

**SANTA FE COUNTY
HOUSING AUTHORITY DEPARTMENT**

INVITATION FOR BID



**SEWER LINE REPLACEMENT/EXTENSION AT
CAMINO DE JACOBO HOUSING SITE**

IFB# 2017-0152-HA/MM

JANUARY 2017

**SANTA FE COUNTY
SEWER LINE REPLACEMENT/EXTENSION PROJECT
AT CAMINO DE JACOBO HOUSING SITE**

Table of Contents

BIDDING DOCUMENTS

| | |
|--|----|
| Advertisement | 4 |
| Instructions for Bidders | 5 |
| Bid Proposal | 13 |
| Bid Form | 15 |
| Bid Sheets..... | 18 |
| Bid Bond | 19 |
| Performance Bond..... | 20 |
| Labor and Material Payment Bond | 22 |
| Subcontractor Listing | 25 |
| Certification of Subcontractor Regarding Equal Employment Opportunity..... | 29 |
| Non-Collusion Affidavit of Subcontractor..... | 30 |

APPENDICES

| | |
|---|----|
| A. Acknowledgement of Receipt of Invitation to Bid Form..... | 32 |
| B. Campaign Contribution Disclosure Form..... | 33 |
| C. Instruction to Bidders for Contract Public and Indian Housing Programs HUD-5369..... | 35 |
| D. Representations, Certifications, and other Statements of Bidders HUD-5369-A | 36 |
| E. General Conditions for Construction Contracts Public Housing Programs HUD-5370 | 37 |
| F. Previous Participation Certification HUD-2530 | 38 |
| G. Sample HUD Forms -51000, 51001, 51002, 51003, 51004..... | 39 |
| H. Form of Contractor’s Certificate and Release | 40 |
| I. Federal Labor Standards Provisions HUD-4010 | 41 |
| J. Federal Wage Rate Determination..... | 42 |
| K. State Wage Rates..... | 43 |

L. Davis-Bacon Labor Standards.....44

M. Sample Construction Contract, HUD-5370 (General Conditions for Construction Contracts
Public Housing Programs)45

N. Drawings and General Requirements46

**ADVERTISEMENT
INVITATION FOR BIDS
SEWER LINE REPLACEMENT/EXTENSION PROJECT
AT CAMINO DE JACOBO HOUSING SITE
IFB# 2017-0152-HA/MM**

The Santa Fe County Public Housing Authority is requesting bids to procure a licensed construction company to repair and replace an existing sewer line at the Camino de Jacobo Housing Site located in Santa Fe County. The work consists of replacing the existing sewer line and installing a new sewer line to extend to an existing public sewer service. Bids may be held for ninety (90) days subject to action by Santa Fe County. Santa Fe County reserves the right to reject any and all bids in part or in whole.

The housing sites are public housing and this procurement and the terms and conditions of the construction contract are governed by regulations of the U.S. Department of Housing and Urban Development (HUD). **All bids must be received by 2:00PM on February 3, 2017 at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.** By a submitted bid for the requested materials and/or services each firm is certifying that their bid is in compliance with the regulations and requirements stated within the IFB.

A Pre-Bid Conference & Site Visit will be held on January 20, 2017 at 2:00 PM at the Camino de Jacobo Housing Site Conference Room located at 52 Camino de Jacobo, Santa Fe, N.M. 87507. The Pre-Bid Conference & Site Visit is not mandatory but attendance is highly recommended.

EQUAL OPPORTUNITY EMPLOYMENT: All qualified bidders will receive consideration of contract(s) without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental handicap, serious mental condition, disability, spousal affiliation, sexual orientation or gender identity. Bidders are required to comply with the President's Executive Order No. 11246 as amended.

Information on Invitation for Bid packages is available by contacting Maricela Martinez, Santa Fe County, by telephone at (505) 992-9864 or by email at mcmartinez@santafecountynm.gov . A copy of the advertisement information will also be located on the Santa Fe County website at http://www.santafecountynm.gov/asd/current_bid_solicitations

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE ACCEPTED.

Santa Fe County Housing Department
Publish: January 8, 9, 15 & 16, 2017

INSTRUCTIONS FOR BIDDERS

Bids are requested by Santa Fe County for construction services to repair and replace an existing sewer line at the Camino de Jacobo Housing Site located in Santa Fe County.

The housing sites are public housing and this procurement and the terms and conditions of the construction contract are governed by regulations of the U.S. Department of Housing and Urban Development (hereafter referred to as "HUD"). The HUD-5359 and 5369-A forms govern this procurement, bid preparation and submission. The HUD-5369, 5369-A and HUD-5370 are attached to this solicitation. All references to "Paragraph __ of HUD 5369" or "Paragraph __ of HUD-5370" are references to an applicable HUD requirement or instruction. Bids are required to be prepared and submitted in accordance with Paragraph 1 (Bid Preparation and Submission) of HUD-5369 and HUD-5369-A.

1. LOCATION AND DESCRIPTION OF WORK: The work under this contract is located within Santa Fe County, New Mexico.

The Work consists of briefly: Abandon approximately 420 lin. ft. of existing sewer line with manholes, per City of Santa Fe requirements, install approximately 1,405 lin. ft. of new sewer line with new man holes, repair and surface roadway and all other work described in the contract documents unless specifically and clearly noted otherwise. The contractor shall provide a complete finished product in every way suitable for immediate occupancy by the owner.

The bids shall be in the form of lump sum pricing as listed in the bid form.

Bids shall be prepared and submitted in accordance with the requirements at Paragraph 1 (Bid Preparation and Submission) of HUD-5369.

2. TIME AND PLACE OF RECEIVING AND OPENING BIDS: **2:00 PM on February 3, 2017** at the Santa Fe County Purchasing Division, 142 W. Palace Avenue (Second Floor), Santa Fe, NM 87501.
3. SPECIFICATIONS: The construction shall be in accordance with the architect's Specifications, International Residential Code (IRC) 2006, and the New Mexico Building Code (Residential) as well as the plans and specifications provided by the County which are included in the bid package.
4. CONTRACT TIME: The number of days for the completion of work at the one housing site (the contract time) is 120 days. "Days" as used herein are calendar days.
5. COPIES OF BIDDING DOCUMENTS: Bidders may obtain complete sets of the Bidding Documents are available by contacting Maricela Martinez, Santa Fe County, by telephone at (505) 992-9864, email at mcmartinez@santafecountynm.gov or by visiting our website at http://www.santafecountynm.gov/asd/current_bid_solicitations.

Bidders shall use complete sets of Bidding Documents in preparing bids; neither the County nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

No license or grant of use of the bidding documents is conferred by issuance of copies of the bidding documents.

6. **BIDDER’S REPRESENTATIONS:** All bidders are required to submit as part of their bid a completed and signed HUD-5369-A form, “Representations, Certifications, and Other Statements of Bidders” which is attached to this solicitation. Bidders note that Paragraph 8 (Indian-Owned Economic Enterprise) of the HUD-5369-A is not applicable to this project. In addition, by submitting a bid a bidder represents that: a) the bidder has read and understands the Bid Documents and Contract Documents; b) the bidder has visited the site and has become familiar with local conditions under which the Work is to be performed, and has correlated the bidder’s personal observations with the requirements of the proposed Contract Documents; d) the bidder has familiarized itself with federal and state laws, and regulations affecting performance of the Work; and e) the bid is based upon the materials, equipment and systems required by the Bid Documents without exception; and f) the County may rely on these representations and the certifications made in the HUD-5369-A.
7. **THE CONTRACT DOCUMENTS:** The Contract Documents consist of the construction Contract with all the required documentation and bonds, Specifications and Addenda; the HUD-5370; Santa Fe County’s Supplemental Conditions, and all the documents required by the HUD-5369.
8. **INTERPRETATIONS/ADDENDA:** All questions about the meaning or interpretations of any part of this IFB shall be submitted to the Procurement Manager in writing. Addenda will be considered “Amendments” as described at Paragraph 2 (Explanations and Interpretations to Prospective Bidders) and Paragraph 3 (Amendments to Invitations for Bids) of HUD-5369. Replies will be issued by written Addenda mailed or delivered to all parties recorded by the printer, as having received the bidding documents at least seven (7) calendar days before the scheduled bid opening date. Questions received less than ten (10) calendar days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Written questions or inquiries in relation to the Invitation for Bid will be directed to:

Maricela Martinez, Procurement Specialist Senior
Santa Fe County Purchasing Division
142 W. Palace Avenue (Second Floor)
Santa Fe, NM 87501
Ph. (505) 992-9864
Fax (505) 989-3243
Email – mcmartinez@santafecountynm.gov

Addenda will be transmitted to all bidders that are listed on the Bid Holder's List at the printer(s) who have received a complete set of Bid Documents.

Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

Addenda will be issued no later than seven (7) working days prior to the date for receipt of bids except an Addendum withdrawing the IFB or an Addendum that postpones the date for receipt of bids.

As required by Paragraph 3 of HUD-5369, bidders shall ascertain prior to submitting a bid that the bidder has received all Addenda and bidders shall acknowledge receipt of all Addenda in the bid.

9. SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- A. The Contractor, in the bid documents, must identify in writing to the County those portions of the work that it proposes to subcontract and after the Notice of Award, may only subcontract other portions of the work with the County's written consent.
- B. Any subcontractor who will be providing more than \$5,000 for any service must be listed on the Subcontractor Listing. Subcontractors must be qualified in accordance with Paragraph 37 (Subcontracts) of HUD-5370 and bidders must comply with Paragraph 38 (Subcontracting with Small and Minority Firms) of HUD-5370.
- C. A subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a County project is subject to the Public Works Minimum Wage Act (13-4-10 NMSA 1978). The registration number shall be provided in the bid submitted by the Contractor in the space provided for subcontracts with work proposed. After the bid opening, the registration numbers will be verified by the County and the bid will be determined to be non-responsive and disqualified if the registration number(s) appear to be non-valid and the subcontractor does not provide proof of the required registration for itself or its subcontractors for work proposed over the sixty thousand dollars (\$60,000).
- D. The Contractor will not be required to employ any other subcontractor, other person or organization against whom he has reasonable objection.
- E. **The awarded contractor must register all active subcontractors on the State of New Mexico Workforce Solutions website upon approval of Notice of Award entered by Santa Fe County.**

10. SUBSTITUTIONS: The materials, products, and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered prior to the receipt of bids.

11. WAGE RATES/REGISTRATION WITH THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT: The Contractor shall be required to fully comply with the Federal Wage Rate Determination (see Appendix J). Each **prime**

contractor and subcontractors must be registered “active” with the New Mexico Department of Workforce Solutions / Public Works **at the time of the bid opening**. The contractor shall provide its registration number where indicated on the Bid Proposal Form. The registration of each subcontractor with the Labor and Industrial Division of the New Mexico Department of Labor (DOL) proposing to do work valued at more than sixty thousand dollars (\$60,000) shall be provided by the successful bidder prior to award and listed on the designated space on the Subcontractor Listing form.

12. **BID FORM:**
- A. The Bid Form is included in the bidding documents; additional copies may be obtained from the Santa Fe County Purchasing Division.
 - B. Bid Forms must be completed in either ink or typewritten. The bid price of each item on the form must be stated in numerals and written words; in case of an error in extensions in the unit price schedule, the unit price shown in written words shall govern.
 - C. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
 - D. Bids by partnerships must be executed in the partnership name and signed by a partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.
 - E. All names must be typed or printed below the signature.
 - F. The bid form shall indicate the bidder’s acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
13. **BID SECURITY:** Each individual bid shall be accompanied by bid security of not less than 5% of the amount of the bid in conformity with the requirements of Paragraph 9 of HUD-5369 (Bid Guarantee).
- The County has the right to retain the bid security of bidders to whom an award is being considered until either the construction Contract has been executed and bonds, if required, have been furnished or the specified time has elapsed so that bids may be withdrawn or all bids have been rejected.
14. **POWER OF ATTORNEY:** Attorneys in fact who sign bonds must attach certified effective copies of their Power of Attorney to all bonds.
15. **QUALIFICATION OF BIDS:** All bidders and subcontractors must have a valid New Mexico Contractor’s License appropriate to the work herein specified at the time the bid is submitted.
16. **SUBMISSION OF BIDS:** Bids shall be submitted at the time and place indicated in the Advertisement for Bids and in conformity with Paragraph 1 (Bid Preparation and

Submission) of HUD-5369. Bids shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the bidder, N.M. License Number, and accompanied by the list of subcontractors and other required documents. All blanks must be filled in. Conditional bids will not be considered. The envelope shall be addressed to:

Maricela Martinez, Procurement Specialist, Senior
 Santa Fe County Purchasing Division
 142 W. Palace Avenue (Second Floor)
 Santa Fe, NM 87501

17. MODIFICATION AND WITHDRAWAL OF BIDS: Late submissions, Modifications, and withdrawals are governed by Paragraph 5 (Late Submissions, Modifications, and Withdrawal of Bids) of HUD-5369.
18. GROSS RECEIPTS TAXES: The amount of the lump sum bids shall not include applicable New Mexico Gross Receipts Taxes or applicable local option taxes. The applicable Gross Receipts Tax or applicable local option taxes shall be computed and shown as a separate amount on each request for payment made under the contract.
19. BID OPENING: Bids received by the date and time for receipt of bids will be opened publicly and the base bid and any alternates will be read aloud.
20. BID OPENING PROCEDURE: The person or persons opening the bids shall verify that the requirements of the Instruction to Bidders have been fulfilled, and shall read aloud the name of each apparently responsive bidder and the bid amount(s). If any requirements have not been met, the bid shall be deemed non-responsive and disqualified. Each bid shall be reviewed for the following:
 - A. Bid Proposal – Include name of bidder, type of organization, contractor’s license number and DOL registration number and all required signatures.
 - B. Bid Form- Include acknowledgement of all addenda, if applicable, bidder’s name, title, address, telephone number, contractor’s license number and type, United States Treasury number, and all required signatures.
 - C. Bid Sheets-Include best price offered, excluding GRT.
 - D. Bid Bond-Include all required notarized signatures. Shall be in the form required by Paragraph 9 (Bid Guarantee) of HUD-5369 and made payable to Santa Fe County or a surety bond issued by a surety.
 - E. Subcontractor’s Listing Form- List of all subcontractors performing work over \$5,000, include name, address, telephone number, license number and **active** NM Department of Workforce Solutions Registration Number.
 - F. Campaign Contribution Disclosure Form-Completed and signed
 - G. Representations, Certifications & Other Statements of the Bidders (HUD 5369 A)- Completed and signed
 - H. Previous Participation Certification (HUD-2530 form), if applicable-Completed and signed

IF ANY OF THESE REQUIREMENTS ARE NOT MET, THE BID IS NON-RESPONSIVE AND WILL BE DISQUALIFIED. ANY DISQUALIFIED BID WILL NOT BE READ.

21. BIDS TO REMAIN OPEN: All bids shall remain open for ninety (90) days after the day of the bid opening.
22. AWARD OF CONTRACT: Award of the construction Contract shall be made in conformity with Paragraph 8 (Contract Award) of HUD-5369.
23. LIQUIDATED DAMAGES: Liquidated Damages in the amount of one hundred dollars (\$100.00) per day shall be assessed in accordance with Paragraph 33 (Liquidated Damages) of HUD-5370.
24. PREFERENCES IN EQUIPMENT OR MATERIALS: In the construction of this project, the County has no preference for any process, type of equipment, or kind of material, but will consider all processes, types of equipment or kinds of material offered on a usual competitive basis if they are in fact equal to that specified and will accomplish the purpose intended. The County is the sole judge as to whether or not a different process, type of equipment or kind of material offered is in fact equal to that specified.
25. LICENSE OR FEES: As required by Paragraph 12 (Permits and Codes) of HUD-5370, the Contractor is responsible for payment of all permits, fees or licenses necessary for the proper execution of the work, as well as obtaining any permits and inspections required by County or State Code.
26. TESTS: As required by Paragraph 20 (Inspection and Acceptance of Construction) of HUD-5370, the Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed conforms to the Contract requirements.
27. COLLUSION: No bidder shall submit more than one bid in response to this IFB. Collusion among bidders or the submission of more than one bid under different names by any firms or individual shall be cause for rejection of all bids in question without consideration.
28. QUANTITIES: The quantities set forth in the bid proposal are estimated quantities on which bids will be compared and which will be the basis for award of contract. Payment will be made for the work actually performed.
29. PROTEST PROCEDURE: Any bidder who is aggrieved in connection with this procurement may protest to the County Procurement Manager as indicated at Paragraph 7 (Service of Protest) of HUD-5369. The protest must be in writing and be submitted within fifteen (15) days after the facts or occurrence. The complete procedures and requirements regarding protests and resolution of protests are available from the Santa Fe County Purchasing Division upon request.

30. **CONTRACTOR'S QUALIFICATION STATEMENT:** The bidder to whom award of a Contract is under consideration shall submit, upon request, information and data to prove that their financial resources, production or service facilities, personnel, and service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of personal property described in the Bidding Documents.
31. **BOND REQUIREMENTS – PERFORMANCE BOND AND LABOR & MATERIAL PAYMENT BOND:** If awarded the contract, a bidder shall furnish bonds covering the faithful performance of the construction contract and payment of all obligations arising thereunder. The amount of the Performance and Labor & Material Payment Bonds shall each be equal to 100% of the Contract Sum. Bonds shall be issued by a surety authorized to conduct business in the State of New Mexico and who is approved in federal circular 570 as published by the U.S. Treasury Department. The cost of the bonds shall be included in the bid.
32. **TIME OF DELIVERY AND FORM OF BONDS.** The bidder shall deliver the required bonds to the County no later than seven (7) days following the date indicated in the Notice to Proceed issued by the County. If the Work is to be commenced prior thereto in response to a letter of intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished and delivered in accordance with this Section. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
33. **WARRANTY:** In accordance with Paragraph 23 (Warranty of Construction) of HUD-5370, the contractor shall furnish a written warranty of workmanship to the Procurement Manager for a period of one (1) year following the date of final acceptance of the work by the County. In addition, as required by Paragraph 22 (Warranty of Title) of HUD-5370, the Contractor warrants good title free of liens to all materials, supplied and equipment incorporated in the work.
34. **NOTICE OF AWARD:** In conformity with Paragraph 8 (Contract Award) of HUD-5369, a written Notice of Award shall be issued by the County after review and approval of the bid and related documents.
35. **TWO OR MORE INDENTICAL BIDS:** If two or more identical low bids are received, the County will apply the procedures outlined in Paragraph 17 of the County Purchasing Regulations.
36. **CANCELLATION OF AWARD:** When in the best interest of the public, the County may cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the County.
37. **NOTICE TO PROCEED:** The County will issue a written Notice to Proceed and a purchase order to the contractor stipulating the date from which contract time will be

charged and the date contract time is to expire, subject to valid modifications in accordance with the Contract Documents.

38. **FAILURE TO EXECUTE CONTRACT:** Failure of the contractor to return the signed contract within ten (10) calendar days after the date of the Notice of Award or to provide the County with required certificates of insurance, performance and payment bonds within the time frame set forth in the Contract Documents shall be cause for the cancellation of the award. The award may then be made to the next lowest responsive bidder, or the work may be re-advertised and constructed under contract or otherwise, as the County may decide.
 39. **INSURANCE REQUIREMENTS:** At a minimum upon execution of the Agreement between the County and the Contractor, the Contractor shall furnish to the County, Certificates of Insurance naming Santa Fe County for the insurance coverage required at Paragraph 36 (Insurance) of HUD-5370.
 40. **SUBCONTRACTOR PERFORMANCE AND PAYMENT BOND.** A subcontractor whose work to be performed on a public works building project is one hundred thousand twenty five dollars (\$125,000) or more shall submit a performance and payment bond in the amount of the work they are to perform on the project. These bonds will be submitted within the stated (10) calendar days after the date of the Notice to Proceed.
 41. **OPERATIONS AND MAINTENANCE MANUALS:** At the completion of the project, the contractor shall submit to the County two (2) copies of a three ring binder with all maintenance and operations instructions for all systems and items constructed or installed.
 42. **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick backs. Federal law 18 USC § 874 also prohibits kickbacks in the procurement of projects involving federal funds.
 43. **SUFFICIENT APPROPRIATION:** Any contract awarded as a result of this IFB process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the Contractor. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
- NUMBER OF BIDS ACCEPTED.** Bidders shall submit only one (1) bid in response to this IFB.
44. **LIVING WAGE.** Contractor shall comply with the requirements of the Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

BID PROPOSAL

**SEWER LINE REPLACEMENT/EXTENSION PROJECT
AT CAMINO DE JACOBO HOUSING SITE
IFB # 2017-0152-HA/MM**

To Santa Fe County, State of New Mexico, Owner:

In compliance with the information for Bidders and in strict conformance with the HUD-5369 and 5370, and the Contract Documents, _____, hereinafter called the Bidder, organized and existing under the laws of the State of New Mexico as a _____ (type of business or legal entity), hereby proposes to perform all the WORK required for the construction of the SEWER LINE REPLACEMENT/EXTENSION PROJECT AT CAMINO DE JACOBO HOUSING SITE located in Santa Fe County, New Mexico.

The undersigned declares that the only person or parties interested in the proposal as principals are those named herein; that the proposal is made without collusion with any person, firm or corporation; that it has carefully examined the specifications, including special provisions, if any, and that it has made a personal examination of the site of the work, that it is to furnish all the necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials specified in the manner and the time prescribed; that it understands that the quantities are approximate only and subject to increase or decrease, and that it is willing to perform any increased or decreased quantities of work at unit price bid.

The undersigned hereby agrees to execute and deliver the Construction Agreement within ten (10) days, or such further time as may be allowed in writing by Santa Fe County after receiving notification of the acceptance of this proposal, and it is hereby mutually understood and agreed that in case I do not, the Santa Fe County may proceed to award the contract to others.

We hereby agree to commence the work within fifteen (15) days, or such further time as may be allowed in writing by Santa Fe County after notification to proceed.

The undersigned proposes to guarantee all work performed under these plans, specifications and contract for one year after acceptance by the County and repair and maintain same until the date of acceptance by Santa Fe County.

Signature-Title

(Corporate Seal)

Corporate Name

Address

City, State, Zip Code

Names of individual members of firms or names and titles of all officers of Corporation.

Corporation organized under the Laws of the State of

New Mexico Contractor's License No.

NM Department of Workforce Solutions,
Public Works Labor Enforcement Fund
Registration Number:

BID FORM

SANTA FE COUNTY
CONTRACTING AGENCY AND OWNER

FROM: _____

_____ hereinafter called "Bidder".

TO: Santa Fe County
142 West Palace Avenue
Santa Fe, New Mexico 87501

hereinafter called "CONTRACTING AGENCY",

BID FOR: **SEWER LINE
REPLACEMENT/EXTENSION PROJECT
AT CAMINO DE JACOBO HOUSING SITE**
PROJECT: **IFB # 2017-0152-HA/MM**

Purchasing Division:

The bidder has familiarized itself with the existing conditions on the project area affecting the cost of the work and all documents which include:

- A. Advertisement for Bids
- B. Instructions for Bidders
- C. Bid Proposal
- D. Bid Form
- E. Bid Sheets
- F. Bid Bond
- G. Performance Bond
- H. Labor and Material Payment Bond
- I. Certification of Subcontractor Regarding Equal Employment Opportunity
- J. Non-Collusion Affidavit of Subcontractor
- K. Subcontractor Listing – \$5,000 threshold
- L. Acknowledgement of Receipt of Invitation to Bid Form
- M. Campaign Contribution Form
- N. Sample Construction Contract & HUD-5370
- O. Instruction to Bidders for Contract Public and Indian Housing Programs HUD-5369
- P. Representations, Certifications, and Other Statements of Bidders HUD-5369 A
- Q. General Conditions for Construction Contracts Public Housing Programs HUD-5370
- R. Federal Wage Rate Determination
- S. Previous Participation Certification HUD-2530
- T. Sample Payment, Change Orders, Materials Stored, Payroll, Employee Interviews, & Partial Payment HUD Forms
- U. Form of Contractor's Certificate and Release
- V. Federal Labor Standards Provisions
- W. Davis-Bacon Labor Standards
- X. All information provided in the Specifications and Drawings

Therefore, the Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools appurtenances, equipment, and services (including all utility and transportation services) required to complete the construction of the SEWER LINE REPLACEMENT/EXTENSION PROJECT AT CAMINO DE JACOBO HOUSING SITE, in accordance with the above listed documents.

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern). Bidder has provided lump sum prices for the scope of work for the public housing site.

In submitting this bid, the Bidder understands that the right is reserved by Santa Fe County to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the public and that Santa Fe County intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the agreement in the prescribed form within ten (10) days after the agreement is presented to him for signature.

All Addenda pertaining to this Project shall be acknowledged by the Bidder in the spaces provided below:

| Addendum | | Acknowledged by | Date |
|----------|-------|--|--------------|
| No. | Date | Bidder or Its Authorized Representative | Acknowledged |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the bidder and rejection of his proposal. It shall be the bidder's responsibility to become fully advised of all Addenda prior to submitting his bid.

The Bidder agrees to commence work under this Contract within fifteen (15) days after, a date to be specified in a written "Notice to Proceed" from Santa Fe County or its authorized agents. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

This Bid Proposal contains the following:

- A. Bid Proposal
- B. Bid Form
- C. Bid Sheets
- D. Bid Bond
- E. Subcontractors Listing Form
- F. Campaign Contribution Disclosure Form
- G. HUD-5369-A Representations, Certifications & Other Statements of Bidders
- H. HUD-Previous Participation Certification, if applicable

Respectfully submitted:

Name of Bidder:

Official Address:

By: _____
(Signature)

Title: _____

Date: _____

Telephone No.: _____

*New Mexico Contractor's License Number and Types: _____

United States Treasury Number: _____

BID SHEETS

**IFB# 2017-0152-HA/MM
SEWER LINE REPLACEMENT/EXTENSION PROJECT AT
CAMINO DE JACOBO HOUSING SITE**

Please offer your best price for the work required for the construction of the Sewer line replacement/extension project at Camino de Jacobo Housing Site. The lump sum base bid must include pricing for materials, equipment, labor, travel, and fees for any required permitting. Be advised that award may be made without discussion with bidders on offers received.

Item

Description

- 1. **Work includes but not limited to:** Abandon approximately 420 lin. ft. of existing sewer line with manholes, per City of Santa Fe requirements, install approximately 1,405 lin. ft. of new sewer line with new man holes, repair and surface roadway and all other work described in the contract documents unless specifically and clearly noted otherwise. The contractor shall provide a complete finished product in every way suitable for immediate occupancy by the owner.

LUMP SUM BASE BID WRITTEN IN NUMBERS: _____

LUMP SUM BASE BID WRITTEN IN WORDS: _____

**LUMP SUM BASE BID ARE EXCLUSIVE OF
NEW MEXICO GROSS RECEIPTS TAX**

BID BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____ hereinafter called the PRINCIPAL, as PRINCIPAL and the _____, of _____ a Corporation duly organized under the laws of the State of _____, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto Santa Fe County, a Municipal Corporation, 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 be these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated _____, 2017, for the construction of the SEWER LINE REPLACEMENT/EXTENSION PROJECT AT CAMINO DE JACOBO HOUSING SITE, in Santa Fe County, New Mexico.

B. 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 of bonds as may be specified in the bidding of 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 of 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 of perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

C. SIGNED AND SEALED THIS _____ DAY OF _____, 2017.

BIDDER

(SEAL)

By: _____
PRINCIPAL

WITNESS

By: _____
SURETY

WITNESS

Title: _____

PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL, hereinafter called the PRINCIPAL and _____, as SURETY, hereinafter called the SURETY, are held and firmly bound unto Santa Fe County, a New Mexico Municipal Corporation, hereinafter called the OBLIGEE, in the sum of _____ DOLLARS (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents;

B. WHEREAS, the Principal has a written agreement dated _____, 2017, entered into a contract with Santa Fe County for the SEWER LINE REPLACEMENT/EXTENSION PROJECT AT CAMINO DE JACOBO in Santa Fe County, New Mexico, in accordance with drawings and specifications prepared by Santa Fe County which contract is referenced made part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The Surety hereby waives notice of an alteration or extension of time made by Santa Fe County.
2. Whenever Contractor shall be, and declared by Santa Fe County to be in default under the contract, Santa Fe County having performed the Santa Fe County’s obligation thereunder, the Surety may promptly remedy the default of shall promptly:
 1. Complete the contract in accordance with its terms and conditions, or
 2. Obtain a bid or bids for submission to Santa Fe County for completing the contract in accordance with its terms and conditions, and upon determination by Santa Fe County and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the contract price” as used in this paragraph, shall mean the total amount payable by Santa Fe County to Contractor under the contract and any amendments thereto, less the amount properly paid by Santa Fe County to Contractor.
3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

B. SIGNED AND SEALED THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC

My Commission Expires:

PRINCIPAL

By: _____

Title: _____

Approved as to Form:

PRINCIPAL

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____ as PRINCIPAL, hereinafter called the PRINCIPAL and _____ as SURETY, hereinafter called the SURETY, are held and firmly bound unto Santa Fe County, a New Mexico Municipal Corporation as an OBLIGEE, hereinafter call Santa Fe County, for the use and benefit of any claimants as herein below defined, in the amount of _____ DOLLAR (\$) _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly be these presents;

B. WHEREAS, the Principal has a written agreement dated _____, 2017, entered into a contract with Santa Fe County for the SEWER LINE REPLACEMENT/EXTENSION PROJECT AT CAMINO DE JACOBO in Santa Fe County, New Mexico, in accordance with drawings and specifications prepared by Santa Fe County which contract is referenced made part hereof, and is hereinafter referred to as the contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, than this obligation shall be void; otherwise, it shall remain in full force, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the contract.
2. The above named Principal and Surety hereby jointly and severally agree with Santa Fe County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereof. Santa Fe County shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the Principal, shall have written notice of any two of the following: the Principal, Santa Fe County, or the Surety above named, within ninety (90) days after such said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained by said Principal, Owner, or Surety for the transaction of business, or served in any manner in which legal process may be

served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

- 4. Whenever Contractor shall be, and declared by Santa Fe County to be in default under the contract, Santa Fe County having performed the Santa Fe County's obligation thereunder, the Surety may promptly remedy the default of shall promptly:
 - a. Complete the contract in accordance with its terms and conditions, or
 - b. Obtain a bid or bids for submission to Santa Fe County for completing the contract in accordance with its terms and conditions, and upon determination by Santa Fe County and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Santa Fe County to Contractor under the contract and any amendments thereto, less the amount properly paid by Santa Fe County to Contractor.
- 5. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
- 6. No right of action shall accrue on this bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

b. SIGNED AND SEALED THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC

My Commission

Contractor – Principal

By: _____

Title: _____

Approved as to Form:

Surety

Title: _____

Countersigned: _____

Surety's Authorized New Mexico Agent

SUBCONTRACTOR LISTING

1. To be fully executed and included with Bid as a condition of the Bid (13-4-31 through 13-4-42 NMSA 1978).
2. For the purposes of this Project the threshold shall be \$5,000.
3. The Bidder shall list the Subcontractor’s Name, the City or County of the Place of Business and the Category of Work that will be done by each Subcontractor. The awarded contractor will be required to provide signatures for all subcontractors listed on the subcontractor listing form.
4. For ***all trades*** that are listed ***“only one bid received”*** or ***“no bid received”*** the Contractor must list the names and telephone numbers of all businesses contacted for a quote.
5. **The awarded contractor must register all active subcontractors on the State of New Mexico Workforce Solutions website upon approval of Notice of Award entered by Santa Fe County.**

| | | |
|---|------------------------|--|
| Trade: | Name of Subcontractor: | |
| Address: | | |
| Telephone No: | License No: | NM Dept of Workplace Solutions Registration No. |
| Signature of Subcontractor (To be obtained after award of contract): | | |
| If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3. | | |
| Trade: | Name of Subcontractor: | |
| Address: | | |
| Telephone No: | License No: | NM Dept of Workplace Solutions Registration No. |
| If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. 3. | | |
| Signature of Subcontractor (To be obtained after award of contract): | | |
| Trade: | Name of Subcontractor: | |
| Address: | | |
| Telephone No: | License No: | NM Dept of Workplace Solutions Registration No. |
| Signature of Subcontractor (To be obtained after award of contract): | | |
| If “no bid received” or “only one bid received” list name and telephone number of businesses contacted: 1. 2. | | |

| | | |
|---|------------------------|--|
| 3. | | |
| Trade: | Name of Subcontractor: | |
| Address: | | |
| Telephone No: | License No: | NM Dept of Workplace Solutions Registration No. |
| Signature of Subcontractor (To be obtained after award of contract): | | |
| If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3. | | |
| Trade: | Name of Subcontractor: | |
| Address: | | |
| Telephone No: | License No: | NM Dept of Workplace Solutions Registration No. |
| If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3. | | |
| Signature of Subcontractor (To be obtained after award of contract): | | |
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| If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3. | | |
| Trade: | Name of Subcontractor: | |
| Address: | | |
| Telephone No: | License No: | NM Dept of Workplace Solutions Registration No. |
| Signature of Subcontractor (To be obtained after award of contract): | | |
| If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. | | |

| | | |
|---|------------------------|--|
| 2. | | |
| 3. | | |
| Trade: | Name of Subcontractor: | |
| Address: | | |
| Telephone No: | License No: | NM Dept of Workplace Solutions Registration No. |
| If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3. | | |
| Signature of Subcontractor (To be obtained after award of contract): | | |
| Trade: | Name of Subcontractor: | |
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| Address: | | |
| Telephone No: | License No: | NM Dept of Workplace Solutions Registration No. |
| Signature of Subcontractor (To be obtained after award of contract): | | |
| If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: 1. 2. 3. | | |

| | | |
|---|------------------------|--|
| Signature of Subcontractor (To be obtained after award of contract): | | |
| Trade: | Name of Subcontractor: | |
| Address: | | |
| Telephone No: | License No: | NM Dept of Workplace Solutions Registration No. |
| Signature of Subcontractor (To be obtained after award of contract): | | |
| If "no bid received" or "only one bid received" list name and telephone number of businesses contacted: | | |
| 1. | | |
| 2. | | |
| 3. | | |

**CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT 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 perspective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract 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 contract shall be awarded unless such report is submitted.

CERTIFICATION OF SUBCONTRACTOR

Subcontractor's Name: _____

Address: _____

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ___ No ___
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ___ No ___

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

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

(1) It is the _____ of _____, hereinafter referred to as the "Subcontractor".

(2) It is fully informed respecting the preparation and contents of the Subcontractor's proposal submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____.

(3) Such Subcontractors proposal is genuine and is not a collusive or sham proposal.

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2017.

Notary Public

My Commission Expires: _____

SUBCONTRACTS

A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from Santa Fe County.

B. No proposed subcontractor shall be disapproved by Santa Fe County except for cause.

C. The Contractor shall be as fully responsible to Santa Fe County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

- D. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the improvements embraced.
- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and Santa Fe County.

APPENDIX A

**ACKNOWLEDGEMENT OF RECEIPT OF INVITATION FOR BIDS FORM
SEWER LINE REPLACEMENT/EXTENSION PROJECT AT
CAMINO DE JACOBO HOUSING SITE
IFB# 2017-0152-HA/MM**

In acknowledgement of receipt of this Invitation for Bids the undersigned agrees that it has received a complete copy, beginning with the title page, and ending with the contractual documents. Completed forms must be submitted to Maricela Martinez no later than **January 20, 2017** to receive any addenda for this solicitation.

Only Bidders that return this form in a timely manner will receive copies of addenda to this IFB.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____

PHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

MAILING ADDRESS: _____

DELIVERY ADDRESS: _____

By: _____ Date: _____
 (Signature)

Name: _____
 (Printed)

Title: _____

This name and address will be used for all correspondence related to the Invitation For Bids.

Maricela Martinez
 Santa Fe County
 Purchasing Division
 142 W. Palace Avenue
 Santa Fe, NM 87504
 Phone: (505) 992-9864 Fax: (505) 989-3243
 E-mail: mcmartinez@santafecountynm.gov

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“**Applicable public official**” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“**Campaign Contribution**” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“**Family member**” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“**Pendency of the procurement process**” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“**Person**” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“**Prospective contractor**” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“**Representative of a prospective contractor**” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

Signature

Date

Title (position) _____

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Print Name

APPENDIX C

**INSTRUCTIONS TO BIDDERS FOR CONTRACT
PUBLIC AND INDIAN HOUSING PROGRAMS**

HUD-5369

**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

Table of Contents

| Clause | Page |
|--|------|
| 1. Bid Preparation and Submission | 1 |
| 2. Explanations and Interpretations to Prospective Bidders | 1 |
| 3. Amendments to Invitations for Bids | 1 |
| 4. Responsibility of Prospective Contractor | 1 |
| 5. Late Submissions, Modifications, and Withdrawal of Bids | 1 |
| 6. Bid Opening | 2 |
| 7. Service of Protest | 2 |
| 8. Contract Award | 2 |
| 9. Bid Guarantee | 3 |
| 10. Assurance of Completion | 3 |
| 11. Preconstruction Conference | 3 |
| 12. Indian Preference Requirements | 3 |

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, 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 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.

APPENDIX D

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
BIDDERS**

PUBLIC AND INDIAN HOUSING PROGRAMS

HUD-5369-A

**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

Table of Contents

| Clause | Page |
|--|------|
| 1. Certificate of Independent Price Determination | 1 |
| 2. Contingent Fee Representation and Agreement | 1 |
| 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | 1 |
| 4. Organizational Conflicts of Interest Certification | 2 |
| 5. Bidder's Certification of Eligibility | 2 |
| 6. Minimum Bid Acceptance Period | 2 |
| 7. Small, Minority, Women-Owned Business Concern Representation | 2 |
| 8. Indian-Owned Economic Enterprise and Indian Organization Representation | 2 |
| 9. Certification of Eligibility Under the Davis-Bacon Act | 3 |
| 10. Certification of Nonsegregated Facilities | 3 |
| 11. Clean Air and Water Certification | 3 |
| 12. Previous Participation Certificate | 3 |
| 13. Bidder's Signature | 3 |

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)

APPENDIX E

GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS

PUBLIC HOUSING PROGRAMS

HUD-5370

General Conditions of the **Contract for Construction**

Public Housing Programs

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36 and those requirements set forth in Section 3 of the Housing and Urban development Act of 1968, as amended, and implemented by HUD at 24 CFR 135 and by its amendment by the Housing and Community Development Act 1992, implemented by HUD in the Interim Rule published June 30, 1994. The form is required for construction contracts awarded by Public Housing Agencies (PHAs) .

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

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

Responses to the collection of information; are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

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

Table of Contents

| Clause | Page | Clause | Page |
|---|------|---|------|
| Conduct of Work | | Administrative Requirements | |
| 1. Definitions | 1 | 25. Contract Period | 9 |
| 2. Contractor's Responsibility for Work | 2 | 26. Order of Precedence | 9 |
| 3. Architect's Duties, Responsibilities, and Authority | 2 | 27. Payments | 9 |
| 4. Other Contracts | 2 | 28. Contract Modifications | 10 |
| Construction Requirements | | 29. Changes | 11 |
| 5. Preconstruction Conference and Notice to Proceed | 3 | 30. Suspension of Work | 11 |
| 6. Construction Progress Schedule | 3 | 31. Disputes | 12 |
| 7. Site Investigation and Conditions Affecting the Work | 3 | 32. Default | 12 |
| 8. Differing Site Conditions | 4 | 33. Liquidated Damages | 13 |
| 9. Specifications and Drawings for Construction | 4 | 34. Termination for Convenience | 13 |
| 10. As-Built Drawings | 5 | 35. Assignment of Contract | 13 |
| 11. Material and Workmanship | 5 | 36. Insurance | 13 |
| 12. Permits and Codes | 5 | 37. Subcontracts | 14 |
| 13. Health, Safety, and Accident Prevention | 6 | 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms | 14 |
| 14. Temporary Heating | 6 | 39. Equal Employment Opportunity | 14 |
| 15. Availability and Use of Utility Services | 6 | 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968. | 15 |
| 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | 6 | 41. Interest of Members of Congress | 15 |
| 17. Temporary Buildings and Transportation of Materials | 7 | 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees | 15 |
| 18. Clean Air and Water | 7 | 43. Limitations on Payments made to Influence Certain Federal Financial Transactions | 15 |
| 19. Energy Efficiency | 7 | 44. Royalties and Patents | 15 |
| 20. Inspection and Acceptance of Construction | 7 | 45. Examination and Retention of Contractor's Records | 15 |
| 21. Use and Possession Prior to Completion | 8 | 46. Labor Standards - Davis-Bacon and Related Acts | 16 |
| 22. Warranty of Title | 8 | 47. Labor Standards - Non-Routine Maintenance | 19 |
| 23. Warranty of Construction | 8 | 48. Non-Federal Prevailing Wage Rates | 21 |
| 24. Prohibition Against Liens | 9 | | |

General Conditions of the Contract for Construction

Public and Indian Housing Programs

Conduct of Work

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-5369-A), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from either the U.S. Department of Labor or HUD, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) **“Contracting Officer”** means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) **“Contractor”** means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) **“Drawings”** means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled **Specifications and Drawings for**

Construction herein.

- (f) **“HUD”** means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD’s role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) **“Project”** means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) **“PHA”** means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (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.

2. Contractor’s Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled **Availability and Use of Utility Services** herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (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.
- (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 Comple-

tion, 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. Preconstruction 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 therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

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

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
 - (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to

be used.

- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of re-testing 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) Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of 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. 327 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 pro-

vided 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 Applicable to Contracts in Excess of \$100,000

- (a) Definition. "Facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

- (b) In compliance with regulations issued by the United States Environmental Protection Agency (EPA), 40 CFR Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 11738, the Contractor agrees to —

- (1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list;
- (2) Promptly notify the Contracting Officer if a facility the Contractor intends to use in the performance of this contract is on the EPA List of Violating Facilities or the Contractor knows that it has been recommended to be placed on the List;
- (3) Comply with all requirements of the Air Act and the Water Act, including the requirements of Section 114 of the Air Act and Section 308 of the Water Act, and all applicable clean air and clean water standards; and,
- (4) Include or cause to be included the provisions of this clause in every subcontract, and take such action as HUD may direct as a means of enforcing such provisions.

19. Energy Efficiency

The Contractor shall comply with all 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 therefor. 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 de-

sign 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

The Contractor shall complete all work required under 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 Precedence

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

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.
- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 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 thereunder 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 and Labor Standards- Nonroutine Maintenance**, 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 therefor; (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 \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than **\$1,000,000** 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 super-structure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "**Subcontract**" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.
 - (2) "**Subcontractor**" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work

- under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
 - (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
 - (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

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

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

39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be

- provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
 - (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 - (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 - (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
 - (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the *Indian Preference* clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban

Development Act of 1968.

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with 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 regulations 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, 25 U.S.C. section 450e(b) when this law is applicable.

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 construction work to be performed under the contract, except if the construction work has been determined to be "Nonroutine Maintenance" subject to the terms of that clause of this contract.

(a) Minimum Wages.

- (1) 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) 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 not less than 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 Part 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; pro-

vided, 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 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;

(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 (b)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under

this contract from the first day on which work is performed in the classification.

- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (b) **Withholding of funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working 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, 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 Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (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 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), daily and weekly number of hours worked, deductions made, and

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

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

ministrator 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 the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 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).

(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 De-

partment of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

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

[] **47. Labor Standards-Non-routine Maintenance**

(If checked, for contracts exceeding \$2,000, HUD has determined that the construction covered by this contract consists of non-routine maintenance (as defined in 24 CFR 968.203) necessary for the operation of the Public or Indian Housing project; and the labor standards set forth below and the provisions of Section 12 of the United States Housing Act of 1937 which pertain to such work shall apply. Clause 47 does not apply to this contract.)

(a) **Minimum Wages.** (1) 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 due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 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 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 only when the following criteria have been met:

(A) The work to be performed by the classification required is not performed by a classification in

the wage determination;

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

(C) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) The wage rate determined pursuant to 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.

(b) **Withholding of funds.** The Contracting Officer, upon his or her own action or upon request of HUD shall withhold or cause to be withheld from the Contractor under this contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, or advance, until such violations have ceased. The PHA or HUD 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 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, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(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. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (d)(1) above. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the OMB under OMB control number 1215-0149).

(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 subparagraph (c)(1) of this clause and that such information is correct and complete;

(B) that each laborer or mechanic 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 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 the PHA 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 or denial of participation in HUD's programs pursuant to 24 CFR Part 24.

(d) **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.

(e) **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 24 CFR Part 24.

(f) **Disputes concerning labor standards.**

(1) Disputes arising out of the labor standards provisions of paragraphs (a), (b), (c), and (e) of this clause shall be subject to the general disputes clause of this contract.

(2) Disputes arising out of the labor standards provisions of paragraphs (d), and (g) 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 paragraph (f)(2) 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.

(g) **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 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 (g)(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 (g)(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 (g)(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 (g)(2) of this clause.

(h) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause 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 the provisions contained in this clause.

48. Non-Federal Prevailing Wage Rates

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 either of the following occurs:

- (1) Such non-Federal prevailing wage rate exceeds: (A) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a 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 or a DOL-recognized State Apprenticeship Agency; or (C) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program; or
- (2) Such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

APPENDIX F

PREVIOUS PARTICIPATION CERTIFICATION

HUD-2530

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

| | | | |
|--|----------------------------|--|---|
| Part I to be completed by Principals of Multifamily Projects (See instructions) | | For HUD HQ/FmHA use only | |
| Reason for submission: | | | |
| 1. Agency name and City where the application is filed | | 2. Project Name, Project Number, City and Zip Code | |
| 3. Loan or Contract amount \$ | 4. Number of Units or Beds | 5. Section of Act | 6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New) |

7. List all proposed Principals and attach organization chart for all organizations

| Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate | 8 Role of Each Principal in Project | 9. SSN or IRS Employer Number |
|--|-------------------------------------|-------------------------------|
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Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

| Name of Principal | Signature of Principal | Certification Date(mm/dd/yyyy) | Area Code and Tel. No. |
|------------------------------------|------------------------|--------------------------------|------------------------|
| | | | |
| | | | |
| | | | |
| This form prepared by (print name) | | | Area Code and Tel. No. |

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

| 1. Principals Name (Last, First) | 2. List of previous projects (Project name, project ID and, Govt. agency involved) | 3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant) | 4. Status of loan (current, defaulted, assigned, foreclosed) | 5. Was the Project ever in default during your participation Yes No If yes, explain | | 6. Last MOR rating and Physical Insp. Score and date |
|----------------------------------|---|---|--|---|--|--|
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Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

| | | | | |
|-------------------|------------------------|---|--|-------------------|
| Date (mm/dd/yyyy) | Tel No. and area code | <input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system | <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum) | |
| Staff | Processing and Control | | | |
| Supervisor | | Director of Housing/Director, Multifamily Division | Approved <input type="checkbox"/> Yes <input type="checkbox"/> No | Date (mm/dd/yyyy) |

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

APPENDIX G

SAMPLE HUD FORMS

SCHEDULE OF AMOUNTS OF CONTRACT PAYMENTS HUD-51000
PERIODIC ESTIMATE FOR PARTIAL PAYMENT HUD-51001

SCHEDULE OF CHANGE ORDERS HUD-51002
SCHEDULE OF MATERIALS STORED HUD-51003
SUMMARY OF MATERIALS STORED HUD-51004
PAYROLL FORM WH-347
RECORD OF EMPLOYEE INTERVIEW HUD-11

Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157
(Exp. 1/31/2017)

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

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

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

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

| |
|---|
| Name, Address, and Zip Code of Contractor |
|---|

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

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

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

| | | |
|-----------------------|-------|-------------------|
| Approved for Owner by | Title | Date (mm/dd/yyyy) |
|-----------------------|-------|-------------------|

| Item No. (1) | Description of Item (2) | Quantity (3) | Unit of Measure (4) | Unit Price in Place (5) | Amount of Sub-Item (6) | Amount of Principal Item (7) |
|-----------------|----------------------------|-----------------|------------------------|----------------------------|---------------------------|---------------------------------|
| | | | | | | |

| | |
|--|----|
| Total Amount of Contract or Carried Forward | \$ |
|--|----|

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

| | |
|--|--------------------------|
| Signature of authorized representative | Date signed (mm/dd/yyyy) |
|--|--------------------------|

Instructions for Preparation of form HUD-51000

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

Master List of Items

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

1 General Conditions should be 3% to 5% of contract amount.
 2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Periodic Estimate for Partial Payment

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

OMB Approval No. 2577-0157
(exp. 1/31/2017)

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

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

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

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

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

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

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

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

Instructions

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

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

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

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

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

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

Certification of the Contractor or Duly Authorized Representative

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

_____ and (contractor) _____

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

1. Original Contract Amount \$ _____

Approved Change Orders:

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

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

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

Computation of Balance Due this Payment

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

Completed Under Approved Change Orders

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

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

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

9. Less: Retainage, _____ % \$ _____

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

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

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

Value of Materials Properly Stored

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

14. Less: Allowed last period \$ _____

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

16. Balance Due This Payment \$ _____

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

Name of Contractor _____ Signature of Authorized Representative _____ Title _____ Date (mm/dd/yyyy) _____

Certificate of Authorized Project Representative and of Contracting Officer

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

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

Authorized Project Representative _____ Date (mm/dd/yyyy) _____ Contracting Officer _____ Date (mm/dd/yyyy) _____

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

Schedule of Change Orders

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

OMB Approval No. 2577-0157
(exp. 1/31/2017)

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

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

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

| | | |
|-------------------------------|---|--|
| Name of Public Housing Agency | Supporting Periodic Estimate for Partial Payment Number | Period From (mm/dd/yyyy) to (mm/dd/yyyy) |
|-------------------------------|---|--|

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

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

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

| | |
|-----------------------------------|-------------------|
| Authorized Project Representative | Date (mm/dd/yyyy) |
|-----------------------------------|-------------------|

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

Schedule of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 1/31/2017)

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

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

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

| | | |
|-------------------------------|---|---|
| Name of Public Housing Agency | Supporting Periodic Estimate for Partial Payment Number | Period From (mm/dd/yyyy) To (mm/dd/yyyy) |
|-------------------------------|---|---|

| | |
|------------------------------|----------------|
| Name and Location of Project | Project Number |
|------------------------------|----------------|

| | |
|----------------------------|-----------------|
| Name of General Contractor | Contract Number |
|----------------------------|-----------------|

| | |
|-----------------------|--------------------|
| Name of Subcontractor | Subcontract Number |
|-----------------------|--------------------|

| Item Number* | Description and Quality | Quantity | Unit of Measure | Unit Price at Site | Total Price |
|--------------|-------------------------|----------|-----------------|--------------------|-------------|
|--------------|-------------------------|----------|-----------------|--------------------|-------------|

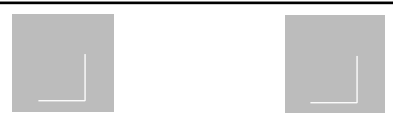
Amount Carried Forward \$

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

Total Amount or Amount Carried Forward \$

| | | | |
|---|-------------------|-------------------------------------|-------------------|
| Prepared by (Contractor's Representative) | Date (mm/dd/yyyy) | Checked by (Owner's Representative) | Date (mm/dd/yyyy) |
|---|-------------------|-------------------------------------|-------------------|

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



Summary of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 01/31/2017)

Public reporting burden for this collection of information is estimated to average 2.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

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

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

| Name of General Contractor or Subcontractor | Amounts |
|---|---------|
| General Contractor | \$ |
| Subcontractors | \$ |

| | | |
|--|-----------------|----|
| | Total | \$ |
| | Less 10% | \$ |
| | Net | \$ |

| | | | |
|-------------|-------------------|------------|-------------------|
| Prepared by | Date (mm/dd/yyyy) | Checked by | Date (mm/dd/yyyy) |
|-------------|-------------------|------------|-------------------|

I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) _____ submitted by _____ consisting of _____ sheets with an indicated cost of \$ _____, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) _____.

| | | | |
|---------------|--------------------------------|-------|-------------------|
| Name of Owner | By (Authorized Representative) | Title | Date (mm/dd/yyyy) |
|---------------|--------------------------------|-------|-------------------|

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)

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 02/28/2018

| | | | |
|--------------------|------------------|---------|---|
| NAME OF CONTRACTOR | OR SUBCONTRACTOR | ADDRESS | OMB No.: 1235-0008 Expires: 02/28/2018 |
|--------------------|------------------|---------|---|

| | | | |
|-------------|-----------------|----------------------|-------------------------|
| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
|-------------|-----------------|----------------------|-------------------------|

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT OR ST. | (4) DAY AND DATE | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | (9) NET WAGES PAID FOR WEEK |
|--|--|-------------------------------|-----------|-----------------------|--|--|--|--|--|--|-----------------------|-----------------------|----------------------------------|-------------------|-------------------------|-------|---------------------|--|---|
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | FICA | WITH- HOLDING TAX | OTHER | TOTAL DEDUCTIONS | | |
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| | | | S | | | | | | | | | | | | | | | | |

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Record of Employee Interview

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

OMB Approval No. 2501-0009
(exp.09/30/2017)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

| | | | | | |
|--|---|--|---|---|--|
| 1a. Project Name | | | 2a. Employee Name | | |
| 1b. Project Number | | | 2b. Employee Phone Number (including area code) | | |
| 1c. Contractor or Subcontractor (Employer) | | | 2c. Employee Home Address & Zip Code | | |
| | | | 2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| 3a. How long on this job? | 3b. Last date on this job before today? | 3c. No. of hours last day on this job? | 4a. Hourly rate of pay? | 4b. Fringe Benefits? | 4c. Pay stub? |
| | | | | Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5. Your job classification(s) (list all) --- continue on a separate sheet if necessary | | | | | |
| 6. Your duties | | | | | |
| 7. Tools or equipment used | | | | | |
| 8. Are you an apprentice or trainee? Y <input type="checkbox"/> N <input type="checkbox"/> | | | | | |
| 10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week? Y <input type="checkbox"/> N <input type="checkbox"/> | | | | | |
| 9. Are you paid for all hours worked? Y <input type="checkbox"/> N <input type="checkbox"/> | | | | | |
| 11. Have you ever been threatened or coerced into giving up any part of your pay? Y <input type="checkbox"/> N <input type="checkbox"/> | | | | | |
| 12a. Employee Signature | | | 12b. Date | | |
| 13. Duties observed by the Interviewer (Please be specific.) | | | | | |
| 14. Remarks | | | | | |
| 15a. Interviewer name (please print) | | 15b. Signature of Interviewer | | 15c. Date of interview | |

Payroll Examination

| | |
|------------------------------------|-----------|
| 16. Remarks | |
| 17a. Signature of Payroll Examiner | 17b. Date |

APPENDIX H

CERTIFICATE AND RELEASE

Client # _____

CERTIFICATE AND RELEASE

From: _____, Contractor

To: _____, Owner

Reference Contract entered into the _____ day of _____, _____ between _____ (Owner) of _____ (Address of Owner) and _____ (Contractor) of _____ (Address of Contractor) for the rehabilitation of property at _____ (Address of Rehabilitated Property).

KNOW ALL MEN BY THESE PRESENT

1. The undersigned hereby certifies that there is due from and payable by the Owner to the Contractor the balance of \$_____ pursuant to the Contract and duly Approved Change Orders and modifications.

2. The undersigned further certifies that in addition to the amount set forth in Paragraph 1, there are outstanding and unsettled the following items, which the Contractor claims are just and due and owing by the Owner to the Contractor:

A. _____

B. _____

3. The undersigned further certifies that all work required under this Contract including the work required under Change Order No.(s) _____, has been performed in accordance with the terms of thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract.

4. Except for the amount stated under Paragraphs 1 and 2 hereof, the undersigned has received from the Owner all sums of money payable to the undersigned under or pursuant to the above mentioned Contract or any modification or change thereof.

5. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does hereby release the Owner from any and all claims arising under or by virtue of the Contract, except the amount listed in Paragraph 2 hereof; provided, however, that if for any reason the owner does not pay in full the amount stated in Paragraph 1 hereof, said unpaid amount shall be automatically included under Paragraph 2 as an amount which the payment of the amount listed in Paragraph 1, hereof, he will release the Owner from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further releases or assurances as the Owner may request.

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

_____, _____.

Company Name

By: _____

Name and Title _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

APPENDIX I

FEDERAL LABOR STANDARDS PROVISIONS

HUD-4010

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.

A. 1. (i) Minimum Wages. 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 I(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 (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 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; 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, 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 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, 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 1215-0140.)

(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 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, 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 Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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, 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 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 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 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/esa/whd/forms/wh347instr.htm> 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 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 231 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 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, fringes 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 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. (i) Certification of Eligibility. 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) 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 1 01 0, 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 Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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 (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 (1) of this paragraph, 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 the clause set forth in subparagraph (1) of this paragraph.

(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 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 (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (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 (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 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 Title 29 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 USC 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.

APPENDIX J

**FEDERAL WAGE RATE DETERMINATION
N.M. 140006 01/03/2014**

General Decision Number: NM160017 11/04/2016 NM17

Superseded General Decision Number: NM20150017

State: New Mexico

Construction Type: Heavy

County: Santa Fe County in New Mexico.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/08/2016 |
| 1 | 10/07/2016 |
| 2 | 11/04/2016 |

CARP1353-001 06/01/2014

| | Rates | Fringes |
|---------------------------|----------|---------|
| CARPENTER..... | \$ 23.40 | 8.42 |
| ----- | | |
| * ELEC0611-014 07/01/2016 | | |

| | Rates | Fringes |
|-------------|----------|---------|
| ELECTRICIAN | | |
| Zone 1..... | \$ 29.50 | 10.44 |

ZONE 1: Mileage calculated from the main post office in the following towns: Albuquerque-40 miles, Belen-12 miles, Carrizozo-12 miles, Clovis-12 miles, Espanola-14 miles, Farmington-6 miles, Gallup-10 miles, Las Vegas-8 miles, Los Lunas-12 miles, Portales-12 miles, Ratan-6 miles, Roswell-12 miles, Ruidoso-12 miles, Santa Fe-10 miles, Tucumcari-6 miles.

ZONE 2: Extending up to 20 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 9% above Zone 1 rate.

ZONE 3: Extending up to 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 15% above Zone 1 rate.

ZONE 4: Extending more than 30 miles beyond Zone 1, EXCEPT ALBURQUERQUE, shall receive 26% above Zone 1 rate.

ENGI0953-005 04/01/2016

Rates Fringes

| | | |
|--------------------------|----------|------|
| Power Equipment Operator | | |
| (2) Forklift..... | \$ 19.56 | 6.09 |
| (4) Bulldozer..... | \$ 19.88 | 6.09 |

SHAFT AND TUNNEL WORK - \$.15 per hour above regular rate.

HAZARDOUS PAY - The following pay shall be applicable for every hour an operating engineer is required by governmental regulations and does wear special equipment for hazardous work at the designated levels. This is applicable in all three zones

LEVEL C - 10% above regular hourly wage

LEVEL B - 10% above regular hourly wage

LEVEL A - 15% above regular hourly wage

ZONE PAY The reference point for determining zone pay shall be from the intersection of Interstate Highway 25 and I-40.

Zone 1 - Albuquerque - 0 to 50 mile radius from I-40 shall be a Free Zone
- Farmington - 0 to 50 mile radius of Farmington City Hall shall be a Free Zone

Zone 2 - Shall be \$2.50 per hour above base pay. Will apply outside of above parameters up to 35 miles.

Zone 3 - Shall be \$1.50 cents per hour above Zone 2 for a total of \$4.00 per hour and will apply after 35 miles of Zone one's parameters.

SUNM2009-011 09/14/2010

| | Rates | Fringes |
|---|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 16.53 | 1.95 |
| IRONWORKER, REINFORCING..... | \$ 20.79 | 7.56 |
| LABORER: Common or General..... | \$ 9.95 | 0.35 |
| LABORER: Flagger..... | \$ 10.65 | 1.91 |
| LABORER: Landscape..... | \$ 11.00 | 0.35 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 12.46 | 0.00 |
| LABORER: Pipelayer..... | \$ 13.60 | 0.00 |
| OPERATOR: Backhoe..... | \$ 14.03 | 0.26 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader..... | \$ 13.77 | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 18.56 | 0.00 |
| OPERATOR: Loader (Front End).... | \$ 13.43 | 0.26 |

| | | |
|--|----------|------|
| OPERATOR: Tractor..... | \$ 14.74 | 0.26 |
| PAINTER: Brush, Roller and Spray..... | \$ 17.30 | 1.80 |
| TRUCK DRIVER: Dump Truck..... | \$ 12.45 | 0.26 |
| TRUCK DRIVER: Pickup Truck..... | \$ 12.10 | 1.73 |
| TRUCK DRIVER: Water Truck..... | \$ 14.74 | 0.00 |

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

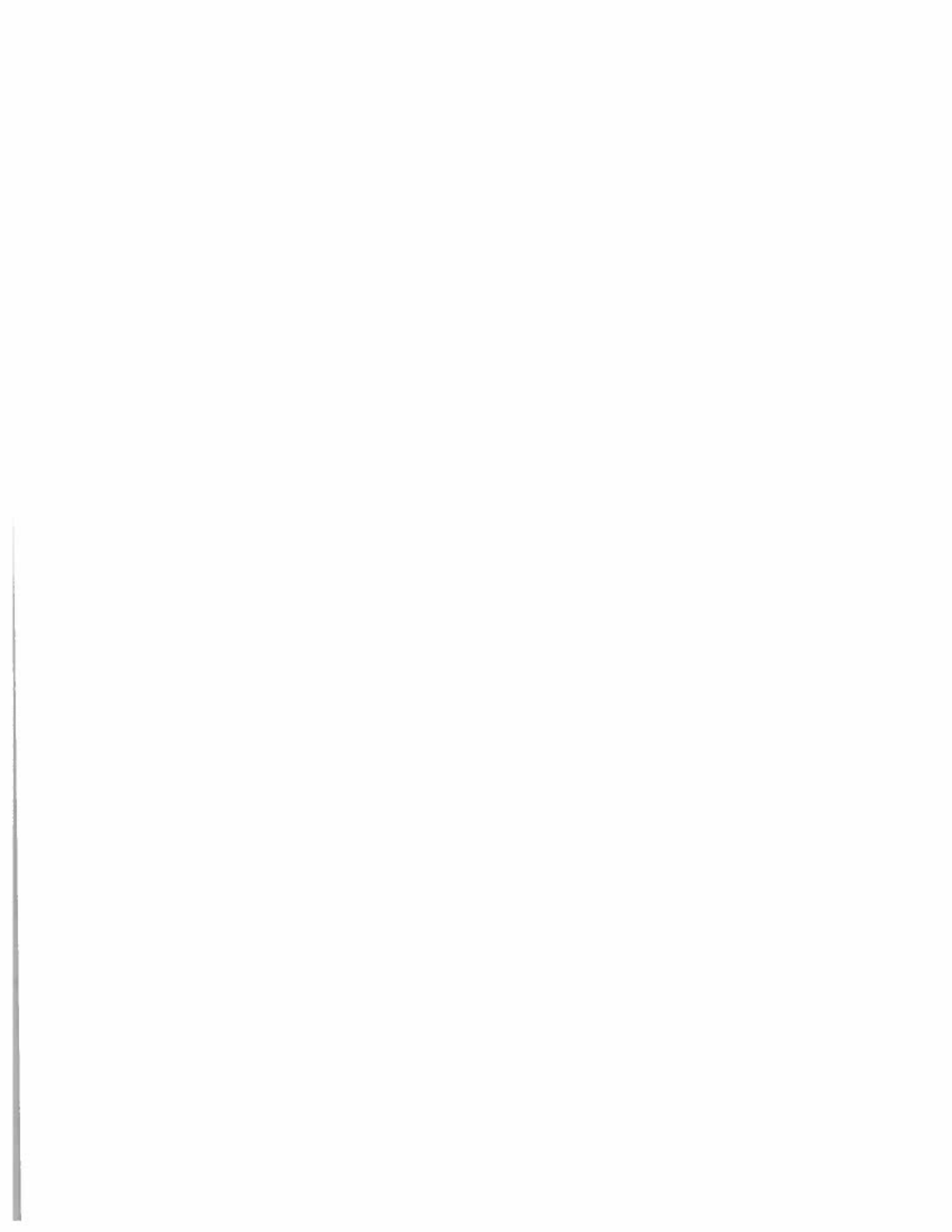
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION



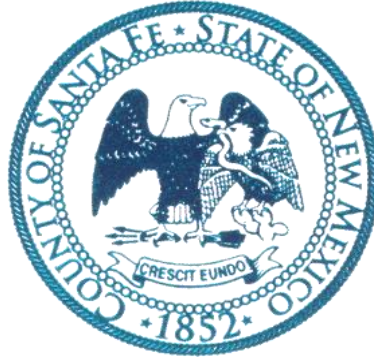
APPENDIX K

STATE OF NEW MEXICO WAGE RATES

APPENDIX L

**DAVIS-BACON - A CONTRACTOR'S GUIDE TO PREVAILING WAGE
REQUIREMENTS FOR FEDERALLY-ASSISTED CONSTRUCTION PROJECTS**

**AGREEMENT BETWEEN SANTA FE COUNTY AND CONTRACTOR
FOR CONSTRUCTION SERVICES**



**SANTA FE COUNTY
ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
2014 EDITION**

[Changes, additions, deletions and/or any modifications other than those agreed upon by the parties upon execution of this contract, without the written consent of Santa Fe County shall render this document null and void.]

Hereafter "County":

Hereafter "Contractor":

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ARCHITECT

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Table of Contents

| | Page No |
|--|---------|
| RECITALS | 10 |
| Article 1 The Contract Documents | 10 |
| 1.1 Documents | 10 |
| 1.2 Certificates and Documentation..... | 10 |
| Article 2 The Work | 11 |
| 2.1 The Work..... | 11 |
| Article 3 Effective Date, Time of Commencement, Substantial Completion and Amendments | 11 |
| 3.1 Effective Date | 11 |
| 3.2 Time of Commencement..... | 11 |
| 3.3 Substantial Completion..... | 11 |
| 3.4 Time for Completion and Liquidated Damages..... | 12 |
| 3.5 Amendments | 13 |
| Article 4 Contract Sum | 13 |
| 4.1 Lump Sum..... | 13 |
| 4.2 Contract Amount..... | 13 |
| Article 5 Progress Payments | 14 |
| 5.1 Progress Payments | 14 |
| Article 6 Final Payment | 15 |
| 6.1 Final Payment | 15 |
| 6.2 Acceptance of Final Payment Constitutes Release..... | 15 |
| GENERAL CONDITIONS | |
| 1. Definitions..... | 17 |
| 1.1 Application for Payment..... | 17 |
| 1.2 Change Order | 17 |
| 1.3 Calendar Day | 17 |
| 1.4 Contract Period | 17 |
| 1.5 Contractor | 17 |
| 1.6 Construction Documents..... | 17 |
| 1.7 Construction Schedule | 17 |
| 1.8 Day..... | 17 |
| 1.9 Labor and Material Payment Bond..... | 17 |

| | | |
|------|---|----|
| 1.10 | Lump Sum Agreement..... | 18 |
| 1.11 | Lump Sum Bid..... | 18 |
| 1.12 | Lump Sum Contract..... | 18 |
| 1.13 | Payment Bond..... | 18 |
| 1.14 | Performance Bond..... | 18 |
| 1.15 | Progress Payment..... | 18 |
| 1.16 | Progress Schedule..... | 18 |
| 1.17 | Punch List..... | 18 |
| 1.18 | Schedule of Values..... | 18 |
| 1.19 | Services..... | 18 |
| 1.20 | Stipulated Sum Agreement..... | 19 |
| 1.21 | Subcontractor..... | 19 |
| 1.22 | Unit Price Contract..... | 19 |
| 1.23 | Unit Prices..... | 19 |
| 1.24 | Working Day..... | 19 |
| 1.25 | Work on the Project..... | 19 |
| 2. | Contract and Contract Documents..... | 19 |
| 2.1 | Entire Agreement..... | 19 |
| 2.2 | Relationship of Contract Documents..... | 19 |
| 2.3 | Conflicting Conditions..... | 19 |
| 3. | Plans, Specifications and Addenda..... | 20 |
| 3.1 | The plans, specifications and addenda..... | 20 |
| 3.2 | Certificates and Documents Incorporated..... | 20 |
| 4. | Contract Security - Bonds..... | 20 |
| 4.1 | Performance Bond..... | 20 |
| 4.2 | Payment Bond..... | 20 |
| 4.3 | Additional or Substitute Bond..... | 20 |
| 4.4 | Labor and Material Bond..... | 20 |
| 5. | Terms and Meanings..... | 20 |
| 5.1 | Words and Phrases..... | 21 |
| 5.2 | Gender, Singular/Plural..... | 21 |
| 5.3 | Captions & Section Headings..... | 21 |
| 5.4 | Interchangeable Terms..... | 21 |
| 6. | Compliance with Applicable Law, Choice of Law..... | 21 |
| 6.1 | Agreement governed by the laws of the State of New Mexico..... | 21 |
| 6.2 | Contractor shall comply with all applicable laws, ordinances & regulations..... | 21 |
| 6.3 | Minimum Wage Rate..... | 21 |

6.4 Litigation shall be federal and state district courts of New Mexico21

6.5 Bribes, Kickbacks and Gratuities.....21

6.6 New Mexico Tort Claims Act.....21

6.7 Provision Required by Law Deemed Inserted22

7. Effective Date & Term.....22

7.1 Agreement shall become effective.....22

7.2 Substantial Completion.....2

8. Termination.....22

8.1 Termination of Agreement for Cause23

8.2 Termination for Convenience23

8.3 Right of the County to Terminate Contract23

9. Appropriations & Authorizations23

10. Amendments – Change Orders23

11. Indemnification.....23

11.1 Contractor shall indemnify23

11.2 County shall have right to control and participate in defense
of demand or suit24

11.3 Contractor’s obligations shall not be limited by provisions of
insurance policy24

12. Aggrievement Procedure During Contract Administration24

12.1 Claims, Disputes or other matters.....24

12.2 Settlement Agreement.....24

12.3 Contractor shall carry on Work during dispute resolution proceedings24

13. Dispute Resolution.....24

13.1 Mediation24

13.2 Mediation Process.....24

13.3 Litigation.....25

14. Insurance.....25

14.1 Insurance required before contractor commences work2

14.2 Proof of Carriage of Insurance.....25

14.3 General Conditions25

14.4 General Liability Insurance, including automobile25

14.5 Subcontractor’s Public Liability & Property Damage Insurance25

14.6 Worker’s Compensation Insurance.....25

14.7 Scope of Insurance and Special Hazards26

14.8 Builder’s Risk Insurance.....26

14.9 Increased Limits.....26

14.10 Additional Insured26

15. Independent Contractor.....26

15.1 Contractor and its agents are independent contractors26

15.2 Contractor shall not subcontractor without written approval27

15.3 Contractor shall maintain detailed time records27

16. Conflict of Interest of Officers or Employees of the Local Jurisdiction.....27

16.1 No officer or employee shall have any interest shall have any interest.....27

16.2 No official of the County shall be interested personally in this contract.....27

16.3 Contractor warrants no conflict of interest27

17. Assignment27

17.1 Contractor shall not assign or transfer any interest in this Agreement27

18. Subcontracting28

18.1 Contractor shall not subcontract without written notice to County28

18.2 Contractor shall provide listing of subcontractors28

18.3 Contractor shall adhere to all provisions of Subcontractor’s Fair Practices Act.....28

18.4 Contractor shall provide Non-Collusion and EEO forms for all subcontractors28

18.5 Contractor shall not award any work without written notice to County.....28

18.6 Contractor shall be responsible for acts and omissions of subcontractors.....28

18.7 Contractor shall cause appropriate provisions in all subcontracts28

18.8 Nothing shall create contractual relation between County and subcontractors28

18.9 New Mexico Little Miller Act28

19. Personnel.....29

19.1 All work performed by Contractor29

19.2 Contractor shall secure all qualified personnel required to perform work29

20. Notices29

20.1 Notice required shall be in writing.....29

20.2 Nothing shall preclude the giving of written Notice29

21. Release29

22. Waiver.....29

CONDITIONS OF THE WORK

1. Additional Instructions & Detail Drawings31

1.1 Additional instructions & drawings as necessary31

2. Shop or Setting Drawings31

2.1 Contractor shall submit copies of shop or setting drawing.....31

3. Materials, Services and Facilities31

4. Contractor’s Title to Materials.....31

4.1 No materials or supplies shall be purchased by subject to chattel mortgage31

5. Inspection and Testing of Materials.....32

5.1 All material and equipment shall be subject to adequate inspection32

5.2 Materials of construction shall be subject to inspection and testing.....32

6. “Or Equal” Clause.....32

6.1 To establish a standard.....32

7. Patents32

7.1 Patented or Unpatented Invention.....32

7.2 License or Royalty Fees32

7.3 Copyrighted Design32

8. Surveys, Permits and Regulations.....33

8.1 County will furnish all surveys33

8.2 Contractor shall procure and pay all permits, licenses and approvals33

8.3 Contractor shall comply with all laws, ordinances, rules orders & regulations33

9. Contractor’s Obligations33

9.1 Contractor shall perform all work and furnish all materials, equipment, machinery.....33

9.2 Contractor shall complete entire work33

10. Weather Conditions33

10.1 Temporary suspension of Work.....33

11. Protection of Work and Property - Emergency.....34

11.1 Contractor shall safeguard County’s property34

11.2 Emergency which threatens loss or injury of property34

11.3 Contractor shall act as instructed or authorized34

11.4 Reimbursement claimed by Contractor34

12. Inspection34

12.1 County shall be permitted to inspect all work, materials, payrolls, records34

13. Reports, Records and Data.....34

13.1 Contractor shall submit to County schedules, payrolls, reports, estimates.....34

14. Superintendent by Contractor34

14.1 Contractor shall employ a construction superintendent.....34

15. Changes in Work.....35

15.1 No changes in Work without written approval.....35

16. Extras35

16.1 County may order extra Work35

17. Inspection of Services35

17.1 Contractor shall provide inspection system35

17.2 County has the right to inspect and test all services35

17.3 Contractor shall furnish all reasonable facilities and assistance.....35

17.4 If any services do not conform with Contract requirements.....36

17.5 County may perform the services and charge Contractor.....36

18. Correction of Work.....36

18.1 Work shall be made good if failure to meet County approval.....36

19. Warranty of Construction36

19.1 Warrants that Work conforms with Contract requirements.....36

19.2 One year warranty.....36

19.3 Contractor shall remedy any failure to conform.....36

19.4 Contractor shall restore any Work damaged.....37

19.5 County shall notify Contractor of any failure, defect or damage37

19.6 If Contractor fails to remedy.....37

19.7 Contractor shall obtain all warranties, executed in writing37

19.8 Contractor’s warranty has expired.....37

19.9 Defect in County furnished material or design.....37

19.10 County’s rights under the Inspection and Acceptance Clause.....37

20. Subsurface Conditions Found Different37

20.1 Subsurface conditions materially differing from plans and specifications.....37

21. Claims for Extra Cost.....37

21.1 No claim for extra work or cost.....37

22. Construction Schedule and Periodic Estimates.....38

22.1 Estimated construction progress schedule38

| | | |
|------|--|----|
| 22.2 | Progress Schedule | 38 |
| 23. | Assignments | 38 |
| 23.1 | Contractor shall not assign..... | 38 |
| 24. | Mutual Responsibility of Contractors | 38 |
| 24.1 | Acts of Negligence..... | 38 |
| 25. | Separate Contract | 39 |
| 25.1 | Coordination with other contractors | 39 |
| 26. | Architect/Engineer’s Authority..... | 39 |
| 26.1 | Orders & Directions to execution of the Work..... | 39 |
| 26.2 | Decisions concerning meaning and intent | 39 |
| 27. | Stated Allowances..... | 39 |
| 27.1 | Contract sum for all allowances..... | 39 |
| 28. | Use of Premises and Removal of Debris | 40 |
| 28.1 | Contractor undertakes at own expense | 40 |
| 29. | Quantities of Estimate..... | 40 |
| 29.1 | Increase and decrease of estimated quantities | 40 |
| 30. | Lands and Right-of-Way..... | 40 |
| 30.1 | County shall obtain all lands and rights-of way..... | 40 |
| 31. | General Guaranty | 40 |
| 31.1 | Work not done in accordance with contract documents | 40 |
| 32. | Protection of Lives and Health | 41 |
| 32.1 | Protection of persons and property | 41 |
| 33. | Interest of Member..... | 41 |
| 33.1 | BCC shall not have any share or interest | 41 |
| 34. | Other Prohibited Interests | 41 |
| 34.1 | No County official or others to be personally interested in Contract | 41 |
| 35. | Use & Occupancy Prior to Acceptance by County..... | 41 |
| 35.1 | Partial Occupancy by County..... | 41 |
| | Attachment A Bid Sheets | 42 |
| | Attachment B Addenda and Modifications..... | 43 |
| | Exhibit A Project Manual | 44 |
| | Exhibit B Technical Specifications | 45 |

| | | |
|-----------|---|----|
| Exhibit C | Labor and Material Payment Bond | 46 |
| Exhibit D | Performance Bond | 48 |
| Exhibit E | Assignment of Antitrust Claims..... | 50 |
| Exhibit F | Certificate of Liability Insurance | 51 |
| Exhibit G | Notice of Contract Award..... | 52 |
| Exhibit H | Notice to Proceed | 53 |
| Exhibit I | Change Order) | 54 |
| Exhibit J | Certificate of Substantial Completion | 56 |

RECITALS

WHEREAS, in accordance with Section 13-1-103 through Section 13-1-110 NMSA 1978, the County issued Invitation for Bid (IFB) No. _____ for construction services for _____; and

WHEREAS, the Contractor submitted its bid, dated _____ in response to IFB No. _____; and

WHEREAS, the County is authorized to enter into a construction contract for the Project pursuant to Sections 13-1-100, NMSA 1978; and

WHEREAS, the Contractor hereby represents that it is a licensed contractor of the State of New Mexico pursuant to Chapter 60, Article 13 NMSA 1978; and

WHEREAS, the Owner agrees to hire the Contractor, and the Contractor agrees to provide Construction Services as required herein for the Project in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**ARTICLE 1
THE CONTRACT DOCUMENTS**

1.1 DOCUMENTS

The contract documents consist of the following:

- Agreement between County and Contractor
- General Conditions of the Construction Contract
- Conditions of the Work of the Construction Contract
- Bid Sheet Attachment A
- Addenda and Modifications issued Attachment B
before and after execution of this Contract

1.2 CERTIFICATES AND DOCUMENTATION

The following certificates and documentation are hereby attached as exhibits as follows:

- Project Manual Exhibit A
- Technical Specifications as listed in Plan Set Exhibit B
- Labor and Material Payment Bond Exhibit C
- Performance Bond Exhibit D
- Assignment of Antitrust Claims Exhibit E
- Certificate of Insurance Exhibit F

Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion

Exhibit G
Exhibit H
Exhibit I
Exhibit J

**ARTICLE 2
THE WORK**

2.1 THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the following:

Insert description of work

**ARTICLE 3
EFFECTIVE DATE, TIME OF COMMENCEMENT, SUBSTANTIAL COMPLETION
AND AMENDMENTS**

3.1 EFFECTIVE DATE

The Effective Date of this Agreement is the date of signature by the County.

3.2 TIME OF COMMENCEMENT

The work to be performed under this Contract shall be commenced no later than ten (10) consecutive calendar days after the date of written Notice to Proceed issued by the County, hereto attached as Exhibit H.

3.3 SUBSTANTIAL COMPLETION

The Contractor shall achieve Substantial Completion of the entire work no later than _____ () calendar days from the date of the Notice to Proceed, except as hereafter extended by valid written Change Order. A Certificate of Substantial Completion, attached hereto as Exhibit J, will be issued by the County to the Contractor, as adjusted by any Change Order, attached hereto as Exhibit I.

3.4 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the Work within the time specified in this Article, the Contractor agrees that Liquidated Damages in the amount of _____ dollars (\$) shall be assessed per each calendar day that expires after the date of substantial completion, as adjusted by any change order, and until issuance by the County of a certificate of Substantial Completion in accordance with Paragraph 7 (Effective Date and Term) of the General Conditions.

- A. It is hereby understood and mutually agreed, by and between the Contractor and the County, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are *essential conditions* of this contract and it is further mutually understood and agreed that the work outlined in this contract shall be commenced on a date to be specified in the "Notice to Proceed."
- B. The Contractor agrees that work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the County, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- C. If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified or any proper extension thereof granted by the County, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the County the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as herein set forth, for each and every calendar day that the contract shall be in default after the time stipulated in the contract for completing the work.
- D. The amount is fixed and agreed upon by and between the Contractor and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain, and the amount is agreed to be the amount of damages which the County would sustain and the amount shall be retained from time to time by the County from current periodical estimates.
- E. It is agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the County determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the County. Provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
1. To any preference, priority or allocation order duly issued by the County;
 2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the County, acts of another contractor in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather;
 3. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections above.

- F. Provided further, that the Contractor shall, within ten days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the contract, notify the County in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

3.5 AMENDMENTS

This Agreement may be amended by mutual agreement by both parties upon issuance of a Change Order by the County to the Contractor. Any such amendment shall be in accordance with Paragraph 10 (Amendments – Change Orders) of the General Conditions. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued by the County prior to the effective date of the amendment.

**ARTICLE 4
CONTRACT SUM**

4.1 LUMP SUM

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, an agreed upon Lump Sum of (enter dollar amount in words) Dollars (\$0.00 enter dollar amount), exclusive of New Mexico gross receipts tax.

4.2 CONTRACT AMOUNT

The Contract sum is determined as follows: (insert data from bid form concerning base bid, alternates, etc.)

| | | |
|--------------------------------|-----------|--------------------------|
| Base Bid | \$ | |
| List Alternates, if applicable | \$ | |
| | \$ | |
| | \$ | |
| Total Contract Amount | \$ | , exclusive of NM grt |

**ARTICLE 5
PROGRESS PAYMENTS**

5.1 PROGRESS PAYMENTS

Based upon an Application for Payment submitted to the County by the Contractor and Certificates for Payment issued by the County, the County shall make progress payments on account of the

Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

- A. No later than 21 working days following receipt by the County of an undisputed Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the County; less such amounts as the Architect/ Engineer shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents (Section 57-28-5, NMSA 1978).
- B. When making payments, the County, Contractor or subcontractor shall not retain, withhold, hold back or in any other manner not pay amounts owed for work performed. For additional information regarding retainage and the Prompt Payment Act (refer to Section 57-28-5, NMSA 1978).
- C. Contractors and subcontractors shall make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within 21 days after receipt of payment from the County, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within twenty-one days after receipt of an undisputed request for payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the 22nd day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers (Section 57-28-1 et. seq. NMSA 1978).
- D. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- E. All material and work covered by partial payments made shall thereupon become the sole property of the County, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the County to require the fulfillment of all of the terms of the contract.
- F. County's right to withhold certain amounts and make application thereof. The Contractor agrees that it will indemnify and hold the County harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the County's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid,

discharged, or waived. If the Contractor fails so to do, then the County may, after having served written notice on the said Contractor, either pay unpaid bills, of which the County has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the County shall be deemed the agent of the Contractor, and any payment so made by the County shall be considered as a payment made under the contract by the County to the Contractor and the County shall not be liable to the Contractor for any such payments made in good faith.

ARTICLE 6 FINAL PAYMENT

6.1 FINAL PAYMENT

The entire unpaid balance of the Contract Sum, shall be paid by the County to the Contractor within 30 calendar days after notification of the County by the Architect/Engineer that all incomplete and unacceptable work that was noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion has been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Architect/Engineer. In addition, the Contractor shall provide to the County a certified statement of Release of Liens and Consent of Surety.

6.2 ACCEPTANCE OF FINAL PAYMENT CONTITUTES RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the County and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this contract or the Performance and Payment Bond.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

SANTA FE COUNTY

, Chair
Santa Fe County Board of County Commissioners

ATTESTATION

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Department:

Carole H. Jaramillo
Finance Director

Date

CONTRACTOR:

Signature

Date

Print Name

Print Title

**GENERAL CONDITIONS
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND CONTRACTOR
FOR CONSTRUCTION SERVICES**

1.0 DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- 1.1** *Application for Payment* Contractor's written request for payment for completed portions of the work and, for materials delivered or stored and properly labeled for the respective project.
- 1.2** *Change Order* A written document between the County and the Contractor signed by the County and the Contractor authorizing a change in the work or an adjustment in the contract sum or the contract time. A change order may be signed by the Architect/Engineer, provided they have written authority from the County for such procedure and that a copy of such written authority is furnished to the Contractor upon request. The contract sum and the contract time may be changed only by change order. A change order may be in the form of additional compensation or time; or less compensation or time known as a Deduction (from the contract) the amount deducted from the contract sum by change order.
- 1.3** *Calendar Day* Each and every Day shown on the calendar, beginning and ending at midnight.
- 1.4** *Contract Period* The elapsed number of working days or calendar days from the specified date of commencing work to the specified date of completion, as specified in the contract.
- 1.5** *Contractor* is a person, firm or corporation with whom the contract is entered into with the County.
- 1.6** *Construction Documents* All drawings, specifications and addenda associated with a specific construction project.
- 1.7** *Construction Schedule* A schedule in form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.
- 1.8** *Day* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- 1.9** *Labor and Material Payment Bond* A written form of security from a surety (bonding) company to the County, on behalf of an acceptable prime Contractor or subcontractor,

guaranteeing payment to the County in the event the Contractor fails to pay for all labor, materials, equipment, or services in accordance with the contract. (see Performance Bond and Surety Bond).

- 1.10 Lump Sum Agreement** (*See Stipulated Sum Agreement*)
- 1.11 Lump Sum Bid** A single entry amount to cover all labor, equipment, materials, services, and overhead and profit for completing the construction of a variety of unspecified items of work without the benefit of a cost breakdown.
- 1.12 Lump Sum Contract** A written contract between the County and Contractor wherein the County agrees to pay the contractor a specified sum of money for completing a scope of work consisting of a variety of unspecified items or work.
- 1.13 Payment Bond** A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing payment to all persons providing labor, materials, equipment, or services in accordance with the contract.
- 1.14 Performance Bond** A written form of security from a surety company to the County, on behalf of an acceptable prime contractor or subcontractor, guaranteeing the completion of the work in accordance with the terms of the contract.
- 1.15 Progress Payment** A payment from the County to the Contractor determined by calculating the difference between the completed work and materials stored and a predetermined schedule of values or unit costs. (see Schedule of Values, Unit Costs).
- 1.16 Progress Schedule** A pictorial or written schedule (including a graph or diagram) that shows proposed and actual start and completion dates of the various work elements.
- 1.17 Punch list** a list of items to be completed or corrected, prepared by the Architect/Engineer, checked and augmented as required by the Contractor or Construction Manager is appended hereto as Exhibit J. Note: The failure to include any item on such list does not relieve the Contractor of the responsibility to complete all work in accordance with the contract documents.
- 1.18 Schedule of Values** A statement furnished by the Contractor to the Architect or Engineer and the County reflecting the portions of the contract sum allotted for the various parts of the work and used as the basis for reviewing the Contractor's Applications for Payment.
- 1.19 Services** Includes services performed, workmanship, and material furnished or utilized in the performance of services.
- 1.20 Stipulated Sum Agreement** A written agreement in which a specific amount is set forth as the total payment for completing the contract (See Lump Sum Contract).

- 1.21** *Subcontractor* is a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- 1.22** *Unit Price Contract* A written contract wherein the County agrees to pay the Contractor a specified amount of money for each unit of work successfully completed as set forth in the contract.
- 1.23** *Unit Prices* A predetermined price for a measurement or quantity of work to be performed within a specific contract. The designated unit price would include all labor materials, equipment or services associated with the measurement or quantity established.
- 1.24** *Working Day* means every day except Saturday, Sunday and holidays recognized by Santa Fe County. Based on a review of weather that may adversely affect the Contractor's ability to effectively prosecute the Work, and the actual Work performed by the Contractor, the Architect or Engineer will determine (between the end of the day and noon of the next day) if the County will charge a Working Day. If the Contractor was able to effectively prosecute Work on a critical path item for six (6) or more hours on a Saturday, Sunday or County-recognized Holiday, the Architect or Engineer may charge a Working Day.
- 1.25** *Work on (at) the project* is work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any subcontractor.

2. CONTRACT AND CONTRACT DOCUMENTS

- 2.1** *Entire Agreement.* This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated in this written Agreement.
- 2.2** *Relationship of Contract Documents.* The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.
- 2.3** *Conflicting Conditions.* Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

3. PLANS, SPECIFICATIONS AND ADDENDA

- 3.1** The plans, specifications and addenda, hereinafter enumerated in Article 1 of the Agreement

Between County and Contractor for Construction shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretation of the provisions to which they refer.

- 3.2** Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

4. CONTRACT SECURITY – BONDS

- 4.1** Performance Bond. The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract sum as security for the faithful performance of this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

- 4.2** Payment Bond. The Contractor shall provide payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract, furnishing materials in connection with this contract and all of Contractor’s requirements as specified in the contract documents. The Payment Bond shall remain in effect until one year after the date when final payment becomes due.

- 4.3** Additional or Substitute Bond. If at any time the County for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five days after notice from the County so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the County.

- 4.4** Labor and Material Bond. The Contractor shall provide to the County Labor and Material Bond in an amount equal to the required payments by the Contractor to pay specified subcontractors, laborers, and materials suppliers associated with the project.

5. TERMS AND MEANINGS

Terms used in this Agreement that are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

- 5.1** Words and Phrases_ Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

- 5.2** Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 5.3** Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 5.4** Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.

6. COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW

- 6.1** This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico and applicable ordinances of Santa Fe County.
- 6.2** In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).
- 6.3** Minimum Wage Rates. The Contractor, all subcontractors and sub-subcontractors warrants and agree to will comply with all applicable provisions of the New Mexico Public Works Minimum Wage Act as outlined in the Bid Documents. Wage rates are not applicable to projects costing less than \$60,000.
- 6.4** This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico.
- 6.5** Pursuant to 13-1-191, NMSA 1978, reference is hereby made to the criminal laws of New Mexico, including §30-14-1, §30-24-2, and §30-41-1 through 3 NMSA 1978, which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.
- 6.6** New Mexico Tort Claims Act. By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et Seq. NMSA 1978, as amended. The County and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

6.7 Provision Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

7. EFFECTIVE DATE AND TERM

7.1 This Agreement shall, upon due execution by all parties, become effective in accordance with the Agreement Between County and Contractor for Construction, Article 3 - Effective Date, Time of Commencement and Substantial Completion. This Agreement shall not become effective until: (1) approved by the Santa Fe County Commissioners and/or the County Manager or their designee; and (2) signed by all parties required to sign this Agreement.

7.2 This Contract shall achieve Substantial Completion in accordance with the Agreement Between County and Contractor, Article 3 - Effective Date, Time of Commencement and Substantial Completion, unless earlier terminated pursuant to Section 8 (Termination) or 9, (Appropriations and Authorizations) of these General Conditions.

8. TERMINATION

8.1 Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

8.2 Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

8.3 Right of the County to Terminate Contract In the event that any of the provisions of this contract are violated by the Contractor, or by any of its subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notices to contain the reasons for such intention to terminate the contract, and unless within ten days after the serving of such notice upon the Contractor, such violation or delay

shall cease and satisfactory arrangement of correction be made, the contract shall, upon the expiration of said ten days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten days from the date of the mailing to such Surety of notice of termination, the County may take over the work and prosecute the same to completion by contract or by force account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the County for any excess cost occasioned the County thereby, and in such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

9. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe County Board of County Commissioners and/or, if state funds are involved, the New Mexico State Legislature. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County’s decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

10. AMENDMENTS – CHANGE ORDERS

Contract Documents may be amended by a Change Order, hereto attached as Exhibit I to allow for additions, deletions, and revision as specified in Article 2 “The Work” of the Agreement between Santa Fe County and the Contractor or to amend the terms and conditions by a Change Order.

11. INDEMNIFICATION

11.1 The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys’ fees) resulting from or directly or indirectly arising out of the Contractor’s performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor’s breach of any representation or warranty made herein.

11.2 The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent can not to be unreasonably withheld. If a conflict exists between the interests of the County and

the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

- 11.3** The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

12. AGGRIEVEMENT PROCEDURE DURING CONTRACT ADMINISTRATION

- 12.1** Any claims, disputes, or other matters in question between the Contractor and the County, except those which have been waived by the making or acceptance of final payment as provided in Paragraph 6.2 of the Agreement Between Santa Fe County and Contractor for Construction, shall be presented in the form of a written request accompanied by supporting data to the Architect/Engineer for formal decision, with a copy to the other party. Such formal decision of the Architect/Engineer is binding upon the Contractor and the Owner unless either or both notify each other and the Architect/Engineer in writing within 15 days of their receipt of the decision that they are unwilling to abide by the Architect's/Engineer's decision, are thereby aggrieved in connection with the decision, and are separately exercising such rights as either may have under the Contract Documents or by law and regulation. If the Architect/Engineer fails to provide a written decision or a reasonable schedule to issue a written decision within ten days after the County or the Contractor has presented its request, that party may consider itself aggrieved and may proceed to exercise its rights.

- 12.2** A settlement agreement signed by the County and the Contractor shall supersede and cancel any other dispute resolution proceedings regarding the same matter.

- 12.3** Unless work is stopped or payment withheld in accordance with the conditions of the Contract, or unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute resolution proceedings, and the Owner shall continue to make payments to the Contractor in accordance with the Contract Documents.

13. DISPUTE RESOLUTION

- 13.1** Either County or Contractor may request mediation pursuant to the New Mexico Public Works Mediation Act, 13-4C-1 NMSA 1978, of any claim before such decision become final and binding. The request for mediation shall be submitted in writing to the other party. Timely submission of the request shall stay the effect of Paragraph 12.1.

- 13.2** County and Contractor shall participate in the mediation process in good faith. The process shall be completed within 60 days of filing of the request. The mediation shall be governed by the rules for mediation pursuant to the New Mexico Public Works Mediation Act.

- 13.3** If the dispute is not resolved by mediation, the dispute shall be resolved through litigation in the district court. The parties agree that the exclusive forum for such litigation shall be the State of New Mexico District Court for the First Judicial District at Santa Fe, New Mexico. Contractor irrevocably consents to the jurisdiction of said Court and agrees to accept service of a summons and complaint by mail or commercial courier service in accordance with Rule

1-004(E) (3) NMRA.

14. INSURANCE

- 14.1** The Contractor shall not commence work under this contract until they have obtained all the insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on its subcontract until the insurance required of the subcontractor has been so obtained and approved.
- 14.2** Proof of Carriage of Insurance. The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions".
- 14.3** General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- 14.4** General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The Santa Fe County shall be a named additional insured on the policy.
- 14.5** Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall require each of its subcontractors to procure and to maintain during the life of its subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in 14.4 above.
- 14.6** Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act, 52-1-1 to 52-1-70 NMSA 1978. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance as required by applicable State law for all of its employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation law, the Contractor shall provide and shall

cause each subcontractor to provide adequate employer's liability insurance for the protection of such of its employees as are not otherwise protected.

- 14.7** Scope of Insurance and Special Hazards. The insurance require under subparagraphs 14.4 and 14.5 hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract.
- 14.8** Builder's Risk Insurance (Fire and Extended Coverage). Until the project is completed and accepted by the County, the County, or Contractor at the County's option is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the County, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- 14.9** Increased Limits. If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- 14.10** Additional insured. Santa Fe County will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the County could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

15. INDEPENDENT CONTRACTOR

- 15.1** The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the County and are not employees of the County. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of County's vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.
- 15.2** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.
- 15.3** The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County and the State Auditor. The County shall have the right to audit billings both before and after payment.

Payment under this Agreement shall not foreclose the right of the County to recover excessive illegal payments.

16. CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

16.1 No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during its tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

16.2 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

16.3 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

17. ASSIGNMENT

17.1 The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

18. SUBCONTRACTING

18.1 The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

18.2 Contractor shall provide to the County a listing of subcontractors within ten (10) days of the Contract award.

- 18.3** Contractor shall adhere to all provisions of the Subcontractor's Fair Practices Act 13-4-31 to 13-4-42, NMSA 1978.
- 18.4** Contractor shall provide to the County completed Non-Collusion Affidavit of Subcontractor form and Certification of Subcontractor Regarding Equal Employment Opportunity form for all subcontractors listed.
- 18.5** The Contractor shall not award any work to any subcontractor without prior written approval of the County, which approval will not be given until the Contractor submits to the County a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the County may require.
- 18.6** The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.
- 18.7** The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the contract documents.
- 18.8** Nothing contained in this contract shall create any contractual relation between any subcontractor and the County.
- 18.9** All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate written agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of County. Any contract between Contractor and a Subcontractor or Supplier shall provide that any remedy or claim for nonpayment of sums due or owing to Subcontractor or Supplier or services performed or materials provided is against Contractor and not County, subject to any remedy or rights Subcontractor or Supplier may have under the terms of the Contractor's Performance Bond and Section 13-4-19 NMSA 1978, the New Mexico Little Miller Act.

19. PERSONNEL

- 19.1** All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- 19.2** The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

20. NOTICES

20.1 Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
 Office of the County Attorney
 102 Grant Avenue
 Santa Fe, New Mexico 87501

To the Contractor: _____

20.2 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

21. RELEASE

The Contractor, upon final payment of the amounts due under this Agreement, releases the County, the County’s officers and employees from all liabilities and obligations arising from or under this Agreement, including, without limitation, all damages, losses, costs, liability, and expenses, including, without limitation, attorney’s fees and costs of litigation that the Contractor may have.

22. WAIVER

No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

CONDITIONS OF THE WORK

1. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

1.1 The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions

supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer/County will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/ Engineer/County in accordance with the schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with progress of the work.

2. SHOP OR SETTING DRAWINGS

2.1 The Contractor shall submit promptly to the Architect/Engineer/County two (2) copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer/County and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/ Engineer/County with two corrected copies. If requested by the Architect/Engineer/County the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer/County, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless the Contractor notifies the Architect/Engineer/County in writing of any deviations at the time the Contractor furnishes such drawings.

3. MATERIALS, SERVICES AND FACILITIES

3.1 It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

3.2 Any work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the County.

4. CONTRACTOR’S TITLE TO MATERIALS

4.1 No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he/she has good title to all materials and supplies used by him/her in the work, free from all liens, claims or encumbrances.

5. INSPECTION AND TESTING OF MATERIALS

5.1 All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the County. The County will pay for all laboratory inspection service direct, and not as a part of the Contract.

5.2 Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

6. "OR EQUAL" CLAUSE

6.1 Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment or other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer/County, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer/County's written approval.

7. PATENTS

7.1 The Contractor shall hold and save the County and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the County, unless otherwise specifically stipulated in the Contract Documents.

7.2 License and/or Royalty Fees for the use of a process which is authorized by the County of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the County and not by or through the Contractor.

7.3 If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the County of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the County of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials, or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the County for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after, completion of the work.

8. SURVEYS, PERMITS AND REGULATIONS

- 8.1 Unless otherwise expressly provided for in the Specifications, the County will furnish to the Contractor all surveys necessary for the execution of the work.
- 8.2 Unless otherwise expressly provided for in the Specifications, the Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of this Contract.
- 8.3 The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

9. CONTRACTOR'S OBLIGATIONS

- 9.1 The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified. The Contractor will perform the Work in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer/County as given from time to time during the progress of the work. The Contractor shall furnish, erect, maintain, and remove such construction plans and such temporary works as may be required.
- 9.2 The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the County.

10. WEATHER CONDITIONS

- 10.1 In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer/County shall direct, the Contractor will, and will cause its subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer/County, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.

11. PROTECTION OF WORK AND PROPERTY-EMERGENCY

- 11.1 The Contractor shall at all times safely guard the County's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the County, or its duly authorized representatives.
- 11.2 In case of an emergency which threatens loss or injury of property, and/or safety of life, the

Contractor will be allowed to act, without previous instructions from the Architect/Engineer/County, in a diligent manner. The Contractor shall notify the Architect/Engineer/County immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer/County for approval.

11.3 Where the Contractor has not taken action but has notified the Architect/Engineer/County of an emergency threatening injury to persons or to damage to the work or any adjoining property, the Contractor shall act as instructed or authorized by the Architect/Engineer/County.

11.4 The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 15 of these Conditions of the Work.

12. INSPECTION

12.1 The authorized representatives and agents of the County shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTS, RECORDS AND DATA

13.1 The Contractor shall submit to the County such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the County may request concerning work performed or to be performed under this Contract.

14. SUPERINTENDENT BY CONTRACTOR

14.1 At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/ Engineer/County and shall be one who can be continued in that capacity for the particular job involved unless he/she ceases to be on the Contractor's payroll.

15. CHANGES IN WORK

15.1 No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the County. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- A. Unit bid prices previously approved.
- B. An agreed lump sum.
- C. The actual cost of:
 - 1) Labor, including foremen;
 - 2) Materials entering permanently into the work;

- 3) The County's or rental cost of construction equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of power equipment;
 - 5) Insurance;
 - 6) Social Security and old age and unemployment contributions.
- D. To the costs for changes in work a fixed fee will be added to be agreed upon but not to exceed ten percent (10%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

16. EXTRAS

16.1 Without invalidating the contract, the County may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the County or the Architect/Engineer, acting officially for the County, and the price is stated in such order.

17. INSPECTION OF SERVICES

17.1 The Contractor shall provide and maintain an inspection system acceptable to the County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the County during contract performance and for as long afterwards as the Contract requires.

17.2 The County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. The County shall perform inspections and tests in a manner that will not unduly delay the work.

17.3 If the County performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

17.4 If any of the services do not conform with the Contract requirements, the County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the County may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the Contract sum to reflect the reduced value of the services performed.

17.5 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, the County may by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the County that is directly related to the performance of such service, or terminate the

Contract for default.

18. CORRECTION OF WORK

18.1 All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/ Engineer/County who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer/County, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer/County shall be equitable.

19. WARRANTY OF CONSTRUCTION

- 19.1** In addition to any other warranties in this Contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- 19.2** This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date the County takes possession.
- 19.3** 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 County-owned or controlled real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements or any defect of equipment, material, workmanship, or design furnished.
- 19.4** 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 (1) year from the date of repair or replacement.
- 19.5** The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 19.6** If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

- 19.7** 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 obtain all warranties that would be given in normal commercial practice; require all warranties to be executed, in writing, for the benefit of the County, if directed by the County; and, enforce all warranties for the benefit of the County, if directed by the County.
- 19.8** In the event the Contractor's warranty under subparagraph 19.4 of this clause has expired, the County may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- 19.9** 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 defects of material or design furnished by the County nor for the repair of any damage that results from any defect in County-furnished material or design.
- 19.10** This warranty shall not limit the County's rights under the Inspection and Acceptance clause of this Contract with respect to latent defects, gross mistakes, or fraud.

20. SUBSURFACE CONDITIONS FOUND DIFFERENT

- 20.1** Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, the Contractor shall immediately give notice to the Architect/Engineer/County of such conditions before they are disturbed. The Architect/Engineer/County will thereupon promptly investigate the conditions, and if they find that they materially differ from those shown on the Plans or indicated in the Specifications, they will at once make such changes in the Plans and/or Specifications as they may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 15 above.

21. CLAIMS FOR EXTRA COST

- 21.1** No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the County, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the County, giving the County access to accounts relating thereto.

22. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

- 22.1** Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the County an estimated construction progress schedule in a form satisfactory to the County, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall also furnish on

forms to be supplied by the County (a) a detailed estimate giving a complete breakdown of the Contract sum and (b) periodic itemized estimates of work done for the purpose of making partial payments thereof. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

22.2 Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor .

23. ASSIGNMENTS

23.1 The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the County. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

24. MUTUAL RESPONSIBILITY OF CONTRACTORS

24.1 If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the County on account of any damage alleged to have been sustained, the County shall notify the Contractor, who shall indemnify and save harmless the County against any such claim.

25. SEPARATE CONTRACT

25.1 The Contractor shall coordinate its operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Architect/ Engineer/County immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as

acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with its own work.

26. ARCHITECT/ENGINEER'S AUTHORITY

26.1 The Architect/Engineer/County shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer/County shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer/County's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer/County shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

26.2 The Architect/Engineer/County shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the County shall be adjusted and determined by the Architect/Engineer/County.

27. STATED ALLOWANCES

27.1 It is understood that Contractor has included in its proposal for the Contract sum all allowances including "Allowed Materials" The Contractor shall purchase the "Allowed Materials" as directed by the County on the basis of the lowest and best bid of at least three competitive bids. If the actual sum for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the Contract sum shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

28. USE OF PREMISES AND REMOVAL OF DEBRIS

28.1 The Contractor expressly undertakes at its own expense:

- A. to take every precaution against injuries to persons or damage to property;
- B. to store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other subcontractors;
- C. to place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- D. to clean up frequently all refuse, rubbish, scrap materials, and debris caused by its

operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

- E. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
- F. to effect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer/County, not to cut or otherwise alter the work of any other Contractor.

29. QUANTITIES OF ESTIMATE

- 29.1** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the County to complete the work contemplated by this Contract, and such increase or diminution shall in no way void this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

30. LANDS AND RIGHTS-OF-WAY

- 30.1** Prior to the start of construction, the County shall obtain all lands and rights-of-way necessary for the carrying out and completions of work to be performed under this Contract.

31. GENERAL GUARANTY

- 31.1** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the County, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The County will give notice of observed defects with reasonable promptness.

32. PROTECTION OF LIVES AND HEALTH

- 32.1** The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the County may determine to be reasonably necessary.

33. INTEREST OF MEMBER

33.1 No member of Santa Fe Board of County Commissioners shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

34. OTHER PROHIBITED INTERESTS

34.1 No official of the County who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the County who is authorized in such capacity and on behalf of the County to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

35. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY COUNTY

- 35.1** The Contractor agrees to the use and/or occupancy of a portion or unit of the project before formal acceptance by the County, provided the County:
- A. Secures written consent of the Contractor except in the event, in the opinion of the Architect/ Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.
 - B. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.
 - C. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

ATTACHMENT A
BID SHEETS

ATTACHMENT B
ADDENDA & MODIFICATIONS

EXHIBIT A
PROJECT MANUAL

EXHIBIT B

TECHNICAL SPECIFICATIONS AS LISTED IN PLAN SET

EXHIBIT C

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, THAT WE _____ as PRINCIPAL hereinafter called the "PRINCIPAL" and _____ as SURETY hereinafter called the "SURETY", are held and firmly bound unto Santa Fe County, a Political Subdivision of the State of New Mexico as OBLIGEE hereinafter called the "COUNTY", for the use and benefit of any claimants as herein below defined, in the amount of _____ (\$.) dollars for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has a written contract dated _____, 20__, with the COUNTY for the construction services for the (insert project description) in Santa Fe County, New Mexico, which must be constructed in accordance with drawings and specifications which contract is referenced and made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined as one having a direct contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include but not be limited to that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment directly applicable to the Contract.
2. The above named PRINCIPAL and SURETY hereby jointly and severally agree with the COUNTY that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute a suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereof. The COUNTY shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the PRINCIPAL, shall have written notice in the form of an sworn statement to the COUNTY and any one or both of the following: the PRINCIPAL or SURETY above named, within ninety (90) days after such said claim is made or suit filed, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the COUNTY, PRINCIPAL or SURETY, at any place where an office is regularly maintained by said COUNTY, PRINCIPAL or SURETY for the transaction of business, or served in any manner in which legal

process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

- 4. Any suit under this Labor and Material Bond must be instituted in accordance with the statute of limitation under Section 37-1-3 NMSA 1978.
- 5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than subcontractors or sub-subcontractors of the said Contract between PRINCIPAL and Santa Fe County named herein.

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY’S Authorized New Mexico Agent

EXHIBIT D

PERFORMANCE BOND (SAMPLE)

A. KNOW ALL MEN BY THESE PRESENT, THAT WE _____, as PRINCIPAL hereinafter called the “CONTRACTOR” and _____, as SURETY hereinafter called the “SURETY”, are held and firmly bound unto OBLIGEE Santa Fe County, a Political Subdivision of the State of New Mexico, hereinafter called the “COUNTY”, in the sum of _____ (\$ _____) dollars for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

B. WHEREAS, the CONTRACTOR has a written contract dated _____, 2015, with the COUNTY for the construction services for the (insert project description) Santa Fe County, New Mexico, in accordance with drawings and specifications which contract is referenced made part hereof, and is hereinafter referred to as the “Contract.”

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract (including any amendment thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect until the COUNTY shall by written instrument notify the SURETY that the obligation is discharged, except that the obligation shall continue for at least three (3) months following the expiration of the term of the Contract.

1. The SURETY hereby waives notice of any alteration or extension of the Contract time made by the COUNTY.
2. Whenever CONTRACTOR shall be, and is declared by the COUNTY to be in default under the Contract, the COUNTY having performed the COUNTY’S obligations thereunder, the SURETY must promptly remedy the default and shall promptly:
 - (1) Complete the Contract in accordance with its terms and conditions, or
 - (2) Obtain a bid or bids for submission to the COUNTY for completing the Contract in accordance with its terms and conditions, and upon determination by the COUNTY and SURETY of the lowest responsible bidder, arrange for a contract between such bidder and Santa Fe County, and make available as work progresses (even though there should be a default or a secession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract price” as used in this paragraph, shall mean the total amount payable by the COUNTY to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the COUNTY to CONTRACTOR.

D. No right of action shall accrue on this Performance Bond to or for the use of any person or corporation other than Santa Fe County named herein or the heirs, executors, administrators, or successors of Santa Fe County.

E. This Bond shall be enforceable without the need to have recourse to any judicial or arbitral proceedings.

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

CONTRACTOR – PRINCIPAL (signature)

By: _____
(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY (signature)

(Printed name and title)

NOTARY PUBLIC (seal)

My Commission expires: _____

SURETY’S Authorized New Mexico Agent

EXHIBIT E

ASSIGNMENT OF ANTITRUST CLAIMS

TO BE EXECUTED BY GENERAL CONTRACTORS, SUBCONTRACTORS, SUPPLIERS,
AND SUBSUBCONTRACTORS OF CONTRACTORS ON COUNTY CONTRACTS.

FIRM NAME:
ADDRESS:

PROJECT:

PHONE NO.:

PROJECT NO:

_____ agrees that any and all claims which it may have or may inure to it for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with the above-referenced project are hereby assigned to Santa Fe County, but only to the extent that such overcharges are passed on to the County. It is agreed that the undersigned retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the County, including the right to any treble damages attributable thereto.

FIRM: _____

BY: _____
Signed by Individual empowered to obligate Suppliers,
Subcontractors or Subsubcontractors

TITLE: _____

EXHIBIT F
CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT G

NOTICE OF CONTRACT AWARD

TO:

FROM: _____, **Public Works Department**

CONTRACT NO. _____

This is to inform that you that you have been awarded the Contract for:

Project Name: _____

Date of Award _____ Amount of Award _____

Contractor Information:

Firm Name: _____ License# _____

Address: _____ Phone # _____

It is anticipated that construction will take place:

Approximate Starting Date: _____ Approximate Completion Date: _____

Santa Fe County hereby accepts your offer on the solicitation No. _____ as reflected in this award document. The rights and obligations of the parties shall be subject to and governed by this document and any documents attached or incorporated by reference.

SANTA FE COUNTY

Name of Public Works Director or designee: _____
(Print Name)

Signature

EXHIBIT H

NOTICE TO PROCEED

TO: DATE:
PROJECT:
ATTN: PROJECT NO.
CONTRACT NO.
IFB NO.

Enclosed is your copy of the Contract, which has been approved. Please consider this letter as official NOTICE TO PROCEED on the above-referenced project.

Your firm shall commence work within ten (10) calendar days of the above date and shall achieve Substantial Completion [REDACTED] calendar days thereafter, which shall be [REDACTED], 2015, unless modified by Change Order.

It is essential that you make reference to the above-stated project number on all documents sent to the Architect/Engineer from your office. These documents shall include correspondence, change order proposals, change orders, payment request statements, and all other project-related material which you forward to the Architect/Engineer for information and processing.

Also, before you may start any Work at the site, you must (add any other requirements):

OWNER: Santa Fe County
SFC [REDACTED] DEPARTMENT

By: [REDACTED]
Director, SFC Department

EXHIBIT I

CHANGE ORDER

PROJECT:

CONTRACTOR
CHANGE ORDER NO:

ARCHITECT/ENGINEER

PROJECT NO:

Contractor Telephone:
Contractor e-mail:
ENGINEER'S/ARCHITECT'S PROJECT NO:

CHANGE ORDER JUSTIFICATION (Provide definitive reason for proposed change order.)

You are directed to make the following changes in this Contract: (Provide a detailed description of the Scope of the Work.)

NOT VALID UNTIL SIGNED BY BOTH THE COUNTY AND THE ARCHITECT/ENGINEER.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The Original Contract Sum was _____
Net change by previously authorized Change Orders \$0.00
The Contract Sum prior to this Change Order was he Contract Sum will be increased/decreased/unchanged
by this Change Order in the amount of \$0.00
The new contract Sum including this Change Order will be \$0.00
The Contract Time will be increased/decreased/unchanged by days.
The date of Substantial Completion as of the date of this Change Order therefore is:

CHANGE ORDER SIGNATURE PAGE

APPROVED

SANTA FE COUNTY By: _____ Date: _____

Approved as to form:

By: _____ Date: _____
Gregory S. Shaffer
County Attorney

Finance Department:

By: _____ Date: _____
Carole H. Jaramillo
Finance Director

CONTRACTOR By: _____ Date: _____

Title: _____

ARCHITECT/ENGINEER By: _____ Date: _____

Title: _____

EXHIBIT J

CERTIFICATE OF SUBSTANTIAL COMPLETION

SANTA FE COUNTY – (INSERT DEPARTMENT)

Public Works Director or designee (name): _____

CONTRACTOR: _____

Contractor Purchase Order Number: _____

ARCHITECT/ENGINEER: _____

Project Name: _____

Contract Date: _____

Project Description - Article 2 to Agreement Between Santa Fe County and Contractor (include address and project location description):

The contractor hereby certifies the Work of this project to be in complete conformance to the Contract Documents and is substantially complete, enabling the County to make use of the Work as intended.

By its signature below the Contractor further requests Architect/Engineer and County to inspect the Work and to concur in the Work’s substantial completion by their signature and/or to provide in a timely manner to Contractor a listing of work items adjudged by them as remaining to be completed or corrected. Contractor agrees to complete and correct all work items (Punch List) representative of such listing within ___ days from date of receipt from Architect/Engineer.

Contractor

Signature

Print Name

Date

Accepted by Santa Fe County

Signature (Public Works Director or Designee) Print Name Date

Inspected/Concurrence Architect/Engineer

Signature Print Name Date

PUNCH LIST

A list of items (Punch List) to be completed or corrected, verified by the Architect/Engineer and County, is appended hereto. Failure to include any incomplete items on such list does not alter the responsibility of the Contractor to provide all Work in complete conformance with the Contract Documents.

The Contractor shall complete or correct the work on the punch list appended hereto by _____
(Date)

The punch list consists of _____(indicate number of items) items.

The Work performed under this Contract has been reviewed and found to be substantially complete by the Director of Public Works who has hereby established the Date of Substantial Completion as _____ (date) which is also the date of commencement of all warranties and guarantees required by the Contract Documents. The Date of Substantial Completion of the Work or designated portion thereof is the date established by the Director of Public Works (or designee) when construction is sufficiently complete, in accordance with the Contract Documents, so the County may occupy the Work, or designated portion thereof, for the use for which it is intended.

The County accepts the Work or designated portion thereof as substantially complete and assumes full possession thereof, in accordance with the contract documents.

Punch List Items: (Use additional sheets if necessary)



U.S. Department of Housing
and Urban Development

Labor Relations Desk Guide
LR01.DG

DAVIS-BACON

LABOR STANDARDS

*A Contractor's Guide
to Prevailing Wage Requirements
for Federally-Assisted Construction Projects*

*January 2012
Previous versions obsolete*



INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on-line:

<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

TABLE OF CONTENTS

| | |
|--|-----|
| INTRODUCTION | i |
| CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES | 1-1 |
| 1-1 DAVIS-BACON AND OTHER LABOR LAWS | 1-1 |
| a. The Davis-Bacon Act (DBA) | 1-1 |
| b. The Contract Work Hours and Safety Standards Act (CWHSSA)..... | 1-1 |
| c. The Copeland Act (Anti-Kickback Act)..... | 1-2 |
| d. The Fair Labor Standards Act (FLSA)..... | 1-2 |
| 1-2 DAVIS-BACON REGULATIONS | 1-2 |
| 1-3 CONSTRUCTION CONTRACT PROVISIONS | 1-2 |
| 1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR | 1-3 |
| 1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR | 1-4 |
| CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS | 2-1 |
| SECTION - I THE BASICS | |
| 2-1 THE WAGE DECISION | 2-1 |
| a. The work classifications and wage rates..... | 2-1 |
| b. Posting the wage decision..... | 2-2 |
| 2-2 ADDITIONAL “TRADE” CLASSIFICATIONS AND WAGE RATES | 2-2 |
| a. Additional classification rules | 2-2 |
| b. Making the request..... | 2-3 |
| c. HUD review | 2-3 |
| d. DOL decision..... | 2-3 |
| 2-3 CERTIFIED PAYROLL REPORTS | 2-4 |
| a. Payroll formats | 2-4 |
| b. Payroll certifications | 2-4 |
| c. “No work” payrolls | 2-4 |
| d. Payroll review and submission..... | 2-5 |
| e. Payroll retention | 2-5 |
| f. Payroll inspection | 2-5 |
| 2-4 DAVIS-BACON DEFINITIONS | 2-5 |
| a. Laborer or mechanic | 2-5 |
| b. Employee | 2-6 |
| c. Apprentices and trainees..... | 2-6 |
| d. Prevailing wages or wage rates | 2-7 |
| e. Fringe benefits..... | 2-7 |
| f. Overtime..... | 2-7 |
| g. Deductions | 2-8 |
| h. Proper designation of trade | 2-8 |
| i. Site of work..... | 2-8 |

SECTION - II REPORTING REQUIREMENT

| | | |
|------------|--|------|
| 2-5 | COMPLETING A PAYROLL REPORT | 2-9 |
| | a. Project and contractor/subcontractor information..... | 2-9 |
| | b. Employee information..... | 2-9 |
| | c. Work classification..... | 2-9 |
| | d. Hours worked | 2-10 |
| | e. Rate of pay | 2-10 |
| | f. Gross wages earned | 2-10 |
| | g. Deductions | 2-11 |
| | h. Net pay | 2-11 |
| | i. Statement of compliance..... | 2-11 |
| | j. Signature | 2-11 |

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

| | | |
|------------|--|------|
| 2-6 | COMPLIANCE REVIEWS | 2-12 |
| | a. On-site interviews..... | 2-12 |
| | b. Project payroll reviews | 2-12 |
| 2-7 | TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS | 2-12 |
| | a. Inadequate payroll information | 2-12 |
| | b. Missing identification numbers | 2-12 |
| | c. Incomplete payrolls | 2-13 |
| | d. Classifications | 2-13 |
| | e. Wage Rates..... | 2-13 |
| | f. Apprentices and trainees..... | 2-13 |
| | g. Overtime..... | 2-13 |
| | h. Computations | 2-13 |
| | i. Deductions | 2-13 |
| | j. Fringe benefits..... | 2-14 |
| | k. Signature | 2-14 |
| | l. On-site interview comparisons | 2-14 |
| | m. Correction certified payroll..... | 2-14 |
| 2-8 | RESTITUTION FOR UNDERPAYMENT OF WAGES | 2-14 |
| | a. Notification..... | 2-14 |
| | b. Computing wage restitution..... | 2-15 |
| | c. Correction certified payrolls..... | 2-15 |
| | d. Review of correction CPR | 2-15 |
| | e. Unfound workers | 2-15 |

**CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE
REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW
ACCOUNTS, AND SANCTIONS 3-1**

3-1 INTRODUCTION 3-1
3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES 3-1
 a. Additional classifications and wage rates 3-1
 b. Findings of underpayment 3-2
3-3 WITHHOLDING 3-2
3-4 DEPOSITS AND ESCROWS 3-3
3-5 ADMINISTRATIVE SANCTIONS 3-4
 a. DOL debarment 3-4
 b. HUD sanctions 3-4
3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS 3-5

APPENDICIES

ACRONYMS AND SYMBOLS A-1
DAVIS-BACON - RELATED WEB SITES* A-2
HUD-4720, Project Wage Rate Sheet A-3
WH-347, Payroll Form/Statement of Compliance A-4

CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 DAVIS-BACON AND OTHER LABOR LAWS.

- a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

- b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: www.hud.gov/offices/olr/library.cfm)

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- c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.
 - d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 DAVIS-BACON REGULATIONS.

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:
http://www.dol.gov/dol/allcfr/Title_29.htm

1-3 CONSTRUCTION CONTRACT PROVISIONS

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

- a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤\$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:
www.hud.gov/offices/adm/hudclips/index.cfm

- b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is “locked-in” and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:
<http://www.wdol.gov>

1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR

The principal contractor (also referred to as the ***prime*** or ***general contractor***) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term “prime contractor” will mean the principal contractor; “subcontractor” will mean all subcontractors including lower-tier subcontractors; and the term “employer” will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

1-5 **RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.**

The ***contract administrator*** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, ***The Wage Decision***) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, ***Compliance Reviews***) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

CHAPTER 2 HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

WHERE TO START? Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

SECTION I - THE BASICS

2-1 **THE WAGE DECISION.**

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

- a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

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- b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

2-2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

- a. **Additional classification rules.** Additional classifications and wage rates can be approved if:
1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).
 2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
 3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.)
And,
 4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

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- b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.
- c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

- d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

- a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

- b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:
www.dol.gov/whd/forms/wh347.pdf

- c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

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- d. **Payroll review and submission.** The prime contractor should review each subcontractor’s payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

- e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.
- f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 **DAVIS-BACON DEFINITIONS.**

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

- a. **Laborer or mechanic.** “Laborers” and “mechanics” mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. “Laborers” and “mechanics” are the two groups of workers that must be paid not less than Davis-Bacon wage rates.
1. **Working foremen.** Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered “laborers” and “mechanics” for labor standards purposes for the time spent performing construction work.
 2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

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- b. **Employee.** Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD’s Labor Relations web site (see the list of web site addresses in the Appendix).

- c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are “apprentices” and “trainees” registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman’s wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman’s wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A “probationary apprentice” can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
2. **Pre-apprentice.** A “pre-apprentice”, that is, someone who is not registered in a program and who hasn’t been DOL- or SAC-certified for probationary apprenticeship is not considered to be an “apprentice” and must be paid the full journeyman’s rate on the wage decision for the classification of work they perform.
3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

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- d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.
1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.
- e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or \$9 basic plus \$6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

- f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

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- g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

- h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren’t considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.
1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.
- i. **Site of work.** The “site of work” is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. “Site of work” can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II - REPORTING REQUIREMENTS

2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

- a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.
- b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

- c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

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1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.
 2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
- d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.
- e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.
1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be: $(\$10 \times 1 \frac{1}{2}) + \$5 = \$20/\text{hour}$.

- f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

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- g. **Deductions.** Show the amounts of any deductions from the gross earnings. “Other” deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

- h. **Net pay.** Show the net amount of wages paid.
- i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer’s weekly payroll no matter how many pages are needed to report the employee data.

- j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

SECTION III - PAYROLL REVIEWS AND CORRECTIONS

2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

- a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.
- b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

- a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.
- b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

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- c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.
- d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)
- e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.
- f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.
- g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:
1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,
 2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.
- h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.
- i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

- j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.
- k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.
- l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.
- m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

2-8 **RESTITUTION FOR UNDERPAYMENT OF WAGES.**

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

- a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

- b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.
- c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

- d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.
- e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3 LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

WHAT HAPPENS WHEN THINGS GO WRONG?

3-1 INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

- a. **Additional classifications and wage rates.** Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.
 1. **Reconsideration.** The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

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2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)
- b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)
2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 WITHHOLDING.

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

- a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

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2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

- c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 ADMINISTRATIVE SANCTIONS.

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

- a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.
- b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.
 1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

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2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 FALSIFICATION OF CERTIFIED PAYROLL REPORTS.

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

ACRONYMS AND SYMBOLS

| | |
|----------|---|
| CDBG - | Community Development Block Grant |
| CFR - | Code of Federal Regulations |
| CPR - | Certified Payroll Report |
| CWHSSA - | Contract Work Hours and Safety Standards Act |
| DBA - | Davis-Bacon Act |
| DBRA - | Davis-Bacon and Related Acts |
| DOL - | Department of Labor |
| FHA - | Federal Housing Administration |
| FLSA - | Fair Labor Standards Act |
| HUD - | Housing and Urban Development (Department of) |
| IHA - | Indian Housing Authority |
| LCA - | Local Contracting Agency |
| LDP - | Limited Denial of Participation |
| O/T - | Overtime |
| PHA - | Public Housing Agency |
| S/T - | Straight-time |
| SAC - | State Apprenticeship Council/Agency |
| TDHE - | Tribally-Designated Housing Entity |
| § - | Section |
| ¶ - | Paragraph |

DAVIS-BACON - RELATED WEB SITES*

HUD Office of Labor Relations:
www.hud.gov/offices/olr

HUD Regulations:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

HUDClips (HUD Forms and Publications):
www.hud.gov/offices/adm/hudclips/index.cfm

DOL Davis-Bacon and Related Acts Homepage:
<http://www.dol.gov/whd/contracts/dbra.htm>

DOL Regulations:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

Davis-Bacon Wage Decisions:
www.wdol.gov

DOL Forms:
www.dol.gov/whd/programs/dbra/forms.htm

***Web addresses active as of January 2012**

| | | |
|--------------------------------|--|--|
| Project Wage Rate Sheet | U.S. Department of Housing and Urban Development Office of Labor Relations | |
|--------------------------------|--|--|

| | |
|---------------|---|
| Project Name: | Wage Decision Number/Modification Number: |
|---------------|---|

| | |
|-----------------|-----------------|
| Project Number: | Project County: |
|-----------------|-----------------|

| Work Classification | Basic Hourly Rate (BHR) | Fringe Benefits | Total Hourly Wage Rate | Laborers Fringe Benefits | | \$ |
|------------------------------|-------------------------|-----------------|------------------------|--------------------------------|------------|-------------------|
| | | | | Group # | BHR | |
| Bricklayers | | | \$ | | | \$ |
| Carpenters | | | \$ | | | \$ |
| Cement Masons | | | \$ | | | \$ |
| Drywall Hangers | | | \$ | | | \$ |
| Electricians | | | \$ | | | \$ |
| Iron Workers | | | \$ | | | \$ |
| Painters | | | \$ | Operators Fringe Benefits: | | \$ |
| Plumbers | | | \$ | | | \$ |
| Roofers | | | \$ | | | \$ |
| Sheet Metal Workers | | | \$ | | | \$ |
| Soft Floor Workers | | | \$ | | | \$ |
| Tapers | | | \$ | | | \$ |
| Tile Setters | | | \$ | Truck Drivers Fringe Benefits: | | \$ |
| Other Classifications | | | | Group # | BHR | Total Wage |
| | | | \$ | | | |
| | | | \$ | | | |
| | | | \$ | | | |

Additional Classifications (HUD Form 4230-A)

| Work Classification | Basic Hourly Rate (BHR) | Fringe Benefits | Total Hourly Wage Rate | Date of HUD Submission to DOL | Date of DOL Approval |
|---------------------|-------------------------|-----------------|------------------------|-------------------------------|----------------------|
| | | | \$ | | |
| | | | \$ | | |
| | | | \$ | | |



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS PROJECT OR CONTRACT NO.

PAYROLL NO. OMB No. 1215-0149 Expires: 12/31/2011

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | (4) DAY AND DATE | | (5) TOTAL HOURS OF PAY | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | (9) NET WAGES PAID FOR WEEK | |
|--|---|-------------------------------|------------------|-----|---------------------------------|-----------------------|----------------------------------|-------------------|------|-----|---|-----|
| | | | MON | TUE | | | | WED | THUR | FRI | | SAT |
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine if employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date _____

I, _____ (Name of Signatory Party) _____ (Title) _____

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ (Building or Work) _____; that during the payroll period commencing on the _____ day of _____, and ending the _____ day of _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
 — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
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REMARKS:

| | |
|----------------|-----------|
| NAME AND TITLE | SIGNATURE |
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

U.S. Department of Housing and Urban Development
Office of Departmental Operations and Coordination
Washington, DC 20410

Email: www.OfficeofLaborRelations@hud.gov

**Labor Relations Desk Guide
LR01.DG**



APPENDIX M

**SAMPLE SANTA FE COUNTY CONSTRUCTION CONTRACT
AND
HUD-5370 GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS-
PUBLIC HOUSING PROGRAMS**

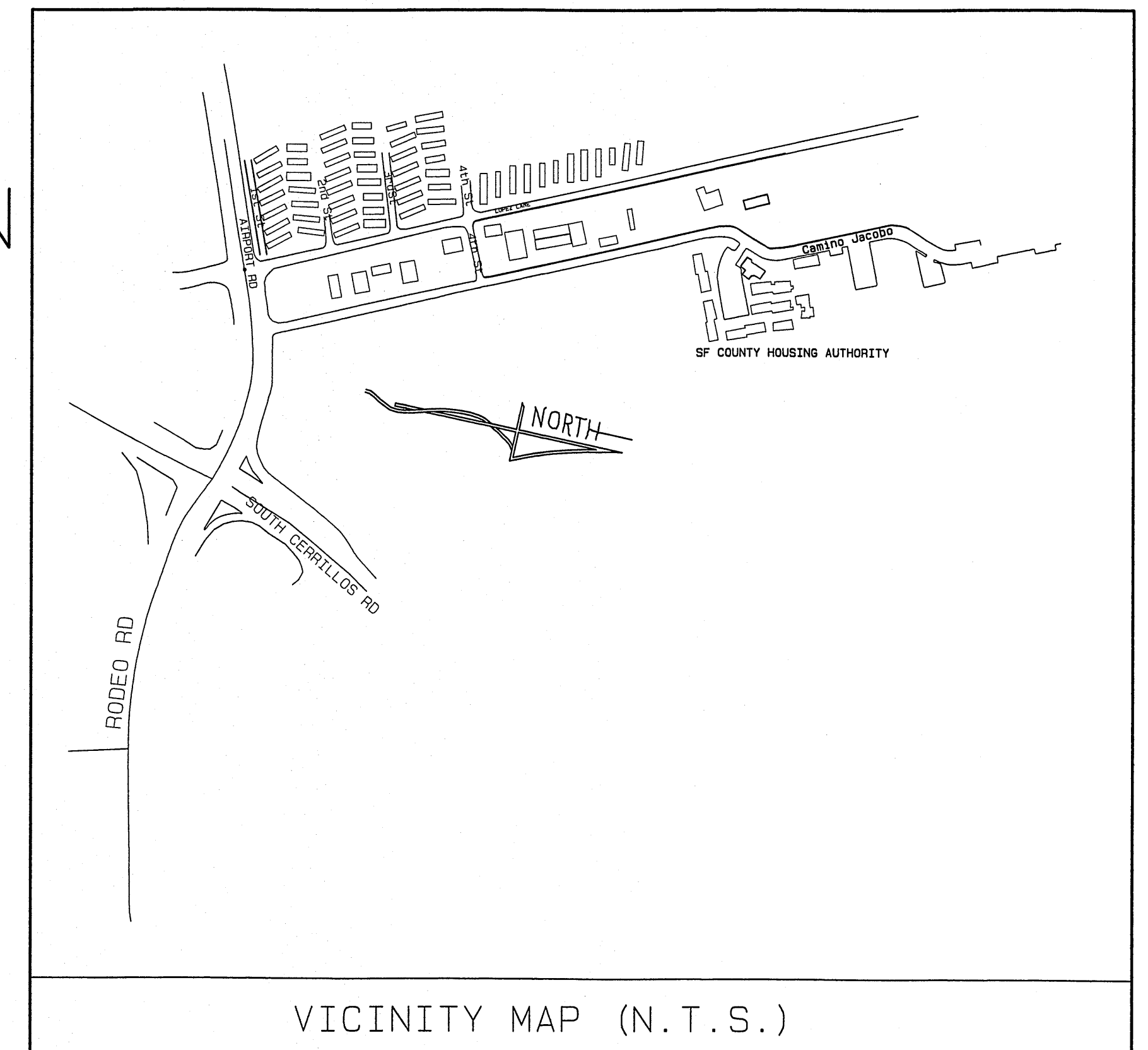
APPENDIX N

DRAWINGS AND GENERAL REQUIREMENTS

PUBLIC SEWER LINE REPLACEMENT/EXTENSION PROJECT CAMINO JACOBO ROAD

PROJECT NO. MN02P050501-13
SANTA FE COUNTY HOUSING DIVISION
SANTA FE, NEW MEXICO

OCTOBER 2016
CONSTRUCTION DRAWINGS



DRAWING INDEX

| | |
|---------|---|
| SHEET 1 | TITLE PAGE AND VICINITY MAP |
| SHEET 2 | SEWER LINE EXTENSION - P & P SHEET LAYOUT |
| SHEET 3 | SEWER LINE EXTENSION - PLAN & PROFILE |
| SHEET 4 | SEWER LINE EXTENSION - PLAN & PROFILE |
| SHEET 5 | MISCELLANEOUS PROJECT NOTES |
| SHEET 6 | SANITARY SEWER STANDARD DETAILS |
| SHEET 7 | SANITARY SEWER STANDARD DETAILS |
| SHEET 8 | SANITARY SEWER STANDARD DETAILS |
| SHEET 9 | SANITARY SEWER STANDARD DETAILS |

CONRON AND WOODS ARCHITECTS
1222 LUISA STREET SUITE A, SANTA FE, NM 87505
(505) 983-6948

P. E. McGINNIS & ASSOCIATES, LLC

WATER AND SEWER LINE EXTENSIONS, GRADING AND DRAINAGE PLANS
FEMA FLOOD PLAIN CHALLENGES, DRAINAGE ANALYSIS, ROAD DESIGN
OFFICE: 1114 HICKOX - SANTA FE, NEW MEXICO 87501
MAIL: P.O. BOX 2351 - SANTA FE, NEW MEXICO 87504
SANTA FE: PHONE (505) 983-1563 - ALBUQUERQUE: PHONE/FAX (505) 823-6620

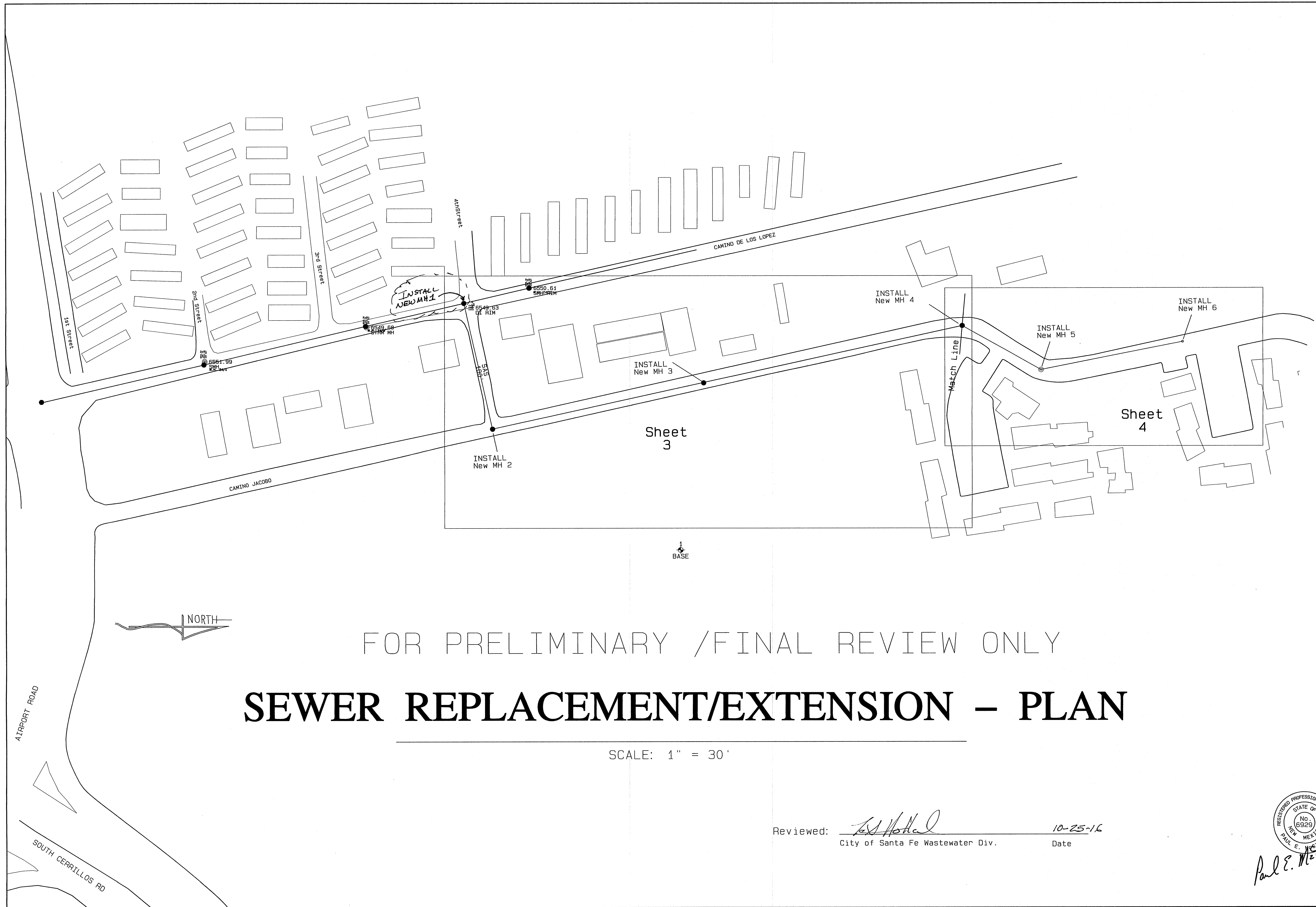


Reviewed: F. J. Hoke

City of Santa Fe Wastewater Div.

10-25-16

Date

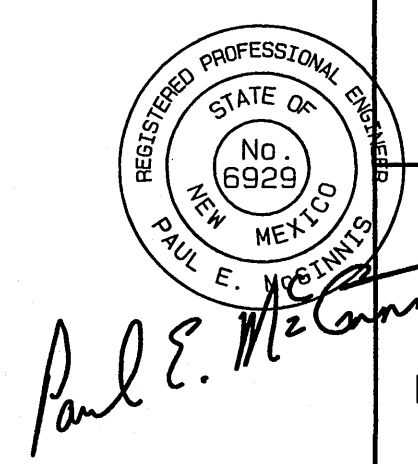


FOR PRELIMINARY /FINAL REVIEW ONLY

SEWER REPLACEMENT/EXTENSION - PLAN

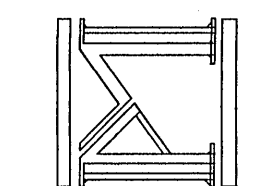
SCALE: 1" = 30'

Reviewed: *Paul E. McGinnis* 10-25-16
 City of Santa Fe Wastewater Div. Date



SHEET
 2 OF 9
 PROJECT 12A15
 8/4/16

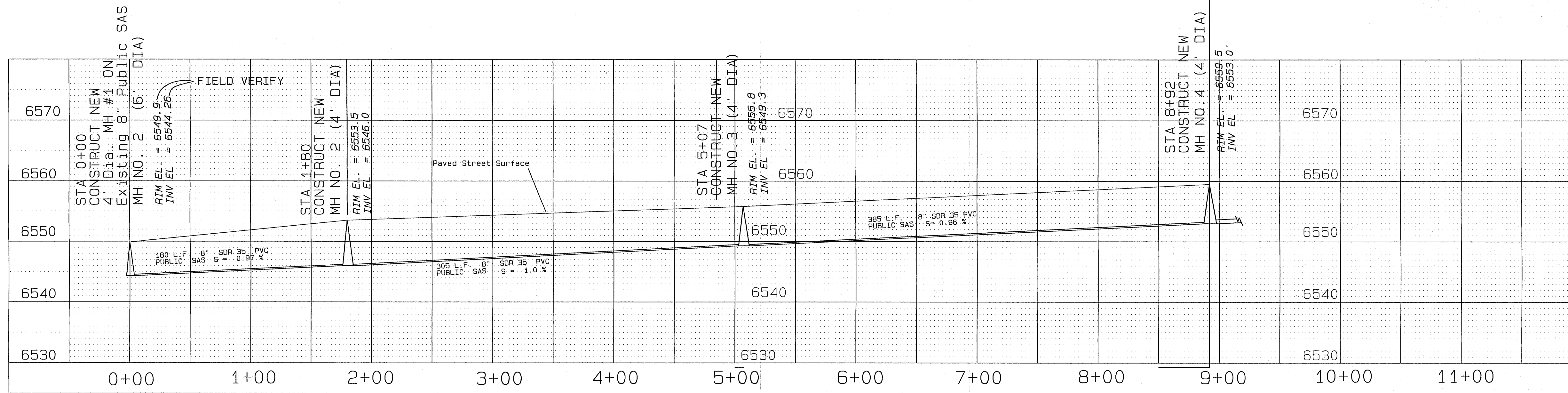
**SEWER LINE REPLACEMENT/EXTENSION
 P & P SHEET LAYOUT
 SANTA FE COUNTY HOUSING DIVISION
 SANTA FE, NEW MEXICO**



P. E. McGINNIS & ASSOCIATES, LLC
 OFFICE: 1114 HICKOX - SANTA FE, NEW MEXICO 87501
 MAIL: P.O. BOX 2351 - SANTA FE, NEW MEXICO 87504
 SANTA FE: PHONE (505) 983-4563 FAX (505) 986-0429
 ALBUQUERQUE: PHONE/FAX (505) 623-6620

CW CONRON & WOODS ARCHITECTS
 1222 LUISA STREET SANTA FE, NEW MEXICO 87505
 CONRONANDWOODS.COM 505-983-6948

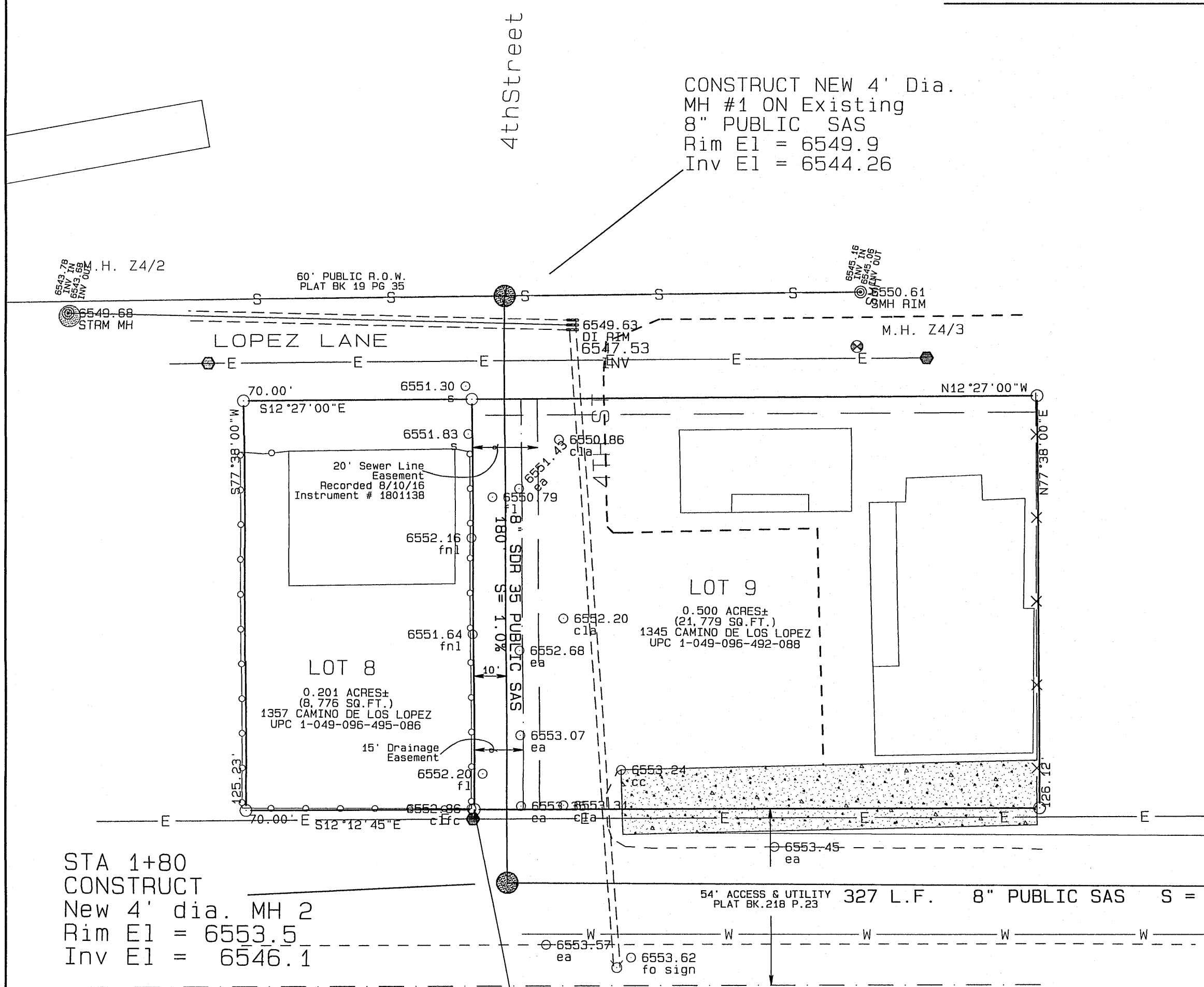
ELEVATION - FT



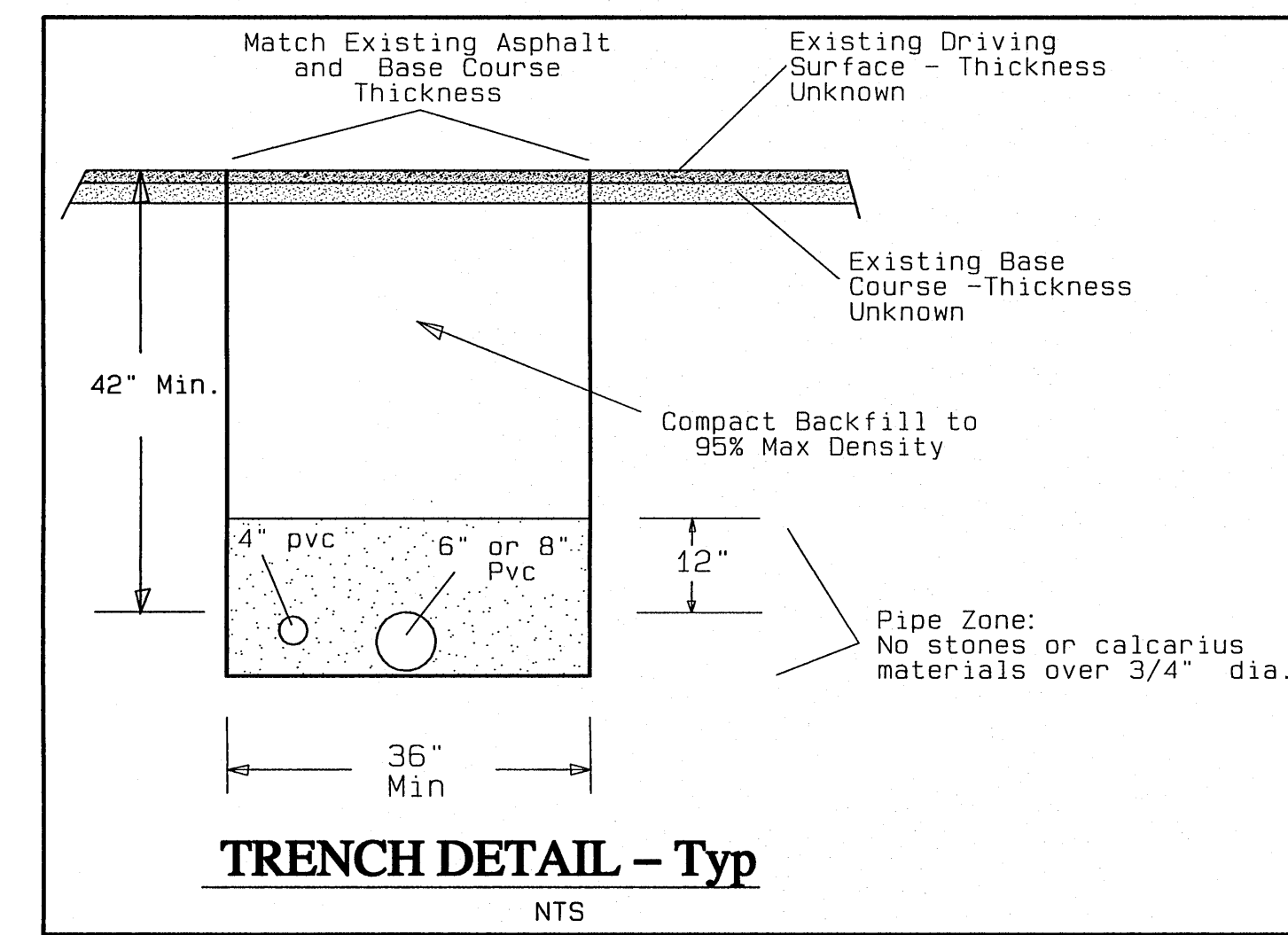
STATION - LINEAR FEET

SCALE: HOR 1" = 50'
VER 1" = 10'

SEWER EXTENSION - PROFILE



Asphalt Cuts must be performed using saw cuts, unless other methods approved by Engineer



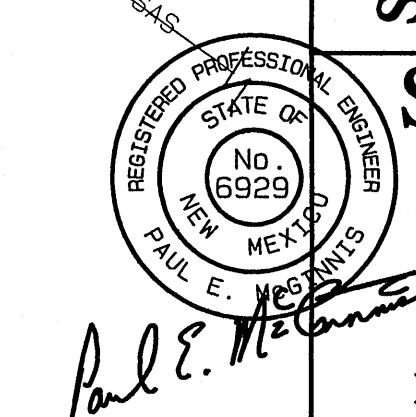
SEWER EXTENSION - PLAN

SCALE: 1" = 30'

REVIEWED

T. Moller
City of Santa Fe Wastewater Div.

10-25-16
Date



SHEET 3 OF 9

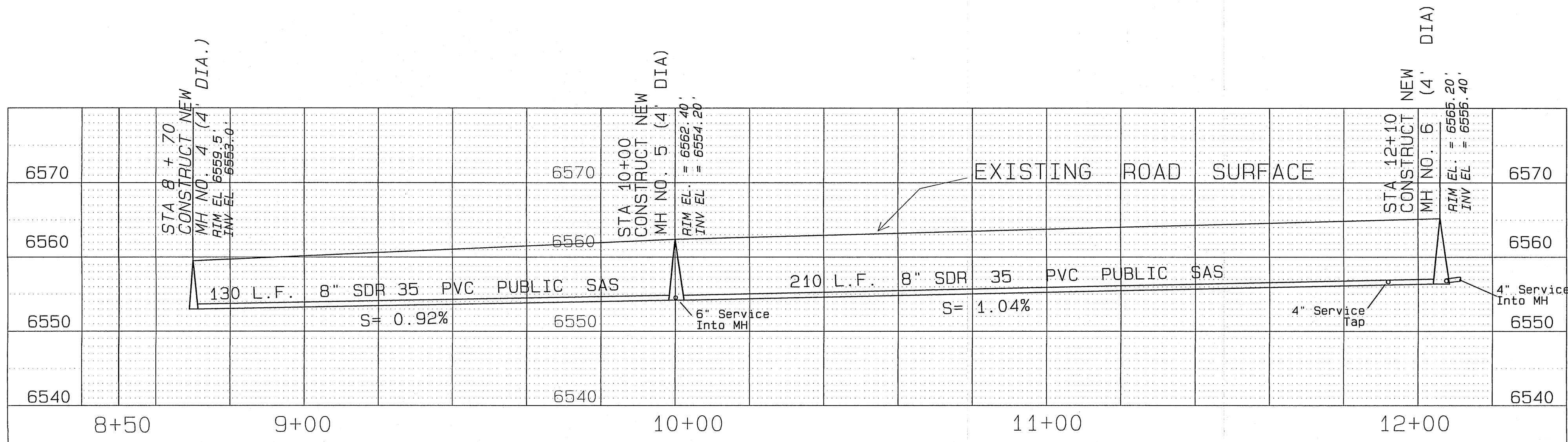
7/1/14
Rev 8/4/16
Rev 9/20/16
Rev 9/26/16

CW
CONRON & WOODS ARCHITECTS
1222 LUISA STREET SANTA FE, NEW MEXICO 87505
CONRONANDWOODS.COM 505-983-6948

P. E. MCGINNIS & ASSOCIATES, LLC
OFFICE: 1114 HICKOX - SANTA FE, NEW MEXICO 87501
MAIL: P.O. BOX 2351 - SANTA FE, NEW MEXICO 87504
SANTA FE: PHONE (505) 983-1563 FAX (505) 986-0429
ALBUQUERQUE: PHONE/FAX (505) 623-6620

SEWER LINE REPLACEMENT/EXTENSION
PLAN & PROFILE
SANTA FE COUNTY HOUSING DIVISION
SANTA FE, NEW MEXICO

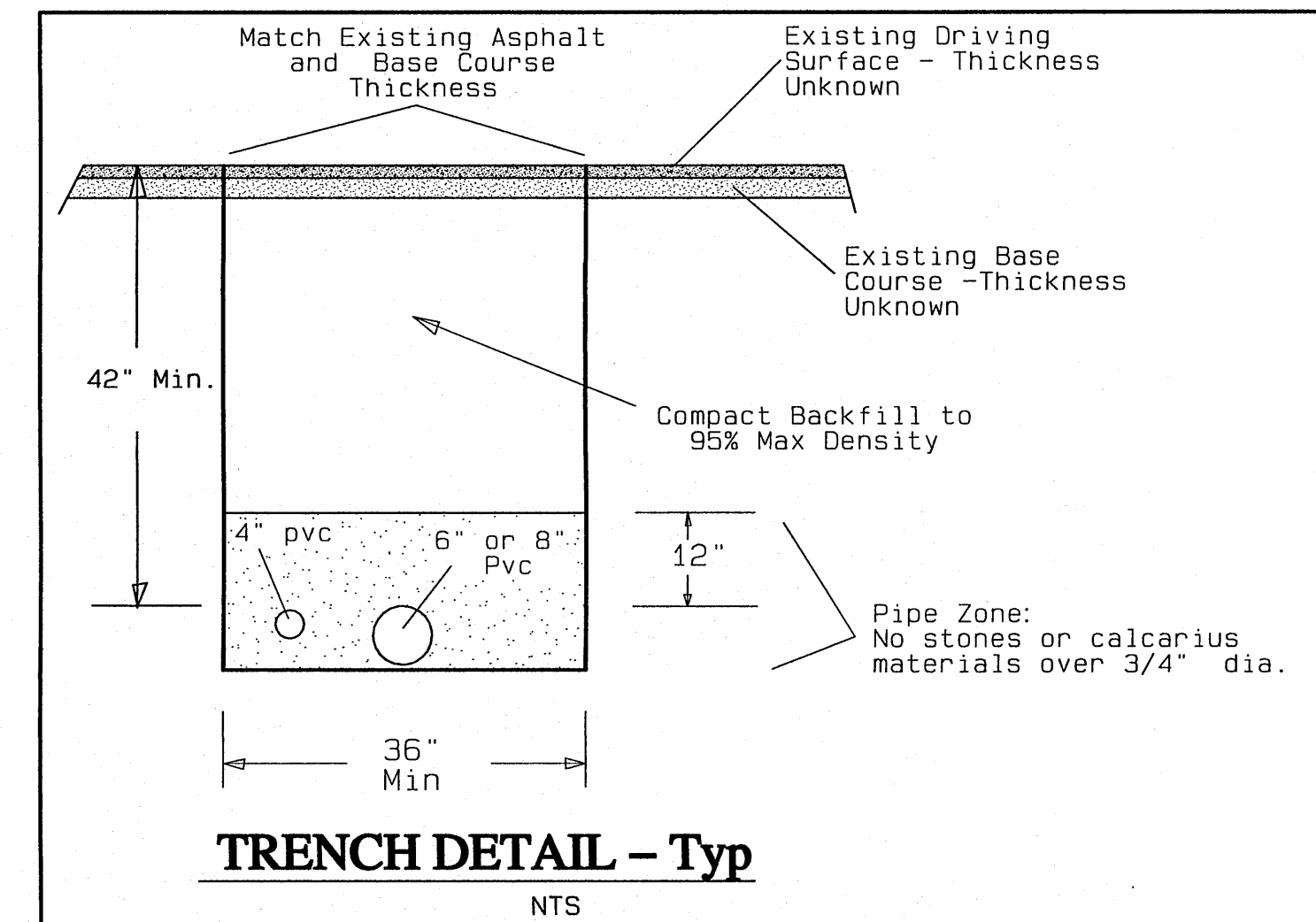
ELEVATION - FT



STATION - LINEAR FEET

SEWER EXTENSION - PROFILE

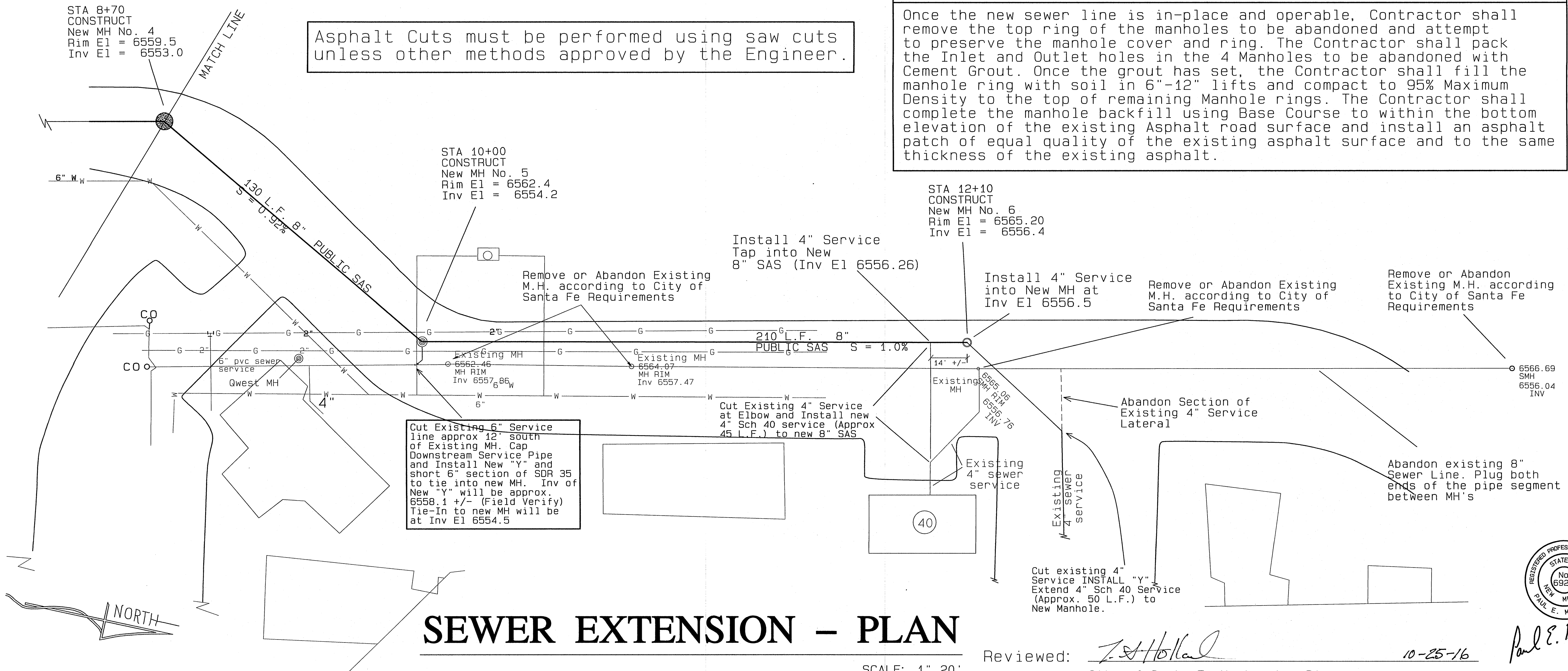
SCALE: HOR 1" = 20'
VER 1" = 10'



Asphalt Cuts must be performed using saw cuts unless other methods approved by the Engineer.

PROCEDURE FOR ABANDONING SEWER MANHOLES AND COVERS

Once the new sewer line is in-place and operable, Contractor shall remove the top ring of the manholes to be abandoned and attempt to preserve the manhole cover and ring. The Contractor shall pack the Inlet and Outlet holes in the 4 Manholes to be abandoned with Cement Grout. Once the grout has set, the Contractor shall fill the manhole ring with soil in 6"-12" lifts and compact to 95% Maximum Density to the top of remaining Manhole rings. The Contractor shall complete the manhole backfill using Base Course to within the bottom elevation of the existing Asphalt road surface and install an asphalt patch of equal quality of the existing asphalt surface and to the same thickness of the existing asphalt.



SEWER EXTENSION - PLAN

SCALE: 1" = 20'

Reviewed: *Z. A. Holland*
City of Santa Fe Wastewater Div.

Date: 10-25-16



SHEET 4 of 9

7/17/13
Rev 09/20/16
Rev 09/26/16

P. E. MCGINNIS & ASSOCIATES, LLC
SUBDIVISION ENGINEERING: WATER/WASTEWATER SYSTEMS, DRAINAGE, ROAD DESIGN
GRADING AND DRAINAGE PLANS - INDIVIDUAL & COMMUNITY WATER/WASTEWATER SYSTEMS
OFFICE: 1114 HICKOX - SANTA FE, NEW MEXICO 87501
MAIL: P.O. BOX 2351 - SANTA FE, NEW MEXICO 87504
SANTA FE: PHONE (505) 983-1563 FAX (505) 986-0429 ALBUQUERQUE: PHONE/FAX (505) 823-6620

SEWER LINE EXTENSION
PLAN AND PROFILE
SANTA FE COUNTY HOUSING AUTHORITY
CAMINO JACOBO
SANTA FE, NEW MEXICO

SF COUNTY HOUSING AUTHORITY SEWER EXTENSION PROJECT

CITY OF SANTA FE PUBLIC INFRASTRUCTURE GENERAL CONSTRUCTION NOTES

- All construction shall conform to the requirements of City of Santa Fe Standard Drawings and specifications as applicable (including Manholes).
- Utility construction shall conform to applicable sections of the APWA's "New Mexico Standard Specifications for Public Works Construction", 1987 edition including latest published amendments
- Infrastructure construction shall conform to applicable sections of the New Mexico Department of Transportation's "Standard Specifications for Highway and Bridge Construction", 2000 Edition (SSHBC)
- The order of precedence shall be, listed in order of highest precedence, shall be project Specifications, plans, City of Santa Fe Standard Drawings, APWASS, and SSHBC.
- In the case of conflicts between plans and specifications resolution shall be by using the more restrictive requirement as determined by the project engineer and approved by City Planning and Land Use Department's Permit and Development Review Division Technical Review Staff (P&DR)
- The project plans shall be approved for construction by the P&DR's Engineering Supervisor prior to any construction activity and scheduling a pre-construction meeting. The Engineering Supervisor may, by written authorization, designate others to administer duties described herein.
- The construction Project Engineer shall be a New Mexico licensed Professional Engineer in the appropriate category for the type of work represented by the project plans. The Project Engineer shall arrange for a pre-construction meeting prior to the start of construction or mobilization of equipment on-site. At the pre-construction meeting, the Project Engineer shall submit a letter providing the name(s) of specific individuals who will be performing what type of inspections and respective telephone contact number(s); this includes preparation of the record drawings. Call 505-955-6585 to schedule the pre-construction meeting a minimum of 10 calendar days in advance of the meeting date.
- Attendance at the pre-construction meeting is mandatory for the Project Engineer (who shall conduct the meeting, Representative from Conron & Woods Architects, SF County Housing Authority Representative, Contractor, P&DR Technical Review staff, and applicable staff from City street, water, and wastewater management Divisions. The Owner and sub-contractors are encouraged to attend. At this meeting, a specific P&DR staff member will be assigned as the point of contact with the Contractor.
- Grading permits obtained on an "At Risk" basis are not subject, nor take the place of, a pre-construction meeting required above.
- The Contractor shall provide a list of contact personnel responsible for site construction including position, telephone numbers, and at least one emergency telephone number active on a 24 hour basis.
- If an EPA Notice of Intent (NOI) is applicable, a copy of the mailed permit application shall be presented at the pre-construction meeting along with a written statement giving the mailing date.
- The Contractor shall be responsible for maintaining the integrity of all underground utilities during the course of work regardless of any location shown on the plans or other field evidence, or lack thereof. Notification to New Mexico One Call at 1-800-321-2537 for utility locates a minimum of 48 hours in advance of any excavation is required. Maintenance of utility locates shall be continued throughout the project life.
- The Owner shall be responsible for all changes in construction deemed necessary for any reason and shall have appropriate plans and/or specifications, including applicable design criteria, prepared by a New Mexico Professional Engineer and submitted to the City Engineering Supervisor for approval. Upon approval, said changes may be incorporated into the project.
- Final Record Drawings, reflecting substantial changes to the original design drawings, shall be submitted by the Owner's Engineer for approval to the Engineering Supervisor for permanent filing in the City Planning Department. Said plans shall be approved by applicable City Divisions prior to final acceptance of project work for maintenance responsibility and the beginning of the warranty period. Under no circumstances will partial acceptance and/or warranty commencement begin for any component of project scope be provided.
- Curb cuts shown in the original, approved construction drawings will require a "Curb Cut Permit" issued by the City Traffic Engineer prior to construction. Curb cuts found to be necessary that were not included in the original, approved construction drawings will require a change order that includes a "Curb Cut Permit" from the City Traffic Engineer. Call 505-955-6619 for information.
- Parallel water and sanitary sewer (SAS) utilities shall have a minimum horizontal spacing of 10 feet and vertical spacing of 18 inches wherein the water line is above the SAS line. Installation will be in separate trenches. When water and sewer lines cross each other, the water line shall be at least 18 inches above the sewer; otherwise, the sewer shall be of pressure class pipe extending between manholes, or concrete encased for 10 feet on each side of the water line as shown in the Standard Detail Drawings. Should encountered field conditions exist that prevent maintaining these separation distances and relationship, a change order shall be initiated that provides for alternative protective measures and submitted for approval to the Engineering Supervisor via the City Water and Wastewater Management Divisions, and shall conform to standard public works construction requirements.
- Sanitary Sewer lateral construction must be constructed under separate permit (secondary) for SAS hookup. The Contractor shall obtain the permit(s) prior to any construction and must be obtained at the Permit Desk at City Hall; providing street address for each hookup. Upon payment of fee(s) the permit form will be immediately generated which shall be kept on-site. Call 505-955-6948 for permit information and 505-955-6646 for inspection of each visible, connected lateral.
- All Contractor work activity shall be confined to the construction limits of the project. There shall be no encroachment onto adjacent properties, either construction or marshalling yard(s) unless legal easements(s)/agreement(s) is/are executed and approved by the Engineering Supervisor.
- Grading shall be completed under the authority of a Building Permit, the application of which shall show the type of work as "Other" with the notation of Grading, Landscaping, and infrastructure shown thereon. Call 505-955-6948 for permit information.
- All cut and fill slopes, including setback requirements, shall conform to the requirements of:
 - Santa Fe City Code's Article 14-8 (Development and Design Standards);
 - Chapter 33 of the Uniform Building Code, 1997 edition unless otherwise noted on the approved construction plans; and
 - In the case of conflict between these two specifications, City Code shall prevail.
- The Contractor is responsible for any damage caused by construction activities to public or private property, including utilities.
- Material quality testing shall be completed by the Owner, through a recognized testing laboratory. The laboratory shall be under the auspices of a New Mexico Professional Engineer.
- All material quality test reports shall be provided directly to the City Planning Department, attention Permits and Development Review Division at P. O. Box 909, Santa Fe, New Mexico, 87504-0909 within seven (7) calendar days after laboratory material testing is complete. Field test reports shall be provided directly to the P&DR staff at the time of field testing. In the case of P&DR staff absence, the reports shall be faxed to 505-955-6829. In each case, all test reports and other communication shall carry the applicable P&DR Case and Building Permit project numbers which will be provided at the pre-construction meeting, if not noted on the approved project plans.
- Compaction testing of soil and similar materials, including optimum moisture-density relationships, shall be performed in accordance with the referenced specifications and/or plans. Unless specified in individual project plans, the frequency of compaction testing shall be one (1) test per 1.5 vertical feet of fill or backfill of similar material; within two (2) horizontal feet of structures; for each 500 linear feet of trench backfill or each day's compactive effort, whichever results in the greatest quantity of tests; or for each 500 cubic yards of fill of similar material.
- Portland cement concrete (PCC) proposed to be used for the project shall conform to a mix design prepared by a New Mexico Professional Engineer. The design shall be provided to P&DR staff for approval a minimum of 14 calendar days prior to scheduling the initial casting operation or, alternatively, the project plans shall define a specific mix having a prior approval by P&DR. Each mix shall have the following minimum properties:
 - Compressive strength of 4,000 psi in 28 calendar days
 - Seven (7,0) bags of cementitious material per cubic yard of concrete
 - Twenty (20.0) percent or less of flyash material substitution for cement
 - Maximum aggregate size of 3/4"
 - Air entrainment content ranging between 4.0 and 7.0 percent at the point of concrete delivery into forms
- Concrete sample set shall consist of a minimum of three (3) cylinders. One sample set shall be obtained for each 500 linear feet cast, 50 cast cubic yards, or one (1) set per calendar day, whichever is greatest. Cylinders shall be tested at 7, 28, and 56 day intervals; the 56 day interval need not be tested if any previous test result exceeds the design value.
- Traffic control devices, as per approved plan, shall be installed, maintained, and removed by the Contractor. Said devices shall conform to the latest published edition of the Manual of Uniform Traffic Control Devices and to written direction from the City Traffic Engineer who may be reached at 505-955-6619.
- Site erosion and/or sediment control, as per approved plan, shall be installed, maintained, and removed by the Contractor. The Contractor's attention is directed to the SSHBC's Section 603 for other requirements relating to dust abatement and similar issues.
- Utility lines must be bored under all existing street PCC street appurtenances. A minimum of 12" separation must be maintained between utility lines. Any curb, gutter, or other damage must be repaired before final inspection will be given.
- Each City utility division shall provide a letter of completed installation, not necessarily accepted for warranty, at the Contractor's request. Said letters shall be provided to the P&DR staff and received written staff acceptance prior to scheduling either TV inspection of SAS and Storm Sewer lines or placement of roadway pavement material.
- ASTM, ASSHTO, or independent laboratory certificates of material compliance are to be provided to P&DR staff prior to bringing applicable material on site.
- Aggregate base course material shall conform to the SSHBC's Section 304 using Gradation I.
- Plant Mix Bituminous Pavement (PMBP) proposed to be used for the project shall conform to a mix design prepared by a New Mexico Professional Engineer conforming to SSHBC's Section 420 using Aggregate Classification(s) called for in the project plans. The design shall be provided to P&DR staff for approval a minimum of 14 calendar days prior to scheduling the initial paving operation or, alternatively, the project plans shall define a specific mix having a prior approval by P&DR.
- Compaction testing of subgrade, aggregate base course, and each lift of PMBP material shall be completed for every 100 linear feet of roadway length excepting for PMBP material in which case provide one (1) test for every 100 linear feet of laydown machine pass.
- PMBP material quality test samples (wet) shall be obtained and tested for every 500 tons or fraction thereof or one (1) sample per day.

- Utility appurtenance such as telephone pedestals, electrical transformers, gas, and cable TV pedestals shall be placed outside the public right-of-way and within utility easements. The Owner is responsible for relocating mis-placed utility structures prior to requesting a pre-final inspection. Water meter boxes and fire hydrants may be placed between the sidewalk and curb. Water valve and meter boxes are not to be placed within maintenance areas of semi-improved (gravel or equal) roads.
- Construction debris and/or excess material shall be stored in an on-site area and appropriately contained. Said debris shall not be a nuisance to the surround neighborhood. Disposal of debris shall be either within the city limits under separate grading permit or at a designated NMEED approved disposal site. The Contractor shall provide written notice as to proposed debris disposal site location(s). All debris and/or excess material shall be removed from the site prior to scheduling a pre-final inspection with P&DR staff.
- Interim terrain and stormwater management inspections shall be arranged for at the following events:
 - Completion of temporary erosion control best management installations and prior to any earthwork (clearing, grubbing, etc.)
 - Final stormwater management features are constructed.
 - Final site restoration measures are completed.
 - Further construction or issuance of any permit(s) shall not occur until written approval by P&DR staff for each of the above inspections has been obtained. Inspections shall be scheduled by calling 505.955.6646.
- The Contractor shall make written request for a pre-final inspection of terrain management and infrastructure works a minimum of 14 calendar days in advance with P&DR staff. At this inspection, applicable city division staff will review the final work product. Any deficiencies will be noted in a "punchlist" and provided to the Contractor for correction. When all punchlist items are completed the Contractor shall file a written statement to that effect and a final inspection will be held by P&DR staff. Upon acceptance, an acceptance letter will be provided wherein all work will be accepted for maintenance by the City and the commencement of the warranty period initiated.
- Compliance to 14-8.2 Relocation of Gunnison's Prairie Dogs is Required
- A copy of the approved plans shall be available at the construction site at all times during working hours.

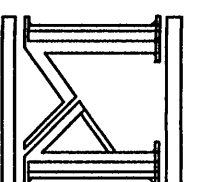
SEWER LINE CONSTRUCTION GENERAL NOTES:

- Prior to the Wastewater Management Division approval of the plan set, a letter will be required from the project engineer indicating they are providing the inspection and record drawing services for the project.
- The Contractor must obtain all sewer hookup permits from the City's Building Permits Section (sewer lines) prior to commencing any sewer line construction. A copy of the permits must be kept at the construction site.
- All manholes shall be constructed in accordance with the "Standard Manhole Detail Sheet" shown on the City Standard Drawings.
- A copy of the approval plans shall be available at the construction site at all times during working hours.
- All modifications to the sanitary sewer plans must be reviewed and approved by the City's Wastewater Management Division prior to construction.
- Additional general notes are contained in the standard City detail sheets for sanitary sewer construction.
- All public gravity sewer lines shall be a minimum 8 inch diameter with a minimum Class C bedding (2005 New Mexico Standard Specifications for American Public Works Association).
- All 4 inch and 6 inch diameter gravity sewer pipe shall be private. No private sewer system shall use larger than a 6 inch diameter pipe unless approved by the Wastewater Management Division. No public gravity sewer line to be accepted by the City of Santa Fe for permanent maintenance shall be less than 8 inches diameter.
- No concrete encasement of new or existing public sewer pipe will be allowed unless approved by the City of Santa Fe Wastewater Division.
- Core drilling is required for all new connections to an existing manhole.
- No public sewer main line or manhole will be allowed under or within a storm water detention / retention pond.
- Prior to paving over any sanitary sewer lines, submit T.V. tapes and logs, pressure tests, preliminary as-built drawings and the engineer's certification to the City's Wastewater Management Division. After the Wastewater Management Division reviews the above listed information, a preliminary manhole inspection will be conducted. When all the items listed above are completed to meet the standards of the Wastewater Management Division, a letter approving paving will be issued in relation to the sanitary sewer. Note: A final manhole inspection will be conducted after the final paving is completed.
- All sewer manholes with sewer lines 12 inches in diameter and larger are required to have approved vented and locking manhole covers.
- Locate wire will be installed for all sanitary sewer (gravity / force mains). The locate wire must be visible in the manhole or access structure. This will be verified during the preliminary manhole inspection prior to paving. The locate wire is to be a continuous, 12 gauge, solid strand insulated copper wire.
- Off-road public sewer access will be provided for all public sewer lines and manholes. Access roads are to be a minimum 12 feet wide with a driving surface of 6 inches of compacted base course. No access road shall have a grade greater than 15%. Manholes are to be aligned with the center line of the access road. Sewer easements are to be a minimum of 20 feet in width.
- Off road sanitary sewer - Call the Wastewater Management Division at 955-4631 for a field review of the grading of all off road sanitary sewer to ensure that the City's maintenance vehicles can access all manholes. The grades may be required to be adjusted and based upon this inspection additional bank protection may be required based upon a final inspection by Wastewater Management Division and the project engineer.
- For Record Drawings, tie manhole to a City of Santa Fe survey monument as part of the final record drawings. For all sewer lines and manholes, show corrected as-built bearing and distances, slopes, rim and invert elevations and sewer services along the horizontal or vertical alignment of the sanitary sewer.
- The Owner / Developer will be responsible for maintaining, repairing and locating the sewer systems until City acceptance for maintenance. Damages resulting from a stoppage in any gravity and / or pressure sewer system will be the sole responsibility of the Owner / Developer until a final acceptance letter for maintenance has been issued by the Wastewater Management Division.
- Water meters will not be placed until a final acceptance letter has been issued by the Wastewater Division for all on-site sanitary sewer needed in order for the project to connect to the sanitary sewer system.
- 20 foot wide access gates shall be provided at all fences, walls or other obstruction that cross a public sewer line. Access gates are to be located within the sanitary sewer easement.
- The Owner / Developer will be responsible for locating each sewer service at the time each lot is ready to connect to the sewer. It is suggested that the Owner / Developer retain a copy of the television inspection video along with the video logs. Each service shall be clearly marked for each lot at point of connection. All calls received by this Division regarding the location of service will be forwarded to the Owner / Developer.
- The Contractor shall call the Wastewater Management Division (Douglas Flores at telephone # 955-4613) for a final manhole inspection. This inspection will be isolated to the manholes. The City's Plumbing and Mechanical Inspector's will conduct all other necessary plumbing inspections. Note: The City's Plumbing and Mechanical Inspectors will inspect the individual sewer service taps and laterals, which connect to the public sanitary sewer.
- The existing sanitary sewer line must be T.V. tape prior to a new service connection being placed as well as taped after the services have been completed. This is to ensure that the existing sanitary sewer line is not damaged and the new service is installed correctly.
- All costs associated with the operation, maintenance and replacement of grinder pumps for individual lots shall be the responsibility of the lot owner and/or Owners Association. For grinder pumps that connect to a pressure sewer main the grinder pump will be a model manufactured by Environment-One or a type approved by the City of Santa Fe Wastewater Management Division. For grinder pumps that connect to a gravity main, the grinder pump shall be of a type approved by the City's Plumbing Code.
- A minimum 12 inches of vertical clearance shall be provided between the sewer line and any storm drain piping.
- All pressure sewer system shall be air or hydrostatically pressure tested @ 120 psi for 2 hours minimum. The test is to be witnessed and certified by the project engineer. Prior to being put into service and acceptance by the City of Santa Fe, all pressure sewer system main lines will be filled with water.
- An approved backflow valve and isolation valve are required on all low pressure sewer service lines as per the City of Santa Fe Standard Sewer Specifications.
- Terminal flushing connections and in-line flushing connections are required on all low pressure sewer systems. The maximum spacing between in-line flushing connections shall be 500 feet. Distances greater than 500 feet between low pressure sewer in-line flushing connections shall be approved by the Wastewater Division.
- No public pressure sewer system piping may be installed in a common trench with other utilities.
- Sewer backflow check valves will be required for all sewer service lateral connections to sewer mains 12 inches or greater in diameter. The sewer service connection must be made at an existing or new manhole. Sewer service connections to sewer mains with pipe size diameter of 12 inches and greater will not be made without approval from the Wastewater Management Division.
- Sewer backflow check valves are required on private sewer service laterals per the City's Plumbing Code. Final determination shall be made by the City of Santa Fe Plumbing Inspection Division.
- All as-built sewer line and manhole data shall be obtained and certified by a licensed surveyor or engineer. As-built data supplied by other than a licensed surveyor or engineer shall not be valid for final as-builts.
- All existing and new public manholes within a project shall provide access for City sewer maintenance equipment. All access is subject to field verification and modification as required by the Wastewater Division prior to final project acceptance and close out with the City of Santa Fe.
- All sewer line crossings of rivers, streams, arroyos, drainage channels etc. shall require a basis of design analysis prepared by a licensed engineer.
- All public sanitary sewer main lines with slopes of less than 1% require a minimum Class C bedding with select granular material foundation or as approved by the Wastewater Division.

BUILDING PERMIT #

CW
CONRON & WOODS ARCHITECTS
1222 LUISA STREET SANTA FE, NEW MEXICO 87501
505-983-5648
CONRONANDWOODS.COM

P. E. MCGINNIS & ASSOCIATES, LLC
OFFICE: 1114 HICKOX - SANTA FE, NEW MEXICO 87501
MAIL: P.O. BOX 2351 - SANTA FE, NEW MEXICO 87504
SANTA FE: PHONE (505) 983-1563 FAX (505) 986-0429
ALBUQUERQUE: PHONE/FAX (505) 823-6620

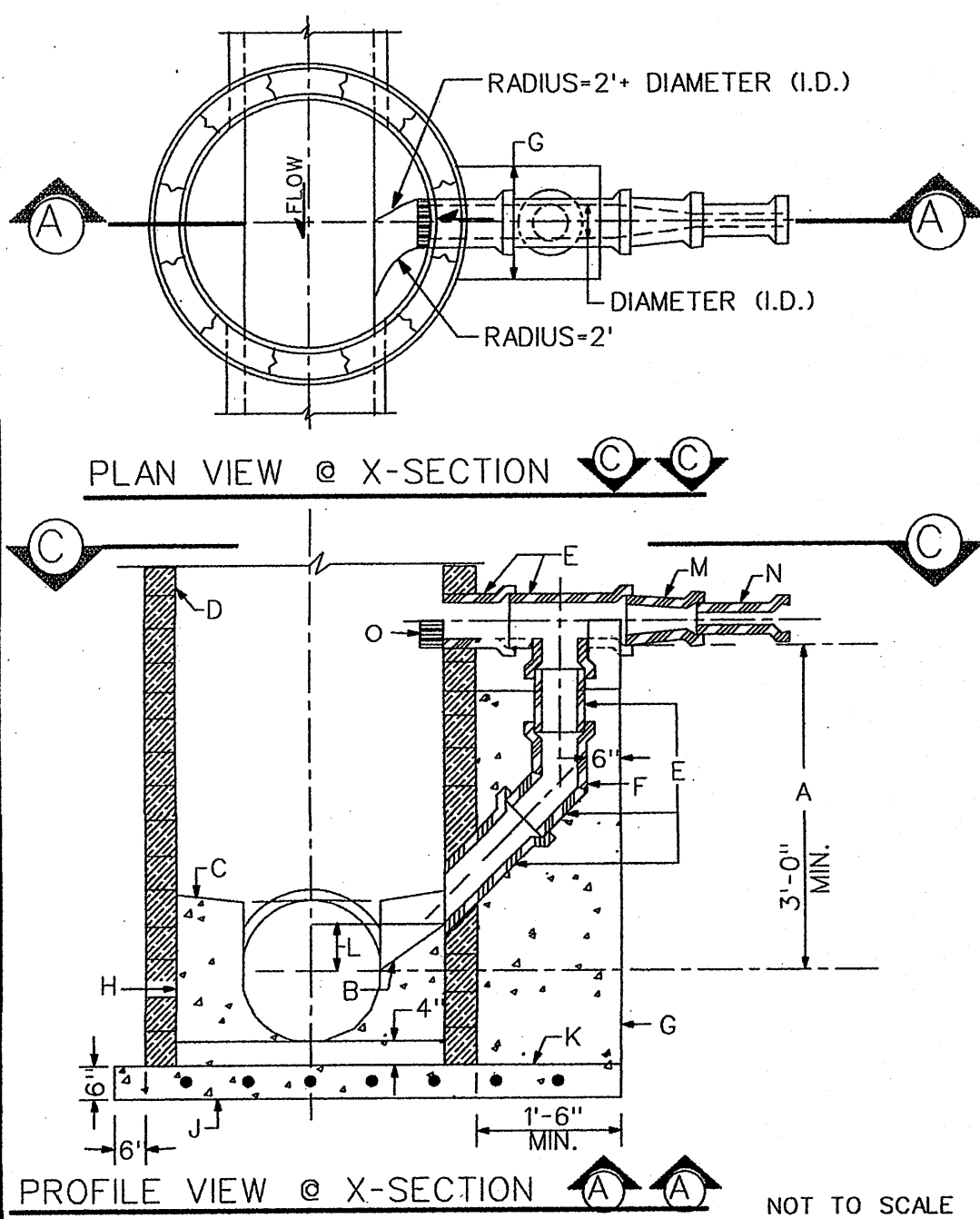


MISCELLANEOUS PROJECT NOTES
SANTA FE COUNTY HOUSING DIVISION
SANTA FE, NEW MEXICO

SHEET
5 OF 9
PROJECT 12A15
8/4/16

LEGEND

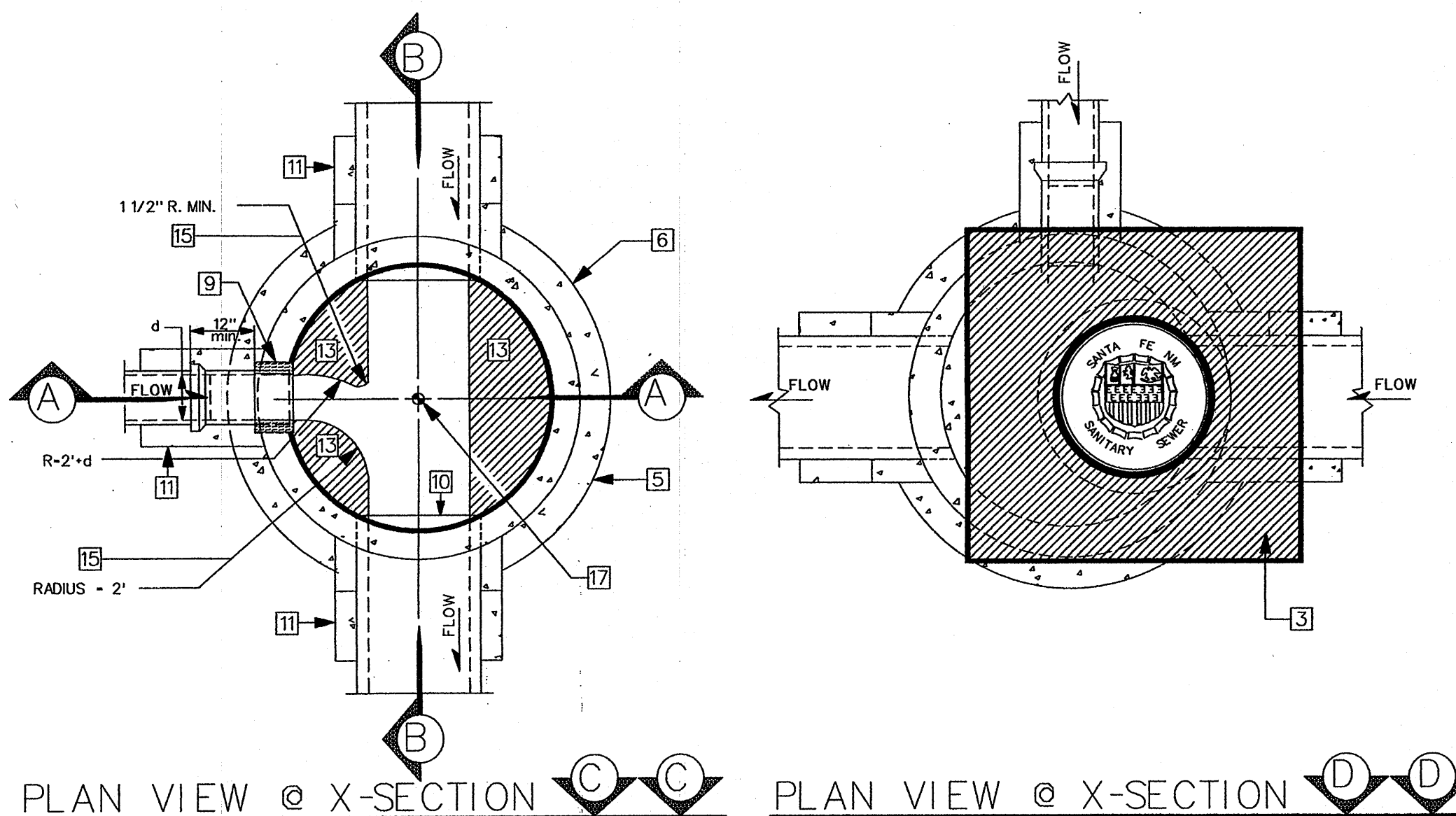
| ITEM | DESCRIPTION |
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| 1 | MANHOLE FRAME & COVER, refer to manhole frame and cover detail Dwg. No. SAS-4 |
| 2 | CONCRETE ADJUSTMENT RINGS OR CONCRETE BRICK, refer to concrete adjustment detail Dwg. No. SAS-5 |
| 3 | CONCRETE COLLAR, refer to concrete collar detail Dwg. No. SAS-6 |
| 4 | PRECAST REINFORCED CONCRETE RISER, CONE or FLAT TOP, with 5"(in) wall thickness, refer to general note CM-2 |
| 5 | PRECAST REINFORCED CONCRETE BASE RISER, with suitable sized openings, refer to general note CM-2A |
| 6 | CONCRETE BASE, refer to concrete base detail Dwg. No. SAS-7 |
| 7 | SEWER PIPE, refer to general note CM-1 |
| 8 | 6"(in) GROUT FILLET, on upper half of pipe and around base |
| 9 | ADAPTER, MANHOLE, refer to manhole adapter detail Dwg. No. SAS-8 |
| 10 | PIPE PENETRATION INTO MANHOLE, refer to manhole adapter detail Dwg. No. SAS-8 |
| 11 | PIPE SUPPORT, CONCRETE, shall extend out-side of manhole a maximum of 18"(in) to bell of first joint and shall cradle pipe half pipe |
| 12 | CONCRETE FILL, 3000 p.s.i., refer to general note CR-6 |
| 13 | SHELF, to be 9"(in) minimum width with 1"(in) per 1'-0" slope, from crown of pipe |
| 14 | CUT UPPER HALF OF PIPE, after manhole has been completed and inspected by engineer |
| 15 | HAND FORMED CHANNELS, shall be on a uniform radius and shall not hold water |
| 16 | INVERT ELEVATIONS OF LATERAL LINES, shall be the same as the springline elevation of the sewer main, where possible |
| 17 | CHANGE SLOPE OF PIPE, at center of manhole |
| 18 | APPROVED WATER STOP, to be with type of pipe |



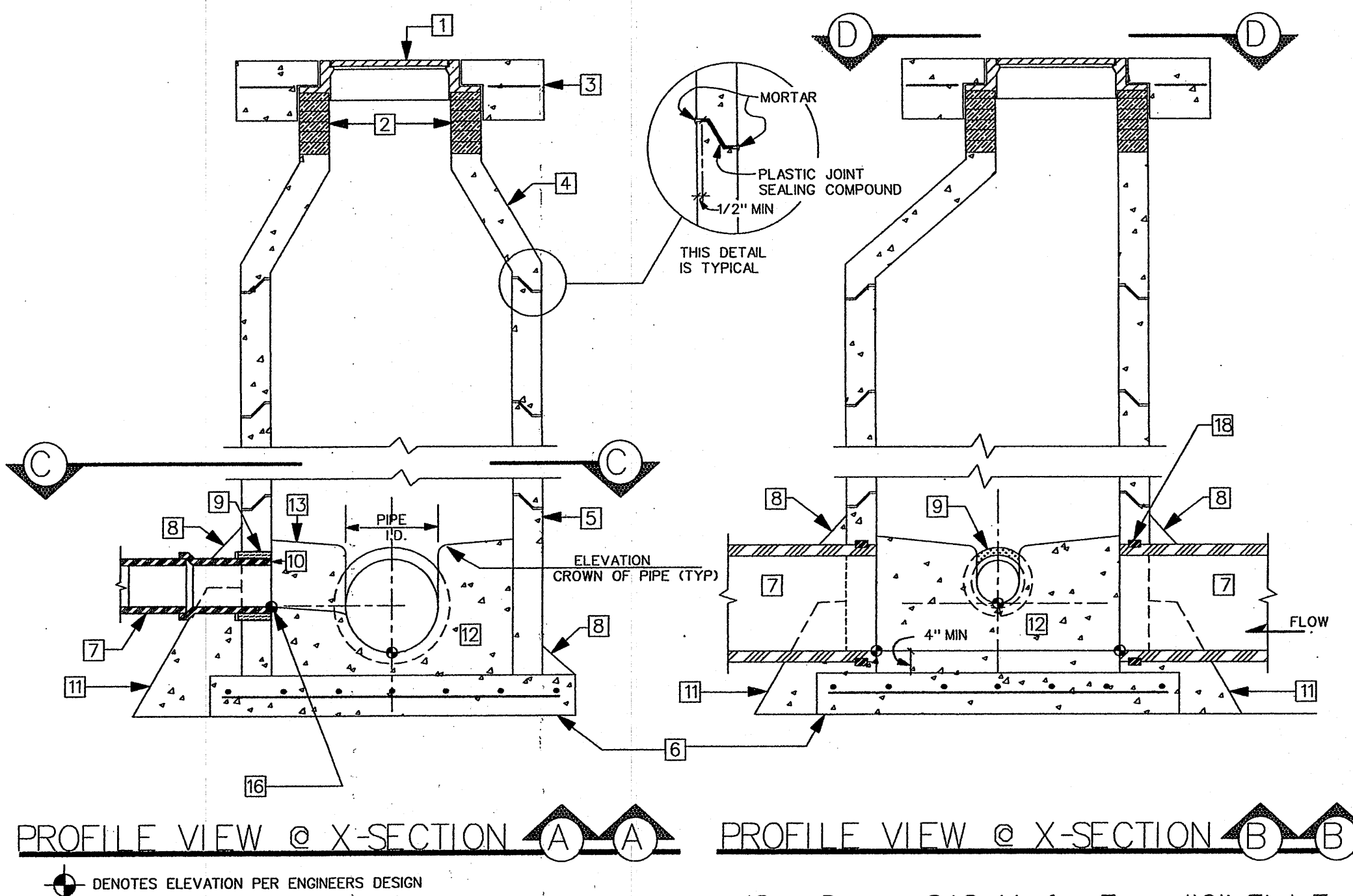
CONSTRUCTION NOTES

- 3' (FT) MINIMUM DISTANCE OF VERTICAL DROP, LESS THAN 3'(FT) DISALLOWS DROP MANHOLE.
- FORM PIPE INVERT IN SHELF. INVERT TO SPRINGLINE.
- SHELF SLOPE, 1"00 PER FT.
- MANHOLE TYPE FOR UPPER PORTION IS SPECIFIED IN MANHOLE TYPE "E" DETAIL DWG NO. SAS-2.
- USE D.I. OR P.V.C. (SOR 35) PIPE THROUGHOUT DROP. ALL PIPING IN DROP STRUCTURE FROM THE TEE IS INCREASED ONE PIPE SIZE FROM THE SERVICE LINE. (SERVICE="D" DROP="D")
- USE BELL AND SPIGOT 45° LONG RADIUS BEND.
- CONCRETE SUPPORT WIDTH EQUALS PIPE O.D. PLUS 6"(IN) MINIMUM EACH SIDE.
- CONCRETE FILL.
- CAST IN PLACE REINFORCED CONCRETE BASE REQUIRED. CONCRETE BASE TO BE POURED IN PLACE USING NO. 4 BARS AT 6"(IN) O.C. EACH WAY FOR MANHOLE DEPTH OF 18"(FT) OR GREATER. NO. 4 BARS AT 12"(IN) O.C. EACH WAY FOR MANHOLE DEPTH LESS THAN 18"(FT) IN DEPTH.
- FOR NEW DROP ON EXISTING MANHOLE CONSTRUCT 3X3 REINFORCED CONCRETE BASE BEFORE CONSTRUCTING DROP SUPPORT.
- MINIMUM 2"(IN) ABOVE SPRINGLINE OR AS SHOWN ON PLAN.
- REDUCER.
- SERVICE LINE.
- EXTEND PIPE 3"(IN) MINIMUM 6"(IN) MAXIMUM INTO MANHOLE TOP. 1/2" PIPE REMOVED.

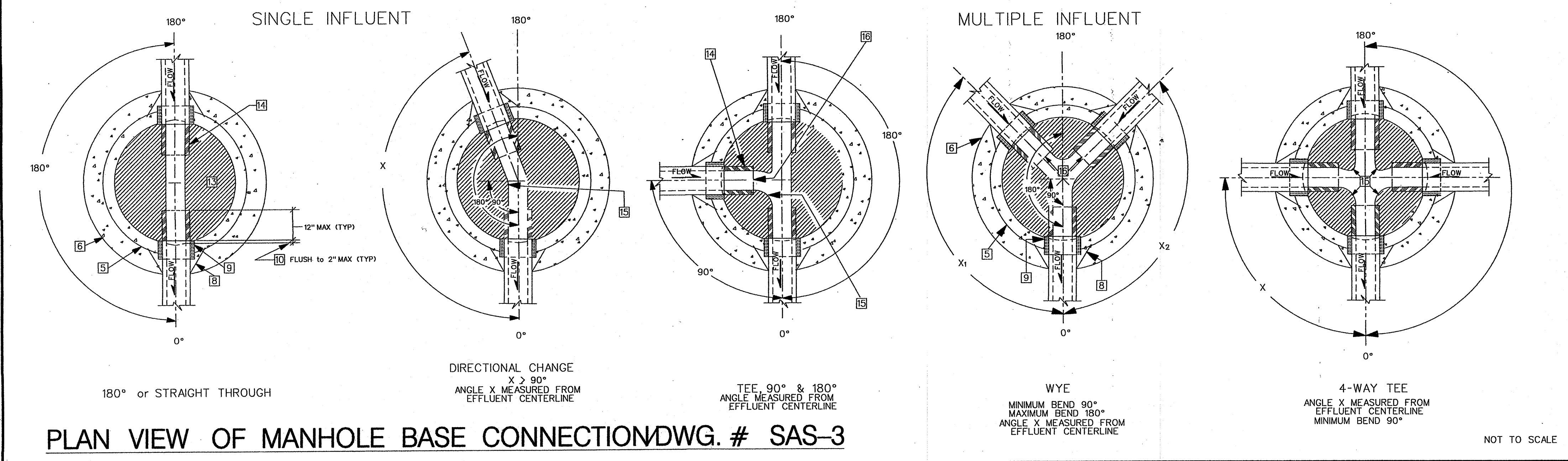
DROP MANHOLE DETAIL DWG. # SAS-1



MANHOLE TYPE "E" DETAIL DWG # SAS-2



MANHOLE TYPE "E" DETAIL DWG # SAS-2



PLAN VIEW OF MANHOLE BASE CONNECTION DWG. # SAS-3

GENERAL NOTES

- CONSTRUCTION REQUIREMENTS**
- CR-1 MATERIALS AND WORK: CURRENT NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (referred to as NM APWA) WITH MODIFICATIONS NOTED BY THE CITY OF SANTA FE.
 - CR-2 APPROVED PLANS: USE PLANS BEARING THE OFFICIAL STAMP OF THE DESIGN ENGINEER AND BEARING THE SIGNATURE OF THE CITY WATER DIVISION OR APPROVED REPRESENTATIVE. CONSTRUCTION PERFORMED WITHOUT APPROVED PLANS WILL BE REJECTED.
 - CR-3 SEWER HOOK-UP PERMIT: OBTAIN PERMITS FOR THE PROJECT BEFORE COMMENCING ANY SEWER CONSTRUCTION. CONSTRUCTION PERFORMED WITHOUT OBTAINING PERMITS SHALL BE REJECTED.
 - A. CONSTRUCTION PLANS SHALL INDICATE THE CLASS OF BEDDING TO BE USED. CHANGE OF BEDDING MAY REQUIRE A CHANGE IN PIPE CLASSIFICATION OR WALL THICKNESS.
 - CR-4 SUBSTITUTIONS OR CHANGES: ALL SUBSTITUTIONS OR CHANGES MUST BE APPROVED BY THE CITY WATER QUALITY DIVISION OR CITY APPROVED REPRESENTATIVE PRIOR TO CONSTRUCTION. ALL SUBSTITUTIONS OR CHANGES MUST BE SUBMITTED BY THE DESIGN ENGINEER TO THE CITY WATER QUALITY DIVISION OR APPROVED REPRESENTATIVE. WHERE APPROPRIATE, SUBMITTAL MUST INCLUDE FABRICATION DRAWINGS, WORKING DRAWINGS AND MATERIAL SPECIFICATIONS OR TEST DATA TO JUSTIFY SUBSTITUTIONS OR CHANGES. DESIGN ENGINEER SHALL AUTHORIZE ANY DRAWINGS FOR SUBSTITUTIONS AND CHANGES AND SUBMIT THEM TO THE CITY WATER QUALITY DIVISION FOR APPROVAL. UNAUTHORIZED SUBMITTALS WILL BE REJECTED.
 - CR-5 MANUFACTURER'S CERTIFICATES: WHEN CERTIFICATES OF COMPLIANCE AND TEST REPORTS ARE REQUIRED FOR MATERIALS, DOCUMENTS SHALL BE SUBMITTED TO THE CITY WATER QUALITY DIVISION OR APPROVED REPRESENTATIVE AT THE TIME OF MATERIALS DELIVERY TO THE JOBSITE.
 - CR-6 CONTRACTOR REQUIREMENTS: CONTRACTOR PERFORMING WORK ON PUBLIC SEWER LINES SHALL BE A LICENSED UTILITY CONTRACTOR.
- INSTALLATION**
- I-1 LAYING PIPE: AS PER SECTION 900, NM APWA PIPE SHALL BE PLACED AND BEDDED IN A FROST FREE TRENCH. GASKET SHALL BE FULLY SEATED AND NOT SLIPPED. PIPE SHALL BE LAID THROUGH MANHOLE LOCATIONS ON STRAIGHT AND UP TO 22 1/2 DEGREE DEFLECTIONS.
 - A. IF PIPE TRENCH INSTALLATION CONFIGURATION EXCEEDS THE LIMITS OF NM APWA STANDARDS, SECTION 700, OR AS DEFINED ON THE CONSTRUCTION PLANS, THE DESIGN ENGINEER WILL SPECIFY THE NEW PIPE CLASSIFICATION OR WALL THICKNESS.
 - B. TYPE I TRENCH CONFIGURATION IS NORMALLY USED WHEN TRENCH DEPTHS ARE 8'(FT.) OR LESS. TYPE II TRENCH CONFIGURATION IS NORMALLY USED WHEN TRENCH DEPTHS ARE 9'(FT.) AND OVER, DEPENDING ON SOIL CONDITIONS. REFER TO NM APWA STANDARDS SECTION 700.
 - I-2 MANHOLE CONSTRUCTION:
 - A. BASE:
 - CAST IN PLACE ON UNDISTURBED FROST FREE SUBGRADE
 - PRECAST UNIT ON FEA GRAVEL WITH COMPLETE EVEN BEARING
 - PRECAST BARREL:
 - JOINTS: FILL COMPLETELY WITH NON-SHRINK GROUT AND TROWEL
 - MANHOLE ADAPTOR: INSTALL OVER PVC PIPE AND FILL IN PENETRATION WITH NON-SHRINK GROUT.
 - CAST IN PLACE BASES: SHALL ACHIEVE A MINIMUM OF 2500 PSI COMPRESSIVE STRENGTH BEFORE SETTING PRECAST BARREL SECTIONS.
 - I-3 EXCAVATION AND BACKFILL: AS PER SECTION 700, NM APWA SATURATION BY FLOODING OR LETTING METHODS IS NOT PERMITTED WITHOUT A SOILS ENGINEERING REPORT RECOMMENDING THESE METHODS. MECHANICAL OR VIBRATORY COMPACTORS SHALL NOT BE USED ON THE BEDDING AND 12"(IN.) OF INITIAL BACKFILL. COMPACTION SHALL BE DETERMINED PER AASHTO T-180.

- CONSTRUCTION MATERIALS**
- CM-1 SEWER PIPE (CERTIFICATES REQUIRED)
 - A. VITRIFIED CLAY: REFER TO SECTION 125, NM APWA FOR EXTRA STRENGTH VCP.
 - B. PLASTIC (PVC): REFER TO SECTION 121, NM APWA AS MODIFIED BY THE CITY.
 - THRU 15" (IN) DIAMETER, ASTM D-3034 OR ASTM F-789 PIPE, MINIMUM PS-46 STRENGTH, SDR-35 OR EQUAL.
 - LARGER THAN 15" (IN) DIAMETER: ASTM F 679 VOL. 08, 04.
 - HDPE PIPE PER ASTM D-1248 CLASS B WHEN APPROVED BY WATER QUALITY DIVISION ENGINEER.
 - PVC RESTRAINED JOINTS: SERIES 1350 OR SERIES 1350 FOR COUPLINGS PRODUCED BY UN-FLANGE CORPORATION LOCATED COUPLINGS WITH NYLON SPLINE, MARKETED AS "YELLOWLINE" AND PRODUCED BY CERTAINTED CORPORATION, OR APPROVED EQUAL.
 - MANHOLE ADAPTERS: ASBESTOS CEMENT (AC) MANHOLE ADAPTERS, OR AC/PVC ADAPTER COUPLINGS.
 - BUILDING SERVICE STUBS: CAST IRON DW, PVC SOI-40 DW.
 - SERVICE CONNECTIONS:
 - VCP PIPE FACTORY TEE FITTINGS: SECTION 125, NM APWA.
 - PVC PIPE: CAST IRON BODIES TAPPING SADDLE WITH STAINLESS STEEL TENSION STRUT FITTINGS FOWLER "QUICKWAY", GENCO, HERSEY "MECH-LOC" OR APPROVED EQUAL.
 - SOIL CLASSIFICATION: THE UNIFIED SOIL CLASSIFICATION SYSTEM PER ASTM D 2487 TABLE 701.3.5 NM APWA.
 - CM-2 MANHOLES:
 - A. CONCRETE MANHOLES: PRECAST REINFORCED CONCRETE RISERS, REDUCING CONES, AND ADJUSTMENT RINGS PER ASTM C 478 VOL. 04, 05. BASES MAY BE FIELD PLACED CONCRETE OR PRECAST CONCRETE PER ASTM C 478 VOL. 04, 05 (CERTIFICATES REQUIRED). CRACKED OR VISIBLY DEFECTIVE UNITS WILL BE REJECTED.
 - PIPE PENETRATIONS: PRECAST UNITS SHALL HAVE SUITABLE SIZED OPENINGS CAST INTO BARREL AT PROPER ANGLES FOR PIPE AND MANHOLE ADAPTERS.
 - MANHOLE STEPS: REFER TO SECTION 920.4.7 NM APWA POLYPROPYLENE ENCASED GRADE 60 STEEL BY M.A. INC. OR APPROVED EQUAL. 14"(IN) WIDE, 16"(IN) MAXIMUM SPACING.
 - FRAMES AND COVERS:
 - CASTING SHALL CONFORM TO SECTION 160, 161 & 162, NM APWA CLASS 308. (CERTIFICATES AND SHOP DRAWINGS REQUIRED)
 - MINIMUM COVER WEIGHT: 165 POUNDS
 - MINIMUM COMBINED WEIGHT: 365 POUNDS 1/2" V.
 - BEARING SURFACES: SHALL BE MATCHED FOR A FIRM NON ROCKING SEAT BETWEEN FRAME AND COVER. MINIMUM SEATING WIDTH: 7/8"(IN.)
 - COATING: NONE
 - COVER LETTERINGS: SANTA FE, N.M. SANITARY SEWER
 - CASTINGS: CAST MANUFACTURER AND MODEL NUMBER ON FRAME AND COVER.
 - CASTINGS TOLERANCE: +/- 1/16"(IN.) PER FOOT OF OVERALL DIMENSION. OUT OF ROUND CASTINGS AND LOOSE FITTING UNITS WILL BE REJECTED IN THE FIELD.
 - CM-3 CONCRETE ENCASEMENT:
 - A. REQUIREMENTS:
 - WHEN THE PIPE COVER IS 36" (IN.) OR LESS.
 - WHEN VITRIFIED CLAY CROSSES AN ARROYO.
 - WHEN A WATER LINE PASSES BELOW OR LESS THAN 18" (IN.) ABOVE THE EXISTING SEWER LINE.
 - WHEN A PARALLEL WATER LINE IS LESS THAN 10'(FT.) HORIZONTALLY AND LESS THAN 2'(FT.) ABOVE THE SEWER LINE.
 - THE SEWER LINE SHALL BE ENCASED IN CONCRETE 6"(IN.) THICK AS DETAILED, AND EXTEND AT LEAST 10'(FT.) ON EACH SIDE OF THE WATER LINE.
- FIELD QUALITY CONTROL**
- FQC-1 TESTING AND INSPECTION:
 - A. SUPERVISION CONDUCTED BY DESIGN ENGINEER.
 - B. CERTIFICATION: DESIGN ENGINEER SHALL CERTIFY THAT THE PROJECT HAS BEEN COMPLETED IN ACCORDANCE TO PLANS & SPECIFICATIONS AND SHALL SUBMIT A CERTIFICATION OF COMPLIANCE STATEMENT WITH STAMP AND SIGNATURE.
 - C. EQUIPMENT AND ASSISTANCE: PROVIDED BY CONTRACTOR.
 - FQC-2 LINE AND GRADE: ALLOWABLE TOLERANCE BETWEEN STRUCTURES FROM DESIGN:
 - A. LINE: 0.20 FOOT
 - B. GRADE: 0.02 FEET; PIPE SHALL NOT HOLD BACK ANY WATER.
 - FQC-3 LEAKAGE TEST: AIR TEST REQUIRED; REFER TO SECTION 901.7 NM APWA.
 - FQC-4 TELEVISION INSPECTION: CONTRACTOR SHALL PROVIDE A CERTIFIED CCTV SEWERLINE INSPECTION AND RECORD TAPES AT HIS OWN EXPENSE.
 - FQC-5 ALL CONNECTIONS TO EXISTING MANHOLES INCLUDES REHABILITATING THE TIE IN MANHOLE TO MEET THESE STANDARD CONSTRUCTION DETAILS.

NOTE: REVISIONS TO THIS SHEET SHALL BE MADE UNDER THE AUTHORITY OF THE CITY OF SANTA FE ONLY.

CONTRACT NO. DACA47-03-D-0012 TASK ORDER NO.3

CITY OF SANTA FE
WATER QUALITY DIVISION

TITLE: SANITARY SEWER
STANDARD CONSTRUCTION DETAILS - A

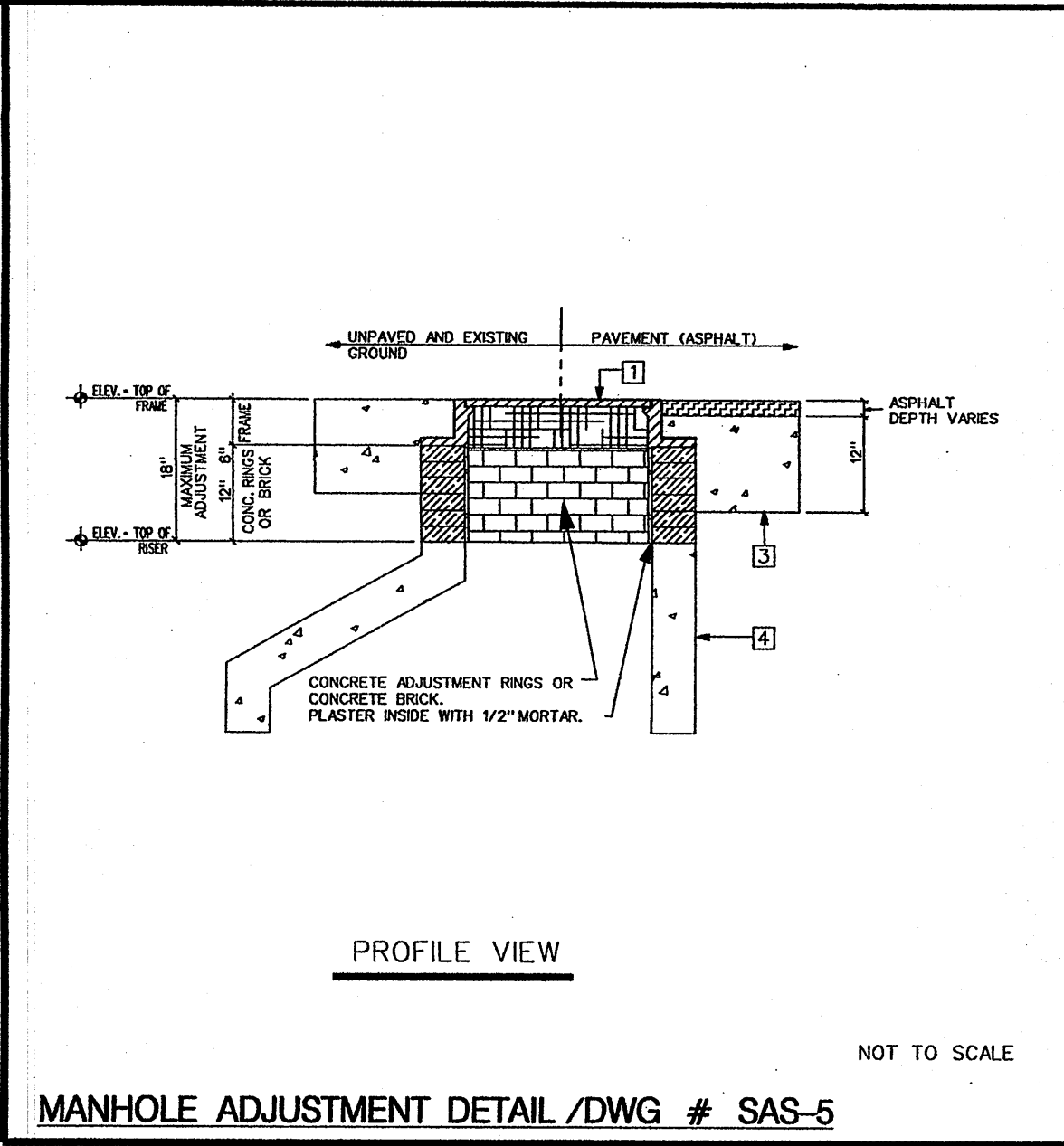
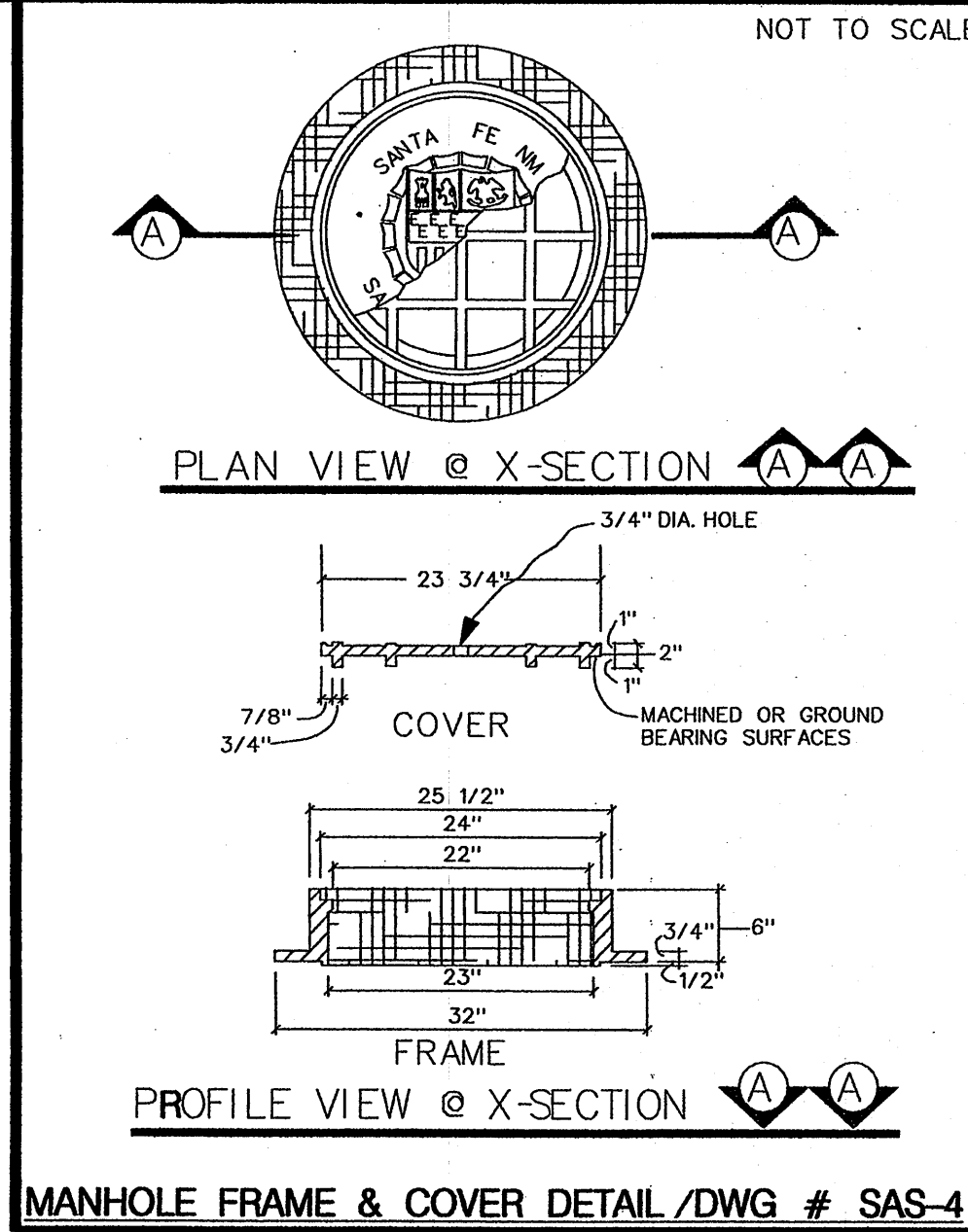
DATE: JULY 1992
DRAWN BY: CHAVEZ
CAD DEDITION BY: G. CHAVEZ
APPROVED BY: E. BROWN

| REVISIONS | FILE # |
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SHEET 6 OF 9

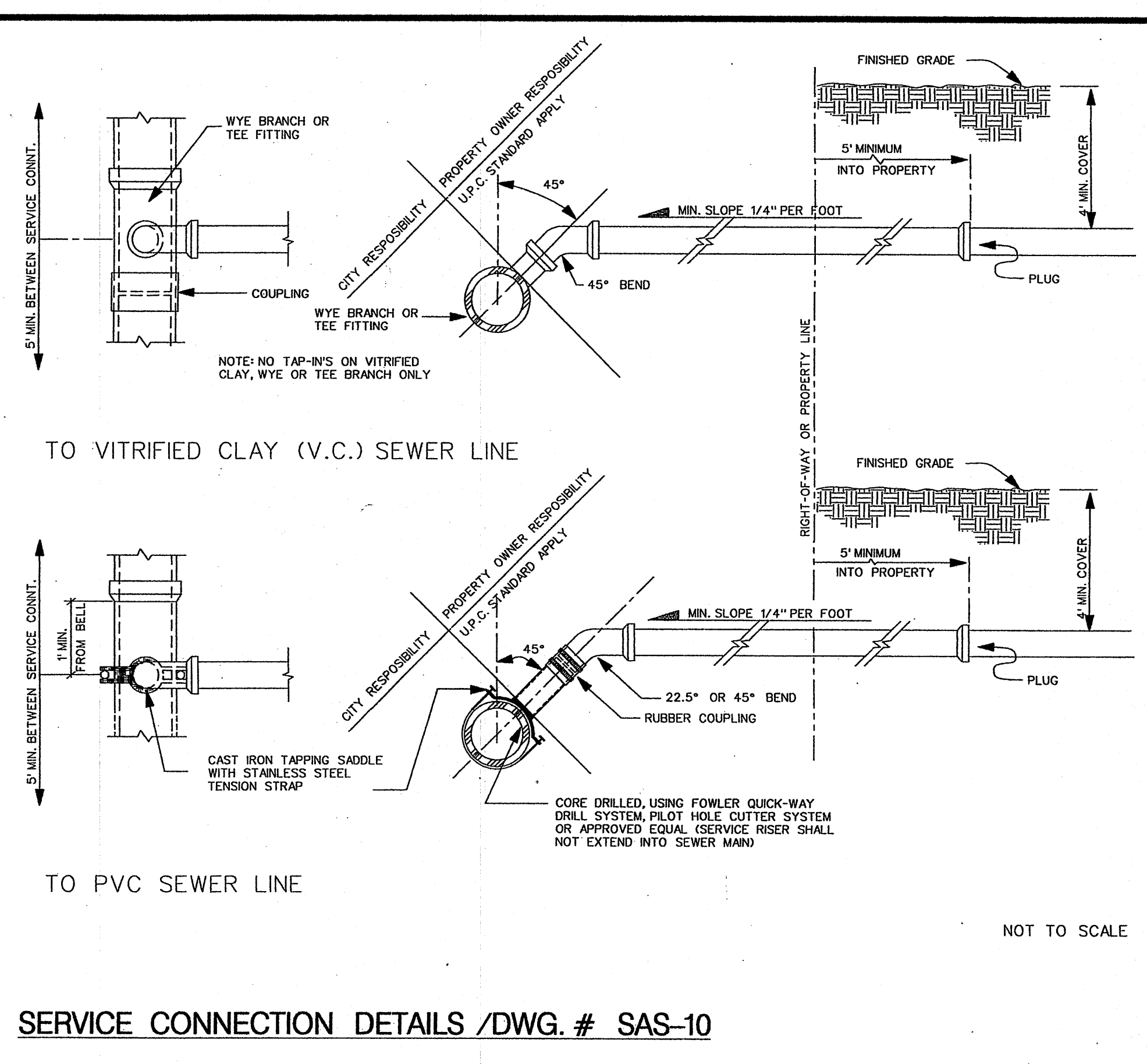
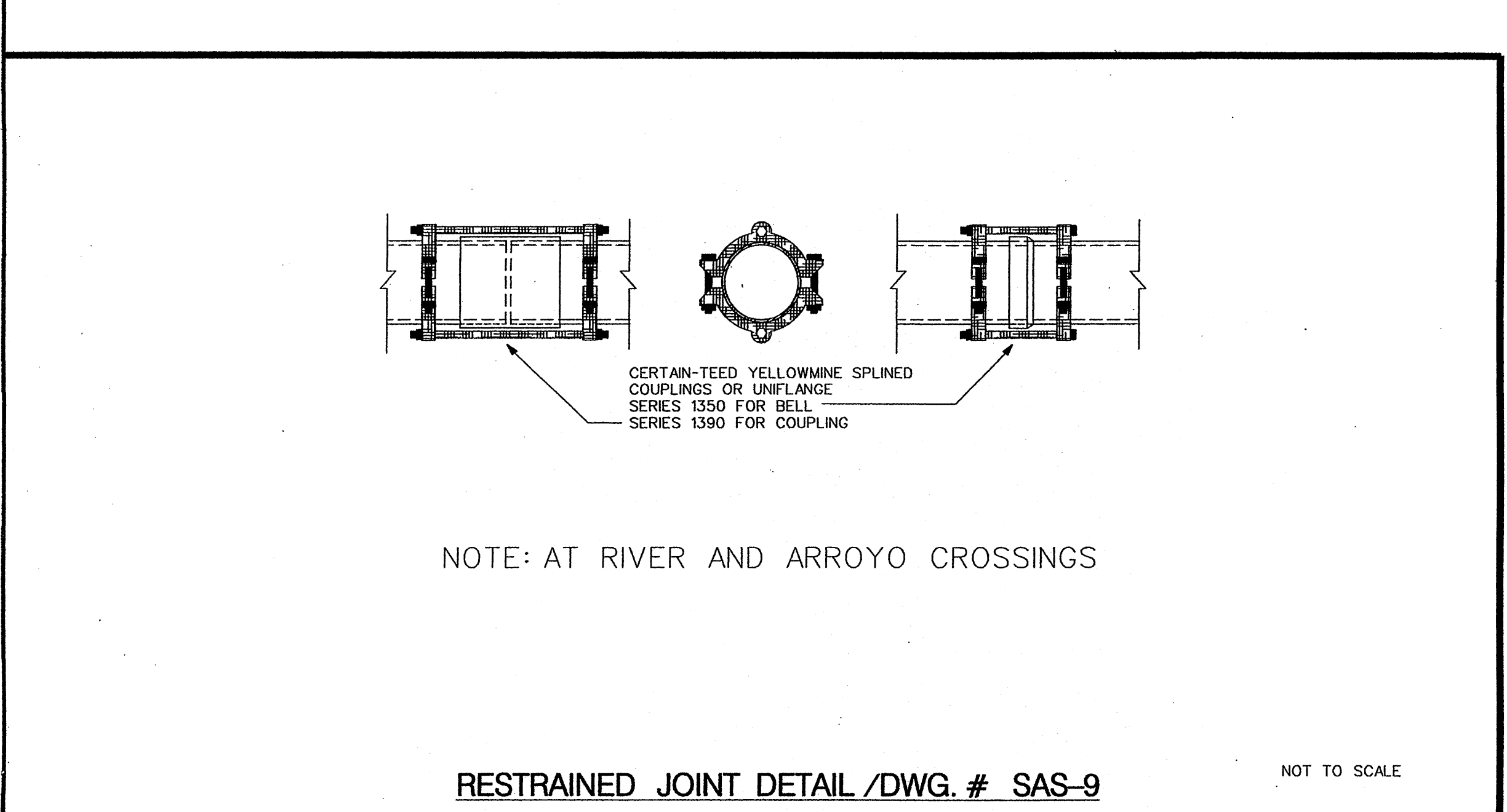
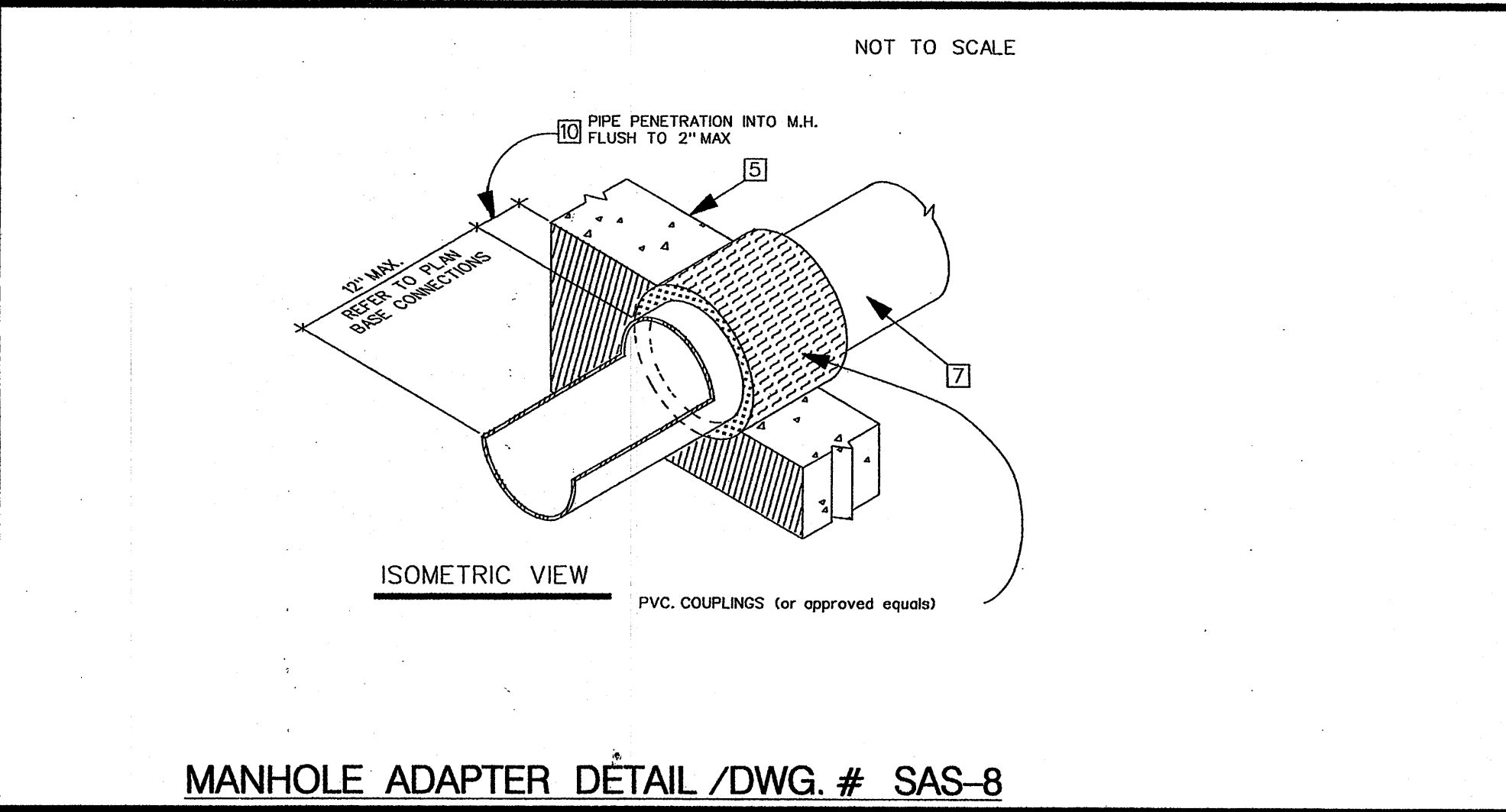
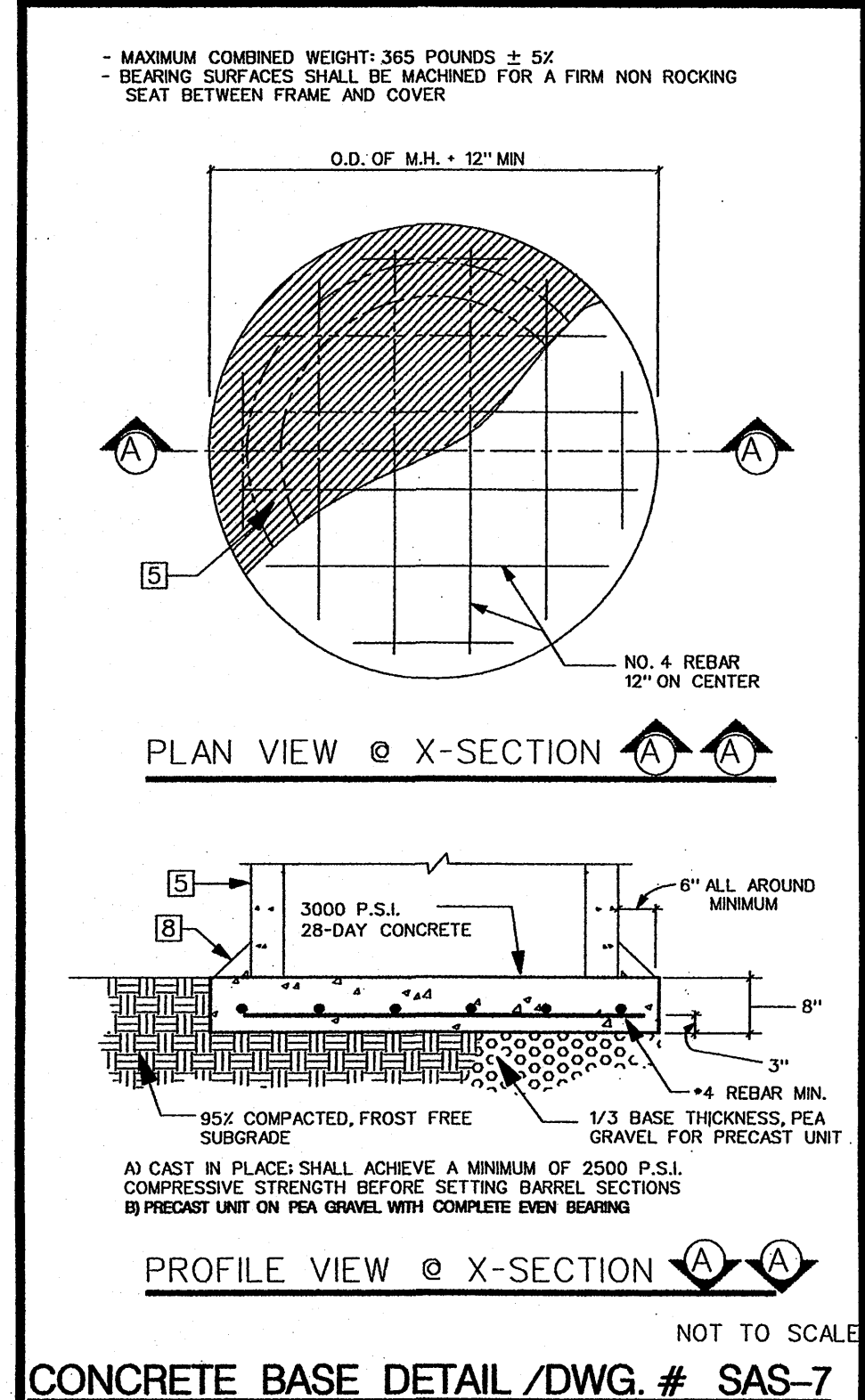
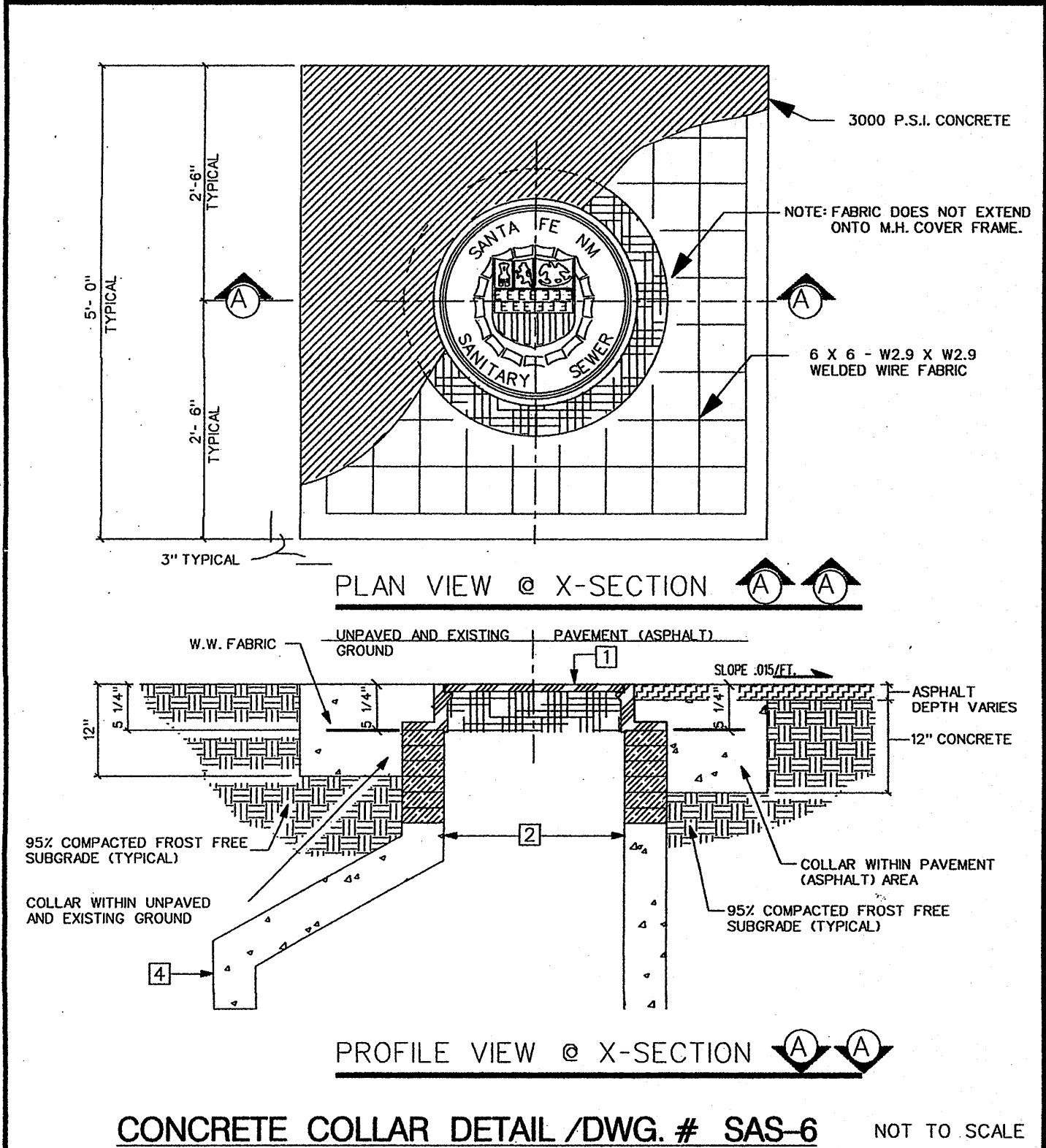
LEGEND

| ITEM | DESCRIPTION |
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| 6 | CONCRETE BASE, refer to concrete base detail Dwg. No. SAS-7 |
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GENERAL NOTES

| CONSTRUCTION REQUIREMENTS | INSTALLATION |
|--|--|
| <p>CR-1 MATERIALS AND WORK: CURRENT NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (referred to as NM APWA) WITH MODIFICATIONS NOTED BY THE CITY OF SANTA FE.</p> <p>CR-2 APPROVED PLANS: USE PLANS BEARING THE OFFICIAL STAMP OF THE DESIGN ENGINEER AND BEARING THE APPROVAL SIGNATURE OF THE CITY WATER QUALITY DIVISION. APPROVED REPRESENTATIVE CONSTRUCTION PERFORMED WITHOUT APPROVED PLANS WILL BE REJECTED.</p> <p>CR-3 SEWER HOOK-UP PERMIT: OBTAIN PERMITS FOR THE PROJECT BEFORE COMMENCING ANY SEWER CONSTRUCTION. CONSTRUCTION PERFORMED WITHOUT OBTAINING PERMITS SHALL BE REJECTED.</p> <p>CR-4 SUBSTITUTIONS OR CHANGES: ALL SUBSTITUTIONS OR CHANGES MUST BE APPROVED BY THE CITY WATER QUALITY DIVISION OR CITY APPROVED REPRESENTATIVE PRIOR TO CONSTRUCTION. ALL SUBSTITUTIONS OR CHANGES MUST BE SUBMITTED BY THE DESIGN ENGINEER TO THE CITY WATER QUALITY DIVISION OR APPROVED REPRESENTATIVE WHERE APPROPRIATE. SUBMITTALS MUST INCLUDE FABRICATION DRAWINGS, WORKING DRAWINGS AND MATERIAL SPECIFICATIONS OR TEST DATA TO JUSTIFY SUBSTITUTIONS OR CHANGES. DESIGN ENGINEER SHALL AUTHORIZE ANY DRAWINGS FOR SUBSTITUTIONS AND CHANGES AND SUBMIT THEM TO THE CITY WATER QUALITY DIVISION FOR APPROVAL. UNAUTHORIZED SUBMITTALS WILL BE REJECTED.</p> <p>CR-5 MANUFACTURER'S CERTIFICATES: WHEN CERTIFICATES OF COMPLIANCE AND TEST REPORTS ARE REQUIRED FOR MATERIALS, DOCUMENTS SHALL BE SUBMITTED TO THE CITY WATER QUALITY DIVISION OR APPROVED REPRESENTATIVE AT THE TIME OF MATERIALS DELIVERY TO THE JOBSITE.</p> <p>CR-6 CONTRACTOR REQUIREMENTS: CONTRACTOR PERFORMING WORK ON PUBLIC SEWER LINES SHALL BE A LICENSED UTILITY CONTRACTOR.</p> | <p>I-1 LAYING PIPE: AS PER SECTION 900, NM APWA PIPE SHALL BE PLACED AND BEDDED IN A FROST FREE TRENCH GASKET SHALL BE FULLY SEATED AND NOT SLIPPED PIPE SHALL BE LAID THROUGH MANHOLE LOCATIONS ON STRAIGHT AND UP TO 22 1/2 DEGREE DEFLECTIONS.</p> <p>A. IF PIPE TRENCH INSTALLATION CONFIGURATION EXCEEDS THE LIMITS OF NM APWA STANDARDS, SECTION 700, OR AS DEFINED ON THE CONSTRUCTION PLANS, THE DESIGN ENGINEER WILL SPECIFY THE NEW PIPE CLASSIFICATION OR WALL THICKNESS.</p> <p>B. TYPE I TRENCH CONFIGURATION IS NORMALLY USED WHEN TRENCH DEPTHS ARE 9'(FT.) OR LESS. TYPE II TRENCH CONFIGURATION IS NORMALLY USED WHEN TRENCH DEPTHS ARE 9'(FT.) AND OVER. DEPENDING ON SOIL CONDITIONS. REFER TO NM APWA STANDARDS SECTION 700.</p> <p>I-2 MANHOLE CONSTRUCTION:</p> <p>A. BASE:</p> <ol style="list-style-type: none"> 1. CAST IN PLACE ON UNDISTURBED FROST FREE SUBGRADE 2. PRECAST UNIT ON PEA GRAVEL WITH COMPLETE EVEN BEARING <p>B. PRECAST BARREL:</p> <ol style="list-style-type: none"> 1. JOINTS: FILL COMPLETELY WITH NON-SHRINK GROUT AND TROWEL 2. MANHOLE ADAPTERS INSTALL OVER PVC PIPE AND FILL IN PENETRATION WITH NON-SHRINK GROUT. 3. CAST IN PLACE BASES SHALL ACHIEVE A MINIMUM OF 2500 PSI COMPRESSIVE STRENGTH BEFORE SETTING PRECAST BARREL SECTIONS. <p>I-3 EXCAVATION AND BACKFILL: AS PER SECTION 700, NM APWA SATURATION BY FLOODING OR JETTING METHODS IS NOT PERMITTED WITHOUT A SOILS ENGINEERING REPORT RECOMMENDING THESE METHODS. MECHANICAL OR VIBRATORY COMPACTORS SHALL NOT BE USED ON THE BEDDING AND 12"(IN) OF INITIAL BACKFILL. COMPACTION SHALL BE DETERMINED PER AASHTO T-180.</p> |



CONSTRUCTION MATERIALS

CM-1 SEWER PIPE: (CERTIFICATES REQUIRED)

1. VITRIFIED CLAY: REFER TO SECTION 125, NM APWA FOR EXTRA STRENGTH PVC.
2. PLASTIC (PVC): REFER TO SECTION 121, NM APWA AS MODIFIED BY THE CITY.
3. 4" THRU 12" (6" O.D.) DIAMETER, ASTM D-3034 OR ASTM F-799 PIPE, MINIMUM PS-46 STRENGTH, SDR-35 OR EQUAL.
4. LARGER THAN 15" (6" O.D.) DIAMETER: ASTM F 679 VOL. 08.04.
5. HDPE PIPE PER ASTM D-1248 CLASS III WHEN APPROVED BY WATER QUALITY DIVISION ENGINEER.
6. PVC RESTRAINED JOINTS: SERIES 1350 OR SERIES 1390 FOR COUPLINGS PRODUCED BY UNI-FLANGE CORPORATION, LONG COUPLINGS WITH NYLON SPLINE, MARKETED AS "YELLOWMINE" AND PRODUCED BY CERTAINTED CORPORATION, OR APPROVED EQUAL.
7. MANHOLE ADAPTERS: ASBESTOS CEMENT (AC) MANHOLE ADAPTERS, OR AC/PVC ADAPTER COUPLINGS.
8. BUILDING SERVICE STUBS: CAST IRON DWV, PVC SCH. 40 DWV.
9. SERVICE CONNECTIONS:
 1. VCP PIPE: FACTORY TEE FITTINGS.
 2. VCP PIPE: CAST IRON BODIES TAPPING SADDLE WITH STAINLESS STEEL TENSION STRAP AND FITTINGS: FOWLER "QUICKWAY" GENCO, HERSEY "PIONEER" OR APPROVED EQUAL.
10. SOIL CLASSIFICATION: THE USED SOIL CLASSIFICATION SYSTEM PER ASTM D 2487 TABLE 701.3.5 NM APWA.

CM-2 MANHOLES:

1. CONCRETE MANHOLES: PRECAST REINFORCED CONCRETE RISERS, REDUCING CONES, AND ADJUSTMENT RINGS PER ASTM C 478 VOL. 04.05. BASES MAY BE FIELD PLACED CONCRETE OR PRECAST CONCRETE PER ASTM C 478 VOL. 04.05 (CERTIFICATES REQUIRED). CRACKED OR VISIBLY DEFECTIVE UNITS WILL BE REJECTED.
2. PIPE PENETRATIONS: PRECAST UNITS SHALL HAVE SUITABLE SIZED OPENINGS CAST INTO BARREL AT PROPER ANGLES FOR PIPE AND MANHOLE ADAPTERS.
3. MANHOLE STEPS: REFER TO SECTION 920.4.7 NM APWA POLYPROPYLENE ENCASED GRADE 60 STEEL BY M.A. INC. OR APPROVED EQUAL: 14"(IN.) WIDE, 18"(IN.) MAXIMUM SPACING.
4. FRAMES AND COVERS:
 1. CASTINGS SHALL CONFORM TO SECTION 160, 161 & 162, NM APWA CLASS 308. (CERTIFICATES AND SHOP DRAWINGS REQUIRED)
 2. MINIMUM COVER WEIGHT: 165 POUNDS
 3. MINIMUM COMBINED WEIGHT: 365 POUNDS
 4. BEARING SURFACES: SHALL BE MATCHED FOR A FIRM NON ROCKING SEAT BETWEEN FRAME AND COVER. MINIMUM SEATING WIDTH: 7/8"(IN.)
 5. COATING: NONE
 6. COVER LETTERINGS: SANTA FE, N.M. SANITARY SEWER
 7. CASTINGS: CAST MANUFACTURER AND MODEL NUMBER ON FRAME AND COVER.
 8. CASTINGS TOLERANCE: ± 1/16"(IN.) PER FOOT OF OVERALL DIMENSION. OUT OF ROUND CASTINGS AND LOOSE FITTING UNITS WILL BE REJECTED IN THE FIELD.

CM-3 CONCRETE ENCASUREMENT:

1. REQUIREMENTS:
 1. WHEN THE PIPE COVER IS 36" (IN.) OR LESS.
 2. WHEN VITRIFIED CLAY CROSSES AN ARROYO.
 3. WHEN A WATER LINE PASSES BELOW OR LESS THAN 8" (IN.) ABOVE THE EXISTING SEWER LINE.
 4. WHEN A PARALLEL WATER LINE IS LESS THAN 18"(FT.) HORIZONTALLY AND LESS THAN 2'(FT.) ABOVE THE SEWER LINE.
 5. THE SEWER LINE SHALL BE ENCASED IN CONCRETE 6"(IN.) THICK AS DETAIL, AND EXTEND AT LEAST 10'(FT.) ON EACH SIDE OF THE WATER LINE.

FIELD QUALITY CONTROL

FQC-1 TESTING AND INSPECTION:

1. SUPERVISION: CONDUCTED BY DESIGN ENGINEER.
2. CERTIFICATION: DESIGN ENGINEER SHALL CERTIFY THAT THE PROJECT HAS BEEN COMPLETED IN ACCORDANCE TO PLANS & SPECIFICATIONS AND SHALL SUBMIT A CERTIFICATION OF COMPLIANCE STATEMENT WITH STAMP AND SIGNATURE.

FQC-2 LINE AND GRADE: ALLOWABLE TOLERANCE BETWEEN STRUCTURES FROM DESIGN:

1. LINE: 0.20 FOOT
2. GRADE: 0.02 FOOT: PIPE SHALL NOT HOLD BACK ANY WATER.

FQC-3 LEAKAGE TEST: AIR TEST REQUIRED: REFER TO SECTION 901.7 NM APWA.

FQC-4 TELEVISION INSPECTION: CONTRACTOR SHALL PROVIDE A CERTIFIED CCTV SEWERLINE INSPECTION AND RECORD TAPES AT HIS OWN EXPENSE.

FQC-5 ALL CONNECTIONS TO EXISTING MANHOLES INCLUDES REHABILITATING THE TIE IN MANHOLE TO MEET THESE STANDARD CONSTRUCTION DETAILS.

NOTE: REVISIONS TO THIS SHEET SHALL BE MADE UNDER THE AUTHORITY OF THE CITY OF SANTA FE ONLY.

CONTRACT NO. DAC47-03-D-0012 TASK ORDER NO. 3

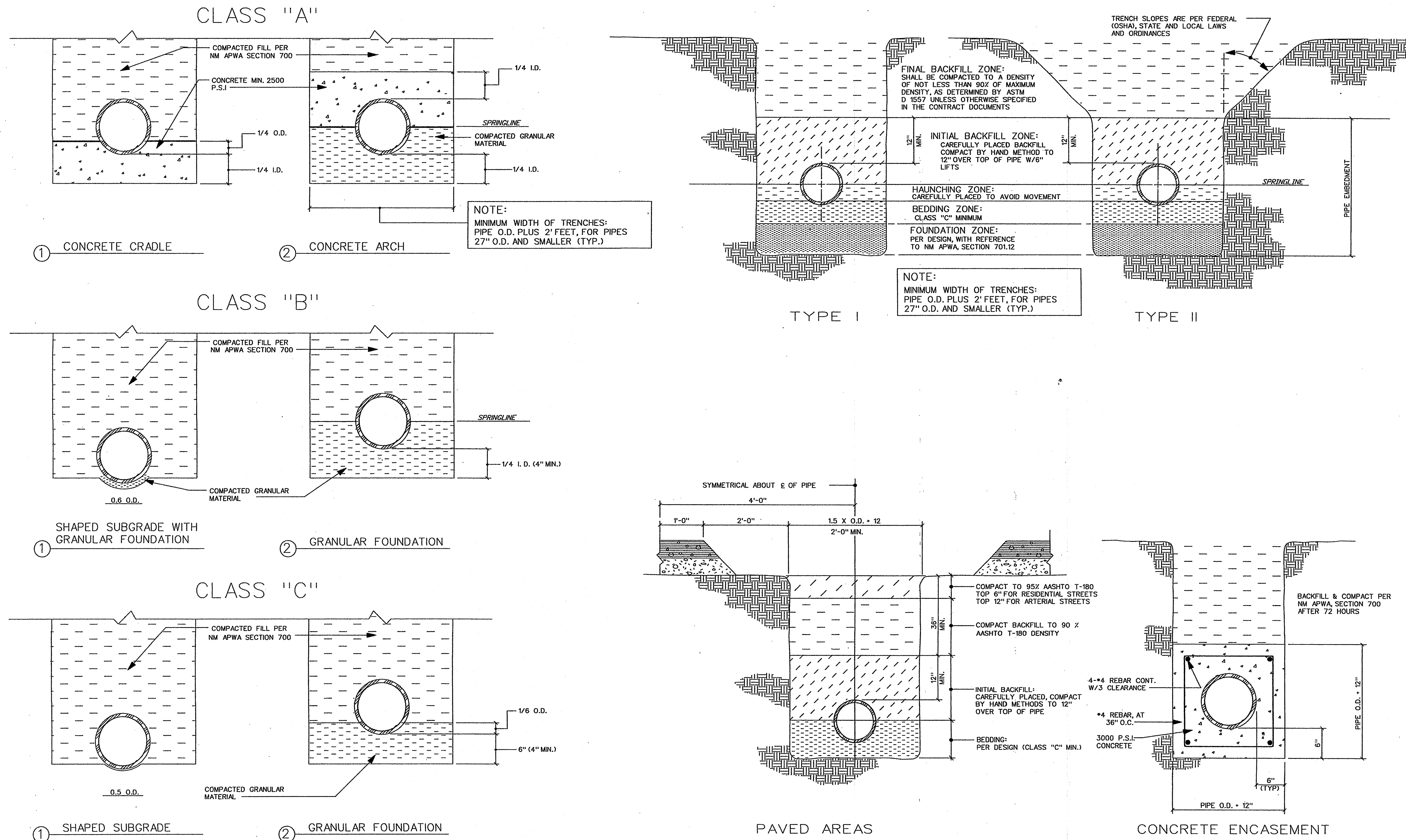
CITY OF SANTA FE WATER QUALITY DIVISION

TITLE: SANITARY SEWER STANDARD CONSTRUCTION DETAILS - B

| DATE | REVISIONS | FILE # |
|-----------------------------|-----------|-----------------------------|
| DATE: JULY 1992 | | FILE # E:\AUTO\DWG\SCSD22-4 |
| DRAWN BY: G. CHAVEZ | 8-3-92 | |
| CADD REVISION BY: G. CHAVEZ | 12-10-92 | |
| APPROVED BY: E. BROWN | 11-16-94 | |

SHEET 7 OF 9

TRENCH BEDDING AND INSTALLATION DETAILS /DWG. # SAS-11

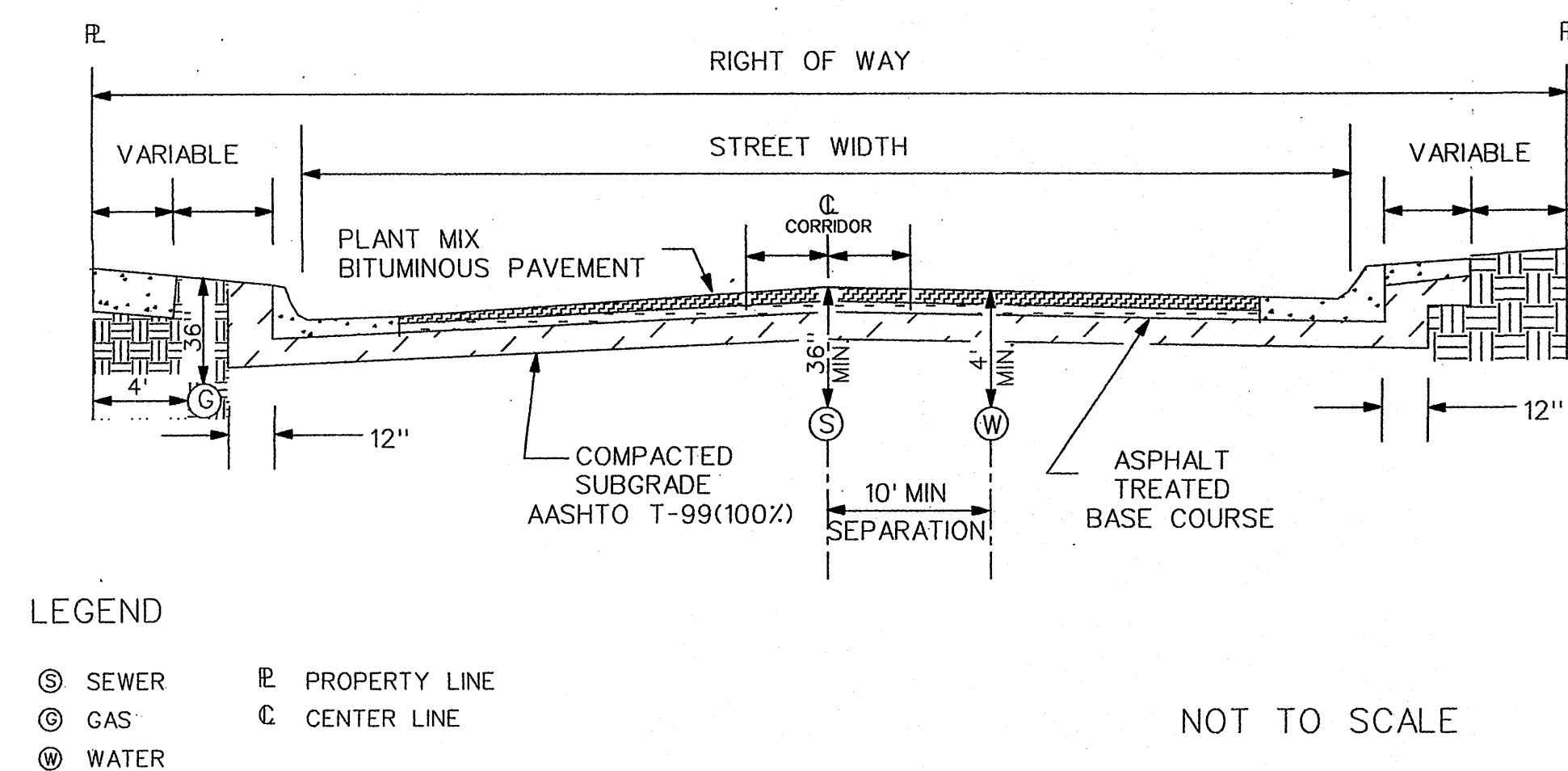


GENERAL NOTES

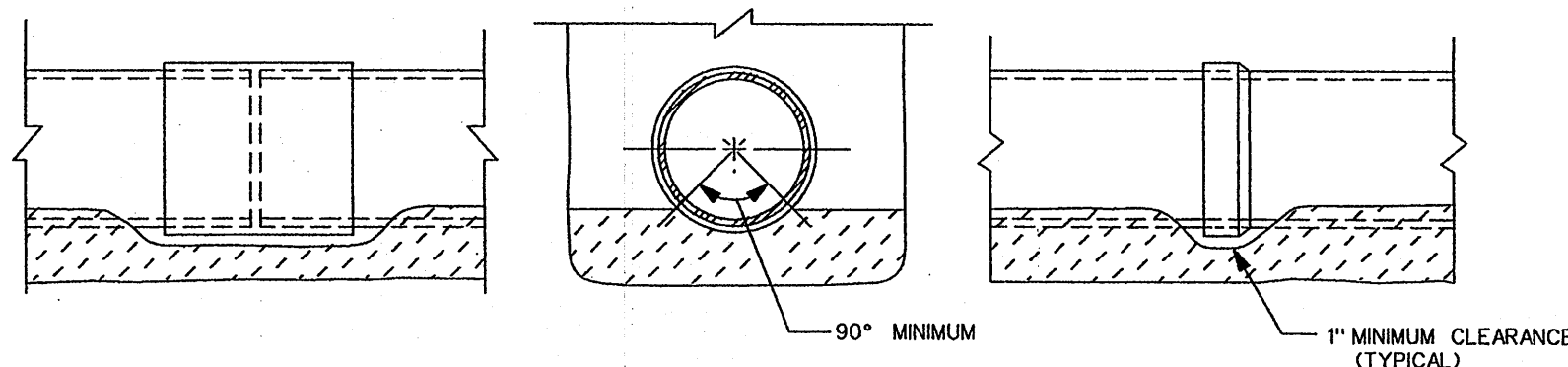
- CONSTRUCTION REQUIREMENTS**
- CR-1 MATERIALS AND WORK: CURRENT NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (referred to as NM APWA) WITH MODIFICATIONS NOTED BY THE CITY OF SANTA FE.
 - CR-2 APPROVED PLANS: USE PLANS BEARING THE OFFICIAL STAMP OF THE DESIGN ENGINEER AND BEARING THE APPROVAL SIGNATURE OF THE CITY WATER QUALITY DIVISION OR APPROVED REPRESENTATIVE. CONSTRUCTION PERFORMED WITHOUT APPROVED PLANS WILL BE REJECTED.
 - CR-3 SEWER HOOK-UP PERMIT: OBTAIN PERMITS FOR THE PROJECT BEFORE COMMENCING ANY SEWER CONSTRUCTION. CONSTRUCTION PERFORMED WITHOUT OBTAINING PERMITS SHALL BE REJECTED.
 - CR-4 SUBSTITUTIONS OR CHANGES: ALL SUBSTITUTIONS OR CHANGES MUST BE APPROVED BY THE CITY WATER QUALITY DIVISION OR CITY APPROVED REPRESENTATIVE PRIOR TO CONSTRUCTION. ALL SUBSTITUTIONS OR CHANGES MUST BE SUBMITTED BY THE DESIGN ENGINEER TO THE CITY WATER QUALITY DIVISION OR APPROVED REPRESENTATIVE, WHERE APPROPRIATE. SUBMITTALS MUST INCLUDE FABRICATION DRAWINGS, WORKING DRAWINGS AND MATERIAL SPECIFICATIONS OR TEST DATA TO JUSTIFY SUBSTITUTIONS OR CHANGES. DESIGN ENGINEER SHALL AUTHORIZE ANY DRAWINGS FOR SUBSTITUTIONS AND CHANGES AND SUBMIT THEM TO THE CITY WATER QUALITY DIVISION FOR APPROVAL. UNAUTHORIZED SUBMITTALS WILL BE REJECTED.
 - CR-5 MANUFACTURER'S CERTIFICATES: WHEN CERTIFICATES OF COMPLIANCE AND TEST REPORTS ARE REQUIRED FOR MATERIALS, DOCUMENTS SHALL BE SUBMITTED TO THE CITY WATER QUALITY DIVISION OR APPROVED REPRESENTATIVE AT THE TIME OF MATERIALS DELIVERY TO THE JOBSITE.
 - CR-6 CONTRACTOR REQUIREMENTS: CONTRACTOR PERFORMING WORK ON PUBLIC SEWER LINES SHALL BE A LICENSED UTILITY CONTRACTOR.
- INSTALLATION**
- I-1 LAYING PIPE: AS PER SECTION 900, NM APWA PIPE SHALL BE PLACED AND BEDDED IN A FROST FREE TRENCH GASKET SHALL BE FULLY SEATED AND NOT SUPPED; PIPE SHALL BE LAD, THROUGH MANHOLE LOCATIONS ON STRAIGHT AND UP TO 22 1/2 DEGREE DEFLECTIONS.
 - A. IF PIPE TRENCH INSTALLATION CONFIGURATION EXCEEDS THE LIMITS OF NM APWA STANDARDS, SECTION 700, OR AS DEFINED ON THE CONSTRUCTION PLANS, THE DESIGN ENGINEER WILL SPECIFY THE NEW PIPE CLASSIFICATION OR WALL THICKNESS.
 - B. TYPE I TRENCH CONFIGURATION IS NORMALLY USED WHEN TRENCH DEPTHS ARE 8'(FT.) OR LESS. TYPE II TRENCH CONFIGURATION IS NORMALLY USED WHEN TRENCH DEPTHS ARE 9'(FT.) AND OVER, DEPENDING ON SOIL CONDITIONS. REFER TO NM APWA STANDARDS SECTION 700.
 - I-2 MANHOLE CONSTRUCTION:
 - A. BASE:
 1. CAST IN PLACE: ON UNDISTURBED FROST FREE SUBGRADE
 2. PRECAST UNIT: ON PEA GRAVEL WITH COMPLETE EVEN BEARING
 - B. PRECAST BARREL:
 1. JOINTS: FILL COMPLETELY WITH NON-SHRINK GROUT AND TROWEL
 2. MANHOLE ADAPTOR: INSTALL OVER PVC PIPE AND FILL IN PENETRATION WITH NON-SHRINK GROUT.
 3. CAST IN PLACE PRECAST SHALL ACHIEVE A MINIMUM OF 2500 P.S.I. COMPRESSIVE STRENGTH BEFORE SETTING PRECAST BARREL SECTIONS.
 - I-3 EXCAVATION AND BACKFILL: AS PER SECTION 700, NM APWA SATURATION BY FLOODING OR JETTING METHODS IS NOT PERMITTED WITHOUT A SOILS ENGINEERING REPORT RECOMMENDING THESE METHODS. MECHANICAL OR VIBRATORY COMPACTORS SHALL NOT BE USED ON THE BEDDING AND 12"(IN.) OF INITIAL BACKFILL. COMPACTION SHALL BE DETERMINED PER AASHTO T-180.

- CONSTRUCTION MATERIALS**
- CM-1 SEWER PIPE (CERTIFICATES REQUIRED)
 - A. VITRIFIED CLAY: REFER TO SECTION 125, NM APWA FOR EXTRA STRENGTH VCP.
 - B. PLASTIC (PVC): REFER TO SECTION 121, NM APWA AS MODIFIED BY THE CITY.
 1. 4" THRU 15" (IN.) DIAMETER, ASTM D-3034 OR ASTM F-789 PIPE, MINIMUM PS-46 STRENGTH, SDR-35 OR EQUIV.
 2. LARGER THAN 15" (IN.) DIAMETER: ASTM F 679 VCP, 08.04.
 - C. HDPE PIPE PER ASTM D-1248 CLASS III WHEN APPROVED BY WATER QUALITY DIVISION ENGINEER.
 - D. PVC RESTRAINED JOINTS: SERIES 1350 OR SERIES 1300 FOR COUPLINGS PRODUCED BY UNPLANCE CORPORATION, LOCKING COUPLINGS WITH NYLON SPLINE, MARKETED AS "YELLOWLINE" AND PRODUCED BY CERTAINTED CORPORATION, OR APPROVED EQUAL.
 - E. MANHOLE ADAPTERS: ASBESTOS CEMENT (AC) MANHOLE ADAPTERS, OR AC/PVC ADAPTER COUPLINGS.
 - F. BUILDING SERVICE STUBS: CAST IRON DWV, PVC SCH. 40 DWV.
 - G. SERVICE CONNECTIONS:
 1. VCP PIPE: FACTORY TEE FITTINGS: SECTION 125 NM APWA.
 2. PVC PIPE: CAST IRON BODIES TAPPING SADDLE WITH STAINLESS STEEL TENSION STRAP AND FITTINGS: FOWLER "QUICKWAY" (GENCO, HERSEY) "PIONEER" OR APPROVED EQUAL.
 - H. SOIL CLASSIFICATION: THE UNIFIED SOIL CLASSIFICATION SYSTEM PER ASTM D 2487 TABLE 70.3.5 NM APWA.
 - CM-2 MANHOLES:
 - A. CONCRETE MANHOLES: PRECAST REINFORCED CONCRETE RISERS, REDUCING CONES, AND ADJUSTMENT RINGS PER ASTM C 478 VOL. 04.05. BASES MAY BE FIELD PLACED CONCRETE OR PRECAST CONCRETE PER ASTM C 478 VOL. 04.05 (CERTIFICATES REQUIRED). CRACKED OR VISIBLY DEFECTIVE UNITS WILL BE REJECTED.
 - B. PIPE PENETRATIONS: PRECAST UNITS SHALL HAVE SUITABLE SIZED OPENINGS CAST INTO BARREL AT PROPER ANGLES FOR PIPE AND MANHOLE ADAPTERS.
 - C. MANHOLE STEPS: REFER TO SECTION 920.4.7 NM APWA POLYPROPYLENE ENCASED GRADE 80 STEEL BY M.A. INC. OR APPROVED EQUAL: 14"(IN.) WIDE, 16"(IN.) MAXIMUM SPACING.
 - D. FRAMES AND COVERS:
 1. CASTING: SHALL CONFORM TO SECTION 160, 161 & 162, NM APWA CLASS 308 (CERTIFICATES AND SHOP DRAWINGS REQUIRED)
 2. MINIMUM COVER WEIGHT: 165 POUNDS
 3. MINIMUM COMBINED WEIGHT: 365 POUNDS
 4. BEARING SURFACES: SHALL BE MATCHED FOR A FIRM NON ROCKING SEAT BETWEEN FRAME AND COVER. MINIMUM SEATING WIDTH: 7/8"(IN.)
 5. COATING: NONE
 6. COVER LETTERINGS: SANTA FE, N.M. SANITARY SEWER
 7. CASTINGS: CAST MANUFACTURER AND MODEL NUMBER ON FRAME AND COVER
 8. CASTINGS TOLERANCE: +/- 1/16"(IN.) PER FOOT OF OVERALL DIMENSION. OUT OF ROUND CASTINGS AND LOOSE FITTING UNITS WILL BE REJECTED IN THE FIELD.
 - CM-3 CONCRETE ENCASEMENT:
 - A. REQUIREMENTS:
 1. WHEN THE PIPE COVER IS 36" (IN.) OR LESS.
 2. WHEN VITRIFIED CLAY CROSSES AN ARROYO.
 3. WHEN A WATER LINE PASSES BELOW OR LESS THAN 18" (IN.) ABOVE THE EXISTING SEWER LINE.
 4. WHEN A PARALLEL WATER LINE IS LESS THAN 10'(FT.) HORIZONTALLY AND LESS THAN 2'(FT.) ABOVE THE SEWER LINE.
 5. THE SEWER LINE SHALL BE ENCASED IN CONCRETE 6"(IN.) THICK AS DETAILED, AND EXTEND AT LEAST 10'(FT.) ON EACH SIDE OF THE WATER LINE.
- FIELD QUALITY CONTROL**
- FQC-1 TESTING AND INSPECTION:
 - A. SUPERVISION CONDUCTED BY DESIGN ENGINEER.
 - B. CERTIFICATION: DESIGN ENGINEER SHALL CERTIFY THAT THE PROJECT HAS BEEN COMPLETED IN ACCORDANCE TO PLANS & SPECIFICATIONS AND SHALL SUBMIT A CERTIFICATION OF COMPLIANCE STATEMENT WITH STAMP AND SIGNATURE.
 - C. EQUIPMENT AND ASSISTANCE: PROVIDED BY CONTRACTOR.
 - FQC-2 LINE AND GRADE: ALLOWABLE TOLERANCE BETWEEN STRUCTURES FROM DESIGN:
 - A. LINE: 0.20 FOOT
 - B. GRADE: 0.02 FOOT; PIPE SHALL NOT HOLD BACK ANY WATER.
 - FQC-3 LEAKAGE TEST: AIR TEST REQUIRED; REFER TO SECTION 901.7 NM APWA.
 - FQC-4 TELEVISION INSPECTION: CONTRACTOR SHALL PROVIDE A CERTIFIED CCTV SEWERLINE INSPECTION AND RECORD TAPES AT HIS OWN EXPENSE.
 - FQC-5 ALL CONNECTIONS TO EXISTING MANHOLES INCLUDES REHABILITATING THE TEE IN MANHOLE TO MEET THESE STANDARD CONSTRUCTION DETAILS.
- NOTE: REVISIONS TO THIS SHEET SHALL BE MADE UNDER THE AUTHORITY OF THE CITY OF SANTA FE ONLY.

TYPICAL UTILITIES SEPARATION DETAIL /DWG. # SAS-12



BELL OR COUPLING INSTALLATION DETAIL /DWG. # SAS-13



CONTRACT NO. DCA47-03-D-0012 TASK ORDER NO.3

CITY OF SANTA FE WATER QUALITY DIVISION

TITLE: SANITARY SEWER STANDARD CONSTRUCTION DETAILS - C

DATE: JULY 1992

DRAWN BY: G. CHAVEZ

CADD REVISION BY: G. CHAVEZ

APPROVED BY: E. BROWN

REVISIONS

| | | |
|--------|----------|----------|
| 8-4-92 | 12-14-92 | 11-16-94 |
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FILE # E:\AUTO\DWG\SCD3-4

SHEET 8 OF 9

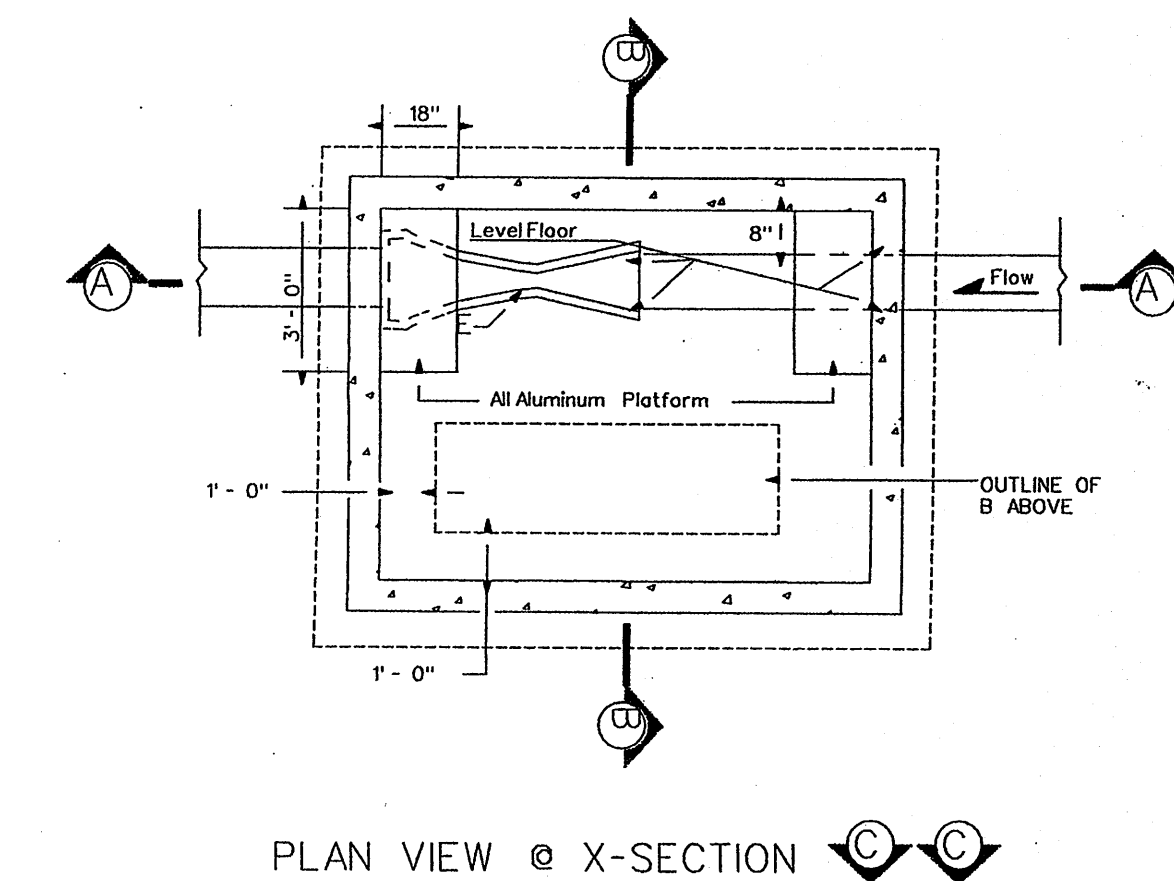
| Pipe Size | Required Inlet Slope |
|-----------|----------------------|
| 4 in. | 0.0060 ft/ft |
| 6 | 0.0050 |
| 8 | 0.0040 |
| 10 | 0.0028 |
| 12 | 0.0022 |
| 15 | 0.0015 |
| 18 | 0.0012 |

GENERAL NOTES

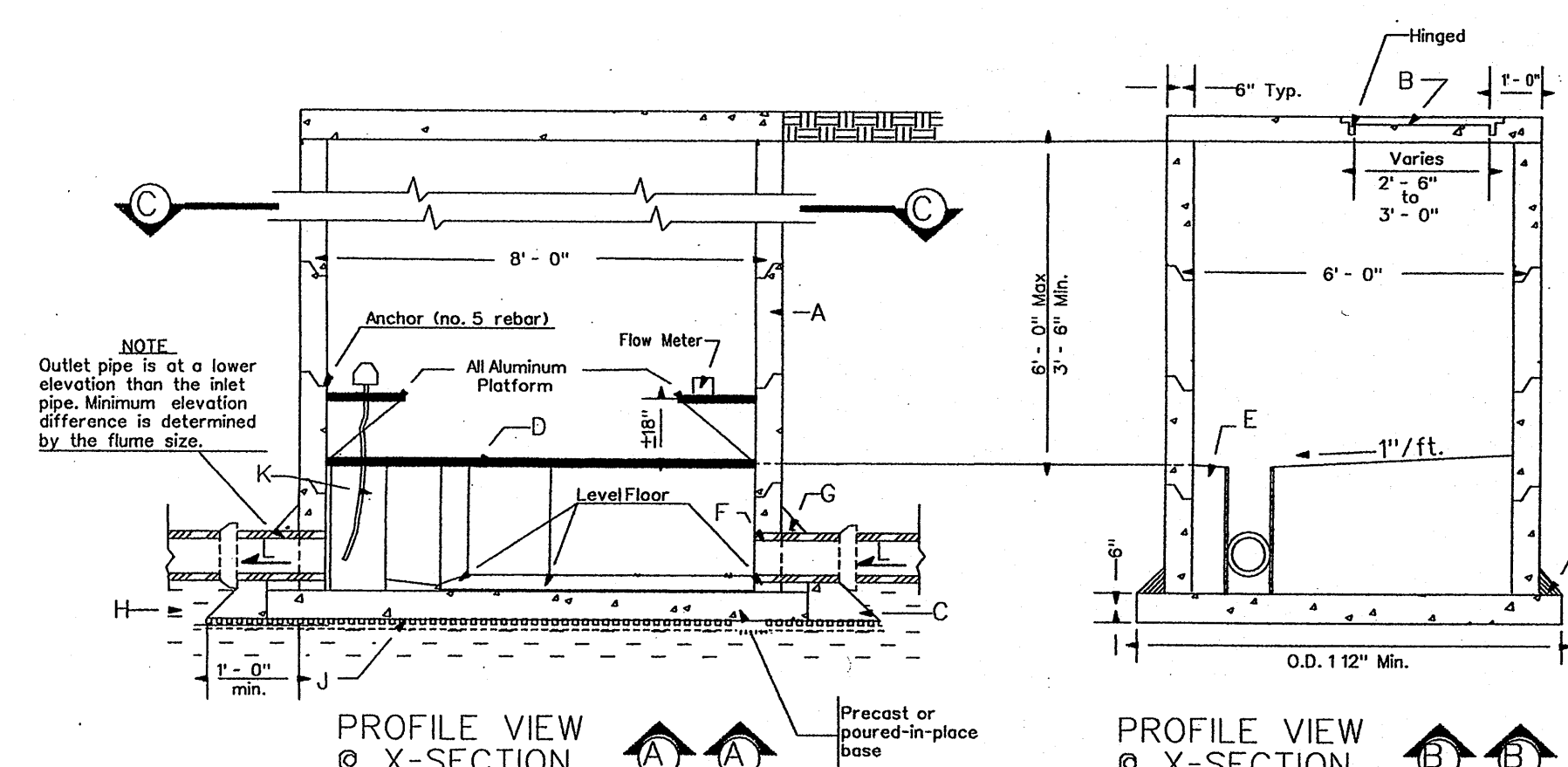
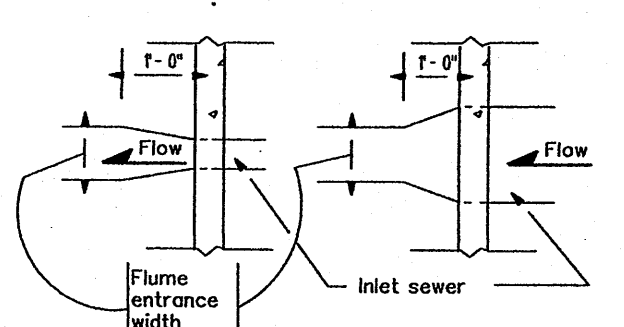
- THIS DESIGN IS APPLICABLE FOR MANHOLES 6.0 FT. & LESS IN DEPTH MEASURED FROM FLOOR TO CONCRETE COVER. DEPTHS GREATER THAN 6.0 FT. WILL REQUIRE THE 8" RECTANGULAR MANHOLE PER DWG. # IP-2.
- INDUSTRIAL MANHOLE SHALL BE LOCATED ON PRIVATE PROPERTY OUTSIDE OF CITY RIGHT-OF-WAY. CITY PERSONNEL SHALL HAVE ACCESS TO THE MANHOLE AT ALL TIMES OF THE DAY OR NIGHT.
- NOT ALL INSTALLATIONS WILL REQUIRE THE ALUMINUM PLATFORM, SAMPLER AND FLOW METERING APPARATUS TO BE PROVIDED BY THE INDUSTRIAL USER. FINAL DECISIONS RELATIVE TO THE REQUIREMENT FOR MONITORING EQUIPMENT AND THE SPECIFIC TYPE OF FLUME WILL BE MADE BY THE PRETREATMENT SECTION, WATER QUALITY DIVISION FOR EACH INDIVIDUAL CASE.
- A PARALLEL FLUME OR PALMER BOWBUS FLUME SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THIS DETAIL. THE FLUME MUST BE SIZED TO ACCURATELY MEASURE ALL ANTICIPATED FLOW LEVELS. PRIOR TO INSTALLATION THE FLUME SIZE AND TYPE MUST BE APPROVED BY THE PRETREATMENT SECTION, WATER QUALITY DIVISION.
- IN ORDER TO CONTROL VELOCITIES AT A LEVEL THAT ALLOWS FOR ACCURATE FLOW MEASUREMENTS, SLOPES ON THE INLET SEWER LINES FOR 20 FT. OUTSIDE THE MANHOLE MUST BE AS SPECIFIED IN TABLE FOR THE VARIOUS PIPE SIZES. INLET SEWER LINES MUST BE SLOPED TO CONVEY THE MAXIMUM DESIGN FLOWS WITHOUT CREATING A SURCHARGE CONDITION IN THE FLUME.

CONSTRUCTION NOTES

- ALL MANHOLE BASES, Riser SECTIONS AND FLAT SLAB TOP SECTIONS SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH CITY SPECIFICATIONS.
- FRAME & COVER FOR NON-TRAFFIC AREAS SHALL BE NEWMAN R-660-VH OR EQ. FOR TRAFFIC OR PARKING AREAS, IT SHALL BE NEWMAN R-660-CH OR EQ. EQUAL.
- CONCRETE PIPE SUPPORTS SHALL EXTEND OUTSIDE THE MANHOLE TO BELL OF FIRST JOINT AND SMALL CRADLE PIPE TO THE SPRING LINE.
- PREFABRICATED MONITORING FLUME TO BE INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS AND SHALL BE MANUFACTURED BY MANNING, PLASTI-FAB OR APPROVED EQUAL. A PARALLEL FLUME OR A PALMER BOWBUS FLUME SHALL BE INSTALLED AS DIRECTED BY THE PRETREATMENT SECTION, WATER QUALITY CONTROL DIVISION.
- CONCRETE FLEETS, USE 3000 PSI CONC. WITH TYPE I CEMENT. FLEETS TO MATCH TOP OF FLUME AND SLOPE ONE INCH PER FOOT.
- MANHOLE PIPE CONNECTIONS TO BE PER ASTM C-883-STD. SPEC. FOR RESIDENT CONNECTORS BETWEEN REINFORCED CONCRETE MANHOLE STRUCTURES AND PIPES. RESIDENT CONNECTORS TO BE PLACED ON APPROVED EQUAL.
- 6 IN. GROUT FILLET ON UPPER HALF OF PIPE AND AROUND BASE.
- 6" SUBGRADE AND BACKFILL COMPACTED TO 95% MODIFIED PROCTOR.
- 2 IN. GRAVEL CRUSHED STONE LEVELING COURSE.
- FLUME OUTLET END ADAPTER, PLASTI-FAB OR APPROVED EQUAL.
- SLOPE PER TABLE 1.



NOTE:
WHEN THE INLET SEWER IS SMALLER OR LARGER IN DIAMETER THAN THE FLUME ENTRANCE WIDTH, A SMOOTH TRANSITION SHALL BE PROVIDED CHANGING FROM THE INLET SEWER DIAMETER TO THE FLUME ENTRANCE CHANNEL WIDTH OVER THE FIRST FOOT INSIDE THE MH.



NOT TO SCALE

SANITARY SEWER SAMPLING & METERING MANHOLE DETAIL (6x8 RECTANGULAR)/DWG # IP-2

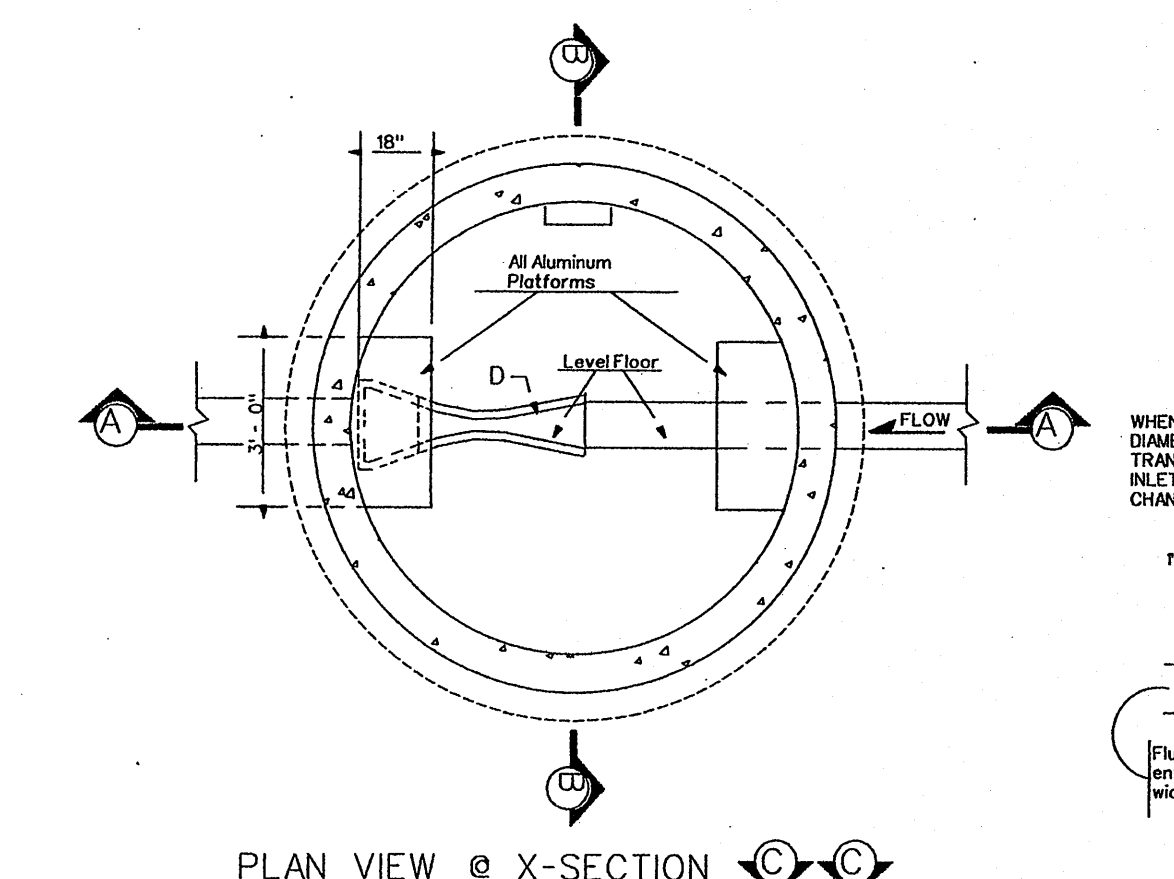
| Pipe Size | Required Inlet Slope |
|-----------|----------------------|
| 4 in. | 0.0060 ft/ft |
| 6 | 0.0050 |
| 8 | 0.0040 |
| 10 | 0.0028 |
| 12 | 0.0022 |
| 15 | 0.0015 |
| 18 | 0.0012 |

GENERAL NOTES

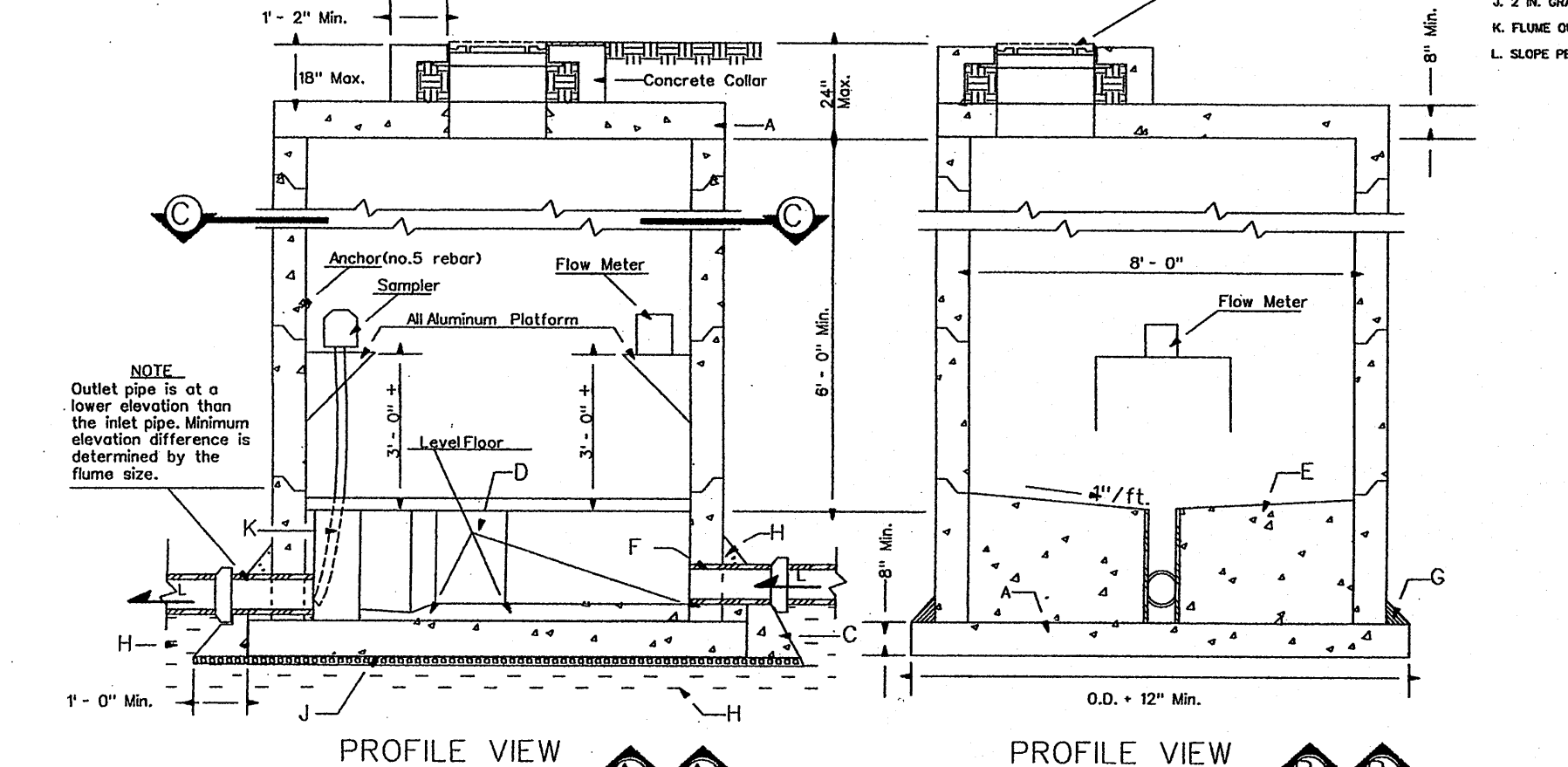
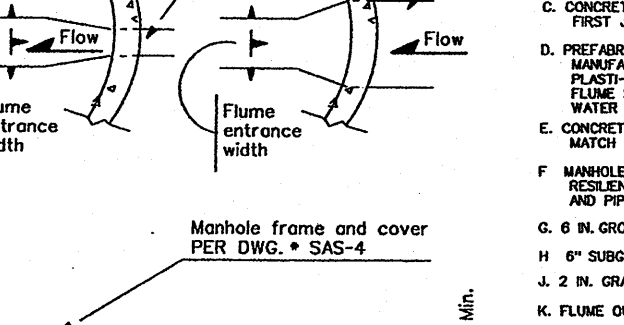
- THIS DESIGN IS APPLICABLE FOR MANHOLES 6.0 FT. & GREATER IN DEPTH MEASURED FROM FLOOR TO CONCRETE COVER. DEPTHS LESS THAN 6.0 FT. WILL REQUIRE THE 6" RECTANGULAR MANHOLE PER DWG. # IP-2.
- INDUSTRIAL MANHOLE SHALL BE LOCATED ON PRIVATE PROPERTY OUTSIDE OF CITY RIGHT-OF-WAY. CITY PERSONNEL SHALL HAVE ACCESS TO THE MANHOLE AT ALL TIMES OF THE DAY OR NIGHT.
- NOT ALL INSTALLATIONS WILL REQUIRE THE ALUMINUM PLATFORM, SAMPLER AND FLOW METERING APPARATUS TO BE PROVIDED BY THE INDUSTRIAL USER. FINAL DECISIONS RELATIVE TO THE REQUIREMENT FOR MONITORING EQUIPMENT AND THE SPECIFIC TYPE OF FLUME WILL BE MADE BY THE PRETREATMENT SECTION, WATER QUALITY DIVISION FOR EACH INDIVIDUAL CASE.
- A PARALLEL FLUME OR PALMER BOWBUS FLUME SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THIS DETAIL. THE FLUME MUST BE SIZED TO ACCURATELY MEASURE ALL ANTICIPATED FLOW LEVELS. PRIOR TO INSTALLATION THE FLUME SIZE AND TYPE MUST BE APPROVED BY THE PRETREATMENT SECTION, WATER QUALITY DIVISION.
- IN ORDER TO CONTROL VELOCITIES AT A LEVEL THAT ALLOWS FOR ACCURATE FLOW MEASUREMENTS, SLOPES ON THE INLET SEWER LINES FOR 20 FT. OUTSIDE THE MANHOLE MUST BE AS SPECIFIED IN TABLE FOR THE VARIOUS PIPE SIZES. INLET SEWER LINES MUST BE SLOPED TO CONVEY THE MAXIMUM DESIGN FLOWS WITHOUT CREATING A SURCHARGE CONDITION IN THE FLUME.

CONSTRUCTION NOTES

- ALL MANHOLE BASES, Riser SECTIONS AND FLAT SLAB TOP SECTIONS SHALL BE PRECAST REINFORCED CONCRETE IN ACCORDANCE WITH CITY SPECIFICATIONS.
- FRAME & COVER FOR NON-TRAFFIC AREAS SHALL BE NEWMAN R-660-VH OR EQ. FOR TRAFFIC OR PARKING AREAS, IT SHALL BE NEWMAN R-660-CH OR EQ. EQUAL.
- CONCRETE PIPE SUPPORTS SHALL EXTEND OUTSIDE THE MANHOLE TO BELL OF FIRST JOINT AND SMALL CRADLE PIPE TO THE SPRING LINE.
- PREFABRICATED MONITORING FLUME TO BE INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS AND SHALL BE MANUFACTURED BY MANNING, PLASTI-FAB OR APPROVED EQUAL. A PARALLEL FLUME OR A PALMER BOWBUS FLUME SHALL BE INSTALLED AS DIRECTED BY THE PRETREATMENT SECTION, WATER QUALITY CONTROL DIVISION.
- CONCRETE FLEETS, USE 3000 PSI CONC. WITH TYPE I CEMENT. FLEETS TO MATCH TOP OF FLUME AND SLOPE ONE INCH PER FOOT.
- MANHOLE PIPE CONNECTIONS TO BE PER ASTM C-883-STD. SPEC. FOR RESIDENT CONNECTORS BETWEEN REINFORCED CONCRETE MANHOLE STRUCTURES AND PIPES. RESIDENT CONNECTORS TO BE PLACED ON APPROVED EQUAL.
- 6 IN. GROUT FILLET ON UPPER HALF OF PIPE AND AROUND BASE.
- 6" SUBGRADE AND BACKFILL COMPACTED TO 95% MODIFIED PROCTOR.
- 2 IN. GRAVEL CRUSHED STONE LEVELING COURSE.
- FLUME OUTLET END ADAPTER, PLASTI-FAB OR APPROVED EQUAL.
- SLOPE PER TABLE 1.

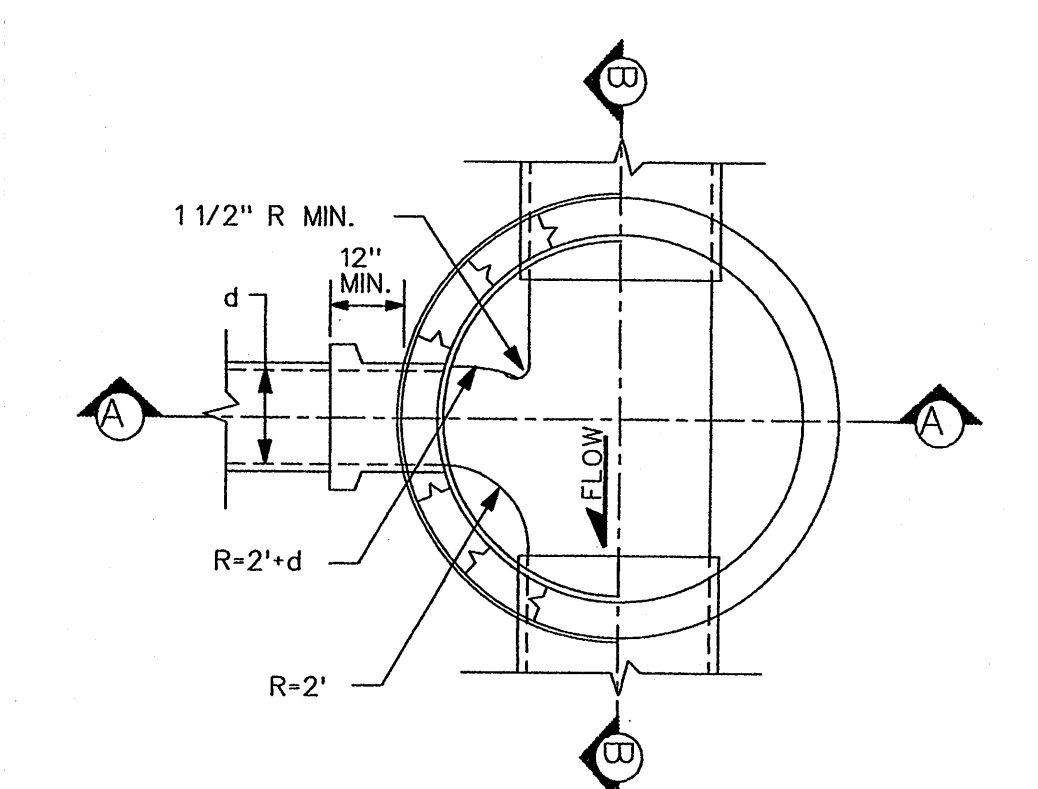


NOTE:
WHEN THE INLET SEWER IS SMALLER OR LARGER IN DIAMETER THAN THE FLUME ENTRANCE WIDTH, A SMOOTH TRANSITION SHALL BE PROVIDED CHANGING FROM THE INLET SEWER DIAMETER TO THE FLUME ENTRANCE CHANNEL WIDTH OVER THE FIRST FOOT INSIDE THE MH.

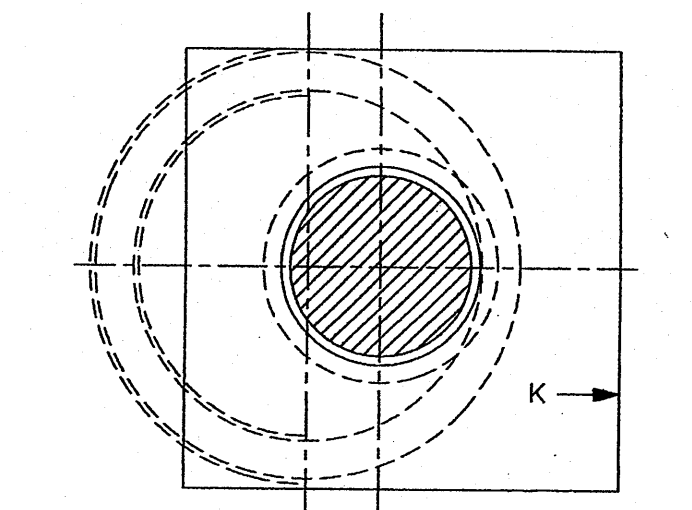


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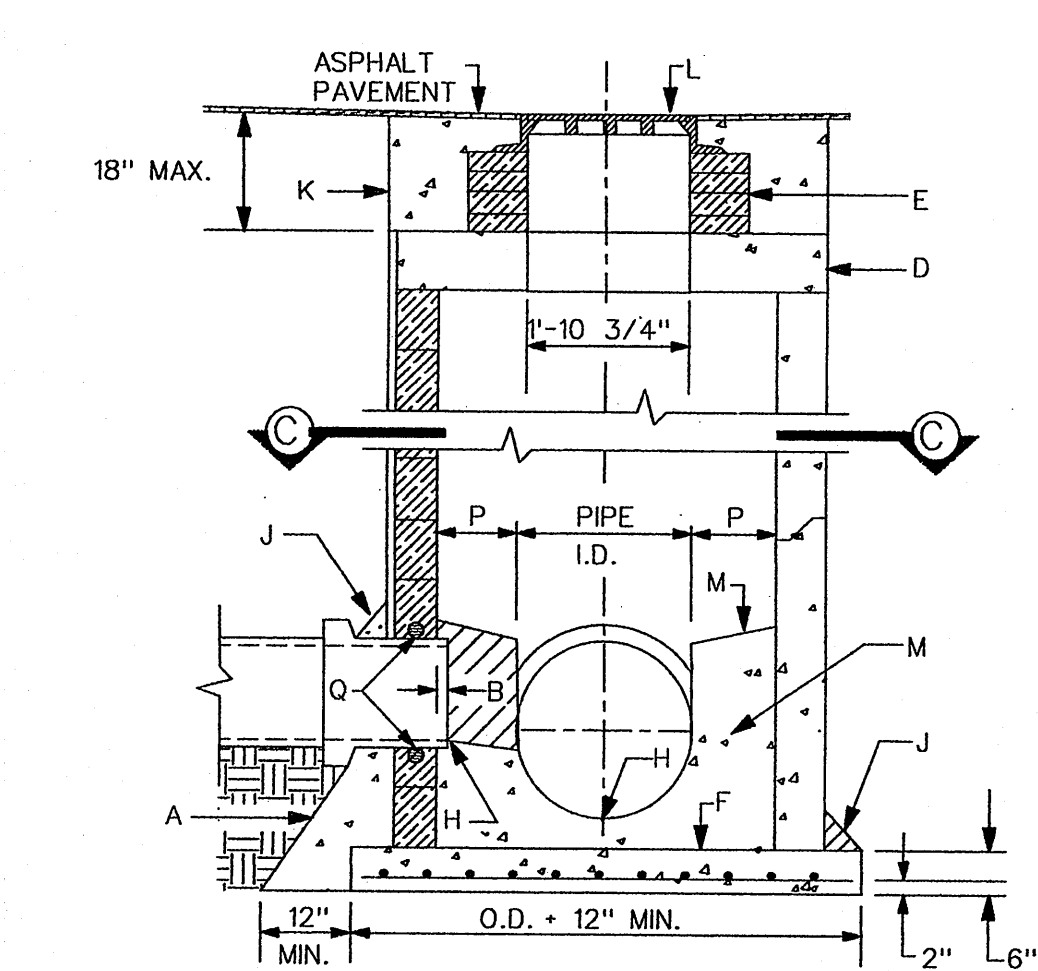
SANITARY SEWER SAMPLING & METERING MANHOLE DETAIL (8 FT. DIA.)/DWG. # IP-1



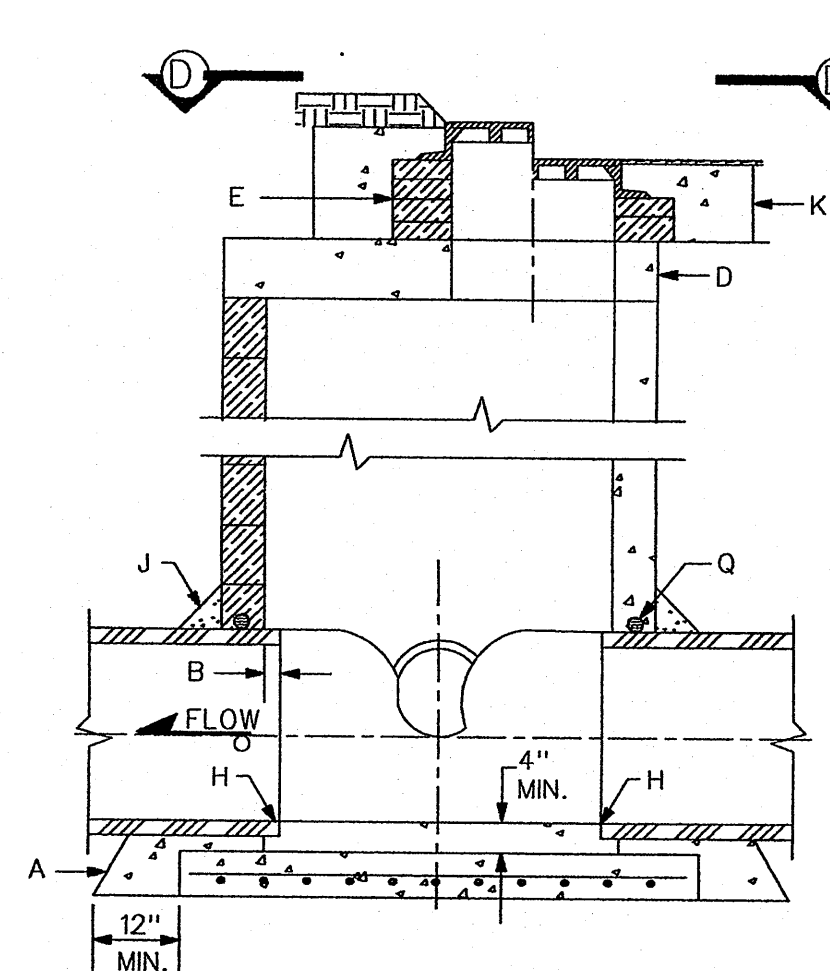
PLAN VIEW @ X-SECTION



PLAN VIEW @ X-SECTION



PROFILE VIEW @ X-SECTION



PROFILE VIEW @ X-SECTION

MANHOLE TYPE "C" DETAIL /DWG. # SAS-14

NOT TO SCALE

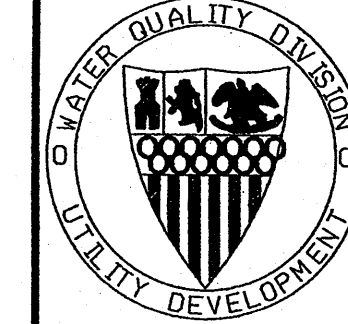
GENERAL NOTES

- USE APPROVED MASTIC JOINT MATERIAL FOR ALL JOINTS.
- CONTRACTOR HAS OPTION TO CONSTRUCT TYPE "C" M.H. IN LIEU OF TYPE "E" M.H. FOR DEPTHS OF 6' OR MORE.
- DESIGN APPLIES TO 4", 6" & 8" MANHOLES.
- M.H. GREATER THAN 18" IN DEPTH SHALL ONLY BE CONSTRUCTED OF PRECAST CONCRETE SECTION.
- USE NON-SHRINK GROUT FOR FILLETS AND PENETRATIONS.
- POSITION M.H. OPENING OVER THE UPSTREAM SIDE OF MAIN LINE.

CONSTRUCTION NOTES

- CONCRETE PIPE SUPPORT SHALL EXTEND OUTSIDE OF M.H. TO BELL OF FIRST JOINT & SHALL CRADLE PIPE TO SPRING LINE. NOT APPLICABLE FLEXIBLE PIPE.
- PIPE PENETRATION INTO MANHOLE SHALL BE FLUSH TO 2" MAX., MEASURED AT SPRING LINE OF PIPE.
- PRECAST CONCRETE COVER
- USE MAX. 4 COURSES GR. MS BRICK ON UNPAVED STREET FOR FUTURE ADJ. OF M.H. FRAME TO PAVEMENT GRADE. PLASTER INSIDE WITH 1/2" MORTAR.
- CONCRETE BASE TO BE POURED IN PLACE USING NO. 4 BARS AT 6" O.C. EA. WAY FOR M.H. DEPTH OF 16" OR GREATER, NO 4 BARS AT 12" O.C. EA. WAY FOR M.H. LESS THAN 16" IN DEPTH.
- INV. ELEV. OF STUB OR LATERAL AS SHOWN ON PLANS.
- 6" GROUT FILLET ON UPPER HALF OF PIPE AND AROUND BASE.
- USE A 5'x5' CONCRETE PAD IN ALL AREAS. SLOPE FOR GRADER USE UNPAVED AREAS.
- FRAME AND COVER, SEE DWG. # SAS-4
- CONCRETE FILL, 3000 PSI
- SLOPE 1" PER FT. FROM PIPE CROWN
- SHELF TO BE 9" WIDE MIN.
- APPROVED WATERSTOP TO BE COMPATIBLE WITH TYPE OF PIPE.

CONTRACT NO. DAC447-03-D-0012 TASK ORDER NO.3



CITY OF SANTA FE
WATER QUALITY DIVISION

TITLE: SANITARY SEWER
STANDARD CONSTRUCTION DETAILS - D

| DATE | REVISIONS | FILE |
|-----------------------------|-----------|----------------------------|
| DATE: JULY 1992 | | |
| DRAWN BY: G. CHAVEZ | 8-4-92 | FILE # E:\AUTO\DWG\SCDT4-4 |
| CADD REVISION BY: G. CHAVEZ | | |
| APPROVED BY: E. BROWN | | |

SHEET 9 OF 9

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

- A Project Identification: As follows:
- Project: Public Sewer Line replacement/Extension Project
Camino Jacobo Road #NM 02-PO50501-13
- Owner: Santa Fe County Housing Authority
52 Camino de Jacobo
Santa Fe, NM 87507
- B. Contract Documents, dated October, 2016 were prepared by Conron and Woods Architects, 1222 Luisa Street, Suite A, Santa Fe, New Mexico 87505.
- C. The Work consists of briefly: Abandon approximately 420 lin. ft. of existing sewer line with manholes, per City of Santa Fe requirements, install approximately 1,405 lin. ft. of new sewer line with new man holes, repair and surface roadway and all other work described in the contract documents unless specifically and clearly noted otherwise. The contractor shall provide a complete finished product in every way suitable for immediate occupancy by the owner.
- D. Work Not Included: The following will be provided by others:
1. Standard county testing and inspection.
- E. ADDITIONAL WARRANTY PROVISIONS. In addition to the warranty language contained elsewhere in the Contract Documents, the following warranties shall apply to the work.
1. All subcontractor's, manufacturers', and suppliers' warranties and guaranties, express or implied, respecting any part of the Work and any materials used therein shall be deemed obtained by Contractor for the benefit of the Owner without the necessity of separate transfer or assignment thereof. Contractor shall require such subcontractors, manufacturers, and suppliers to execute such warranties and guaranties in writing to the Owner.
 2. All Warranties will include repair or replacement of all defective materials, labor expenses and covered items. All warranty periods are to be backed by the General Contractor.
 3. The General Contractor shall be the Owner's point of contact in the event warranty work of any type is required.

1.2 WORK RESTRICTIONS

- I. Contractor's Use of Premises: During construction, Contractor shall have limited use of site indicated. Contractor's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:
1. Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.

2. Keep existing driveways and entrances serving the premises and neighboring property clear and available to the Owner, his employees, and the public at all times. Use only designated areas for parking, which will be jointly determined by the Architect, Owner and Contractor prior to the start of work.
3. Protect all surrounding construction and site improvements that are to remain. Maintain portions of existing building affected by construction operations in a weather tight condition throughout construction period. Repair or replace any elements damaged or destroyed with like materials to match adjacent surfaces.
4. Protect all plant material that is to remain. Any plant material, or landscape elements damaged or destroyed as a result of the Work of this Contract shall be repaired or replaced with materials of a like nature as judged by the Architect.
5. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of immediately needed materials to the areas determined by the Architect and the Owner prior to the start of the Work. For additional storage, Contractor shall provide or obtain and pay for such storage off site unless prior written approval for additional on site storage is obtained from the Architect and Owner.
6. Lock automotive-type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.
7. Contractor to furnish toilet facilities which are to be located within the designated storage area. Use of toilets within the dwelling unit by the Contractor and his personnel will not be permitted without prior written approval from the Owner.
8. The Contractor shall provide temporary fencing and all facilities and services as necessary to effectively protect from losses and protect persons from injury during the course of construction.
9. Dispose of removed and demolished items, including trash and debris, off the Owner's property at the end of each work day. Burning of waste materials on the site is **not** permitted.
10. If Owner occupies portions of the premises during construction cooperate with the Owner to minimize conflicts and facilitate Owner usage. Perform work so as not to maintaining paths of exit. Provide not less than 72 hours notice to Owner of activities that will affect Owner's operations.
11. Coordinate operations that may result in high levels of noise, vibration, odors, dust and other disruption with Owner.
12. Smoking is not permitted within the building or within twenty five feet of building.
13. Use of alcohol and other controlled substances on the Project site is not permitted.
14. Comply with Owner's requirements regarding employee identification and screening.
15. Limit work hours to 8 to 5 M-F

PART 2 PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01100

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES

- A. Include the following allowances in Contract Sum:
 - 1. Contingency allowance: The contractor shall include in the Base Bid a contingency allowance of fifteen thousand dollars (\$15,000.00) for use according to Owner's instructions.
- B. Use the contingency allowance only as directed for the Owner's purposes and only by Field Orders that indicate amounts to be charged to the allowance.
- C. Contractor to include insurance, taxes, bonding, overhead and profit in Base Bid. These items will not be included in expenditures of funds from this allowance.
- D. Contractor's costs for Products, delivery, installation, labor, payroll, and equipment rental will be included in authorized expenditures of funds from the Allowance.
- E. New Mexico Gross Receipts Tax is not included in allowance but shall be included in the base bid.
- F. Obtain two proposals for each allowance and submit to Architect with recommendations. Purchase products and systems selected by Architect.
- G. Submit within 15 days after date established for Commencement of Work (Notice to Proceed) an allowance schedule. Architect of the date when selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- H. Submit invoices to show cost of products furnished under each allowance. Reconciliation of Allowance amounts with actual costs will be by Change Order. At project close out credit all unused amounts remaining in all allowances to the Owner by Change Order.

1.2 ALTERNATES

- A. An Alternate is an amount proposed by Bidder for certain work that may be added to or deducted from the Base Bid amount if Owner accepts the Alternate. The cost or credit for each Alternate is the net addition to or deduction from Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to Contract Sum.
- B. Indicate on the Bid Form amounts to be added (deducted) to Contract Sum for the following alternates:
 - 1. N/A

1.3 UNITS PRICES

- A. A unit price is an amount proposed by Bidders and stated on the Bid Form for certain work that is paid for per unit of measure. Bidders shall indicate on the Bid Form unit prices for the following items of work: None

- A. Changes to the Work incorporating Unit Prices will be made by Change Order.

1.4 CONTRACT MODIFICATION PROCEDURES

- A. It is solely the Contractor's responsibility to provide written notice to the Owner and the Architect of any decision, instruction or condition that affects the cost or time of the Project. Additional time or monetary consideration will not be given unless a Change Order is signed by the Owner and has been executed prior to doing the work. If the Contractor proceeds without the receipt of a signed change order from the Owner prior to the commencement of the change, then the Contractor shall have been deemed to waive any right to claim any additional time to accomplish the change or any additional compensation to accomplish the change.
- B. The Contractor shall submit a detailed proposal for any requested Change Order. Include information clearly describing materials, installation a complete cost breakdown listing materials and labor quantities.
- C. On Owner's approval of a proposal from Contractor, Architect will issue a Change Order on Change Order form Exhibit I for all changes to Contract Sum or Contract Time.
- D. When Owner and Contractor disagree on the terms of a proposal, Architect may issue a Construction Change Directive / Change Order form Exhibit I, instructing Contractor to proceed with the change. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to Contract Sum or Contract Time.
- E. Weather days must be reported in writing at the next project meeting. (at the latest) and effect of all aspects of the work to be considered.

1.5 PAYMENT PROCEDURES

- A. Submit a Schedule of Values not later than 15 days from the date of the Notice to Proceed. In Schedule of Values, break down Contract Sum into at least one line item for each Specification Section. Correlate the Schedule of Values with Contractor's Construction Schedule.
- B. Submit 3 copies of each application for payment on Payroll Form WH-347 Appendix G, according to the schedule established in Owner/Contractor Agreement. Submit updated construction schedule attached to each application for payment. Any application for payment without an updated Construction Schedule attached will be deemed incomplete and returned to the Contractor for re-submittal.
 - 1. For the second Application for Payment through the Application for Payment submitted at Substantial Completion, submit partial releases of liens from each subcontractor or supplier for whom amounts were requisitioned in the previous Application for Payment.
 - 2. Submit final Application for Payment after completion of Project closeout procedures with release of liens and supporting documentation. Include consent of surety to final payment and insurance certificates.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01300 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 PROJECT MANAGEMENT AND COORDINATION

- A. Verify layout information shown on Drawings, in relation to property survey and existing benchmarks, before laying out the Work.
- B. The contractor shall field verify all existing conditions including but not limited to conditions, model numbers, dimension and sizes prior to proceeding with ordering materials and proceeding with the work.
- C. Coordinate construction to ensure efficient and orderly execution of each part of the Work. The General Contractor shall hold a coordination meeting within thirty (30) days of the Notice to Proceed. All Sub-contractors shall be required to attend. Prior to the meeting the General Contractor and all Sub-contractors shall thoroughly review ALL drawings and specifications related to the entire Project. Each contractor shall coordinate its Work with that of others. Review space limitations and restrictions. Prepare coordination drawings are required for proper coordination of the work. The General Contractor and Sub-contractors shall resolve any coordination issues. The General Contractor shall prepare meeting notes.
- D. Progress meetings will be held at Project site as established at the pre-construction meeting. Each subcontractor or other entity concerned with current progress or involved with planning or coordination of future activities, shall attend.

1.2 CONSTRUCTION SCHEDULE

- A. Prepare a horizontal bar-chart construction schedule. Provide a separate time bar for each activity and a vertical line to identify the first workday of each week. Use same breakdown of Work indicated in the Schedule of Values. As Work progresses, mark each bar to indicate actual completion.
 - 1. Submit within 15 days after date established for Commencement of the Work (Notice to Proceed).
 - 2. Coordinate each element with other activities. Show each activity in proper sequence. Indicate sequences necessary for completion of related Work.
 - 3. Indicate Substantial Completion and allow time for Architect's procedures necessary for certifying Substantial Completion.
 - 4. Schedule Distribution: Distribute copies to Owner, Architect, subcontractors, and parties required to comply with dates.
 - 5. Updating: Revise the schedule after each meeting or activity where revisions have been made. Distribute revised copies to Owner, Architect, subcontractors, and parties required to comply with dates. As a minimum, submit revised schedule with each application for payment.

1.3 REQUEST FOR INFORMATION (RFI's)

- A. The Contractor may, after exercising due diligence to locate required information, request clarification or interpretation of the requirements of the Contract Documents. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents or is reasonably inferable from them, as judged by the Architect, the

Contractor shall be responsible for all reasonable costs associated with the Architects response to the RFI.

Contractor shall include in the Base Bid all costs fro General Conditions and/or Field Overhead for the total number of days specified in the Project Manual.

1.3 SUBMITTAL PROCEDURES

- A. Submit within 15 days after date established for Commencement of the Work (Notice to Proceed) a Submittal Schedule listing all required submittals and anticipated date of submission.
- B. Coordinate submittal preparation with construction schedule, fabrication lead-times, other submittals, and activities that require sequential operations.
 - 1. No extension of Contract Time will be authorized due to failure to transmit submittals in time to permit processing sufficiently (including possible rejection and re-submittals) in advance of when materials are required in the Work.
 - 2. Architect will not accept submittals from sources other than Contractor.
 - 3. All information on all submittals must be clearly legible. If, in Architect's sole judgment, any submittals are deemed illegible they will be returned to Contractor for re-submittal.
 - 4. All submittals are to be accompanied by a letter, signed by the Contractor clearly stating that he has reviewed the submittal and to the best of his knowledge the materials, procedures, systems, etc. comply with the Contract requirements and are appropriate for the intended use and are coordinated with other Work. The Architect's review is only for general conformance with the design concept.
 - 5. Clearly indicate any substitutions or deviations from the Contract Documents.
 - 6. Upload submittals to the FTP site.
- C. Prepare submittals by placing a permanent label on each for identification. Provide a **5-inch (100-by 125-mm)** space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
 - 1. Project name.
 - 2. Date.
 - 3. Name and address of Contractor.
 - 4. Name and address of subcontractor or supplier.
 - 5. Number and title of appropriate Specification Section.
 - 6. Contractor's certification that materials comply with specified requirements.
- D. Coordinate each submittal with other submittals and with work that does not require submittals. Submit all related submittals together.
- E. Product Data: Mark each copy to show clearly applicable choices and options. Include the following:
 - 1. Data indicating compliance with specified standards and requirements.
 - 2. Notation of coordination requirements.
 - 3. For equipment data, include rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
- F. Shop Drawings: Submit newly prepared information drawn to scale. Do not reproduce Contract Documents or copy standard information. Upload drawings to the FTP Site. Include the following:
 - 1. Dimensions, profiles, methods of attachment, coordination with adjoining work, large scale details, and other information, as appropriate for the Work.
 - 2. Identification of products and materials.
 - 3. Notation of coordination requirements.

4. Notation of dimensions established by field measurement.
 5. Identification of deviations from Contract Documents.
- G. Samples: Submit Samples finished as specified and identical with the material proposed. Where variations are inherent in the material, submit sufficient units to show limits of the variations. Include product name or name of the manufacturer.
- H. Architect will review each submittal, in a reasonable period of time mark as appropriate to indicate action taken, and post information on the FTP site. Coordination with other work and field conditions and compliance with specified requirements remains Contractor's responsibility.

1.5 APPROVALS

- A. All approvals required by the Contract Documents from the Architect shall be in writing regardless of whether or not the approval is specifically called out to be in writing. If the Contractor proceeds without written approval then he does so at his own risk.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Quality-control services include inspections, tests, and related actions including reports. Quality-control services are further specified in other Sections of these Specifications and shall be performed by independent testing agencies provided by Contractor or Owner, as specified.
 - 1. Unless otherwise indicated, quality-control services required by authorities having jurisdiction will be provided by Owner.
- B. Contractor is responsible for scheduling inspections and tests.
- C. Testing and Retesting: Contractor shall pay for Testing, and retesting, where results of inspections and tests prove unsatisfactory and indicate non compliance with requirements.
- D. Auxiliary Services: Cooperate with agencies performing inspections and tests. Provide auxiliary services as requested. Notify agency in advance of operations requiring tests or inspections, to permit assignment of personnel. Auxiliary services include the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities to assist inspections and tests.
 - 3. Adequate quantities of materials that require testing, and assisting in taking samples.
 - 4. Facilities for storage and curing of test samples.
 - 5. Security and protection of samples and test equipment
- E. Duties of Testing Agency: Testing agency shall cooperate with Architect and Contractor in performing its duties. Agency shall provide qualified personnel to perform inspections and tests.
 - 1. Agency shall promptly notify Architect and Contractor of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Agency shall not release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 - 3. Agency shall not perform duties of Contractor.
- F. Submittals: Testing agency shall submit a certified written report of each inspection and test to the following:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
 - 4. Structural engineer.
 - 5. Authorities having jurisdiction, when authorities so direct.
- G. Report Data: Reports of each inspection, test, or similar service shall include at least the following:
 - 1. Name, address, and telephone number of testing agency.
 - 2. Project title and testing agency's project number.
 - 3. Designation (number) and date of report.
 - 4. Dates and locations where samples were taken or inspections and field tests made.
 - 5. Names of individuals taking the sample or making the inspection or test.
 - 6. Designation of the product and test method.

7. Complete inspection or test data including an interpretation of test results.
8. Ambient conditions at the time of sample taking and testing.
9. Comments or professional opinion on whether inspected or tested Work complies with requirements.
10. Recommendations on retesting or reinspection.
11. Name and signature of laboratory inspector.

H. Testing Agency Qualifications: Engage inspection and testing agencies that are prequalified as complying with the American Council of Independent Laboratories' "Quality Assurance Manual" and that specialize in the types of inspections and tests to be performed.

1. Each testing agency shall be authorized by authorities having jurisdiction to operate in the state where Project is located.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01400

DIVISION 1 - GENERAL REQUIREMENTS

SECTION - 01500 - TEMPORARY FACILITIES AND CONTROLS

PART - GENERAL

1.1 SECTION REQUIREMENTS

- A. Standards: Comply with NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations"; ANSI A10 Series standards for "Safety Requirements for Construction and Demolition".
- B. Remove temporary facilities and controls before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES

- A. Provide temporary utility services to any existing facilities during interruptions of permanent utilities and the Project site for use during construction. Arrange for and coordinate utility services with local utility companies.
 - 1. Contractor shall also pay use charges for temporary utilities. If existing facilities are present and in use by the owner than use charges for temporary utilities will be prorated between Contractor and Owner.
 - 2. Provide a minimum of 72 hours written notice prior to any interruptions of utilities.
- B. Provide temporary heat for curing or drying of work, and for protection of new and existing, if preset, construction from adverse effects of low temperatures. Use of gasoline-burning heaters and open-flame heaters is not permitted.

3.2 CONSTRUCTION FACILITIES

- A. Provide field offices, storage trailers, and other support facilities as necessary for efficient prosecution of the Work.
 - 1. Temporary facilities located within the construction area or within **30 feet (9 m)** of building lines shall be of noncombustible construction.
- B. Provide temporary sanitary facilities. Comply with regulations and health codes for type, number, location, and maintenance of facilities.
- C. Provide temporary enclosures for protection of construction and workers from exposure and inclement weather and for containment of heat.
- D. Install project identification and other signs in locations approved by Owner to inform the public and persons seeking entrance to Project.
- E. Collect waste daily and, when containers are full, legally dispose of waste off-site.
 - 1. Handle hazardous, dangerous, or unsanitary waste materials in separate closed waste containers. Dispose of material according to applicable laws and regulations.

3.3 TEMPORARY CONTROLS

- A. Provide temporary fire protection until permanent systems supply fire-protection needs.
 - 1. Provide adequate numbers and types of fire extinguishers.
 - 2. Store combustible materials in fire-safe containers in fire-safe locations.
 - 3. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

- B. Provide temporary fencing, barricades, warning signs, lights and security to protect the public and construction personnel from construction hazards as required by all authorities having jurisdiction, and to ensure the protection of the project.

- C. Provide all plans, submissions, permits and temporary environmental controls as required by all authorities having jurisdiction including, but not limited to, erosion and sediment control, dust control, noise control, and pollution control.

END OF SECTION 01500

GENERAL REQUIREMENTS

SECTION 01600 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Provide products of same kind from a single source. The term "product" includes the terms "material," "equipment," "system," and similar terms.
- B. Deliver, store, and handle products according to manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage and to prevent overcrowding construction spaces.
 - 2. Deliver in manufacturer's original sealed packaging with labels and written instructions for handling, storing, protecting, and installing.
 - 3. Inspect products at time of delivery for compliance with the Contract Documents and to ensure items are undamaged and properly protected.
 - 4. Store heavy items in a manner that will not endanger supporting construction.
 - 5. Store products subject to damage on platforms or pallets, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required.
- C. Product Substitutions: Reasonable and timely requests for substitutions may, at Owners and Architects sole discretion, be considered. Substitutions include products and methods of construction differing from that required by the Contract Documents and proposed by Contractor after award of Contract.
 - 1. Submit four copies of each request for product substitution. Identify product to be replaced and provide complete documentation showing compliance of proposed substitution with applicable requirements. Include a full comparison with the specified product, a list of changes to other Work required to accommodate the substitution, and any proposed changes in Contract Sum or Contract Time should the substitution be accepted.
 - 2. All request for product substitutions shall be accompanied by a letter, signed by the Contractor, clearly stating that he has reviewed the proposed substitution and substitution complies with the Contract requirements and are appropriate for the intended use.
 - 3. Submit requests for product substitution in time to permit processing of request and subsequent Submittals, if any, sufficiently in advance of when materials are required in the Work. Do not submit unapproved substitutions on Shop Drawings or other submittals.
 - 4. Architect will review the proposed substitution and notify Contractor of its acceptance or rejection.

PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

- A. Provide products that comply with the Contract Documents, are undamaged, and are new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, and other devices and components needed for a complete installation and the intended use and effect.

- B. Do not attach manufacturer's labels or trademarks, except for required nameplates, on surfaces exposed to view in occupied spaces or on the exterior.
- C. Select products as follows:
 - 1. Where only a single product or manufacturer is named, provide the item indicated. No substitutions will be permitted.
 - 2. Where two or more products or manufacturers are named, provide one of the items indicated. No substitutions will be permitted.
 - 3. Where products or manufacturers are specified by name, accompanied by the term "or equal," provide the named item or comply with provisions concerning "product substitutions" to obtain approval for use of an unnamed product or manufacturer.
 - 4. Where a product is described with required characteristics, with or without naming a brand or trademark, provide a product that complies with those characteristics and other Contract requirements.
 - 5. Where compliance with performance requirements is specified, provide products that comply and are recommended in writing by the manufacturer for the application.
 - 6. Where compliance with codes, regulations, or standards, is specified, select a product that complies with the codes, regulations, or standards referenced.
- D. Unless otherwise indicated, Architect will select color, pattern, and texture of each product from manufacturer's full range of options.

2.2 OWNER-FURNISHED PRODUCTS

- A. The following products will be furnished by Owner and shall be installed by Contractor as part of the Work: N/A

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01600

GENERAL REQUIREMENTS

SECTION 01700 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 CLOSEOUT SUBMITTALS

- A. Record Drawings: Maintain a set of Contract Drawings as Record Drawings. Mark to show installation that varies from the Work originally shown. Provide electronic copies clearly delineated at Project Closeout.
- B. Record Specifications: Maintain one copy of the Project Manual, including addenda, as Record Specifications. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications. Provide electronic copies clearly delineated at Project Closeout.
- C. Contractor to keep Record Drawings and Specifications updated at all times and have them available for Architect's review at all project meetings. Pay Applications will not be processed if Record Drawings and Specifications are not kept updated and made available for Architects review.
- D. Operation and Maintenance Data: Organize data into three-ring binders, with pocket folders for folded sheet information. Provide a minimum of two complete sets. Mark identification on front and spine of each binder. Include the following:
 - 1. Emergency instructions.
 - 2. Spare parts list.
 - 3. Copies of warranties.
 - 4. Wiring diagrams.
 - 5. Shop Drawings and Product Data.
- E. **Provide fully executed copy of Architect's checklist for Project Closeout Requirements with all information indicated in check list. Submit all closeout submittals together at one time.** Submission of complete closeout documents shall be no later than 30 days after Date of Final Completion.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, and plumb; substrates within installation tolerances; surfaces that are smooth, clean, and free of deleterious substances; and application conditions within environmental limits. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Prepare substrates and adjoining surfaces according to manufacturer's written instructions, including, but not limited to, filler and primer application.
- C. Where Drawings indicate dimensions of existing construction verify by field measurement. Where fabricated products are to be fitted to other construction verifies dimensions by field measurement before fabricating and, when possible, allow for fitting and trimming during installation.

3.1 CUTTING AND PATCHING

- A. Do not cut structural members without prior written approval of Architect.
- B. For patching, provide materials whose installed performance will equal or surpass that of existing materials. For exposed surfaces, provide or finish materials to visually match existing adjacent surfaces to the fullest extent possible.

3.2 INSTALLATION

- A. Comply with manufacturer's written instructions and recommendations for highest quality installation. Anchor each product securely in place, accurately located and aligned. Clean exposed surfaces and protect from damage. If applicable, prepare surfaces for field finishing.
- B. Comply with NFPA 70 for installation of electrically operated equipment and electrical components and materials.

3.3 FINAL CLEANING

- A. Clean each surface or item as follows before requesting inspection for certification of Substantial Completion:
 - 1. Remove labels that are not permanent.
 - 2. Clean transparent materials, including mirrors. Remove excess glazing compounds. Replace chipped or broken glass.
 - 3. Clean exposed finishes to a dust-free condition, free of stains, films, and foreign substances. Leave concrete floors broom clean.
 - 4. Vacuum carpeted surfaces and wax resilient flooring.
 - 5. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication. Clean plumbing fixtures. Clean light fixtures and lamps.
 - 6. Clean the site. Sweep paved areas; remove stains, spills, and foreign deposits. Rake grounds to a smooth, even-textured surface.

3.4 CLOSEOUT PROCEDURES

- A. Request Substantial Completion review once the following are complete:
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Submit review copies of Record Drawings and Specifications, maintenance manuals, warranties, and similar record information.
 - 3. Deliver spare parts, extra materials, and similar items.
 - 4. Complete startup testing of systems and instruction of operation and maintenance personnel.
 - 5. Remove temporary facilities and controls.
 - 6. Complete final cleanup.
 - 7. Touch up, repair, and restore marred, exposed finishes.
- B. On receipt of a request for review, Architect will proceed with review or advise Contractor of any observed unfilled requirements. Architect will prepare the Certificate of Substantial Completion after review or advise Contractor of items that must be completed or corrected before the certificate will be issued.

- C. Arrange for each installer of equipment that requires operation and maintenance to provide instruction to Owner's personnel. At Contractor's expense video training sessions and turn over to Owner. Include a detailed review of the following:
 - 1. Startup and shutdown.
 - 2. Emergency operations and safety procedures.
 - 3. Noise and vibration adjustments.
 - 4. Maintenance manuals.
 - 5. Spare parts, tools, and materials.
 - 6. Lubricants and fuels.
 - 7. Identification systems.
 - 8. Control sequences.
 - 9. Hazards.
 - 10. Warranties and bonds.

- D. Request review for final acceptance, once the following are complete:
 - 1. Submit a copy of the Substantial Completion review list, signed by the contractor, stating that each item has been completed or otherwise resolved for acceptance.
 - 2. Submit final meter readings for utilities, a record of stored fuel, and similar data as of the date of Substantial Completion.

- E. Architect will review the Work on receipt of notice that the Work has been completed.
 - 1. On completion of the Work and review, Architect will establish a Date of Final Acceptance or prepare a Certificate of Final Acceptance. If the Work is incomplete, Architect will advise Contractor of the Work that is incomplete or obligations that have not yet been fulfilled.

- F. Submit fully executed checklist for Project Closeout Requirements.

- G. **Special Note to Contractor, Review Policy:** If at any time during the course of the Project, the Contractor schedules a review by the Architect, and through no fault of the Architect the Work is not completed and ready for review, then the Contractor will be billed for re-inspection or additional reviews at the Architect's normal hourly rate.

- G. Liquidated Damages, as described in the Contract Documents, shall apply to Substantial Completion, Final Completion, and submission of complete, approved Close Out Documents.

END OF SECTION 01700

CHECKLIST FOR PROJECT CLOSEOUT REQUIREMENTS

All Closeout documents must be turned into the Architects office within ten days of receipt of this check list. Any materials or services that have performed for, or turned over to the Owner, should be documented in the form of a transmittal, dated with the recipient's name included. A copy of the transmittal should be turned into the Architects office as part of the closeout package.

Any items that are not applicable per the contract requirements should be noted.

- Certificate of Substantial Completion
- Pending insurance changeovers
- Record Drawings
- Record Specifications
- Changeover locks and transmit keys to Owner
- Startup testing of systems and instruction of operation and maintenance personnel
- Remove temporary facilities and controls
- Complete final cleanup
- Touch up, repair, and restore marred, exposed finishes
- Final inspections from authorities having jurisdiction
- Certificate of Occupancy
- Final Pay Application
- Contractors Warranty
- Certificate of Completion—Consolidation
- Contractors Certificate and Release
- Lien Release from Sub-Contractors and Suppliers (over \$5,000)

Sub-_____

Sub-_____

Sub-_____

Sub-_____

Sub-_____

Sub-_____

Sub-_____

Sub-_____

- Warranties
- O & M manuals
- Surplus/replacement materials
- Training Sessions

Contractor

CONRON & WOODS ARCHITECTS

**PROJECT:
CHECKLIST FOR PROJECT CLOSEOUT REQUIREMENTS**

All Closeout documents must be turned into the Architects office within ten days of receipt of this check list. Any materials or services that have performed for, or turned over to the Owner, should be documented in the form of a transmittal, dated with the recipient's name included. A copy of the transmittal should be turned into the Architects office as part of the closeout package. Any items that are not applicable per the contract requirements should be noted.

- G Certificate of Substantial Completion
- G Pending insurance changeovers
- G Record Drawings and Specifications
- G Changeover locks and transmit keys to Owner
- G Startup testing of systems and instruction of operation and maintenance personnel
- G Remove temporary facilities and controls
- G Complete final cleanup
- G Touch up, repair, and restore marred, exposed finishes
- G Final inspections from authorities having jurisdiction
- G Certificate of Occupancy
- G Final Pay Application
- G Contractors Warranty
- G Certificate of Final Completion
- G Lien Release from General Contractor
- G Lien Release from Sub-Contractors and Suppliers (over \$5,000)
- G Consent of Surety for Final Payment
- G O & M manuals (2 copies, 3 ring binders)
 - G Spare parts list
 - G Warranties
 - G Wiring diagrams
 - G Shop Drawings and Product Data
- G Surplus/replacement materials
- G Training Sessions

Contractor

Date