insulation and expanded polystyrene boards (EPS) shall be installed with a separator sheet and shall meet the following requirements;
  - a. Thickness: 1" minimum
  - b. Density: 1 1/2 pounds per cubic foot
  - c. Absorption by volume: Less than 2.5% as measured by ASTM C2272.

### E. Tapered Crickets (where required)

Crickets shall be formed of tapered material having the same requirements and characteristics as listed in the preceding paragraph.

### F. Roofing Nails

Nails shall be galvanized "Stronghold" type (for use on parapet walls, wood eaves).

### 3.0 EXECUTION

#### ~ Substrate Inspection

1. Inspect all surfaces, to receive roofing, for any condition that will adversely affect execution, performance, or quality of work.
2. All roof surfaces and all sloped surfaces to drains and outlets shall be checked and approved by the roofing contractor prior to the start of the roofing work.
3. Install roofing material only under satisfactory conditions as specified by the membrane manufacturer.

### 3.1 GENERAL REQUIREMENTS

#### A. Precautions

1. Do not layout or expose any insulation on the deck that cannot be covered by membrane on the same day.
2. In making all field heat welds, make sure all edges are cleaned and free of tar, mastic or other foreign items.
3. Do not expose membrane and accessories to a constant temperature in excess of 180 degrees Fahrenheit.
4. Sealants and adhesives should be applied according to the manufacturer's specifications and all containers shall be disposed of properly.
5. Start securing the membrane at the highest point and work toward the drains,

#### B. Protection of Roofing Surfaces

Storing, wheeling, or trucking directly on roof insulation or membrane surface is not recommended. Smooth, clean plywood or plank walkways, runways and platforms shall be provided as necessary.

### 3.2 INSULATION INSTALLATION

#### A. General

The roof insulation shall be installed with approved fasteners and distribution plates placed according to specifications. Insulation boards having maximum of dimensions of 2 x 4 feet shall require a minimum of 2 fasteners, Insulation boards having maximum of dimensions of 4 x 4 feet shall require a minimum of 4 fasteners. Insulation boards having maximum of dimensions of 4 x 8 feet shall require a minimum of 5 fasteners. Install the fasteners flush with the top surface of the insulation board. The ends of the insulation boards shall be staggered 50% from row to row. Butt each insulation board firmly to the adjacent board. Do not jam insulation boards or allow cracks between the insulation boards. Cut boards to allow a maximum of 1/4" gap away from vertical surfaces. The following F11 approved insulations are approved for use with the membrane cover: Wood Fiberboard, Perlite, Fiberglass, Perlite/Urethane Composite Polyisocyanurate or others approved by the membrane manufacturer. Contact the membrane manufacturer for specific applications ....

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### 3.3 MEMBRANE INSTALLATION

#### A. Laying Out

Select the proper factory marked rolled sheet of roofing membrane for an outside corner or high point. Orient the roofing membrane so that the 3" wide fastening tabs are perpendicular to the ribs or conugations of a steel deck or perpendicular to the width of the Prestressed concrete "1" slabs, etc. When laying out each tab. pull the membrane tight.

#### B. Roof Sections

Unfold first sheet along edge of roof or parapet wall. Position and fasten first tab with plates and SCrews according to membrane manufacturer specifications. Unfold roofing sheet to the second 3 1/4" wide fastening tab. Pull tab tight and secure to deck as herein after described., maintaining proper plate and screw frequency, squarely placed. Continue unfolding and fastening roofing membrane until entire sheet is in place. Install the adjacent roofing membrane sheets using the fastening procedure described. Proceed until all sheets are in place, thus forming a monolithic roof cover. Make sure all edges of each sheet of roofing are fastened with the same fastener spacing as tabs or are welded to another sheet that is fastened in this manner.

#### C. Field Welding

All field heat seams of the roofing materials shall be 11/2" minimum & \Jd be made with a hot air welder. The hot air welder shall be in such a position that the outside edge and both pieces of material will receive an equal amount of heat and all of wmc h will be closely followed by a 15/8" wide roller, specially designed for this purpose. Make a hands and knees inspection of all field welds with a probe.

#### D. Cut-outs

- : Make cut-outs irroofin-g nembra~e for protrusions through thereOf. Some situations might require that the deck membrane be slit to the section edge for fitting around protrusions. Fasten around cut-outs with approved fasteners, 12" on center or a minimum of one per side. The skirts on factory prefabricated accessories when

welded to deck membrane will cover these. . -

#### E. Stacks

Mter membrane has been attached, select proper size of premanufactured round staCk for roofvents and pipes. Drop stack over pipe, flat to roof, and heat weld skirt to deck membrane. Using hand tool, tighten stainless steel band (or stainless steel screw clamp) around top of stack to prevent water penetration, and cut off excess. Using factory approved sealant. liberally seal the top of stack and steel band.

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## F. Curb/Pitch Pockets

After curing cut-out as stated. Heat weld bottom of skin to deck membrane. If the square or rectangle penetration has a removable top, i.e. roof hatch, skylight, etc., remove and fold custom curb over top, secure, then lower onto frame. If top is not removable, secure top of custom curb with termination bar and seal with factory approved sealant. Use this same procedure on existing or new pitch pockets.

## G. Breather Vents

For new construction or reroof, after tear-off, a two and one half inch hole

cut down to the insulation facer is required. For reroof application a two and one half inch hole cut down to the original insulation facer is required. Refill hole with fiberglass insulation.

## H. Parapet Walls

Fasten bottom tab of prefabricated parapet wall flashing 12" on center with approved fasteners. This fastening sequence will secure both bottom of parapet and edge of deck membrane. Base skirt should extend approximately 6" onto roof. This allows for a 1 1/2" weld and covering of the fasteners and plates. (Heat weld skirt to deck membrane.) On all termination bar applications, start fastening at one end and proceed to the other. This will eliminate buckling of the termination bar. Seal behind parapet wall material and on top of termination bar with factory approved sealant. If parapet wall coping is to be covered extend covering down 2" on exterior of coping and terminate accordingly.

## L Scuppers

Use of prefabricated custom roof scuppers is required. Terminate outside of scupper lining with termination bar, as specified and field weld inside skirting to membrane. Apply sealant to underside of skirt and top of termination bar.

## - J; Gutter Edge

If gutter is attached to building 2" or more below roof line, extend deck membrane over edge and terminate with termination bar and fasten 6" on center. Apply sealant as specified. When the gutter is attached to the building, level with roof line, notch the drip edge face around the gutter support brackets and install according to specifications.

## K. Roof Drains

1. Secure cut-out made in deck membrane with four (4) equally spaced fasteners and distribution plates. If drain is flush with deck use a prefabricated drain boot. Apply factory approved sealant all around drain approximately 12" under deck membrane, and down drain pipe. Heat weld skirt to deck membrane and install the expanding snaprings.

2. If the roof drain has a secured clamping ring and strainer. unbolt and remove.

Clean and apply factory approved sealant under deck membrane around drain, for use as a water block seal after cutting properly sized hole. Secure clamping ring and strainer to drain base over deck membrane. Seal with factory approved sealant between clamping ring and roofing membrane.

#### L. Expansion Joints

1. Whenever encompassing an elevated mid-roof expansion joint, you must use a prefabricated expansion joint section. This section shall allow loose layment over the joint and approved fastening on either side. A 6" skirt on both sides will provide coverage of fasteners and still allow approximately 1/12" for a field heat weld to deck membrane.
2. Valleys are worked in the same manner. Fasten according to specifications, 12" on center and lap deck membrane over fasteners. Heat weld deck membrane to valley section.

#### M. Roof Tie-Ins

1. When terminating the roofing membrane onto an existing roof, care must be taken to stop any water from backing under the deck membrane.
2. For tie-ins on flat roofs, i.e. wood, concrete, gypsum, etc., cut a 2" slot to substrate or vapor barrier. Apply sealant and terminate using termination bar secured 6" on center with approved fasteners. Fill slots with urethane foam sealant, level with roofline. When the tie-ins are perpendicular to the flutes of a steel deck, they must be filled level. Terminate according to above instructions.
3. On tie-ins into shingled pitched roof, secure on flat deck according to specifications 12" on center and fold membrane over fasteners and up under shingles. Apply approved sealant for water stop under membrane and terminate 3" on center with fasteners at a vertical height of no less than 12" ~ .

#### N. Cleaning

Upon completion of the roof, leave the roof in a clean condition and properly remove and dispose of all debris.

#### o. Adjustments

After an authorized Quality Assurance Technician has inspected the roof for determining acceptability for warranty issuance, any deficiencies on the final inspection report shall be corrected by the contractor/applicator and made ready for reinspection within five (5) working days.

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## Section 07715

### GUTTERS AND DOWNSPOUTS

#### GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Gutters and downspouts.
2. Precast concrete splash blocks.

###### B. Related Sections:

1. Section 01300 - Submittals
2. Section 01400 - Quality Requirements
3. Section 07311 - Asphalt Shingles.
4. Section 07620 - Sheet Metal Flashing and Trim.
5. Section 09910 - Paints and Coatings.

##### 1.2 REFERENCES

- A. ASTM A 526 - Steel Sheet, Zinc-Coated (Galvanized), Commercial Quality
- B. ASTM B 209 - Aluminum Alloy Sheet and Plate
- C. ASTM B 32 - Solder Metal
- D. SMACNA - Sheet Metal and Air Conditioning Contractors Association - Architectural Sheet Metal Manual

##### 1.3 SUBMITTALS

###### A. Product Data:

1. Product data indicating material characteristics, gauges, profiles and finishes representing manufacturers standard color selection.

###### B. Samples:

1. Provide 12" inch long samples offactory fabricated products with selected finish.

##### 1.4 QUALITY ASSURANCE

- A. Conform to SMACNA manual.
- B. Installer: Engage an experienced installer who has completed gutter and downspout work similar in material, design and extent indicated on this Project.

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GUTTERS AND DOWNSPOUTS

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack preformed and prefinished material to prevent twisting, bending, or abrasion, aid to ventilation. Slope to drain.
- B. Prevent contact with materials during storage which may cause discoloration, staining, or damage.

## 2 PRODUCTS

### 2.1 MATERIALS

- A. Aluminum Sheet: ASTM B 209, 505 alloy, tempered as required for application, thickness as recommended for application.

### 2.2 COMPONENTS

- A. Gutters: Rectangular profile.
- B. Downspouts: Rectangular profile.
- C. Downspout Protective Sleeves: 18 gao steei, rectangular shape, welded comerJ, 8'-0" high, prefmished to match gutters/dm\l1 SpoutS. Profile and dimension of sleeve to allow for im:::nion of downspout.
- D. End Caps, Downspout Outlets, Strapf, Support Brackets, Joint Fas(ellers, Gutter Screens,IIOV!H Spout Strainers, Downspout Headers, DO'NIiSpout Boots: Profiled to suit gutters and da\vnspsouts.
- E. Splash Blocks: Precast concrete type, 10" x 2'-0" x 1-1/2" thick (as standard with (manufacturer), profiles indicated; minimum 3,000 psi at 28 days, with minimum 5 percent air entrainment.

### 2.3 ACCESSORIES

- A. Anchorage Devices: Type recommended by fabricator.
- B. Gutter Supports: Straps.
- C. Downspout Supports: Straps.
- D. Protective Back Coating: zinc-chromate alkyd

### 2.4 FABRICATION

- A. Form gutters and downspouts of profiles and indicated.
- B. Form sections square, true, and accurate in size, iill maximum possible lengtp..s and free of distortion or defects detrimental to 3.ppearance or performance.
- C. Seal metal joints. After soldering, remove flux. \Wipe and wash solder joints clean,

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GUTTERS A ND DOWNSPOUTS

3 EXECUTION

3.1 EXAMINATION

- A. Verify that site conditions are ready to receive work.
- B. Beginning of installation means acceptance of site conditions.

3.2 INSTALLATION

- A. Install gutters, downspouts, and accessories.
- B. Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts and accessories.
- C. Apply bituminous protective backing on surfaces in contact with dissimilar materials.
- D. Slope gutters 1/8" inch per foot minimum.
- E. Connect downspouts to downspout boots. Seal connection watertight.
- F. Set splash blocks under downspouts.

END OF SECTION

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sealing, laminated, multi-ply overlay construction fiberglass-based, strip asphalt shingles, complying with both ASTM O 3018: Type I; and ASTM O 3462 Provide shingles With a Class A fire-test-response classification that pass the wind-resistance-test requirements of ASTM O 3161.

C. Hip and Ridge Shingles: Manufacturers standard, factory-precut units to match asphalt shingles.

2.3 METAL TRIM AND FLASHING

A. Sheet Metal Materials: Furnish the following sheet metal materials:

1. Aluminum Sheets: ASTM B 209 (ASTM B 209M), alloy 3003 H14 with mill finish, minimum 0.024 inch (0.6 mm) thick, unless otherwise indicated.
- B. Metal Drip Edge: Brake-rolled factory finished sheet metal with at least a 2-inch (50mm) roof deck flange and a 2-inch (38-mm) fascia flange. Furnish the following material in lengths of 8 or 10 feet (2.5 to 3 m). Color to be selected by owners representative.
  1. Material: Aluminum sheets.

2.4 ACCESSORIES

- A. Felt Underlayment: Type I, 36-inch- (914-mm-) wide, asphalt-saturated organic felt, complying with ASTM O 226 (No. 15) or ASTM O 4869.
8. Nails: Aluminum or hot-dip galvanized steel, O.120-inch- (3-mm-) diameter

ASPHALT SHINGLES

barbed shank, sharp-pointed, conventional roofing nails with a -minimum 3/8inch- (9.5-mm-) diameter head and of sufficient length to penetrate 3/4 inch (19 mm) into solid decking or at least 1/8inch (3 mm) through plywood sheathing.

1. Where nails are in contact with flashing, prevent galvanic action by providing nails made from the same metal as that of the flashing.

## PART 3 - EXECUTION

### 3.1 DEMONITION

- A. Remove asphalt shingles and felts from selected buildings up to deck below.

Dispose of offsite.

### 3.2 EXAMINATION

- A. Examine substrate for compliance with requirements for substrates, installation tolerances, and other conditions affecting performance of asphalt shingles. Do not proceed with installation until unsatisfactory conditions have been corrected.

### 3.3 PREPARATION

- B. Clean substrates of projections and substances detrimental to application.

Cover knotholes or other minor voids in substrate with sheet metal flashing secured with noncorrosive roofing nails.

- C. Coordinate installation with flashings and other adjoining work to ensure proper sequencing. Do not install roofing materials until all vent stacks and other penetrations through roof sheathing have been installed and are securely fastened against movement.

### 3.4 INSTALLATION

- D. General: Comply with manufacturer's instructions and recommendations but not less than those recommended by the NRCA Steep Roofing Manual.

E.

1. Fasten asphalt shingles to roof sheathing with nails.

Felt Underlayment: Apply 1 layer of felt underlayment horizontally over entire surface to receive asphalt shingles, lapping succeeding courses a minimum of

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2 Inches (50 mm). end laps a minimum of 4 inches (100 mm). and hips and valleys a minimum of 6 inches (150 mm). Fasten felt with sufficient number of roofing nails to hold underlayment in place until asphalt shingle installation.

F. Woven and Closed-Cut Valleys: recommendations.

Comply with ARMA and NRCA

G. Flashing: Install metal flashing and trim as indicated and according to details and recommendations of the "Asphalt Roofing" section of The NRCA Steep Roofing Manual

H. Install asphalt shingles, beginning at roofs lower edge, with a starter strip of roll roofing or inverted asphalt shingles with tabs removed. Fasten asphalt shingles in the desired weather exposure pattern; use four (4) fasteners per shingle or as recommended by manufacturer, whichever is greater. Use vertical and horizontal chalk lines to ensure straight coursing.

1. Cut and fit asphalt shingles at valleys, ridges, and edges to provide maximum weather protection. Provide same weather exposure at ridges as specified for roof. Lap asphalt shingles at ridges to shed water away from direction of prevailing wind.
2. Use fasteners at ridges of sufficient length to penetrate sheathing as specified.
3. Pattern: 1/2 shingle spacing offset at succeeding courses.

### 3.5 ADJUSTING

I. Replace any damaged materials installed under this Section with new materials that meet specified requirements.

END OF SECTION 07311



## SECTION 09900 - PAINTING

### PART 1- GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes surface preparation and field painting of the following:
  - 1. Exposed exterior items and surfaces.
  - 2. Surface preparation, priming, and finish coats specified in this Section are In addition to shop priming and surface treatment specified in other Sections.
- B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. lithe schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
  - 1. Pre:6.nished items include the following factory-finished components:
    - a. Metal toilet enclosures.
    - b. Finished mechanical and electrical equipment.
    - c. Light fixtures.
    - d. Distribution cab'inets.
  - 2. Concealed surfaces include walls or ceilings ■■■ the following generally inaccessible spaces:
    - a. Furred areas.
    - b. Ceiling plenums.
    - c. Pipe spaces.
  - 3. Finished metal surfaces include the foliowing:
    - 2.. Anodized aluminum.

- b. Stainless steel.
  - c. Chromium plate.
  - d. Painted aluminum.
  - e. Bronze and brass.
4. Operating parts include moving parts of operating equipment and the following:
- a. Valve and damper operators.
  - b. Linkages.
  - c. Sensing devices.
  - d. Motor and fan shafts.
5. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

### **1.3 DEFINITIONS**

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
- 1. Semigloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.

### **1.4 SUBMITTALS**

- A. Product Data: For each paint system specified. Include block fillers and primers.
- 1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
  - 2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
  - 3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).
- B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated.
- 1. After color selection, the Architect will furnish color chips for surfaces to be coated.

- C. Samples for Verification: Of each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
  - 1. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.
  - 2. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.
  
- D. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

## **1.5 QUALITY ASSURANCE**

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.
  
- B. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Product name or title of material.
  - 2. Product description (generic classification or binder type).
  - 3. Manufacturer's stock number and date of manufacture.
  - 4. Contents by volume, for pigment and vehicle constituents.
  - 5. Thinning instructions.
  - 6. Application instructions.
  - 7. Color name and number.
  - 8. VOC content.
  
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.

1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

## 1.7 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
  1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

## 1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.
  1. Quantity: Furnish the Owner with extra paint materials in the quantities indicated below:
    - a. Exterior, Flat Acrylic Paint: One case of each color applied.
    - b. Exterior, Semigloss Acrylic Enamel: 2 gal. of each color applied.
    - c. Interior, Semigloss Latex Enamel: 2 gal. of each color applied.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Products: Subject to compliance with requirements, provide one of the products in the paint schedules or approved equal
- B. Manufacturers Names: The following manufacturers are referred to in the paint schedules by use of shortened versions of their names, which are shown in parentheses:

1. Devoe & Reynolds Co. (Devoe)
2. Fuller O'Brien Paints (Fuller)
3. Glidden Co. (The) (Glidden)
4. Benjamin Moore & Co. (Moore)
5. PPG Industries (PPG)
6. Pratt & Lambert, Inc. (P&L)
7. Sherwin Williams Co. (S-W)

## 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
  1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.
- C. Colors: Match colors indicated by reference to manufacturer's color designations. Where not designated, provide color selections made by the Architect from manufacturer's range of available colors.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
  1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.

### 3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.

- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.

1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

- C Surface Preparation: Clean and prepare surfaces to be painted according to instructions manufacturer's written for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and reprime.
2. Cementitious Materials: Prepare concrete masonry block to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
  - a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
  - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's written instructions.

3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.

- a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.

- b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.
    - c. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
  - 4. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the Steel Structures Painting Council's (SSPC) recommendations.
    - a. Blast steel surfaces clean as recommended by paint system manufacturer and according to requirements of SSPC-SP 10.
    - b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
  - 5. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
  - 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  - 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  - 3. Use only thinners approved by paint manufacturer and only within recommended limits.

### 3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
  - 1. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  - 2. Provide finish coats that are compatible with primers used.
  - 3. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, convactor covers, covers for finned-tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
  - 4. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat.

5. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
  6. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
  2. Omit primer on metal surfaces that have been shop primed and touchup painted.
  3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brosh, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
  2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
  3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- F. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.



- G. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- H. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

### 3.4 FIELD QUALITY CONTROL

### 3.5 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
  - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

### 3.6 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
  - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCAPI.

### 3.7 EXTERIOR PAINT SCHEDULE

Provide the following paint systems for the various substrates indicated or approved equal:

- A. Wood: Provide the following [finish systems over exterior wood:
  - 1. Low-Luster Finish: Two coats over primer.
    - a. Primer: Exterior primer coating.
      - 1) Devco: 1102 All-weather Alkyd House Paint Primer.
      - 2) Fuller: 220-23 Exterior Wood and Masonry Primer.
      - 3) Glidden: 1951 Spiced Gel-Flo Base Coat,
      - 4) Moore: Moonwhite Primer #100.

- 5) PPG: 1-70 or 1-870 Sun-Proof Exterior Wood Primer.
- 6) P & 1: Permalize Exterior Primer.
- 7) S-W: A-100 Exterior Alkyd Wood Primer Y24W20.

b. First and Second Coats: Exterior acrylic emulsion.

- 1) Devco: 15XX Wonder-Shield Exterior Acrylic Latex Flat House Paint.
- 2) Fuller: 667-XX Ful-Stain Flat Latex House Paint.
- 3) Glidden: 3600 Spred House Paint.
- 4) Moore: Moorgard Latex House Paint #103.
- 5) PPG: 72 Line Sun-Proof Acrylic Latex House Paint.
- 6) P & L: Vapex Latex Flat House Paint.
- 7) S- W: Al 00 Acrylic Latex Flat Exterior Finish A-6 Series.

B. Plywood:

1. Lusterless (Flat) Acrylic Finish: Two finish coats over primer and sealer.

a. Sealer: Varnish-type surface sealer.

- 1) Devco: 1502 Wonder Shield Exterior Acrylic Latex House Paint Primer.
- 2) Glidden: 3651 Spred House Paint Prime Coat.
- 3) PPG: 77-1 Rez Sealer Primer.
- 4) P & 1: Varmor Penetrating Sealer.
- 5) S-W: ChekGardPrimerB42WIO.

b. Primer: Exterior primer coating.

- 1) Devco: 1102 All-Weather Alkyd House Paint Primer.
- 2) Fuller: 220-08 Exterior Latex Wood Primer.
- 3) Glidden: 3651 Spred House Paint Prime Coat.
- 4) Moore: Moorwhite Primer #100.
- 5) PPG: 1-70 or 1-870 Sun-Proof Exterior Wood Primer.
- 6) P & 1: Permalize Exterior Primer.
- 7) S-W: A-100 Exterior Alkyd Wood Primer Y24W20.

c. First and Second Coats: Exterior acrylic emulsion.

- 1) Devco: 15XX Wonder-Shield Exterior Acrylic Latex Flat House Paint.
- 2) Fuller: 667-XX Ful-Stain Flat Latex House Paint.
- 3) Glidden: 3600 Spred House Paint.
- 4) Moore: Moorgard Latex House Paint #103.
- 5) PPG: 72 Line Sun-Proof Acrylic Latex House Paint.
- 6) P & L: Vapex Latex Flat House Paint.
- 7) S-W: Al 00 Acrylic Latex Flat Exterior Finish A-6 Series.

C. Stained Wood:

1. Flat Stain, No Finish: One coat.

a. First Coat: Exterior, semi-transparent oil stain.

- 1) Devoe: 9000 All Weather Semi-Transparent Alkyd Stain and Wood Preservative.
- 2) Fuller: 645-XX Ful-Stain Semi-Transparent Stain.
- 3) Glidden: 9721 Line Endurance Oil Semi-Transparent Stain.
- 4) Moore: Moorwood Semi-Transparent Stain and Wood Preservative 081.
- 5) PPG: 77-860, 900 Series Rez Semi-Transparent Wood Preservative and Water-Repellent Stain, Alkyd Oil Type.
- 6) P & 1: Penetrating Rustic Stain.
- 7) S-W: Exterior Semi-Transparent Stain A-14 Series.

D. Ferrous Metal: Primer is not required on shop-primed items.

1. Lusterless Alkyd Enamel: Two finish coats over primer.

a. Primer: Synthetic rust-inhibiting primer.

- 1) Devoe: 14920 Bar-Ox Quick Dry Metal Primer, Red.
- 2) Moore: IronClad Retardo Rust-Inhibitive Paint #163.
- 3) PPG: 6-208 Red Inhibitive Metal Primer.
- 4) S-W: Kem KIOmik Metal PrimerB50N21B50W1.

b. First and Second Coats: Lusterless alkyd enamel.

- 1) Devoe: 564XX De-Vo-Ko Lo-Lustre Alkyd H.P.
- 2) Moore: Moore's PentaFlex Flat House Paint #114.
- 3) PPG: 50-52 Snolite Exterior Alkyd Flat House Paint.
- 4) S-W: ProMar Alkyd Flat Exterior Finish B38 Series.

E. Zinc-Coated Metal:

1. High-Gloss Alkyd Enamel: Two finish coats over primer.

a. Primer: Galvanized metal primer.

- 1) Devoe: 13201 Mirrolac Galvanized Metal Primer.
- 2) Fuller: 621-05 Blox -Rust Latex Metal Primer.
- 3) Glidden: 5229 Glid-Guard All-Purpose Metal Primer.
- 4) Moore: IronClad Galvanized Metal Latex Primer #155.
- 5) PPG: 6-215/216 Speedhide Galvanized Steel Primer.
- 6) P & 1: Interior Trim Primer.
- 7) S-W: Galvite B50W3.

- b. First and Second Coats: Gloss alkyd enamel.
  - 1) Devoe: 70XX Mirrolac Interior/Exterior Alkyd-Urethane Gloss Enamel.
  - 2) Fuller: 312-XX EPA Compliant Heavy Duty Enamel.
  - 3) Glidden: 4500-Line Glid-Guard Industrial Enamel.
  - 4) Moore: Impervo High-Gloss Enamel #133.
  - 5) PPG: 54 Line Quick-Dry Enamel.
  - 6) P & L: Effecto Enamel.
  - 7) S-W: Industrial Enamel B-54 Series.

F. Concrete masonry, wood trim and gypsum wall board:

- 1. Semi-gloss Latex Enamel: 2 finish coats over a primer.
  - a. Primer: As recommended by paint manufacturer for the surfaces to be painted. Apply at spreading rate recommended by the paint manufacturer to achieve a total dry film thickness of not less than 1.2 mils.
  - b. First and Second Coats: Semi-gloss Latex Enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.5 mils.
  - c. First and Second Coats Basis of Design: No. Y-6450 Series, Ultra-Hide Speed-wall, Semi-gloss Latex Enamel as manufactured by Glidden. Subject to compliance with requirements, equal products by the following manufacturers will also be acceptable:
    - 1) Devoe
    - 2) Fuller
    - 3) Moore
    - 4) PPG
    - 5) P&L

END OF SECTION 09900

**SECTION 01 3000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Progress meetings.
- B. Permitting
- C. Construction progress schedule.
- D. Submittals for review, information, and project closeout.
- E. Number of copies of submittals.
- F. Submittal procedures.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Attendance Required: Job superintendent, major Subcontractors and suppliers, Dallas Housing Authority, as appropriate to agenda topics for each meeting.
- C. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Maintenance of progress schedule.
  - 7. Corrective measures to regain projected schedules.
  - 8. Planned progress during succeeding work period.
  - 9. Maintenance of quality and work standards.
  - 10. Effect of proposed changes on progress schedule and coordination.
  - 11. Other business relating to Work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Dallas Housing Authority, participants, and those affected by decisions made.

**3.02 PERMITTING**

- A. It is the contractor's responsibility to obtain all City of Dallas building permits.
- B. It is the contractor's responsibility for payment of fees while obtaining required building permits.

### **3.03 CONSTRUCTION PROGRESS SCHEDULE**

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

### **3.04 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to DHA for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.

### **3.05 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.

### **3.06 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. When the following are specified in individual sections, submit them at project closeout:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- B. Submit for Dallas Housing Authority's benefit during and after project completion.

### **3.07 NUMBER OF COPIES OF SUBMITTALS**

- A. Documents for Review:

1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches (215 x 280 mm): Submit the number of copies that Selected Contractor requires, plus two copies that will be retained by DHA.
  2. Larger Sheets, Not Larger Than 36 x 48 inches (910 x 1220 mm): Submit the number of opaque reproductions that Selected Contractor requires, plus two copies that will be retained by DHA.
- B. Documents for Information: Submit two copies.
- C. Samples: Submit the number specified in individual specification sections.
1. After review, produce duplicates.
  2. Retained samples will not be returned to Selected Contractor unless specifically so stated.

### **3.08 SUBMITTAL PROCEDURES**

- A. Transmit each submittal with approved form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Selected Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Selected Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Selected Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Selected Contractor and DHA review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

**END OF SECTION**

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**



# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

## 5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

#### **10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

#### **11. Preconstruction Conference (applicable to construction contracts)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

(Modifications to HUD-5369, Instructions to Bidders)

- (1) **Section 1.04**, entitled “Responsibility of Prospective Contractor,” is modified by adding the following subparagraphs:
  - (5) Safety record; and
  - (6) Adequacy and complete preparation of the bid
  
- (2) **Section 1.05**, entitled “Contract Award,” is modified and substituted with the following:
  - (a) The PHA/IHA will evaluate bids in response to their solicitation without discussions and will award a contract to the most responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price related factors specified in the solicitation.
  
  - (b) If the apparent low bid received in response to this solicitation exceeds the PHA’s/IHA’s available funding for the proposed contract work the PHA/IHA may either accept separately priced items (see 8 (e) below) or use the following procedure to determine the contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA’s/IHA’s available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA’s/IHA’s available funding. If upon the application of all deductibles, no bid is within the PHA’s/IHA’s available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.
  
  - (c) In the case of tie low bids, award shall be made in accordance with the PHA’s/IHA’s written policy and procedures.
  
  - (d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA’s/IHA’s written policy and procedures.
  
  - (e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.
  
  - (f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items or work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

## **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

(Modifications to HUD-5369, Instructions to Bidders)

- (g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall not result in a binding contract until approval of a written form of the contract is reached by all parties.

- (3) **Section 10.01**, entitled "Bid Guarantee" is modified and substituted with the following:

- (a) All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. The Surety on the bid bond must be authorized to transact fidelity and surety business in the State of Texas. The Surety must be a guarantee or surety company acceptable to HUD.

The surety must be on the Treasury Department current list (Treasury Department Circular 570). Companies holding certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies and within the underwriting limitations provided for in said Treasury Department list. Individual sureties will not be accepted. Certified checks and bank drafts must be made payable to the order of the PHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

- (4) **Section 10.02**, entitled "Assurance of Completion," is modified by adding the following additional subparagraphs:

- (e) If the Contractor's bid is in an amount less than \$25,000.00, no partial payments will be made and the following requirements will apply:
- (1) No money will be paid to the contractor until completion and acceptance by the PHA of the entire contract work.
  - (2) The PHA will retain ten percent (10%) of the contract price in cash escrow through the statutory lien period (Approximately 130 days from completion and acceptance); if no liens are filed within that period, the retainage will be paid to the contractor.
  - (3) The PHA will retain two and one-half percent (2-1/2%) of the contract price, either in a cash escrow or an unconditional and irrevocable letter of credit, for the one year warranty period specified in the construction contract.

- (5) The following Sections 12, 13, 14 and 15 are to be added:

**Section 12** This project is exempt from State Sales Taxes.

## **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

(Modifications to HUD-5369, Instructions to Bidders)

### **SUPPLEMENTARY INSTRUCTION 1 ALTERNATE BIDS:**

Alternate bids will not be considered except as hereinafter provided and as specifically approved by the PHA.

### **SUPPLEMENTARY INSTRUCTION 2 BID FORM AND BOND FORMS**

The forms for Bid, Bid Bond, Performance Bond and Payment Bond are included in the specifications. These forms shall be used by the General Contractor and Bonding Company for all submissions made to the PHA.

### **SUPPLEMENTARY INSTRUCTION 3 SUBMITTAL OF BID**

**A BID THAT DOES NOT CONTAIN THE APPLICABLE ITEMS LISTED BELOW WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AN AWARD:**

- A. HUD Form 5369-A – Representations, Certifications, and Other Statements of Bidder
- B. Bid Form
- C. Bid Guarantee/Bond (applicable to construction and equipment contracts exceeding \$25,000)
- D. Non-Collusive Affidavit
- E. Conflict of Interest Questionnaire
- F. Letter of Assurance “A” Proposed Contracts/Subcontract Breakdown OR Letter of Assurance “B” and Schedule of Suppliers
- G. Letter of Assurance “C” Estimated Project Work Force Breakdown
- H. Profile of Firm Form
- I. Section 3 Business Utilization Form
- J. Section 3 Program Contractor Certification
- K. Minority Business Status Form
- L. Equal Employment Opportunity Certification Form
- M. Certificate as to Corporate Principle
- N. Bid Qualification Schedule
- O. Insurance Requirement Affidavit
- P. Certificate of Insurance (sample)
- Q. Bid Qualification Statement
- R. HUD Form 2530 – Previous Participation Certification

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**



# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check if following paragraph is applicable]

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

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

#### 5. Bidder's Certification of Eligibility

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

is, is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(Company Address)

# FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

\_\_\_\_\_ as Principal, and  
(insert name or legal title of contractor)

\_\_\_\_\_, a Corporation duly  
(Insert name or legal title of surety)

organized under the laws of the State of Texas as Surety, hereinafter called the Surety, are held and firmly bound unto DHA, as Obligee, hereinafter called the Obligee, in the sum of :

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (insert full name, address and description of project)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

# FORM OF BID BOND

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

Seal

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

In the presence of:

Seal

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

Attest:

Seal

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_

Attest:

Seal

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_

**(Power Of Attorney For Person Signing For Surety Must Be Attached To Bond)**

**BID FORM**

Date \_\_\_\_\_

**DHA  
3939 N. Hampton Road  
Dallas, Texas 75212**

Gentlemen:

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and the specifications (including Invitation for Bids, Instruction to Bidders, this Bid, the Forms of Bid Bond, Non-Collusive Affidavit, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, Technical Provisions and the Drawings) and Addenda, if any, and on file in the office of the Housing Authority of the City of Dallas, 3939 N. Hampton Road, Dallas, Texas, 75212, hereby propose to furnish all labor, materials, equipment and services required for the work, all in accordance therewith.

**TOTAL BASE BID for the Exterior Carpentry, Paint, Doors, Lighting, Masonry Repair, and Laundry Room Conversion at Frankford Townhomes, 18110 Marsh Lane, Dallas, Texas 75287 as specified herein for the sum of:**

---

**Dollars (\$ \_\_\_\_\_ )**

Bidder acknowledges receipt of the following addenda \_\_\_\_\_. Yes/No

Bidder acknowledges completion of the Bid Qualification Schedule \_\_\_\_\_.  
Yes/No

## BID FORM

2. In submitting the bid, it is understood that the right is reserved by the PHA to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within the ten (10) days after the contract is presented to him for signature.
  
3. Security in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in the form of \_\_\_\_\_ is submitted herewith in accordance with the Specifications.
  
4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
  
5. The bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114 or 11246 or the Secretary of Labor; that he ( ) has, ( ) has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contract or subcontracts which are exempt from the clause.)
  
6. Certification of Non-segregated Facilities, by signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise.

**BID FORM**

- 7. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certification in his files; and that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

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

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
(Signature of Bidder)

\_\_\_\_\_  
(Name of Bidder)

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

\_\_\_\_\_  
(Address)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
(Tax I.D. #)



## BID QUALIFICATION SCHEDULE

	<b>Project Name and Location:</b> Frankford Townhomes - Exterior Carpentry, Paint, Doors, Lighting, Masonry Repair & Laundry Room Conversion						
	<b>Name of Contractor:</b>						
	<b>Address:</b>						
	<b>City, St., Zip Code:</b>						
Division/ Item #	Description (2)	Materials/ Labor	Quantity (3A)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub- item (6)	Amount of Principal Item (7)
1/01200	Bond, General Conditions (6%)	M- L-					
4/04200	Masonry	M- L-					
6/06100	Rough Carpentry	M- L-					
6/06200	Finish Carpentry	M- L-					
7/07050	Caulking	M- L-					
7/07600	Gutters/Downspouts	M- L-					
8/08100	Metal Doors/Frames	M- L-					
8/08700	Finish Hardware	M- L-					
9/09400	Stucco	M- L-					
9/09900	Painting	M- L-					
13/13030	Laundry Room Conversion	M- L-					
16/16500	Porch Lighting	M- L-					
	<b>Overhead &amp; Profit</b>						
	Overhead (2%)						
	Profit (6%)						
	<b>TOTAL AMOUNT OF BASE BID:</b>					<b>\$</b>	

Prepared By \_\_\_\_\_

Date Prepared \_\_\_\_\_

Company Name \_\_\_\_\_

## INSTRUCTION FOR PREPARATION

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

- a. Heading. Enter all identifying information required for both forms.
- b. Columns 1 and 2. In column 1, enter the item numbers starting with No. 1 and in column 2 enter each principle division of work incorporated in the contract work.
  - 1) Master List. The Master List contains the basic items into which any construction contract may be subdivided for the purpose of qualifying a base bid. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
  - 2) Items Subdivided. In the Contractor's breakdown, each major item must be subdivided into sub-items pertinent to the project involved. Furthermore, each sub-item must be subdivided in "Material" (M) and "Labor" (L).
- c. Column 3. Enter Labor and Materials. Column 3A. Enter the total quantity for each M (Material) and L(Labor) line item listed in the breakdown.
- d. Column 4. Enter the appropriate unit of measure for each M and L line item opposite the quantities described in column 3, such as "sq. ft.", "cu. Yd.", "tons", "lb.", etc., applicable to the particular sub-item.
- e. Column 5. Enter the unit price, in place, for each M and L line item.
- f. Column 6. Enter the amount for each M and L line item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
- g. Column 7. Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on Form HUD-51000.
- h. The "Bid Qualification Schedule" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.

### Master List of Items

Item No.	Division of Work
----------	------------------

#### Division 1 - General Requirements

01100 Summary  
 01200 Bonds/Price and Payment Procedures  
 01300 Administrative Requirements  
 01400 Quality Requirements  
 01500 Temporary Facilities and Controls  
 01600 Product Requirements  
 01700 Execution Requirements  
 01800 Facility Operation  
 01900 Facility Decommissioning

#### Division 2 - Site Construction

02050 Basic Site Materials and Methods  
 02100 Site Remediation  
 02200 Site Preparation  
 02300 Earthwork  
 02400 Tunneling, Boring, and Jacking  
 02450 Foundation and Load-bearing Elements  
 02500 Utility Services  
 02600 Drainage and Containment  
 02700 Bases, Ballasts, Pavements, and Appurtenances  
 02800 Site Improvements and Amenities  
 02900 Planting  
 02950 Site Restoration and Rehabilitation

#### Division 3 – Concrete

Item No.	Division of Work
----------	------------------

03050 Basic Concrete Materials and Methods  
 03100 Concrete Forms and Accessories  
 03200 Concrete Reinforcement  
 03300 Cast-in-Place Concrete  
 03400 Precast Concrete  
 03500 Cementitious Decks and Underlayment  
 03600 Grouts  
 03700 Mass Concrete  
 03900 Concrete Restoration and Cleaning

#### Division 4 – Masonry

04050 Basic Masonry Materials and Methods  
 04200 Masonry Units  
 04400 Stone  
 04500 Refractories  
 04600 Corrosion-Resistant Masonry  
 04700 Simulated Masonry  
 04800 Masonry Assemblies  
 04900 Masonry Restoration and Cleaning

#### Division 5 – Metals

05050 Basic Metal Materials and Methods  
 05100 Structural Metal Framing  
 05200 Metal Joists  
 05300 Metal Deck  
 05400 Cold-Formed Metal Framing  
 05500 Metal Fabrications

05600 Hydraulic Fabrications  
05650 Railroad Track and Accessories  
05700 Ornamental Metal  
05800 Expansion Control  
05900 Metal Restoration and Cleaning

#### **Division 6 - Wood and Plastics**

06050 Basic Materials and Methods  
06100 Rough Carpentry  
06200 Finish Carpentry  
06400 Architectural Woodwork  
06500 Structural Plastics  
06600 Plastic Fabrications  
06900 Wood and Plastic Restoration and Cleaning

#### **Division 7 - Thermal and Moisture Protection**

07050 Basic Materials and Methods  
07100 Damp proofing and Waterproofing  
07200 Thermal Protection  
07300 Shingles, Roof Tiles, and Roof Coverings  
07400 Roofing and Siding Panels  
07500 Membrane Roofing  
07600 Flashing and Sheet Metalligth  
07700 Roof Specialties and Accessories  
07800 Fire and Smoke Protection  
07900 Joint Sealers

#### **Division 8 - Doors and Windows**

08050 Basic Materials and Methods  
08100 Metal Doors and Frames  
08200 Wood and Plastic Doors  
08300 Specialty Doors  
08400 Entrances and Storefronts  
08500 Windows  
08600 Skylights  
08700 Hardware  
08800 Glazing  
08900 Glazed Curtain Wall

#### **Division 9 – Finishes**

09050 Basic Materials and Methods  
09100 Metal Support Assemblies  
09200 Plaster and Gypsum Board  
09300 Tile  
09400 Terrazzo/ Stucco  
09500 Ceilings  
09600 Flooring  
09700 Wall Finishes  
09800 Acoustical Treatment  
09900 Paints and Coatings

#### **Division 10 – Specialties**

10100 Visual Display Boards  
10150 Compartments and Cubicles  
10200 Louvers and Vents  
10240 Grilles and Screens  
10250 Service Walls  
10260 Wall and Corner Guards  
10270 Access Flooring  
10290 Pest Control

10300 Fireplaces and Stoves  
10340 Manufactured Exterior Specialties  
10350 Flagpoles  
10400 Identification Devices  
10450 Pedestrian Control Devices  
10500 Lockers  
10520 Fire Protection Specialties  
10530 Protective Covers  
10550 Postal Specialties  
10600 Partitions  
10670 Storage Shelving  
10700 Exterior Protection  
10750 Telephone Specialties  
10800 Toilet, Bath, and Laundry Accessories  
10880 Scales  
10900 Wardrobe and Closet Specialties

#### **Division 11 – Equipment**

11010 Maintenance Equipment  
11020 Security and Vault Equipment  
11030 Teller and Service Equipment  
11040 Ecclesiastical Equipment  
11050 Library Equipment  
11060 Theater and Stage Equipment  
11070 Instrumental Equipment  
11080 Registration Equipment  
11090 Checkroom Equipment  
11100 Mercantile Equipment  
11110 Commercial Laundry and Dry Cleaning Equipment  
11120 Vending Equipment  
11130 Audio-Visual Equipment  
11140 Vehicle Service Equipment  
11150 Parking Control Equipment  
11160 Loading Dock Equipment  
11170 Solid Waste Handling Equipment  
11190 Detention Equipment  
11200 Water Supply and Treatment Equipment  
11280 Hydraulic Gates and Valves  
11300 Fluid Waste Treatment and Disposal Equipment  
11400 Food Service Equipment  
11450 Residential Equipment  
11460 Unit Kitchens  
11470 Darkroom Equipment  
11480 Athletic, Recreational, and Therapeutic Equipment  
11500 Industrial and Process Equipment  
11600 Laboratory Equipment  
11650 Planetarium Equipment  
11660 Observatory Equipment  
11680 Office Equipment  
11700 Medical Equipment  
11780 Mortuary Equipment  
11850 Navigation Equipment  
11870 Agricultural Equipment  
11900 Exhibit Equipment

#### **Division 12 – Furnishings**

NOT APPLICABLE

#### **Division 13 - Special Construction**

13010 Air-Supported Structures  
13020 Building Modules  
13030 Special Purpose Rooms

13080 Sound, Vibration, and Seismic Control  
13090 Radiation Protection  
13100 Lightning Protection  
13110 Cathodic Protection  
13120 Pre-Engineered Structures  
13150 Swimming Pools  
13160 Aquariums  
13165 Aquatic Park Facilities  
13170 Tubs and Pools  
13175 Ice Rinks  
13185 Kennels and Animal Shelters  
13190 Site-Constructed Incinerators  
13200 Storage Tanks  
13220 Filter Underdrains and Media  
13230 Digester Covers and Appurtenances  
13240 Oxygenation Systems  
13260 Sludge Conditioning Systems  
13280 Hazardous Material Remediation  
13400 Measurement and Control Instrumentation  
13500 Recording Instrumentation  
13550 Transportation Control Instrumentation  
13600 Solar and Wind Energy Equipment  
13700 Security Access and Surveillance  
13800 Building Automation and Control  
13850 Detection and Alarm  
13900 Fire Suppression

#### **Division 14 - Conveying Systems**

14100 Dumbwaiters  
14200 Elevators  
14300 Escalators and Moving Walks  
14400 Lifts  
14500 Material Handling  
14600 Hoists and Cranes  
14700 Turntables  
14800 Scaffolding  
14900 Transportation

#### **Division 15 – Mechanical**

15050 Basic Mechanical Materials and Methods  
15100 Building Services Piping  
15200 Process Piping  
15300 Fire Protection Piping  
15400 Plumbing Fixtures and Equipment  
15500 Heat-Generation Equipment  
15600 Refrigeration Equipment  
15700 Heating, Ventilating, and Air Conditioning Equipment  
15800 Air Distribution  
15900 HVAC Instrumentation and Controls  
15950 Testing, Adjusting, and Balancing

#### **Division 16 – Electrical**

16050 Basic Electrical Materials and Methods  
16100 Wiring Methods  
16200 Electrical Power  
16300 Transmission and Distribution  
16400 Low-Voltage Distribution  
16500 Lighting  
16700 Communications  
16800 Sound and Video

## **BID QUALIFICATION STATEMENT**

1. Are all relevant forms that are asked for included? Yes                  No
  
2. Can your Company meet our insurance requirements at the time of award? Yes                  No
  
3. List at least five (5) clients below. You must include the name of the contact person and their phone number:

	COMPANY NAME	CONTACT PERSON	PHONE NUMBER
1.			
2.			
3.			
4.			
5.			

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor or other person doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of person who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**INSTRUCTIONS FOR THE CONFLICT OF INTEREST QUESTIONNAIRE**

The purpose of this questionnaire is to identify any potential conflicts of interest that may exist between you and the State of Texas. A conflict of interest exists when your private interests may conflict with your public duties as a State employee. This questionnaire is not intended to be a test of your loyalty to the State, but rather a means to identify potential conflicts of interest that may exist. You are asked to provide information about your current and former employment, business interests, and other activities that may create a conflict of interest. The information you provide will be used to determine if a conflict of interest exists and, if so, what steps should be taken to resolve the conflict.

This questionnaire is to be completed by you, the respondent, and should be completed truthfully and to the best of your knowledge. It is your responsibility to provide accurate and complete information.

1. Are you currently employed by the State of Texas?  Yes  No

2. If you are currently employed by the State of Texas, please provide the name of your employer, your position, and your date of hire. If you are not currently employed by the State of Texas, please provide the name of your most recent employer, your position, and your date of departure. If you have ever been employed by the State of Texas, please provide the name of your employer, your position, and your dates of employment.

3. Do you have any current or former business interests, including but not limited to ownership, partnership, or other financial interest, in any business, organization, or entity? If so, please provide the name of the business, organization, or entity, and a brief description of your interest. If you do not have any current or former business interests, please check the box labeled "NONE".

**Employment**

4. Have you ever been employed by the State of Texas in any position, including but not limited to as a contractor, consultant, or other temporary employee? If so, please provide the name of your employer, your position, and your dates of employment.

5. Have you ever been employed by the State of Texas in any position, including but not limited to as a contractor, consultant, or other temporary employee, that involved the procurement of goods or services for the State? If so, please provide the name of your employer, your position, and your dates of employment.

6. Have you ever been employed by the State of Texas in any position, including but not limited to as a contractor, consultant, or other temporary employee, that involved the procurement of goods or services for the State, and in which you had a direct financial interest? If so, please provide the name of your employer, your position, and your dates of employment.

7. Have you ever been employed by the State of Texas in any position, including but not limited to as a contractor, consultant, or other temporary employee, that involved the procurement of goods or services for the State, and in which you had a direct financial interest, and in which you were involved in the procurement process? If so, please provide the name of your employer, your position, and your dates of employment.

8. Have you ever been employed by the State of Texas in any position, including but not limited to as a contractor, consultant, or other temporary employee, that involved the procurement of goods or services for the State, and in which you had a direct financial interest, and in which you were involved in the procurement process, and in which you were involved in the selection of the vendor? If so, please provide the name of your employer, your position, and your dates of employment.

9. Have you ever been employed by the State of Texas in any position, including but not limited to as a contractor, consultant, or other temporary employee, that involved the procurement of goods or services for the State, and in which you had a direct financial interest, and in which you were involved in the procurement process, and in which you were involved in the selection of the vendor, and in which you were involved in the award of the contract? If so, please provide the name of your employer, your position, and your dates of employment.

10. Have you ever been employed by the State of Texas in any position, including but not limited to as a contractor, consultant, or other temporary employee, that involved the procurement of goods or services for the State, and in which you had a direct financial interest, and in which you were involved in the procurement process, and in which you were involved in the selection of the vendor, and in which you were involved in the award of the contract, and in which you were involved in the performance of the contract? If so, please provide the name of your employer, your position, and your dates of employment.

11. Have you ever been employed by the State of Texas in any position, including but not limited to as a contractor, consultant, or other temporary employee, that involved the procurement of goods or services for the State, and in which you had a direct financial interest, and in which you were involved in the procurement process, and in which you were involved in the selection of the vendor, and in which you were involved in the award of the contract, and in which you were involved in the performance of the contract, and in which you were involved in the termination of the contract? If so, please provide the name of your employer, your position, and your dates of employment.

12. Have you ever been employed by the State of Texas in any position, including but not limited to as a contractor, consultant, or other temporary employee, that involved the procurement of goods or services for the State, and in which you had a direct financial interest, and in which you were involved in the procurement process, and in which you were involved in the selection of the vendor, and in which you were involved in the award of the contract, and in which you were involved in the performance of the contract, and in which you were involved in the termination of the contract, and in which you were involved in the re-award of the contract? If so, please provide the name of your employer, your position, and your dates of employment.

# INSURANCE

## INSURANCE

### GENERAL INFORMATION AND REQUIREMENTS

The Contractor shall provide and maintain throughout the term of the contract, and for a period of 90 days after the completion of the work, all insurance required by the City of Dallas. The Contractor shall be responsible for obtaining and maintaining all insurance required by the City of Dallas. The Contractor shall provide proof of insurance to the City of Dallas upon execution of the contract and shall maintain such proof of insurance throughout the term of the contract and for a period of 90 days after the completion of the work. The Contractor shall be responsible for obtaining and maintaining all insurance required by the City of Dallas. The Contractor shall provide proof of insurance to the City of Dallas upon execution of the contract and shall maintain such proof of insurance throughout the term of the contract and for a period of 90 days after the completion of the work.

The Contractor shall maintain the following minimum limits of insurance coverage:

1. General Liability Insurance: \$1,000,000 per occurrence, aggregate, and annual limit.

2. Automobile Liability Insurance: \$1,000,000 per occurrence, aggregate, and annual limit.

3. Workers' Compensation Insurance: As required by law.

- Commercial Auto Insurance: \$1,000,000 per occurrence, aggregate, and annual limit.
- Professional Liability Insurance: \$1,000,000 per occurrence, aggregate, and annual limit.
- Umbrella Insurance: \$1,000,000 per occurrence, aggregate, and annual limit.

The Contractor shall provide proof of insurance to the City of Dallas upon execution of the contract and shall maintain such proof of insurance throughout the term of the contract and for a period of 90 days after the completion of the work. The Contractor shall be responsible for obtaining and maintaining all insurance required by the City of Dallas. The Contractor shall provide proof of insurance to the City of Dallas upon execution of the contract and shall maintain such proof of insurance throughout the term of the contract and for a period of 90 days after the completion of the work.

### TERMS AND CONDITIONS OF THE CONTRACT

The Contractor shall be responsible for obtaining and maintaining all insurance required by the City of Dallas. The Contractor shall provide proof of insurance to the City of Dallas upon execution of the contract and shall maintain such proof of insurance throughout the term of the contract and for a period of 90 days after the completion of the work.

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# INSURANCE

Contractor shall provide the following:

- ☐ **D**uring the term of this contract, Contractor shall direct all of Contractor's and subcontractors' operations to be performed in accordance with the "Standard Contract" in the contract documents. Contractor shall maintain all required insurance policies and coverages for the duration of the contract and shall provide proof of such insurance coverages to the City of Dallas during the term of the contract.
- ☐ Contractor shall maintain all required insurance policies and coverages for the duration of the contract and shall provide proof of such insurance coverages to the City of Dallas.
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## ☐ COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor shall provide the following:

- ☐ **M**aintain all of Contractor's operations to be performed in accordance with the "Standard Contract" in the contract documents. Contractor shall maintain all required insurance policies and coverages for the duration of the contract and shall provide proof of such insurance coverages to the City of Dallas.
- ☐ Contractor shall maintain all required insurance policies and coverages for the duration of the contract and shall provide proof of such insurance coverages to the City of Dallas.
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## ☐ WORKERS' COMPENSATION INSURANCE

Contractor shall provide the following:

- ☐ **W**orkers' Compensation to Statutory Limit
- ☐ **M**aintain all of Contractor's operations to be performed in accordance with the "Standard Contract" in the contract documents. Contractor shall maintain all required insurance policies and coverages for the duration of the contract and shall provide proof of such insurance coverages to the City of Dallas.
- ☐ Contractor shall maintain all required insurance policies and coverages for the duration of the contract and shall provide proof of such insurance coverages to the City of Dallas.

## INSURANCE

The City of Dallas requires all contractors to provide proof of insurance coverage for the duration of the contract. The City of Dallas is not responsible for the cost of the insurance coverage.

### AUTOMOBILE LIABILITY

The contractor shall provide proof of automobile liability insurance coverage for the duration of the contract.

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### CERTIFICATES OF INSURANCE

The contractor shall provide proof of insurance coverage for the duration of the contract. The contractor shall provide proof of insurance coverage for the duration of the contract.

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### VERIFICATION OF COVERAGE

The contractor shall provide proof of insurance coverage for the duration of the contract. The contractor shall provide proof of insurance coverage for the duration of the contract.

The contractor shall provide proof of insurance coverage for the duration of the contract. The contractor shall provide proof of insurance coverage for the duration of the contract.

# INSURANCE

The following information describes the insurance coverage provided under the contract. The contractor shall obtain and maintain the following insurance coverage during the term of the contract and for a period of 90 days thereafter. All insurance policies shall be in the name of the Housing Authority and shall be for the full term of the contract. The contractor shall provide evidence of insurance coverage to the Housing Authority upon execution of the contract.

## NOTICES

All notices shall be in writing and shall be sent to the Housing Authority at the address listed below.

Dallas Housing Authority  
 Director of Procurement  
 3000 Ross  
 Dallas, Texas 75226

## INDEMNIFICATION

The contractor shall indemnify and defend the Housing Authority, its officers, directors, employees, agents, and independent contractors from and against all claims, damages, losses, expenses, and costs, including but not limited to attorney's fees, "damages" for personal injury or property damage, and other damages, claims, and expenses, arising out of or from the performance of the contract, whether or not such claim, damage, loss, expense, or cost is caused in whole or in part by the negligence, active or passive, of the Housing Authority. This obligation shall not be limited by any cap or ceiling on the amount of damages, claims, and expenses that may be awarded or paid under any applicable law.



**THE HOUSING AUTHORITY OF THE CITY OF DALLAS, TEXAS  
INSURANCE REQUIREMENT AFFIDAVIT**

***To Be Completed By Insurance Agent/Broker and Bidder/Proposer***

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid/proposal document. If the Bidder/Proposer shown below is awarded this contract by The Housing Authority of the City of Dallas, Texas (DHA), I will be able to, within fifteen (15) days of notification of such award, furnish a valid insurance certificate to DHA meeting all of the insurance requirements in this bid/proposal.

**Insurance Coverages Reviewed:** \_\_\_\_\_

**Agent's Name:** \_\_\_\_\_

**Agency Name:** \_\_\_\_\_

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

**City/State/Zip:** \_\_\_\_\_

**Telephone No. :** \_\_\_\_\_ **FAX No. :** \_\_\_\_\_

**Bidder's/Proposer's Name and Company:** \_\_\_\_\_

**Project/Bid No. and Title:** \_\_\_\_\_

**Insurance Agent/Broker Signature:** \_\_\_\_\_

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

.....  
By submitting a bid/proposal and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within fifteen (15) days of notification of award.

If the above fifteen (15) day requirement is not met, DHA has the right to reject this bid/proposal and award the contract to the next lowest bidder meeting specifications or to the next highest rated proposer. If you have any questions concerning these requirements, please contact Syed Raza, Director General Services, at 214-951-8452.

\_\_\_\_\_  
Bidder / Proposer's Signature

\_\_\_\_\_  
Bidder / Proposer's Typed Name

\_\_\_\_\_  
Date



□r□□□□ □□Fr□ Fr□

- (1) Name of Firm: \_\_\_\_\_
- (2) Contact Person: \_\_\_\_\_
- (3) Address: \_\_\_\_\_
- (4) City, State, Zip: \_\_\_\_\_
- (5) Telephone: \_\_\_\_\_
- (6) Fax: \_\_\_\_\_ Email: \_\_\_\_\_
- (7) Please include the following information:
  - a. Tax ID Number; \_\_\_\_\_
  - b. Year firm established; \_\_\_\_\_
  - c. Year firm established in Dallas/Fort Worth; \_\_\_\_\_
  - d. Former name of firm and year established (if applicable); \_\_\_\_\_  
\_\_\_\_\_
  - e. Name of parent company and date of acquisition (if applicable); \_\_\_\_\_  
\_\_\_\_\_

(8) Identify Principals/Partners in firm:

NAME	TITLE	% Of OWNERSHIP

(9) Identify the individuals that will act as project manager and any other supervisory personnel that will work on project:

NAME	TITLE

(10) **Debarred Statement:** *Has this firm, or any of its principal(s), ever been debarred from providing any services to the Federal Government (including, but not limited to HUD), any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes \_\_\_\_\_ No \_\_\_\_\_*  
*(If yes, please attach a full detailed explanation, including dates, circumstances and current status.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**CERTIFICATE AS TO CORPORATE RETURN**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal was the \_\_\_\_\_ of said Corporation, that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)

**AFFIDAVIT**  
(Prime Bidder)

**STATE OF TEXAS**  
**COUNTY OF DALLAS**

\_\_\_\_\_, being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_  
(a partner or officer of the firm, corp., of, etc)

the party making the foregoing proposal or bid and attests to the following:

- (1) that affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) that no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.
- (3) that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against The Housing Authority of the City of Dallas, Texas, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

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

\*(Bidder if the bidder is an individual; all partners if the bidder is a partnership; Officer if the bidder is a corporation)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_.

Seal/Stamp

\_\_\_\_\_  
(Notary Public's Signature)

My Commission expires: \_\_\_\_\_

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
 CERTIFICATION OF BIDDER REGARDING  
 EQUAL OPPORTUNITY**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions; such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contracts shall be awarded unless such report is submitted.

**CERTIFICATION OF BIDDER**

Bidder's Name: \_\_\_\_\_

Address and Zip Code: \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
 Yes    No    (If answer is yes, identify the most recent Contract)
  
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes    No    (If answer is yes, identify the most recent Contract)
  
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes    No    None Required
  
4. If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief.

\_\_\_\_\_  
**Name and Title of Signer (Please Type)**

\_\_\_\_\_  
**Signature**

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



**EQUAL OPPORTUNITY REPORT**  
**EMPLOYER INFORMATION REPORT**

**Name of Firm** \_\_\_\_\_

**Address** \_\_\_\_\_

**City/State/Zip** \_\_\_\_\_

**Telephone** \_\_\_\_\_

JOB CATEGORIES	MALE						FEMALE					
	Number of Employees	Number of Management Positions	Number of Professional Positions	Number of Administrative Positions	Number of Skilled Craft Positions	Number of Unskilled Labor Positions	Number of Employees	Number of Management Positions	Number of Professional Positions	Number of Administrative Positions	Number of Skilled Craft Positions	Number of Unskilled Labor Positions
Management												
Professional												
Administrative												
Skilled Craft												
Unskilled Labor												
Management - Minority												
Professional - Minority												
Administrative - Minority												
Skilled Craft - Minority												
Unskilled Labor - Minority												

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**LETTER OF ASSURANCE "A"**  
 RO  OSED  ONTRA  TS SUB  ONTRA  TS  
 BRE  DO  N

Project Name: \_\_\_\_\_

The undersigned bidder hereby assures that his/her firm will meet or exceed established Dallas, Housing Authority M/WBE goals or shall demonstrate and document a good faith effort towards compliance with the Dallas Housing Authority's statutory directives for subcontract awards to Section 3 businesses.

TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NO.	TOTAL APPROX. DOLLAR AMT.	ESTIMATED NO. OF CONTRACTS TO SECTION 3 BUSINESSES	EST. DOLLAR AMT. TO SECTION 3 BUSINESSES

\_\_\_\_\_  
 COMPANY

\_\_\_\_\_  
 PROJECT NAME

\_\_\_\_\_  
 PROJECT NUMBER

\_\_\_\_\_  
 PERSON COMPLETING FORM

\_\_\_\_\_  
 DATE

**LETTER OF ASSURANCE "B" AND  
SCHEDULE OF SUPPLIERS**

Project Name: \_\_\_\_\_

The undersigned bidder hereby assures that our firm will perform the entire contract with our own work forces, without the use of any subcontractors and submit information sufficient for DHA to determine it is within our demonstrated capabilities and that it is our normal business practice.

As an act of Good Faith Effort, the bidder also affirms that significant material purchases for goods, equipment and/or other services will be made with M/WBE firms for the performance of the contract as identified below:

SUPPLIER ADDRESS / PHONE NUMBER NAME OF CONTACT PERSON	CLASSIFICATION *	TYPE OF MATERIALS	ESTIMATED COST

\* Non-Minority, Black, Hispanic, Female, American Indian, Asian, Other

If no material purchases will be made with minority/women owned businesses for this contract, please explain.

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Use additional sheets if necessary

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (Officer of Company)

**LETTER OF ASSURANCE "C"**  
**ESTIMATED PROJECT OR FOR BREACH**

Project Name: \_\_\_\_\_

DHA notifies all bidders/proposers that in regard to any contract entered into, the bidder must complete the **Estimated Project Work Force Breakdown**. This **Work Force Breakdown** shall only include employees who will be working specifically on this contract. Contractors failing to complete the **Work Force Breakdown** may be denied award of the contract by DHA based on the contractor's failure to be a **"responsible bidder"** and a **"responsive bidder"**.

JOB CATEGORY	TOTAL ESTIMATED POSITIONS NEEDED FOR PROJECT	NO. POSITIONS OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT OCCUPIED	NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS
Officer/supervisors				
Professionals				
Technical				
Hsg. Sales/rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				
TRADE:				
Journeyman				
Helpers				
Apprentices				
Trainees				
Others				

Section 3 Resident

Individual residing within the Section 3 area whose family income does not exceed 90% of the median income in the Statistical Area or the county if not within a MSA in which The Section 3 covered project is located.

\_\_\_\_\_  
**COMPANY**

\_\_\_\_\_  
**PERSON COMPLETING FORM**

\_\_\_\_\_  
**PROJECT NAME**

\_\_\_\_\_  
**DATE**



## **NOTICE**

DHA notifies all bidders that in regard to any contract entered into, Minority and Women-Owned Business Enterprises (M/WBEs) will be afforded equal opportunity to submit bids and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

Bidders of contracts of \$25,000 or more shall agree to meet established DHA M/WBE goals or shall demonstrate and document a Good Faith Effort to include Minority or Women-Owned Business firms in subcontract awards. These firms shall submit with their bids the attached Letter of Assurance "A" and Schedule of Subcontractors/Suppliers Bid Solicitation.

Contractors who propose to perform the entire contract with their own work forces, without the use of subcontractors, are required to submit with their bid documentation of their intent to make material purchases of goods, equipment and other services from M/WBEs, or document its good faith effort to do so. These firms shall submit with their bid the attached Letter of Assurance "B" and Schedule of Suppliers. These firms utilizing their own forces must also submit information sufficient for DHA to determine their demonstrated capabilities and that it is a normal business practice to perform the contract without the use of subcontractors.

Good Faith Effort shall be defined and demonstrated by a contractor's effort to solicit M/WBEs to bid on subcontracts and/or their effort to purchase goods and supplies from M/WBE firms.

**A BIDDER WHO FAILS TO ADEQUATELY DOCUMENT A GOOD FAITH EFFORT TO SUBCONTRACT WITH M/WBE FIRMS OR TO PURCHASE SIGNIFICANT MATERIAL SUPPLIES FROM M/WBEs MAY BE DENIED AWARD OF THE CONTRACT BY DHA BASED ON THE CONTRACTOR'S FAILURE TO BE A "RESPONSIBLE BIDDER" AND A "RESPONSIVE BIDDER". THE ATTACHED FORM (LETTER OF ASSURANCE "A" AND SCHEDULE OF SUBCONTRACTOR/SUPPLIER BID SOLICITATION, OR LETTER OF ASSURANCE "B" AND SCHEDULE OF SUPPLIERS) MUST BE COMPLETED BY ALL BIDDERS AND SUBMITTED WITH THEIR BIDS IN ORDER FOR THEIR BIDS TO BE CONSIDERED.**

*Information obtained will be retained by DHA as permanent records of the prime contractor's "Good Faith Effort".*

Dear Vendor,

Thank you for your interest in doing business with the DHA. This letter provides information on how to comply with the U.S. Department of Housing and Urban Development's (HUD) Section 3 requirements<sup>1</sup>. As a recipient of HUD financial assistance, DHA is required to comply with Section 3, including reporting Section 3 participation to HUD.

The purpose of Section 3 to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to businesses which provide economic opportunities to low- and very low-income persons. DHA tracks which of its contracted vendors are Section 3 businesses, as well as the number of new Section 3 hires and Section 3 training opportunities provided to residents. This information helps DHA meet our Section 3 goals every year. Our agency goals include:

- a) At least 30% of new hires from Section 3 spending are Section 3 residents;
- b) At least 10% of construction spending is awarded to Section 3 businesses; and
- c) At least 3% of non-construction spending is awarded to Section 3 businesses.

There are three ways that a vendor may self-certify as a Section 3 business. Section 3 businesses are those that can provide evidence that they meet one of the following criteria:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet one of the first two qualifications above.

For more information, visit [www.hud.gov/section3](http://www.hud.gov/section3). For more information provided in this letter, you may also learn more about HUD's Section 3 program online at [www.hud.gov/section3](http://www.hud.gov/section3)

Finally, a Section 3 resident is a person who meets one of the following criteria:

- a) A DHA public housing resident; or
- b) A low<sup>12</sup>- or very<sup>3</sup>-low-income individual who resides in the metropolitan area, or non-metropolitan county, in which the Section 3 covered assistance is expended.

The figures in the following table show income limits for low- and very-low income families, who would qualify as Section 3 residents. HUD issues updated income limits on an annual basis.

FY2017 Income Limits

Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Low (80%)	Below \$ 41,100	Below \$47,000	Below \$52,850	Below \$58,700	Below \$63,400	Below \$68,100	Below \$72,800	Below \$77,500

DHA provides resources to help vendors meet Section 3 goals, as well as monitor and report Section 3 participation. First, DHA encourages vendors to collaborate with our Section 3 Employment Coordinator—Mr. Edward Thomas—when seeking new hires. Mr. Thomas offices at DHA’s Buckeye Trail Commons property, and his contact information is included below. He maintains a list of resident-owned-businesses, and a list of current residents who are seeking employment.

Edward Thomas  
Section 3 Employment Coordinator  
ethomas@dhadal.com  
214-928-9777

Additionally, DHA provides two forms that are designed to assist with reporting.

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<sup>1</sup> A low-income household, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C.

<sup>2</sup> a(b)(2)), mean families (including single persons) whose incomes do not exceed 80% of the median family income for the area, as determined by the Secretary of HUD, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

<sup>3</sup> A very low-income household, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)), means families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.



The Section 3 Summary Report must be submitted to DHA on a quarterly basis while contracts are active. It captures new hire and training information. The Section 3 Self Certification is a form that you may provide to employees, to help identify whether you or your sub-contractors are hiring qualified Section 3 residents, and whether you meet the threshold for certifying as a Section 3 business.

If you would have questions or would like to learn more about this program, please contact me at 214-951-8397, or [Jenilee.Webb@dhantx.com](mailto:Jenilee.Webb@dhantx.com). I look forward to working with you.

Regards,

Jeni Webb  
Director of Compliance and Training  
DHA

Encls

## **“THE SECTION 3 CLAUSE”**

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the section 3 covered project.
- B. The parties to this contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary to Housing and Urban Development set forth in 24 Part CFR 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal Financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## SECTION DEFINITIONS

### 1. Section 3 Business Firm:

- a. Is any business located within the Section 3 area and any business owned in substantial part, at least 51 percent, by persons residing in the Section 3 area? This includes residents of the housing development and any other residents of the Section 3 area.
- b. Must qualify as small under the Small Business Administration definition.

### 2. Section 3 Area:

- a. For purpose of job training and employment, the Section 3 area is the same unit of local government or metropolitan area or Nonmetropolitan County as determined by HUD in which the Housing Authority's development is located.
- b. For contracting, it is the same metropolitan or nonmetropolitan county where the Housing Authority's development is located.

[For the definition of project area, please call the Program Operations Division at Fort Worth, Telephone Number (817) 885-5837]

3. **Same Unit of Local Government** is the city/town where the Housing Authority is located if not within the Metropolitan Statistical Area (MSA).
4. **Metropolitan Area:** The office of Management defines metro areas for use in Federal statistical activities based upon the minimum population of 50,000 or a Census Bureau defined urbanized area with a total population of at least 100,000. The metro area must consist of one or more counties. Examples in Texas include (Lubbock County) and Longview-Marshall (Gregg, Harrison and Upshur Counties).
5. **Nonmetropolitan County** is defined as a county located outside of the Metropolitan Area such as Palo Pinto County, Texas.

**CHAPTER 3. WHAT SECTION 3 REQUIRES OF RECIPIENTS AND CONTRACTORS**

Section 3 requires that, to the greatest extent feasible, opportunities for job training and employment be given to lower income residents of the Section 3 area and contracts for work in connection with the Section 3 covered project be awarded to business concerns which are located in or owned in substantial part by persons regarding in the Section 3 area. Section 3 requires that a recipient/contractor take affirmative steps to give preference to qualified Section 3 area residents and business concerns in providing training, employment and contracting in connection with Section 3 covered projects. This chapter describes the obligations of recipients and contractors, imposed as a condition of receiving financial assistance for a Section 3 covered project. The “condition” is imposed by means of a certification or contract document which includes Section 3 obligations.

**3.1. DIRECT FINANCIAL ASSISTANCE THROUGH COMMUNITY DEVELOPMENT BLOCK GRANTS**

Section 3 was amended in 1974 to explicitly add Community Development Block Grants (CDBG) to Section 3’s coverage of HUD programs providing direct financial assistance in aid of housing, urban planning, and various types of development. The HUD regulations governing the CDBG Program deal specifically with Section 3 at 24 CFR 507.607. That provision of the regulations points out that Section 3 itself applies to the CDBG Program and requires grantees to adopt appropriate procedures and requirements to “assure good faith efforts toward compliance with the statutory directive.” Notwithstanding the applicability of the statute, this regulation further provides that the HUD Section 3 regulations, at 24 CFR Part 135, “are not applicable to” CDBG activities assisted under 24 CFR Part 570. The Part 135 regulations, while not binding on CDBG grantees, “may be referred to as guidance indicative of the Secretary’s view of the statutory objectives in other contexts.”

**3.2. OTHER HUD PROGRAMS**

- A. Assurance of Compliance with Section 3.** Every agreement for direct financial assistance must include the requirement that the applicant or recipient carry out the provisions of Section 3 and the governing regulations at 24 CFR (Section 135.20(a)). In addition, applications and recipients are required to cooperate with HUD in obtaining the compliance of their contractors and subcontractors with the regulations governing Section 3, including cooperation in distributing and collecting information (see 135.30).
- B. Incorporation of Section 3 Clause.** Section 135.20(b) requires that every covered party incorporate a “Section 3 clause” in all contracts for work on a Section 3 covered project (see Appendix E). Note that the General Conditions of the Contract for Construction of Public and Indian Housing Programs (Form HUD-5370) contains the Section 3 clause. A Section 3 clause includes statements to the effect that:

1. The work under the contract is covered by Section 3 and a brief description of Section 3;

2. The parties have agreed to comply with Section 3 and Part 135 and are not contractually or otherwise prevented from complying;
3. Contractors will notify labor organizations of their commitments under Section 3;
4. Contractors agree to include a Section 3 statement for every subcontractor and will not let contracts without obtaining assurances of compliance from subcontractors;
5. The parties agree not to subcontract with any subcontractor found in violation and unable or unwilling to comply with Part 135; and
6. The parties acknowledge compliance which is binding upon the applicant or recipient, its successors, and assignees.

**A Good Faith Effort** To the greatest extent feasible, opportunities for training and employment arising in connection with a Section 3 covered project are to be given to Section 3 area residents.

1. Although Section 3 does not require that a training program be established, it does require that, where there is a training program, Section 3 area residents receive preference for such training. An applicant, recipient, contractor or subcontractor is obligated, under Part 135 Subpart B, to use the maximum number of persons in training categories and to fill all vacant training positions with Section 3 area residents except for those training positions which remain unfilled after a good faith effort has been made to fill them with eligible/qualified Section 3 area residents.
2. Obligations for utilizing Section 3 area residents as employees are set forth at Part 135 Subpart C. In general, an applicant, recipient, contractor or subcontractor must:
  - a. Identify the number of positions, by skill level, required to plan and implement the work to be done under the Section 3 covered project;
  - b. Determine how many of these positions are currently filled and which are not filled by regular, permanent employees; and
  - c. Establish a target within each occupational category for the number of positions to be filled by Section 3 area residents.
3. Examples of actions demonstrating a good faith effort include:
  - a. Targeted recruitment of Section 3 area residents for training and employment positions by taking such steps as:
    - advertising in local media,

- prominently placing a notice of commitments under Section 3 at the project site or other places where applications for training and employment are taken,
  - contacting local job training centers, employment service agencies and community organizations,
  - developing on-the-job training opportunities or participating in job training programs,
  - contacting assisted housing resident councils and resident management corporations;
- b. Keeping a list of Section 3 area residents who apply on their own or by referral for available positions;
  - c. Sending to labor organizations or representative of workers with whom the recipient, contractor or subcontractor has a collective bargaining agreement or other understanding, a notice about contractual commitments under Section 3; and
  - d. Selection of Section 3 area residents for training and employment positions.
- D.** A good faith effort to award contracts for work in connection with the project to Section 3 business concerns. Recipients and contractors must fulfill their obligations to utilize Section 3 business concerns by developing and implementing an affirmative action plan (see 135.70).
- 1. An affirmative action plan (AAP) includes:
    - a. An approximate number and dollar value of contracts to be awarded over the duration of the Section 3 covered project (this estimate should be broken down by type of business or profession);
    - b. Based on an analysis of the estimated contract needs, a target number and value of contracts to be awarded to Section 3 business concerns (these targets should consider the availability of Section 3 business concerns within the categories identified in the initial estimate of contract needs); and
    - c. A Program of strategy for achieving the targets established for awards to Section 3 business concerns.
  - 2. The strategy for implementing the affirmative action plan must include, but need not be limited to, insertion of the affirmative action plan and identification of the Section 3 area in bid documents.
  - 3. Further actions that must be taken in implementing the AAP are:

- a. Steps to secure the cooperation of contractors in meeting the goals for contract awards to Section 3 business concerns;
- b. Steps to ensure that Section 3 business concerns are notified of pending contractual opportunities, e.g. publishing future contract opportunities through local business development centers, local business and contractors' associations, local media, and assisted housing resident management corporations; and
- c. Requiring submission of an AAP as described in subparagraph D1a. above by all bidders responding to a competitive solicitation and evaluating each bid to determine whether the proposed AAP will accomplish the stated goals.

#### **E. Recipient Records and Reports**

1. Section 135.120 of the regulations implementing Section 3 requires recipients and contractors to keep records and to submit reports which would allow the Department to ascertain compliance with Section 3 regulations, Recipients and contractors must advise HUD within 15 days of contract award, of the steps taken or to be taken to comply with Section 3. There is currently no prescribed format for keeping or reporting Section 3 data. Appendix F is a sample format which may be used for keeping Section 3 related records.
2. Records and reports include actions taken and their results. Examples of records to be maintained are:
  - copies of advertisements for training and employment;
  - lists of Section 3 residents who applied or otherwise expressed an interest in training positions or employment.
  - copies of solicitations or requests for proposals;
  - documentation of pre-construction conferences;
  - records of bid evaluations and selections;
  - correspondence or other documentation related to Section 3 grievances;
  - photographic evidence of displayed signs;
  - copies of letters to community organizations;
  - copies of notifications of awards to grantees and contractors;
  - copies of business AAPs, including records of solicitation mailing lists, direct solicitation of bids or proposals; and
  - evidence of affirmative steps to include Section 3 business concerns; such as, dividing total work requirements into smaller sub-tasks, joint ventures between a large business and Section 3 business concern, and limiting competition to Section 3 business concerns pursuant to HUD regulations at 24 CFR Part 963.
3. Certain HUD reports contain data which may be used in monitoring performance under Section 3. These reports include, but may not be limited to:

- Form HUD 40013A – the CDBG Finding Summary Sheet records findings resulting from in-house or on-site monitoring.
- Form HUD 40013 – the CDBG Annual Performance Summary includes information gathered both in-house and on-site throughout the year. Funding recommendations and decisions regarding the grant for the next year are based on these determinations.
- Form (WH-247) – the Contractor’s Payroll Certification Form used by contractors to report employment data on construction project (see Appendix G). Labor Relations staff collects this for Section 202 projects and certain other housing programs. This staff can assist FHEO staff in obtaining access to payroll records maintained by public housing agencies, community development block grant recipients and other recipients of direct HUD financial assistance covered by Section 3.



**SECTION 3 BUSINESS UTILIZATION FORM**

Project Name: \_\_\_\_\_ Total Dollar Amount of Contract: \_\_\_\_\_

Name of Prime Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

Federal Identification No: \_\_\_\_\_

Name of Subcontractor	Sect. 3 BSNS.*	Address and Phone No.	Trade/Service Or Supply	Contract Amount	Award Date	Competitive Or Negotiated Bid	Federal Identification No.

\* Check if a Section 3 Business concern

Total Dollar Amount Awarded to Section 3 Businesses \$ \_\_\_\_\_

Section 3 Business Concern

A business concern which is located in or owned in substantial part (at least 51%) by persons residing in the same metropolitan area or non-metropolitan county as the project.

**DAKotas HOUSING AUTHORITY SECTION PROGRAM**  
**CONTRACTOR CERTIFICATION OF EFFORTS TO COMPLY WITH**  
**EMPLOYMENT AND TRAINING PROVISIONS OF SECTION**

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

Is a Section 3 Business concern A Section 3 Business concern means a business concern:

1. That is 51% or more owned by Section 3 Resident(s); or
2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 herein.

Is Not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

**EFFORTS TO AWARD SUBCONTRACTOR TO SECTION 3 CONCERNS:**  
**(Check ALL that apply)**

By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses, which may solicit, bids for a portion of the work.

By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.

By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations.

By following up with Section 3 business concerns that have expressed interest in the contracting opportunities.

By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought.

By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities.

By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.

Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses

By developing and using a list of eligible Section 3 business concerns

By actively supporting and undertaking joint ventures with Section 3 businesses

**EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS**

By entering into a "first source" hiring agreements with organizations representing Section 3 residents

By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades.

By advertising employment and training positions to dwelling units occupied by Section 3 residents

By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled

By arranging interviews and conducting interviews on the job site

By undertaking such continued job-training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

\_\_\_\_\_  
**AUTHORIZED SIGNATURE OF THE BIDDER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**COMPLIAN NAME**

**CONTRACT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION**

**AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, BETWEEN the Owner, DHA, 3939 North Hampton Road, Dallas, Texas 75212 and the Contractor:

\_\_\_\_\_  
\_\_\_\_\_.

The Project is: \_\_\_\_\_

The Architect is: \_\_\_\_\_

**The Owner and the Contractor agree as set forth below.**

**Article 1. THE CONTRACT DOCUMENTS.**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Special, Supplementary) and other Conditions contained in the Bid Documents and Specifications for the \_\_\_\_\_

\_\_\_\_\_, Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein verbatim. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

**ARTICLE 2. THE WORK OF THIS CONTRACT.**

The Contractor shall execute the entire Work described in the Contract Documents, except that work specifically indicated in the Contract Documents to be the responsibility of others or as follows:

**ARTICLE 3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.**

3.1 The date of commencement will be fixed in a Notice to Proceed issued by the Owner.

3.2 The Contractor shall achieve Substantial Completion of the entire work not later than \_\_\_\_\_ **calendar** days subject to adjustments of this Contract Time as provided in the Contract Documents.

3.3 The Contractor acknowledges and agrees that time is of the essence in the completion of this Agreement and if the Contractor fails to complete the work within the time specified in the contract or any extensions approved by the Owner, the Contractor shall pay to the Owner as liquidated damages, the sum of \$100.00 for each day of delay.

3.3.1 If the Owner does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

**ARTICLE 4. CONTRACT SUM.**

4.1 The Owner shall pay the Contractor for the Contractor's performance of the Contract the Contract Sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

4.1.1 The contract price is divided into the following components:

**Total Contract Price: \$** \_\_\_\_\_

## Contract between DHA and Contractor

- 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
- 4.3 Unit prices, if any, are as follow:

## ARTICLE 5. PROGRESS PAYMENTS

- 5.1 Based upon Applications for Payment submitted to the Owner/Architect by the Contractor and Certificates for Payment issued by the Architect and/or Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and in Section 27 of the General Conditions of the Contract for Construction, Public and Indian Housing Programs.
- 5.2 The period covered by each Application for Payment shall be approximately one calendar month ending on the last day of the month, or as follows:
- 5.3 Application for Payment is to be submitted by the Contractor no later than the 25<sup>th</sup> day of a month.
- 5.4 DHA shall pay the approved amounts of Contractor's invoices within forty-five (45) days after receipt of invoice in proper form. Payment will be contingent upon DHA's review of the invoice and determination that the Services described in the invoice are within the description of the Services under this Contract. If DHA, in good faith, disputes and does not approve an item billed, DHA will notify the Contractor of the item or portion of an item disputed and will withhold payment thereof until settlement of the dispute. The right of DHA to withhold such payments will be in addition to, and not in any way in lieu of, any other right of DHA hereunder, including the right to raise disputes for the first time after audit. All payments shall be on account only and are subject to adjustment after audit.
- 5.5 In making progress payments, there shall be retained 5% of the estimated amount until final completion and acceptance of all work covered by this contract.
- 5.6 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

## ARTICLE 6. FINAL PAYMENT.

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Owner/Architect; such final payment shall be made by the Owner not less than thirty (30) days after the issuance of the Owner/Architect's final Certificate for payment, or as follows:

## ARTICLE 7. MISCELLANEOUS PROVISIONS.

- 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
- 7.2 Prior to the start of work, the Contractor shall attend a pre-construction conference with the Owner and/or its designated representative(s), the Architect, and other interested parties convened by the Owner. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards.) The Owner will provide the Contractor with the date, time and place of the conference.
- 7.3 The Contractor acknowledges that it has prepared and submitted with its bid all of the documents and certifications set forth in the Representations, Certifications and Other Statements of Bidders - Public and Indian Housing Programs, HUD Form 5369-A, and that it will include in any and all of its subcontracts hereunder all certifications required, including but not limited to Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, Certification of Eligibility to be Awarded Contracts or Participate in HUD Programs, Certification of Eligibility Under the Davis-Bacon Act, Certification of Non-segregated Facilities, and the Clean Air and Water Certification.
- 7.4 DOMINANT ETH A
- a) The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules and regulations and the lawful orders of any public authority bearing on the performance of the Services. If the Contractor observes that any provision of the Contract is at variance with any applicable law, statute, building code or regulation, the Contractor shall notify DHA in writing promptly, and the necessary changes shall be accomplished by appropriate written modification of the Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, the Contractor shall assume full responsibility and shall bear all cost and liability attributable thereto.
  - b) This Contract and the rights and obligations of the parties thereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas.
  - c) By execution of this Contract, the Contractor warrants and covenants to DHA that all Services will be performed in accordance with all applicable federal, state, county and city codes, rules and ordinances, including, but not limited to, the federal Clean Air Act and the Occupational Health and Safety Act, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.
  - d) Furthermore, the Contractor shall obtain and maintain in full force and effect during the term of this Contract, such licensing and/or permits as may be required by federal, state and local authorities.

☐☐☐ **INSURANCE**

The following shall apply as indicated:

(a) Contractor shall procure and maintain at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees or subcontractors. Contractor acknowledges that it has familiarized itself with the extent and scope of work to be performed and certifies that its insurance policies provide coverage for losses that might arise from the types of hazards to be found therein.

☐☐☐ Contractor's insurance coverage shall be primary and noncontributory with respect to DHA, its commissioners, officers, directors, employees and volunteers.

☐☐☐ To the extent that subcontractors may be used, Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

☐☐☐ Certificates of Insurance and endorsements shall be furnished to DHA and approved by DHA before services are furnished.

☐☐☐ The following standard insurance policies shall be required:

- ❖ Commercial General Liability Policy
- ❖ Workers' Compensation Policy
- ❖ Automobile Liability Policy

☐☐ Approval, disapproval or failure to act by DHA regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accident as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Contractor from liability.

(b) The following requirements are applicable to all policies:

- i. Commercial General Liability and Workers Compensation insurance shall be written by a carrier with an A-: VII or better rating in accordance with current A.M. Best Key Rating Guide.
- ii. Only insurance carriers licensed or duly authorized to do business in the State of Texas will be accepted.
- iii. Only deductibles applicable to property damage are acceptable; if applicable they must be shown on the certificate of insurance and approved by DHA.
- iv. Except for Professional Liability insurance, "Claims made" policies will not be accepted.

## Contract between DHA and Contractor

- v. DHA, its commissioners, officers, directors, employees, and volunteers, are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to DHA, its commissioners, officers, directors, employees, and volunteers.
- vi. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, nonrenewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to DHA.
- vii. Upon request, certified copies of all insurance policies shall be furnished to DHA.

### (c) COMMERCIAL GENERAL LIABILITY INSURANCE

The following Commercial General Liability Insurance is required:

- i. Minimum Limits of \$1,000,000 per Occurrence with an annual Aggregate of \$1,000,000 for Bodily Injury, Personal Injury and Property Damage.
- ii. Coverage shall be provided for premises/operations and product/completed operations hazards.
- iii. The ISO Commercial General Liability Policy form ("Occurrence" form CG 0001, Ed. 11/88) or broader with no deletions of coverage. Any exclusions, changes or limitations of coverage must be submitted with Contractor's written proposal and must be approved by the DHA risk manager.
- iv. A Waiver of Subrogation in favor of DHA must be endorsed to the policy.

### (d) WORKERS' COMPENSATION INSURANCE

□□□ □□□□□□□ □ □□□□□□□ □□□□□□□ □□□□□□□□

- i. Workers' Compensation to Statutory Limits.
- ii. Minimum Employer's Liability limits of:
  - (a) By Accident -- \$500,000 each accident;
  - (b) By Disease -- \$500,000 each Employee and Policy limit.
- iii. "Texas," must appear in Item 3A of the declarations page or Item 3C must contain the following: "All states except those listed in Item 3A and the state of NV, ND, OH, WA, WV, and WY."
- iv. A Waiver of Subrogation in favor of DHA must be endorsed to the policy.

### (e) AUTOMOBILE LIABILITY

The following Automobile Liability Insurance will be required:

- i. On Owned, Nonowned or Hired motor vehicles used on the site or in connection therewith, a minimum Combined Single limit of \$1,000,000. each Accident for Bodily Injury and Property Damage.



## Contract between DHA and Contractor

- ii. DHA, its commissioners, officers, directors, employees and volunteers, shall be added as "Additional Insureds."
- iii. Insurance Services Office Business Auto coverage form (CA 0001, Ed. 6/92) or broader with symbol 1, "*any auto*" shown in the *Covered Autos* portion of the declarations page.
- iv. There shall be no special limitations regarding the scope of protection afforded to DHA, its commissioners, officers, directors, employees and volunteers.
- v. A Waiver of Subrogation in favor of DHA must be endorsed in the policy.

### (f) CERTIFICATES OF INSURANCE

All Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:

- i. The company is authorized to do business in the State of Texas.
- ii. The insurance set forth by the insurance company is written on forms which have been approved by the Texas State Board of Insurance or ISO.
- iii. Sets forth all endorsement and insurance coverage according to requirements and instructions contained herein.
- iv. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to DHA.
- v. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

### (g) VERIFICATION OF COVERAGE

The following requirement pertains to all Certificates of Insurance:

Contractor shall furnish DHA with certificates of insurance and with original endorsements effecting coverage by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and written on forms that have been approved by the Texas Department of Insurance or Insurance Services Office. They must set forth all coverage and deductibles as well as the notice of cancellation, termination or change in coverage provisions to DHA according to requirements and instructions contained herein. Certificates of insurance (or certified copies of policies) and any required endorsements shall be furnished to and approved by DHA before work commences. DHA reserves the right to require complete, certified copies of all required insurance policies at any time.

(h) NOTICES

*All notices pertaining to insurance shall be given to DHA at the following two addresses:*

DHA  
Tim Lott  
VP Capital Programs  
3939 North Hampton Road  
Dallas, Texas 75212

DHA  
Kenneth Duke  
Director of Procurement  
3939 North Hampton Road  
Dallas, Texas 75212

**7.6 INDEMNIFICATION**

TO THE EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD DHA, ITS COMMISSIONERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, AND VOLUNTEERS HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, "DAMAGES" FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, FAILURE TO COMPLY WITH GOVERNMENTAL LAWS OR REGULATIONS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, OR BY ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER OR NOT IT IS CAUSED IN PART BY THE NEGLIGENCE OR CONDUCT OF DHA OR OTHER PARTY INDEMNIFIED HEREUNDER. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN THIS SECTION. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

**7.7 LIMITATION OF AGREEMENT**

Contractor and DHA agree and acknowledge that this Contract is entered into by and between Contractor and DHA only, and is not intended to inure to the benefit of any other party. No party other than Contractor and DHA may claim a benefit pursuant to this Contract, and in the event that any third party asserts a claim against DHA as a result of this Contract or as a result of the services provided by Contractor pursuant to this Contract, Contractor agrees to defend, indemnify and hold harmless DHA, its commissioners, officers, directors, employees, agents, attorneys, consultants, and

## **Contract between DHA and Contractor**

volunteers against any and all liabilities, demands, claims, suits, judgments, or other costs or expenses incident to any and all such claims.

### **7.8 ACCESS TO RECORDS**

Contractor acknowledges that DHA is a grantee of federal funds and therefore Contractor agrees to provide access by DHA, the United States Department of Housing and Urban Development, the Comptroller General or the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purposes of making audit, examination, excerpts, and transcriptions.

### **7.9 RETENTION OF RECORDS**

Contractor agrees to retention of all records pertinent to this Contract for three (3) years after DHA makes final payment hereunder and all other pending matters are closed.

### **7.10 EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or handicap. Such action shall include, but not be limited to (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship. Contractor shall include the terms and conditions of this clause in every subcontract unless exempted by the rules, regulations, or order of the Secretary of Labor issued under Executive Order 11246, as amended. Contractor agrees to indemnify, defend and save DHA harmless from all claims, investigations and suits with respect to all alleged or actual violations of state or federal labor laws resulting from any act or acts, or omissions of Contractor.

## **EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS, SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

### **The Contractor agrees as follows:**

- (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

## Contract between DHA and Contractor

- very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUDs 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 contractors commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
  - (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the requirements of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR part 135.
  - (f) Noncompliance with HUDs regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
  - (g) Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements shall be to the maximum extent consistent with, but not in derogation of compliance with section 7(b) of the Indian Self-determination and Education Assistance Act, 25 U.S.C. section 450e(b) when this law is applicable.

**CONTRACTOR UNDERSTANDS AND AGREES THAT FAILURE TO COMPLY WITH DHA'S SECTION 3 REPORTING REQUIREMENTS IS GROUNDS FOR THE TERMINATION OF THIS CONTRACT.**

## **7.12 INTEREST OF MEMBERS OF CONGRESS**

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

## **7.13 INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**

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

## **7.14 LIMITATION ON PAYMENTS MADE TO INFLUENCE CERTAIN FEDERAL FINANCIAL TRANSACTIONS**

*The Contractor agrees as follows:*

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

## **7.15 ROYALTIES AND PATENTS**

Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save DHA harmless from loss on account thereof; except that DHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and Contractor has no reason to believe that the specified design, process, or product is an

## **Contract between DHA and Contractor**

infringement. If, however, Contractor has reason to believe that any design, process or product specified is an infringement of a patent, Contractor shall promptly notify DHA's Contracting Officer. Failure to give such notice shall make Contractor responsible for resultant loss.

### **7.16 ASSIGNMENT**

This Contract is not assignable unless such assignment shall be consented to in writing by both parties.

### **7.17 INTEGRATION AND SEVERABILITY**

This Contract constitutes the entire agreement between Contractor and DHA with respect to the subject matter hereof and supersedes all prior agreements, either written or oral. This Contract cannot be altered, changed or amended except by written instrument signed by both parties. Should any portion of this Contract be deemed unenforceable by a court of competent jurisdiction or by operation of law, the remaining portions hereof shall be unaffected and be interpreted as if such unenforceable portions were initially deleted.

### **7.18 STATE LAW AND VENUE**

This Contract has been executed and delivered in the State of Texas, and shall be construed in accordance with the laws of such State, without regard to the conflict of law provisions of the State of Texas or any other jurisdiction. Any action brought to enforce or interpret this Contract shall be brought in the court of appropriate jurisdiction in Dallas County, Texas.

### **7.19 WAIVER**

No waiver of any term or condition of this Contract by either party shall be deemed to imply or constitute a further waiver of the same term or condition or of any other term or condition. Any such waiver must be in writing and signed by the party granting such waiver.

### **7.20 CONSTRUCTION**

Each party agrees that any court interpreting or considering this Contract shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who prepared it.

**7.21 PARAGRAPH HEADINGS**

The paragraph headings used herein are descriptive only and shall have no legal force and effect whatever.

**7.22 ADVICE OF COUNSEL**

Both parties acknowledge that this Contract is a legal document and that they have been advised and given the opportunity to seek the advice of legal counsel of their own choosing as to its contents, obligations and effect.

**7.23 NO AGENCY RELATIONSHIP**

Nothing contained in this Contract or in the relationship between DHA and Contractor shall be deemed to constitute such relationship as a partnership or joint venture, or constitute Contractor as an employee or a partner of DHA, or create any other relationship between DHA and Contractor, expressed or implied, it being understood and agreed that Contractor is an independent contractor. In particular, Contractor shall be responsible for all of Contractor's employees and agents, the supervision of all persons performing services for and on behalf of Contractor and for determining the manner and time of performance of all acts to be performed by Contractor under this Contract.

**7.24 INCONSISTENCIES BETWEEN THE CONTRACT DOCUMENTS**

The specifications shall have control over drawings.

**7.25 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS**

The Federal Labor Standards set forth shall apply to the construction work to be performed under the contract.

**7.26 GUARANTEE**

The Contractor guarantees that the work performed under this contract conforms to the contract requirements and is free of any defects in equipment, material, and/or workmanship performed by the Contractor or any subcontractor or supplier. Delivery of guarantees shall not relieve the Contractor from any obligation assumed under the contract for one year from the date of final acceptance of the project on all material and workmanship.

## ARTICLE 8 TERMINATION OR SUSPENSION.

- 8.1 Contractor acknowledges that DHA is a recipient of Federal Funds and that payments made under this Contract will be made with Federal Appropriations. Accordingly, if DHA does not receive its full appropriation, it may terminate this contract.
- 8.2 The Contract may be terminated by the Owner or the Contractor as provided in Section 34 of the General Conditions of the Contract for Construction, Public and Indian Housing Programs.
- 8.2.1 The Owner shall have the right to terminate the Contract by giving written notice by certified mail to the other party at least five (5) calendar days prior to the date the Contract is to be terminated.
- 8.3 The Work may be suspended by the Owner as provided in Section 30 of the General Conditions of the Contract for Construction, Public and Indian Housing Programs.
- 8.3.1 Should Owner determine that Contractor is engaged in unsafe practices, Owner or its designated representative may verbally issue an immediate order for the Contractor to cease all work.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS.

- 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- 9.1.1 The Agreement is this Contract Between Owner and Contractor for Construction;
- 9.1.2 Representations, Certifications and Other Statements of Bidders - Public and Indian Housing Programs, HUD Form 5369-A;
- 9.1.3 The General Conditions are the General Conditions of the Contract for Construction, Public and Indian Housing Programs, contained in the Bid Contract Documents and Specifications for the \_\_\_\_\_, including any and all amendments, modifications and/or supplements thereto;
- 9.1.4 The Supplementary and other Conditions of the Contract are those contained in the Bid Contract Documents and Specifications for the \_\_\_\_\_, as Defined and including any and all amendments, modifications and/or supplements thereto and the Project Manual.
- 9.1.5 The Specifications are those contained in the Bid Contract Documentation and Specifications for the \_\_\_\_\_, as Defined, and including any and all amendments, modifications and/or supplements thereto.



**Contract between DHA and Contractor**

**9.1.6** The Contractor's Bid Package.

**9.1.7** The Notice to Proceed issued by the Owner

**9.1.8** The Drawings are as follows, and are dated unless a different date is shown below:

**9.1.9** The addenda, if any, are as follows:

**9.1.10** Other documents, if any, forming part of the Contract Documents are as follows:

**Exhibit A - Mean Average Inclimate Weather**

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

**THE HOUSING AUTHORITY OF  
THE CITY OF DALLAS:**

**CONTRACTOR**

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

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

Name: Chetana Chaphekar

Name: \_\_\_\_\_

Title: CFO / Contracting Officer

Title: \_\_\_\_\_

**EXHIBIT "A"**

DALLAS / FT. WORTH METROPLEX AREA

MEAN AVERAGE INCLIMATE WEATHER

NATIONAL WEATHER SERVICE

NATIONAL CLIMATIC DATA CENTER

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

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Historical: 100 year averages for each month below:

Month	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Precipitation > 0.01	6.7	6.3	7.3	7.6	8.7	6.4	4.7	4.6	7.1	6.2	6.0	6.5
Snowfall > 1.0	0.5	0.4	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.1

**FORM OF PERFORMANCE BOND**

**THE STATE OF TEXAS**

**COUNTY OF \_\_\_\_\_** **NO. \_\_\_\_\_** **AMEN B. THESE PRESENTS**

That we \_\_\_\_\_, (Contractor)  
hereinafter called Principal, (a corporation, partnership or individual, as the case may be)  
and \_\_\_\_\_ (Surety)

hereinafter called the Surety, are held and firmly bound unto The Housing Authority of the City of Dallas, Texas, hereinafter called Owner, in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_) in lawful money of the United States, to be paid in Dallas County, Texas, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITIONS OF THIS OBLIGATION** is such that Whereas, the Principal entered into a certain contract with The Housing Authority of the City of Dallas, Texas, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, a copy of which is hereto attached and made a part hereof for the \_\_\_\_\_ (herein called the "Work").

**NOTWITHSTANDING**, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED FURTHER**, that if any legal action be filed upon this bond, venue shall lie in Dallas County, State of Texas, and that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

# FORM OF PERFORMANCE BOND

IN WITNESS WHEREOF, this instrument is executed five (5) counterparts, each of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

ATTEST

\_\_\_\_\_  
Notary Public

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

SEALED

\_\_\_\_\_  
Address

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Address

SEALED

\_\_\_\_\_  
Address

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Address

**NOTE: If the Contractor is Partnership, all partners should execute the bond.**

**FORM OF PERFORMANCE BOND**

Contractor's Bond Form

THE STATE OF \_\_\_\_\_

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

KNOW ALL MEN THESE PRESENTS

That we \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(A Corporation, a partnership or an individual, as the case may be.)

Hereinafter called Principal and \_\_\_\_\_ of \_\_\_\_\_ State  
of \_\_\_\_\_ hereinafter called the Surety, are held and firmly bound  
unto THE HOUSING AUTHORITY OF THE CITY OF DALLAS, TEXAS, hereinafter  
called the Owner, and unto all persons, firms, and corporation who may furnish materials for, or  
perform labor upon the building or

Improvement hereinafter referred to in the penal sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars in lawful money of the United States, to be paid in  
Dallas County, Texas, for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by  
these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a  
certain contract with The Housing Authority of the City of Dallas, Texas, the Owner, dated the  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, a copy of which is hereto  
attached and made a part hereof for the construction of:

NOTWITHSTANDING, the condition of this obligation is such that, if the Principal shall  
promptly make payment to all claimants as defined in Texas Government Code 2253, supplying  
labor and materials in the prosecution of the work provided for in said Contract, then this  
obligation shall be null and void, otherwise it shall remain in full force and effect.

**FORM OF PERFORMANCE BOND**

Contractor's name and address

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Texas Government Code 2253.

**FURTHER PROVIDED**, that if any legal action be filed upon this bond, venue shall lie in Dallas, County, State of Texas, and that said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**PROVIDED FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By: \_\_\_\_\_

□□□□

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

**ATTEST**

\_\_\_\_\_  
Surety

\_\_\_\_\_  
(Surety) Secretary

By: \_\_\_\_\_

□□□□

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

**CERTIFICATE AS TO CORPORATE PRINTING**

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, of said \_\_\_\_\_ who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

\_\_\_\_\_  
(Corporate Seal)

The rate of premium on this bond is \_\_\_\_\_ per thousand.

Total amount of premium charge \$ \_\_\_\_\_.

**T**he undersigned hereby certifies that the above is true and correct.

Witness my hand and the seal of the Corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Contractor Certification of Compliance with the State of Texas Government Code Chapter 2271 and 2274**

DHA, Housing Solutions for North Texas is subject to the Texas Government Code (“Code”) which requires Contractor (also referred to in this form as Company) to certify to the following provisions of the Code **if this Contract has a value of \$100,000 or more to be paid wholly or partly from public funds, and if Contractor is a for-profit company, other than a sole proprietorship, with 10 or more full-time employees. Contractor must certify to and adhere to the following:**

**I. Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries**

- a. Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- b. Contractor will not discriminate during the term of the contract against a firearm entity or trade association.

**II. Prohibition on the Boycott of Israel**

During the term of this Contract, Contractor affirmatively states that it does not and will not Boycott Israel. The terms “Company” and “boycott Israel” shall have the same meanings as described in the Texas Government Code §808.001.

**III. Prohibition on the Boycott of Energy Companies**

During the term of this Contract, Company affirmatively state that it does not and will not boycott energy companies. The terms “company” and “boycott energy companies” shall have the same meanings as described in the Texas Government Code §809.001.

\_\_\_\_\_, I, \_\_\_\_\_, as the authorized representative to sign on the behalf of Contractor, certify that items I, II, and III above are true.

\_\_\_\_\_, I, \_\_\_\_\_, as the authorized representative to sign on behalf of the Contractor, certify that items I, II, and III mentioned above do not apply to my Company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date





# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Applicability. This form is applicable to any construction/development contract greater than \$150,000.**

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
  - (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
  - (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
  - (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
  - (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
  - (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
  - (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
  - (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
  - (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
  - (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
  - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
  - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
  - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
  - (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
  - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
  - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
  - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

## 2. Contractor's Responsibility for Work

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

#### 4. Other Contracts

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

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

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

#### 6. Construction Progress Schedule

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

#### 7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

### 8. Differing Site Conditions

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

### 9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
  - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

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

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

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

#### **17. Temporary Buildings and Transportation of Materials**

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

#### **18. Clean Air and Water**

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

#### **19. Energy Efficiency**

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

#### **20. Inspection and Acceptance of Construction**

- (a) Definitions. As used in this clause -
  - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
  - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
  - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

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

## 23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.



- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

**24. Prohibition Against Liens**

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

**Administrative Requirements**

**25. Contract Period**

this contract within \_\_\_\_\_ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

**26. Order of Provisions**

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

**27. Payments**

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
  - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
  - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
  - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

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

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

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

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

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

## 29. Changes

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

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

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

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

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

### 31. Disputes

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

### 32. Default

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

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

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

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ \_\_\_\_\_ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for Convenience

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

### 35. Assignment of Contract

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

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [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.

### 37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

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

(a) Placing qualified small and minority businesses andÁ women's business enterprises on solicitation lists;Á

(b) Ensuring that small and minority businesses andÁ women's business enterprises are solicited wheneverÁ they are potential sources;Á

(c) Dividing total requirements, when economically feasible,Á into smaller tasks or quantities to permit maximumÁ participation by small and minority businesses andÁ women's business enterprises;Á

(d) Establishing delivery schedules, where the requirementsÁ of the contract permit, which encourage participation byÁ small and minority businesses and women's businessÁ enterprises; andÁ

(e) Using the services and assistance of the U.S. SmallÁ Business Administration, the Minority BusinessÁ Development Agency of the U.S. Department ofÁ Commerce, and State and local governmental smallÁ business agencies.Á

### 39. Equal Employment Opportunity

During the performance of this contract, the ContractorÁ Ü^||^| agrees as follows:Á

(a) The ContractorÜ^||^| shall not discriminate against anyÁ employee or applicant for employment because of of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.Á

(b) The ContractorÜ^||^| shall take affirmative action to Á ensure thatÁ applicants are employed, and that employees Á are treatedÁ during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such actionÁ shall include, but not be limited to, (1) employment, (2)Á upgrading demotion, (4) transfer, (5) recruitment orÁ recruitment advertising, (6) layoff or termination, (7) rates/ of pay or other forms of compensation, and (8) selectionÁ for training including apprenticeship. Á

(c) The Contractor shall agree to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor is in non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

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

**40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

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

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

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

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

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

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

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

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

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

#### 46. Labor Standards - Davis-Bacon and Related Acts

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

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.



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

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
  - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
    - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
    - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
    - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
  - (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

**AMENDMENTS AND ADDITIONS TO GENERAL CONDITIONS  
OF THE CONTRACT FOR CONSTRUCTION  
SUB AND INDIAN HOUSING PROGRAMS  
HUD FORM**

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The General Conditions of the Contract as set forth in HUD Form are modified as follows:

**SECTION** is modified to delete subparagraph (g) and substitute the following:

The contractor shall at all times keep the work area, including the storage areas, free from accumulations of waste materials, and free from overgrown ground vegetation (shrubs, grass, and weeds). After completing the work and before final inspection the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials), that are not the property of the PHA/IHA and all rubbish caused by its work; (2) mow the grass, trim all ground vegetation, reseed and/or resod all areas where ground cover and/or existing vegetation was damaged or destroyed by the work performed and leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified test; and; (4) deliver the installation in complete and operating condition.

**SECTION** is deleted and the following substituted therefore:

- (a) The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors.
  - (1) The Contractor's insurance coverage shall be primary insurance with respect to DHA, its officials, employees and volunteers.
  - (2) The Contractor shall include all subcontractors as additional insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
  - (3) Certificates of Insurance and endorsements shall be furnished to DHA and approved by DHA before work commences.
  - (4) The following standard insurance policies shall be required:
    - (1) Commercial General Liability Policy
    - (2) Automobile Liability Policy
    - (3) Workers' Compensation Policy
- (b) The following requirements are applicable to all policies:

- (1) Commercial General Liability, Automobile Liability and Professional Liability insurance shall be written by a carrier with an A-: VII or better rating in accordance with current A.M. Best Key Rating Guide.
- (2) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- (3) Deductibles applicable to property damage only are acceptable, but must be shown on the certificate of insurance.
- (4) Claims Made Policies will not be accepted except for professional liability insurance.
- (5) DHA, its officers, employees, and volunteers, are to be added as “Additional Insured” to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to DHA, its officials, employees, or volunteers.
- (6) A Waiver of subrogation in favor of DHA with respect to Workers’ Compensation insurance must be included.
- (7) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to DHA.
- (8) Upon request, certified copies of all insurance policies shall be furnished to DHA.

(c) **COMMERCIAL GENERAL LIABILITY INSURANCE**. The following Commercial General Liability Insurance will be required:

- (1) Minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- (2) Coverage shall be provided for premises/operations and product/completed operations hazards.
- (3) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

(d) **AUTOMOBILE LIABILITY INSURANCE**. The following Automobile Liability will be required:

- (1) On owned and non-owned motor vehicles used on the site or in connection therewith, a minimum combined single limit of (1,000,000 per occurrence for Bodily Injury and Property Damage.
- (2) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section of Item 2 of the declarations page.

(e) **WORKERS’ COMPENSATION INSURANCE**. The following Workers’ Compensation will be required:

- (1) Employer’s Liability limits of \$500,000 for each accident is required.

(2) Texas Waiver of Our Right to Recover From Others Endorsements, WC 42 03 04 shall be included in this policy.

(3) Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All states except those listed in Item 3A and the state of NV, ND, OH, WA, WV, WY and those listed in Item 3A.

(f) **CERTIFICATES OF INSURANCE** All certificates of Insurance to have the following:

(1) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:

(a) The company is licensed and admitted to do business in the State of Texas.

(b) The insurance set forth by the insurance company are written on forms which have been approved by the Texas State Board of Insurance or ISO.

(c) Sets forth all endorsement and insurance coverage's according to requirements and instructions contained herein.

(d) Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to DHA.

(e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

(2) Before commencing work, the Contractor shall furnish DHA with a certificate of insurance evidencing that Builder's Risk ("all risks" of physical loss) insurance on all work in place and/or materials stored at the building site, including foundations and building equipment, is in force.

**ADDRESS OF THE HOUSING AUTHORITY OF THE CITY OF DALLAS**

The Housing Authority of The City of Dallas  
Director of Development  
3939 N. Hampton Road  
Dallas, Texas 75212

The Housing Authority of The City of Dallas  
Risk Manager  
3939 N. Hampton Road  
Dallas, Texas 75212

(4) Approval, disapproval or failure to act by DHA regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accident as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability.

**INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor shall defend, hold harmless and indemnify DHA and its officers, directors, employees, agents, independent contractors, subcontractors, licensees, permittees, and assigns from and against all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs, that may be asserted against or persons that may arise out of or be occasioned by Contractor's breach of any of the terms and conditions of this Agreement, whether or not such claims, damages, losses, costs, and expenses are caused in whole or in part by the negligence, active or passive, of Contractor or any of its officers, directors, employees, agents, independent contractors, subcontractors, licensees, permittees, and assigns. This obligation shall survive the termination, expiration, or completion of this Agreement.

**SECTION** 11.1 is modified to add the following subparagraph (f):

- (f) The Contractor shall not contract with any proposed subcontractor who has not been accepted by DHA.

**SECTION** 11.2 is added as follows:

**11.2 FLOOD DISASTER ROTATION ACT**

If the Project is located in an area that has been identified by the Secretary of HUD as an area having special flood hazards and if sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that the Project will be covered, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

**SECTION** 11.3 is added as follows:

**11.3 NO PERSONAL LIABILITY**

No Commissioner, officer or employee of DHA shall be personally or individually liable on any obligation assumed by DHA hereunder. No personal liability, responsibility or accountability shall attach to any Commissioner, officer or employee of the Authority by reason of the execution of this Agreement.

**SECTION 1.10 CONDITIONS TO  
CONTRACT FOR CONSTRUCTION  
SUB AND INDIAN HOUSING PROGRAMS**

**1.10.1 TIME FOR COMPLETION**

The Contractor shall complete the work under this contract by the date specified in the contract documents. The Contractor shall be responsible for any delay in completion of the work.

**1.10.2 COMMUNICATIONS**

The Contractor shall maintain communication with the Authority throughout the project. The Contractor shall provide a point of contact for the Authority.

The Contractor shall be responsible for obtaining all necessary permits and approvals for the work. The Contractor shall provide copies of all permits and approvals to the Authority. The Contractor shall be responsible for any delay in obtaining permits and approvals.

The Contractor shall be responsible for obtaining all necessary insurance for the work. The Contractor shall provide copies of all insurance policies to the Authority. The Contractor shall be responsible for any delay in obtaining insurance.

The Contractor shall be responsible for obtaining all necessary bonds for the work. The Contractor shall provide copies of all bonds to the Authority. The Contractor shall be responsible for any delay in obtaining bonds.

**1.10.3 MINIMUM RATES OF PAY**

The Contractor shall be responsible for paying all subcontractors and vendors. The Contractor shall provide copies of all payment records to the Authority. The Contractor shall be responsible for any delay in payment.

**1.10.4 ROTATION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for maintaining the work area. The Contractor shall provide copies of all maintenance records to the Authority. The Contractor shall be responsible for any delay in maintenance.



Contractor shall be responsible for obtaining all necessary permits and licenses for the work to be performed under this contract.

Contractor shall be responsible for obtaining all necessary permits and licenses for the work to be performed under this contract.

Contractor's vehicles and equipment shall not be used for any purpose other than the work to be performed under this contract.

**BOOKS AND MANUALS**

Contractor shall be responsible for obtaining all necessary books and manuals for the work to be performed under this contract.

**DRAWINGS**

Contractor shall be responsible for obtaining all necessary drawings for the work to be performed under this contract.

**ADDRESSES**

Contractor shall be responsible for obtaining all necessary addresses for the work to be performed under this contract.

**It is the Contractor's responsibility to familiarize himself to the Contractor's failure to examine the site to determine the full scope of the work.**

**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work 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 particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics 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 the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, 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. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit 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.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

**(3) Payrolls and basic records.**

**(i) Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), 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 any 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

**(ii) Certified Payroll Reports.**

**(A)** The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

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

#### **(4) Apprentices and Trainees.**

**(i) Apprentices.** Apprentices 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, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where 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 journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

- (ii) **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 on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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.

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

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

## **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

## **C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

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

**(2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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

OMB Approval No. 2502-0598  
(Exp. 12/31/2017)

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

## Article 1: Labor Standards

**A. Applicability.** The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation.

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

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 (“**Administrator**”). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers



performing work in the classification under this Contract from the first day on which work is performed in the classification.

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

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

### **3. Payrolls, records, and certifications.**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

#### **4. Apprentices and Trainees.**

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

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws

approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

**10. Certification of Eligibility.**

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

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40

U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

### **C. Contract Work Hours and Safety Standards Act.**

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

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

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

**4. Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or

subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

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

#### **D. Certification.**

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

### **Article 2: Equal Employment Opportunity**

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

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

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

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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



#### **Article 4: Health and Safety**

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

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

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

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

# DALLAS HOUSING AUTHORITY • PROCUREMENT DEPARTMENT • 3939 N. HAMPTON ROAD • DALLAS, TX 75212

## GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract shall apply to all contracts entered into by the Authority.

1.01 Definitions

1.02 Relationship

1.03 Disputes

1.04 Retention of Title

1.05 Notice

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

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

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

Modification Number          Publication Date  
0    01/06/2023

SUTX1992-005 05/14/1992

	Rates	Fringes
BRICKLAYER.....	\$ 10.802 **	
CARPENTER (Excluding Drywall Hanging Batt Insulation, Form Setting).....	\$ 9.283 **	
CEMENT MASON/CONCRETE FINISHER (Excluding Form Setting).....	\$ 10.767 **	
DRYWALL HANGER.....	\$ 10.00 **	
ELECTRICIAN.....	\$ 10.415 **	
Form Setter.....	\$ 10.902 **	
HVAC MECHANIC (Including Pipe, Excluding Duct).....	\$ 9.934 **	1.128
INSULATOR - BATT.....	\$ 15.00 **	
Laborers: (Excluding Batt		



# DAVIS BAIRD - AGE RATES - RESIDENTIAL

The following information is provided for your information and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance.

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## Residential Coverage

The following information is provided for your information and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance. The information is provided for your information only and is not intended to constitute an offer of insurance.

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## AGE DETERMINATION APPEALS PROCESS

The following information is provided for your information and is not intended to constitute an offer of insurance.

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**DAVIS BAIRD ON AGE RATES – RESIDENTIAL**

➤ On 1/1/2023, the following rates will be implemented:

The following table shows the current and proposed rates for residential units. The current rates are shown in the left column and the proposed rates are shown in the right column. The proposed rates are based on the current rates and the age rates. The proposed rates are based on the current rates and the age rates.

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- Proposed Rates for Residential Units
- Current Rates for Residential Units
- Proposed Rates for Residential Units
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- Proposed Rates for Residential Units

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DAVIS BAIRD ON AGE RATES – RESIDENTIAL

## ADDITIONAL HUD REQUIRED FORMS

*Prior to award of the contract, the winning Contractor shall complete and sign the following two forms and submit to DHA for contracts exceeding \$100,000.00*

Form HUD-1084 – Contractor's Affidavit of Compliance  
Contractor's Affidavit of Compliance

SF-100 – Director's Certificate of Compliance

# Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)



# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.