



Hazardous Materials Abatement at Landsman Gardens

IFB#: B12203

NOTIFICATION OF INTEREST

This form notifies the SNRHA that your company is participating in this bid process. It is required that all companies who download this bid package return this form to the SNRHA. Only companies who return this form will be sent any notices and/or addendums related to this IFB.

PLEASE PRINT

Company Name:	
Contact Person:	
Title:	
Phone #:	
Mobile #:	
Fax #:	
Email:	
Street Address:	
City, State, Zip:	

WHEN YOU OBTAIN THIS BID PACKAGE THIS FORM MUST BE FAXED OR EMAILED TO:

**Amparo Gamazo
Director of Development/Modernization
Southern Nevada Regional Housing Authority
Email: amgamazo@sivrha.org
Fax: 702-922-6080**



Invitation for Bid: # B12203

Hazardous Materials Abatement at Landsman Gardens

June 2012

BIDS ACCEPTED AT:

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Development/Modernization Department
340 N. 11th Street, Suite 150, Las Vegas, NV 89101
(702) 922-6060 • FAX (702) 922-6080 • TDD (702) 387-1898**

DATE BIDS ACCEPTED:

Until Friday, June 29, 2012 at 10:00 a.m. (local time)

PUBLIC BID OPENING HELD AT:

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
Development/Modernization Department
340 N. 11th Street, Suite 150, Las Vegas, NV 89101
(702) 922-6060 • FAX (702) 922-6080 • TDD (702) 387-1898**

DATE OF PUBLIC BID OPENING:

Friday, June 29, 2012 at 10:15 a.m. (local time)

PRE-BID CONFERENCE AT:

**Thursday, June 14, 2012, at 10:00 a.m. at the site located at
750 N. Major Avenue, Henderson NV. 89015**

Awarded:

Contractor Date

ATC Associates, Inc. Date

2925 East Patrick Lane, Suite M
Las Vegas, NV 89120
(702) 798-5750

Southern Nevada Regional Date
Housing Authority

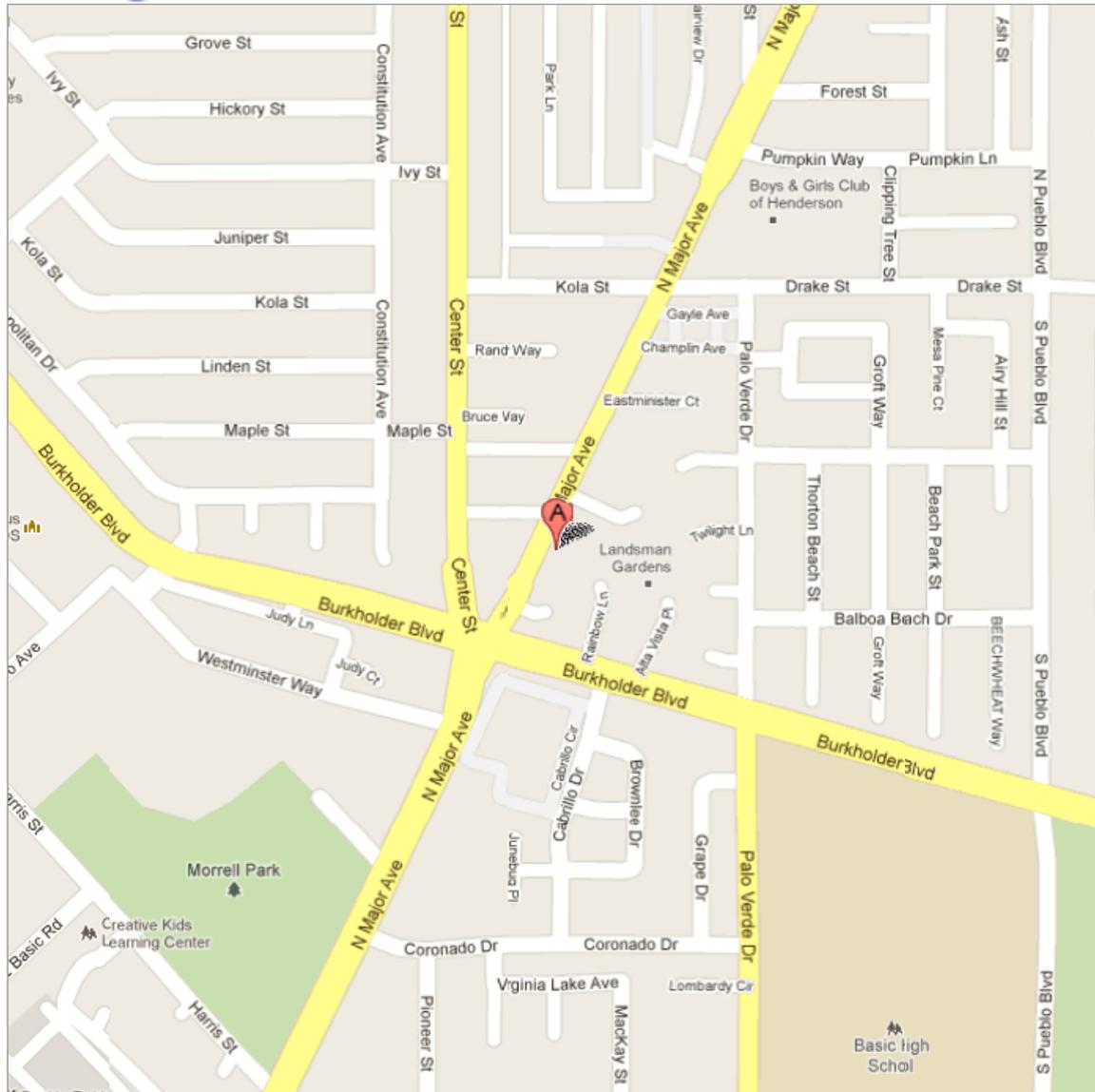
340 N. 11th Street
Las Vegas, NV 89101
(702) 922-6060

SET # _____



This Invitation for Bid number is **B12203** for the following:
Hazardous Materials Abatement at Landsman Gardens (AMP317)

Address **750 N Major Ave
Henderson, NV 89015**



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Text the word "GMAPS" to 466453





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This Invitation for Bid number is **B12203** for the following:
Hazardous Materials Abatement at Landsman Gardens (AMP317)

INVITATION FOR BID – IFB # B12203

1. THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY, NEVADA, herein called "SNRHA," will receive sealed bids from qualified and licensed Contractors for the following work:

Provide labor, equipment and materials for abatement of hazardous materials at Landsman Gardens located at 750 N. Major Avenue, Henderson, NV. 89015, pursuant to the attached specifications and drawings.

Until **10:00 a.m.** local time, **Friday, June 29, 2012**, at the **Development/Modernization Office of the Southern Nevada Regional Housing Authority, located at 340 N. 11th Street, Suite 150, Las Vegas, Nevada 89101**. At **10:15 a.m.** bids will be opened publicly and read aloud at the same office at **340 N. 11th Street, Suite 150, Las Vegas, Nevada 89101**.

2. Bidding Documents may be examined at the following local plan rooms: Construction Notebook, FW Dodge, Sierra Plan Room, Reed Construction Data or at the Development/Modernization Department offices of the SNRHA.
3. Bidding documents, specifications and any applicable drawings will be available for bidders to download from SNRHA website: **www.snrha.org** click on "Procurement" then "Current Bid Invitations" from the Vendor Center (follow the directions) or pick up a CD at no charge from the **SNRHA's Development/Modernization Department, 340 N. 11th Street, Suite 150, Las Vegas, Nevada, 89101 - (702) 922-6060**. **NOTE:** Copies of bid documents received from sources other than the SNRHA will cause your bid to be deemed invalid. Contractor is responsible for the reproduction of bid package, specifications and any applicable drawings, as well as the costs associated with said reproduction.
4. Work to be performed is subject to Davis-Bacon wage requirements for all contracts where the construction is estimated to be over \$2,000.
5. **This contract is subject to the conditions under Section 3** of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The SNRHA's Section 3 Plan contains mandatory numerical goals for hiring of residents and low and very low-income persons on all construction contracts, service contracts and professional service contracts that contain a labor component.
6. The SNRHA encourages Women, Minority and Disabled Veteran Owned firms to apply.
7. Each bid submitted must be accompanied by either: (a) a certified check or bank draft, payable to the Southern Nevada Regional Housing Authority; U. S. Government Bonds; or (b) a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to five percent (5%) of the bid. The successful bidder will be required to furnish and pay for satisfactory performance and payment bonds.
8. Award will be made to the responsive and responsible low bidder who submits the low bid that meets all requirements of the conditions and Form of Bid, General Requirements, and Contract requirements.
9. Bidder must be a duly licensed contractor in the State of Nevada for the category of work included. Bidder must also be licensed to do business in the City and County having jurisdiction.
10. A Pre-Bid conference is scheduled for **June 14, 2012** beginning @ **10:00 a.m. at the site located at 750 N. Major Avenue, Henderson, NV. 89015**. All prospective bidders should attend. The purpose is to consider prospective bidders concerns.
11. The SNRHA reserves the right to reject any and or all bids at any time during the bid process, or waive any informalities in the bidding.
12. Inquiries may be submitted in writing only to Southern Nevada Regional Housing Authority, Dev/Mod Dept., 340 N. 11th Street, Suite 150, Las Vegas, NV 89101 or via facsimile at (702) 922-6080 or at the SNRHA's TDD # (702) 387-1898.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

John N. Hill, Executive Director



INVITACION PARA OFERTAS – IFB # B12203

1. LA AUTORIDAD EN LA VIVIENDA REGIONAL DEL SUR DE NEVADA, referida como "SNRHA", recibirá ofertas selladas de Contratistas especializados con licencia para ejecutar el siguiente trabajo:

Proveer mano de obra, equipo y materiales para remover materiales peligrosos en la propiedad de Landsman Gardens, located at 750 N. Major Avenue, Henderson, NV. 89015. de acuerdo a las especificaciones y planos incluidos en el paquete de oferta.

Propuestas serán aceptadas hasta **10:00am**, hora local, el día **Viernes, Junio 29, 2012**, en la **Oficina de Desarrollo/Modernización del SNRHA, localizada en el 340 North 11th Street, Oficina 150, Las Vegas, NV. 89101**. A las **10:15am** del mismo día las propuestas se abrirán públicamente y serán leídas en voz alta en la misma oficina en el **340 North 11th Street, Oficina 150, Las Vegas, NV. 89101**.

2. Pueden examinar las copias de los documentos de Oferta en las siguientes oficinas locales: Construction Notebook, FW Dodge Reports, Sierra Plan Room, Reed Construction Data o en la oficina de Desarrollo/Modernización del SNRHA
3. Documentos de Oferta, especificaciones y planos estarán disponibles a los contratista en la pagina del Internet del SNRHA: **www.snrha.org** clic en la palabra "**Procurement**" siguiendo "**Current Bid Invitations**, localizado en el **Vendor Center** (siga las instrucciones) o puede recoger un disco compacto (CD), a no costo en la **oficina de Desarrollo/Modernización del SNRHA, localizada en el 340 North 11th Street, Oficina 150, Las Vegas, NV. 89101 - (702) 922-6060**. **Por favor tome nota:** que copias de los documentos de oferta que sean obtenidas por otros medios que no sean el SNRHA causaran que su propuesta sea inválida. **Contratista serán responsables por la reproducción de los planos y especificaciones y el costo asociado con dicha reproducción.**
4. El trabajo que se llevara acabo esta sujeto a Davis Bacon requisitos de salarios y es aplicable a todos los contratos donde el costo de la construcción es más de \$2,000 dólares
5. **Este contrato esta sujeto a las condiciones de la Sección 3** del Departamento de Desarrollo Urbano Acción 1968 enmendado, 12 U.S.C. 1701 u (Sección 3). El Plan de la Sección 3 del SNRHA contiene mandatarias metas numéricas para emplear residentes o personas de bajos o muy bajos recursos en todos los contratos de construcción, contratos de servicios y contratos de servicios profesionales que incluyan mano de obra.
6. SNRHA invita a los Negocios de la Minoría, Empresas de Mujeres (MBE, WBE) y Veteranos Deshabilitados a someter una oferta.
7. Cada oferta presentada debe ser acompañada por: (a) un cheque certificado del Banco, a nombre de Southern Nevada Regional Housing Authority, Nevada; bonos del Gobierno de U.S.; o (b) un bono de oferta satisfactoria llevada a cabo por el postor y garantías admisibles en una cantidad igual al (5%) de la oferta presentada con cada oferta. El mejor postor deberá proporcionar y pagar por la ejecución satisfactoria y pago de bonos.
8. Se otorgara el contrato al postor responsable que someta la oferta mas baja que cumpla con todas las Condiciones y Formas de la Oferta, Requerimientos Generales, y los Requisitos del Contrato/Oferta.
9. El Postor deberá tener Licencia de Contratista autorizada en el Estado de Nevada para la categoría del trabajo. El postor también debe tener licencia que le permita hacer negocios en la Ciudad y el Condado de Clark de la respectiva jurisdicción.
10. Una conferencia de Pre-Oferta esta programada para el día **Jueves, Junio 14, 2012** comenzando a las **10:00 a.m. en la propiedad localizada en el 750 N. Major Avenue, Henderson, NV. 89012**. Se recomienda a los posibles postores participar en las reuniones. El propósito de esta reunión es para responder las preguntas que tenga los posibles postores.
11. SNRHA se reservara el derecho de rechazar cualquiera o todas las ofertas, en cualquier momento durante el proceso de oferta, o rechazar cualquier oferta que tenga informalidades.
12. Favor dirigir por escrito cualquier pregunta técnica al Departamento de Dev/Mod del SNRHA, localizada en el 340 North 11th Street, Oficina 150, Las Vegas, NV. 89101 o vía fax al (702) 922-6080 o al SNRHA's TDD (702) 387-1898.

AUTORIDAD EN LA VIVIENDA REGIONAL DEL SUR DE NEVADA

John N. Hill, Director Ejecutivo



This Invitation for Bid number is **B12203** for the following:
Hazardous Materials Abatement at Landsman Gardens (AMP317)

BID SUBMISSION AND FORMAT CHECKLIST

IMPORTANT: Each bidder shall submit two (2) bid packages (1 original & 1 copy) with numbered tabs that extend out from the sides of the pages. Proposers are also required to "Sign, Date, and Print Name" on each page of any form that has such at the bottom and will arrange the following **mandatory forms** under each TAB as follows

COMPANY NAME: _____

- ____ TAB 1. The "**Bid Submission and Format Checklist**"
- ____ TAB 2. The "**Bid Form**" signed with written amount and dollar figure. (include completed Scope of Work breakdown for each individual house)
- ____ TAB 3. The "**Bid Bond**" with an executed Bid Bond Form (see Alternate Bid Guarantee if necessary)
- ____ TAB 4. "Section 3 -**Contractor Initial Response**" form (**Mandatory**)
- ____ TAB 5. "**Certification for Business Concerns**" form, if seeking a "Section 3" Business status
- ____ TAB 6. A complete "**Subcontractor's List**" with addresses is to be submitted at time of bid; **Subcontractors who are not submitted now Will Not be considered for approval.**
- ____ TAB 7. The "**Subcontractor Affirmative Action**" Form for each trade to be used
- ____ TAB 8. The "**Disclosure of Ownership**" Form (Prime Contractor & Subcontractors)
- ____ TAB 9. The "**Statement of Bidder's Qualifications**" Form
- ____ TAB 10. The "**Non-Collusive Affidavit**" Form
- ____ TAB 11. "**Certification of Payments to Influence Federal Transactions**" Form (HUD-50071)
- ____ TAB 12. "**Representation, Certifications and Other Statements of Bidders**" form (HUD 5369-A)
- ____ TAB 13. The "**Schedule of Amounts for Contract Payments**" (HUD-51000), form to be completed per instructions for Preparation of form (attached)

Submit all items, unfolded, in an envelope (clearly marked with the above IFB #, name of company submitting and/or person submitting). If you are submitting as a "Section 3 Business," please indicate on the front of the package as well.

Proposers who wish not to have any proprietary information released to the public must indicate on each page of their bid that the information being provided is for the purpose of this solicitation only and shall not be disclosed outside of the Housing Authority.

**** ANY ITEM LISTED HERE NOT INCLUDED WITH YOUR BID PACKAGE WILL CAUSE YOUR BID TO BE DEEMED "NON-RESPONSIVE"**

**** BIDDERS THAT FAIL TO COMPLETE ANY OF THE ABOVE FORMS, OR USE DIFFERENT FORMS, WILL BE DEEMED "NON-RESPONSIVE"**

Signature

Date

Printed Name



BID FORM

Page 2 of 3

4. In submitting this bid, it is understood that the right is reserved by the SNRHA to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver within ten (10) days after the contract is presented to him for signature.

5. Security in the sum of _____ Dollars (\$ _____), in the form of _____ is submitted herewith in accordance with the Specifications.

6. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

7. The bidder represents that he has (), has not (), participated in a previous contract or subcontract subject to the Equal Opportunity clause prescribed by Executive Orders 10925, 11114 or 11246 or the Secretary of Labor; that he has (), has not (), filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts, which are exempt from the clause.)

8. Certification of Non-segregated Facilities: By signing this bid, the bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term, "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward a notice of his proposed subcontractors as provided in the SNRHA instruction to bidders.

Signature

Date

Printed Name



BID FORM

Page 3 of 3

9. Right to Reject or Terminate: The SNRHA reserves the right to reject any an all bids or to waive any informalities in the process. No bid submitted shall be withdrawn for a period of sixty (60) days subsequent to the opening of proposals, or one hundred twenty days (120) days should HUD approval be required, without the express written consent of the SNRHA Development/Modernization Director. The SNRHA reserves the right to terminate the bid process or to terminate any award at any time for its convenience, or the cancel the sward and make award to the next qualified bidder if the original successful bidder is not able to deliver the required services in a satisfactory manner within the terms outlined within the plans and specifications of these documents.

NOTE: THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.W.C. 1001.



THE FOLLOWING ADDENDA AND/OR _____ ARE HEREBY ACKNOWLEDGED AS BEING INCLUDED IN THIS BID (Failure to acknowledge may cause bid rejection):

Addendum #: _____ Date: _____

Addendum #: _____ Date: _____

Addendum #: _____ Date: _____

Other: _____ By: _____

(Print or type name of person signing above)

Title: _____

Name of person submitting bid

Date

Company Name

Phone Number

Address

Fax Number

City, State, Zip

Signature

Date

Printed Name



BID BOND

Page 1 of 3

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____ as PRINCIPAL and
(Name of Principal)

_____ as SURETY, are held and firmly bound
(Name of Surety)

unto the Southern Nevada Regional Housing Authority, hereinafter called the "SNRHA," in the penal sum of
_____ Dollars, lawful money of the United States,
(Written Sum)

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid, dated _____, 20__ for:

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified within sixty (60) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with SNRHA in accordance with the bids as accepted and give bond with good and sufficient surety or sureties, as required by the U. S. Treasury Circular No. 570, sureties acceptable to the government, for the faithful performance of and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and given such bond within the amount specified in said bid and the amount for which SNRHA may procure the required work or supplies or both, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Signature

Date

Printed Name



BID BOND

Page 2 of 3

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

ATTEST:

(Sole Proprietorship or Partnership)

(Individual Principal Signature)

(Business Address)

(Seal)

(Name of Individual Principal above)

OR ATTEST:

(Corporation)

(Corporate Principal Signature)

(Business Address)

(Name of Corporate Principal above)

(Title)

(Seal)

Signature

Date

Printed Name



This Invitation for Bid number is **B12203** for the following:
Hazardous Materials Abatement at Landsman Gardens (AMP317)

BID BOND

Page 3 of 3

ATTEST:

(Surety Company)

(Corporate Surety Signature)

(Corporate Surety Signature)

(Business Address)

By: _____

(Title)

(Seal)

(Power of Attorney for person signing Surety Company must be attached to the Bond)

Signature

Date

Printed Name



SECTION 3 – CONTRACTOR INITIAL RESPONSE

Failure to complete this document will lead to your bid being deemed non-responsive.

Contractor Information

Company Name (Contractor) Contact Person

Address

City State Zip Code

Phone Fax E-mail

Section 3 Commitment

To meet the requirements of Section 3 of the Housing Act of 1968 [12 U.S.C. 1701u], as amended, the terms of the contract, and pursuant to Southern Nevada Regional Housing Authority’s policies outlined in the Section 3 Plan, the Contractor hereby agrees to provide the following opportunity or opportunities to low-income and low-skilled persons particularly those persons who are recipients of public housing:
(select all that apply)

- Joint venture with a SNRHA Resident-Owned Business (ROB). The business must be 51% or more owned by OHA public housing residents and receive 51% or more of the contract award
- Direct hiring of SNRHA’s Public Housing residents, Housing Choice Voucher participants and/or low and very low-income neighborhood residents based on the Section 3 Hiring Scale

Number of Hires Projected: _____

- Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Section 3 Hiring Scale

Proposed Training Program: _____
Proposed Training Cost: _____

- Contractor makes a contribution to the SNHRA’s Section 3 Job Development Fund

Upon award of the contract, the contractor will meet with SNRHA to develop the Section 3 Plan specific to the contract, including scheduled progress and compliance deadlines.

Signature

Date



SNRHA'S MANDATORY SECTION 3 REQUIREMENTS

Section 3 Clause

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).



SNRHA'S MANDATORY SECTION 3 REQUIREMENTS

**HIRING SCALE FOR SECTION 3 PARTICIPANTS
TRAINING AND EMPLOYMENT OPPORTUNITIES
(2/18/10)**

The Southern Nevada Regional Housing Authority (SNRHA) has adopted the following scale for hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents and other low- and very-low-income individuals with particular qualifications or a willingness to begin unskilled labor will be able to participate in the SNRHA's contracted labor efforts.

TOTAL CONTRACT/ SERVICE DOLLARS	Percentage of contract to base hiring requirements
Contract amount \$25,000 but less than \$100,000	6.0% of the contract amount
\$100,000, but less than \$200,000	5.5% of the contract amount
At least \$200,000, but less than \$300,000	5.0% of the contract amount
At least \$300,000, but less than \$400,000	4.5% of the contract amount
At least \$400,000, but less than \$500,000	4.0% of the contract amount
At least \$500,000, but less than \$1 million	3.5% of the contract amount
At least \$1 million, but less than \$2 million	3.0% of the contract amount
At least \$2 million, but less than \$4 million	2.5% of the contract amount
\$4 million or more	2.0% of the contract amount

The SNRHA has established four (4) ways in which a contractor may fulfill the Section 3 requirements as listed above. They are as follows:

1. Joint venture with a SNRHA resident-owned business. The business must be 51% or more owned by SNRHA Section 3 residents (includes all SNRHA housing programs) and receive a portion of the contract commensurate with the scale requirement outlined above; or
2. Direct hiring of SNRHA's Public Housing residents, Housing Choice Voucher participants, Affordable Housing residents and/or low and very low-income neighborhood residents based on the Section 3 Hiring Scale; or
3. Contractor incurs the cost of providing skilled training (State Board certified or similar) for residents in an amount commensurate with the sliding scale set forth in the Section 3 Hiring Scale; or
4. Contractor makes a contribution to the SNRHA's Section 3 Job Development Fund to provide assistance to residents to obtain training and employment. The level of contribution must be commensurate with the sliding scale set forth in the Section 3 Hiring Scale.

A contractor may fulfill their Section 3 obligation through a combination of these options but must meet all base requirements as set forth in this plan. When hiring, only the gross wages earned will be counted towards the Hiring Scale requirement. A prime contractor may also satisfy SNRHA resident hiring requirements through its subcontractors.



Furthermore, SNRHA has adopted the following threshold and scale for mandatory hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component.

TOTAL CONTRACT/ SERVICE DOLLARS	Minimum Number of Hires
\$100,000, but less than \$500,000	1 New Hire
At least \$500,000, but less than \$750,000	2 New Hires
At least \$750,000, but less than \$1 million	3 New Hires
At least \$1 million, but less than \$2 million	4 New Hires
At least \$2 million, but less than \$3 million	5 New Hires
At least \$3 million, but less than \$4 million	6 New Hires
For each additional \$1 million over \$4 million	1 New Hire per \$1 million

The contractor’s compliance will be evaluated based on this scale. This requirement is the minimum acceptable hiring scale; it is expected that most contractors will exceed this requirement.

**WHO CAN I HIRE?
Resident Hiring Requirements**

SNRHA’s preference is to ensure that as many SNRHA residents as possible are employed. In an effort to further that goal, SNRHA has created the following required hiring preference tier. Contractors must exhaust higher priority tiers before being able to hire in lower tiers. A contractor will submit an Intent to Hire form to the Section 3 Coordinator who will make referrals based on this requirement from the Job Bank maintained by SNRHA and the qualifications set forth by the Contractor.

- Tier 1 : Hire SNRHA Public Housing Residents, Housing Choice Voucher (aka Section 8) Participants or Affordable Housing Residents
- Tier 2 : Hire eligible Section 3 residents from approved YouthBuild programs
- Tier 3 : Hire non-SNRHA Section 3 residents residing in Clark County

If the Section 3 Coordinator is not able to provide qualified referrals for the position to be filled, they will certify that the Contractor has exhausted the higher priority tiers and allow the contractor to pursue hiring outside of SNRHA programs. Failure to obtain written approval to hire from Tier 3 beforehand will result in wages paid being deemed ineligible.

**HOW WILL SECTION 3 BE MONITORED AND ENFORCED?
Compliance Requirements**

The SNRHA requires contractors and vendors to implement progressive efforts to comply with Section 3. A Section 3 Coordinator will monitor and evaluate contractor compliance with established employment, training and resident hiring goals.

Each contract will be monitored closely to ensure ongoing compliance and prevent unforeseen issues during the contract or at the end of the contract period. In order to ensure attention to the compliance and efforts of the contractors, all service contracts and construction-based contracts that have specific terms and schedules for performance that exceed 90 days are **expected to be compliant at 50% completion and then 100% prior to**



contract close-out. More specifically, when the contract's progress or periodic schedule of payments meets or exceeds 50% of the total contract amount or billing exceeds 50% of the contract total, a contractor must also meet at least 50% of their Section 3 obligation to be considered compliant. If the contractor is not compliant at that midterm evaluation, SNRHA will follow the progressive non-compliance sanctions outlined in its comprehensive Section 3 Plan.

Contracts with specific terms and schedules that are 90 days or less in length will be monitored throughout their contract and must meet their obligations by the end of the initial term of the contract. All other contracts, such as indefinite quantities, task order and as needed professional services that do not have specific terms or schedules for performance will be evaluated for compliance throughout, but are expected to be compliant by the end date set in the contract. Multi-year contracts must achieve Section 3 compliance no less than annually.

These requirements apply to all four (4) ways a contractor may fulfill the Section 3 requirement. Contractors will not be able to request final payment or close-out their contract with SNRHA without Section 3 compliance. It is also the contractor's responsibility to request final compliance evaluation at contract close-out with the Section 3 Coordinator. Furthermore, those contractors who do achieve contract close-out while non-compliant will be fined per the sanctions outlined in the Section 3 Plan, and unable to receive a SNRHA contract award for the period of one (1) year following contract close-out.

**A complete copy of the SNRHA's Section 3 Plan & Policies is available in our website at
www.snrha.org
(Click Residents Link, Section 3 Program link)**



**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: Corporation Partnership Sole Proprietorship Joint Venture

****Please provide the required documentation listed in the category for which you are claiming preference:**

1. FOR BUSINESS CLAIMING STATUS AS A SECTION 3 RESIDENT-OWNED ENTERPRISE

Copy of resident lease Other evidence Copy of evidence of participation in a public assistance program

For the business entity as applicable:

- | | |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholder and % of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Latest Board minutes appointing officers | <input type="checkbox"/> Additional documentation |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement | |

OR

2. FOR BUSINESS CLAIMING SECTION 3 STATUS BY SUBCONTRACTING 25% OF THE DOLLAR AWARDED TO QUALIFIED SECTION 3 BUSINESS

- List of subcontracted Section 3 business and subcontract amount AND
 Copy of certification from City of Las Vegas or Clark County OR
 List of the qualifying subcontractors employees, indicating Section 3 status & tax return for the qualifying year

OR

3. FOR BUSINESS CLAIMING SECTION 3 STATUS, CLAIMING AT LEAST 30% OF THEIR WORKFORCE ARE CURRENTLY SECTION 3 RESIDENTS OR WERE SECTION 3 ELIGIBLE RESIDENTS WITHIN 3 YEARS OF DATE OF FIRST EMPLOYMENT WITH THE BUSINESS

- List of all current full time employees AND List of all employees claiming Section 3 status AND
 PHA Residential lease (less than 3 years from date of employment) OR Tax return for the year employee is claiming eligibility (Must be in the last 3 years – 2011, 2010, or 2009)

Authorizing Name and Signature

Title



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

The Southern Nevada Regional Housing Authority has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority 1

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority 2

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority 3

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority 4

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority 5

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority 6

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority 7

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation that provided the prices is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) Award. (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotation shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provisions of preference for

section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotations is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bid)*. Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x=lesser of:
When the lowest responsive bid is less than \$100,000.....	10% of the bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.....	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000.....	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000.....	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000.....	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million.....	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.....	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million.....	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million.....	2% of that bid, or \$105,000
\$7 million or more.....	1½ % of the lowest responsive bid, with no dollar limit

(ii) if no responsive bid by section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP))*. (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36 (d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concern and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for

section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

Dated: June 27, 1994.

Roberta Actenberg,
Assistant Secretary for Fair Housing and Equal Opportunity
 [FR Doc.94-15951 Filed 6-29-94; 8:45am]
 BILLING CODE 4210-28-P

Office of the Secretary
24 CFR Subtitle A and Parts 92, 219, 280, 570, 572, 574, 576, 583, 882, 889, 890, 905, 961 and 963.

[Docket No. R94-1678; FR-3536 F-01]
 RIN 2501-AB64

Economic Opportunities for Low- and Very Low-Income Persons-Conforming Amendments

AGENCY: Office of the Secretary, HUD

ACTION: Final Rule

SUMMARY: Section 3 of the Housing and Urban Development Act of 1968 (section 3), as amended by the Housing and Community Development Act of 1992, requires de economic opportunities generated by HUD financial assistance for housing (including public and Indian housing) and community development programs shall, to the greatest extent feasible, be given to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for those persons.



This Invitation for Bid number is **B12203** for the following:
Hazardous Materials Abatement at Landsman Gardens (AMP317)

SUBCONTRACTOR'S LIST

<u>NAME</u>	<u>(MBE/WBE)</u>	<u>TRADE</u>	<u>ADDRESS</u>	<u>PHONE</u>
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

(Prime Contractor)

By: _____

Title: _____

Signature Date Printed Name



This Invitation for Bid number is **B12203** for the following:
Hazardous Materials Abatement at Landsman Gardens (AMP317)

SUBCONTRACTOR AFFIRMATIVE ACTION

Page 1 of 2

Instructions when submitting a Subcontractor for approval under a Federally funded project, to ensure that Affirmative Action measures were taken to comply with the Equal Opportunity Executive Order 11246.

When selecting a Subcontractor, the General Contractor is to comply with the following:

1. Bid Form - line 6
2. General Conditions of the Contract for Construction (HUD-5370) Sections 37, 38 and 39
3. Supplementary General Conditions to Construction Contract and Specifications. All Sections on "Equal Employment Opportunity"

Date: _____ Project No.: _____

(Project Name)

(Project Location)

Gentlemen:

In selecting the Subcontractor listed below, a minimum number of _____ similar subcontracting firms were contacted to submit a bid. The highlights of the Subcontractor selection will be listed below:

1. Scope of work (state kind of work, if for labor, or material, or both, and give specification reference).

2. Date Bid advertised: _____

a. Method of advertisement: _____

3. Last day Bids accepted: _____

Signature

Date

Printed Name



SUBCONTRACTOR AFFIRMATIVE ACTION

Page 2 of 2

4. List of firms submitting bid (Please note the minority or women owned firms):

a. Attach the bid form(s), and a copy of the bid security deposit(s) used, for each submitted bid.

5. In your opinion, was the above procedure a "Good faith effort" in selecting a minority or women owned subcontracting firms?

Please submit this form and the requested forms along with the "Request for Acceptance of Subcontractor" for each Subcontractor you will be using.

(Prime Contractor)

By: _____

Title: _____

Signature Date Printed Name



This Invitation for Bid number is **B12203** for the following:
Hazardous Materials Abatement at Landsman Gardens (AMP317)

DISCLOSURE OF OWNERSHIP

INSTRUCTIONS: This form must be completed by the General/Prime Contractor, each Sub-contractor and Joint Venture Partnerships. Please provide copies of all Business Licenses, Articles of Incorporation, etc., and WBE, MBE Section 3, RBE Certifications with this form.

_____ Company Name	_____ Address	
_____ City, State & Zip	_____ Telephone	_____ Fax
_____ Primary Contact	_____ Title	
_____ Email Address	_____ Federal Tax Identification Number	
_____ City of Las Vegas Business License Number	_____ State of Nevada Contractor's License Number, If any	

NAME AND TITLE OF PRINCIPALS OF YOUR COMPANY

Please list additional principals on a separate sheet of paper.

_____ Name	_____ Title	_____ % Owned
_____ Name	_____ Title	_____ % Owned

SUPPLIER DIVERSITY STATEMENT: Because the SNRHA receives federal funding, we **must** report to the government our supplier diversity efforts. This Information is used for coding and reporting purposes only and will not affect the ability of your firm to do business with our agency. **If you do not complete this area, we cannot add your firm to our eligible list. Resident (RBE) Minority (MBE) or Women-Owned (WBE) Business Enterprise** qualifies by virtue of 51% or more of the ownership and active management by one or more of the following (check all that apply):

<input type="checkbox"/> Male Owned	<input type="checkbox"/> Public Held Corporation	<input type="checkbox"/> Government Agency	<input type="checkbox"/> Non Profit Org.
<input type="checkbox"/> Woman Owned	<input type="checkbox"/> Caucasian American	<input type="checkbox"/> Native American	<input type="checkbox"/> Hispanic American
<input type="checkbox"/> Asian/Pacific	<input type="checkbox"/> Hasidic Jew	<input type="checkbox"/> Asian/Indian	<input type="checkbox"/> SNRHA Resident
<input type="checkbox"/> African American	<input type="checkbox"/> Veteran <input type="checkbox"/> Disabled	<input type="checkbox"/> W/MBE Certification# _____	
<input type="checkbox"/> SEC 3/RBE Certification # _____	<input type="checkbox"/> Other _____		

DEBARRED STATEMENT: Has this firm or any principles ever been disbarred from providing any items or services by any local, state or federal governmental agency? Y or N If yes, please attach a full detailed explanation, including dates, circumstances and current status.

DISCLOSURE STATEMENT: Does/has this firm or any principal have/had any personal or professional relationship with any commissioner or officer of the SNRHA? Y or N If yes, please attach a full detailed explanation, including dates, circumstances and current status.

The undersigned hereby affirms that he/she is empowered to sign this form and requests that the above-noted firm be added to the SNRHA's list of firms eligible to do business with the SNRHA. The undersigned further affirms that, to the best of his/her knowledge, the above information is current and accurate, and acknowledges on behalf of the noted firm that the non-response of two (2) consecutive invitations to provide quotes/bids/proposals by the SNRHA will give the SNRHA the right to remove that firm from its list of eligible firms.

INSURANCE: Copy of insurance certificate must be provided immediately upon Notice of Award of contract, naming the SNRHA as the Certificate Holder and as an additional insured regarding General Liability.

General Liability Insurance Policy # and Carrier: _____

Workman's Compensation Policy # and Carrier: _____

Automobile Liability Insurance Policy # and Carrier: _____

Signature

Date

Printed Name



This Invitation for Bid number is **B12203** for the following:
Hazardous Materials Abatement at Landsman Gardens (AMP317)

KEY PERSONNEL

INSTRUCTIONS:

LIST PERSONNEL ASSIGNED TO THIS CONTRACT: Identify the individual(s) that will act as project manager and any other supervisory personnel who will work on project; attach brief resume for each:

Name:

Title

Signature

Date

Printed Name



STATEMENT OF BIDDER'S QUALIFICATIONS (GENERAL CONTRACTOR)

Page 1 of 2

All questions must be answered and the data must be clear and comprehensive. This statement must be notarized. Attach additional pages if needed.

1. Name of bidder: _____

2. Name of Principals: _____

3. Names of authorized signatories: _____

4. Permanent main office address: _____

5. When organized?: _____

6. Where incorporated?: _____

7. How many years have you been engaged in the contracting business under your present name?: _____

8. Previous names of companies in which the principals listed above (#2) have engaged in the contracting business:

9. List all contracts on hand by name of contract and gross amount:

10. Have you ever defaulted on a contract? If so, where and why?:

11. Have you ever refused to sign a contract at your original bid? If yes, explain:

Signature

Date

Printed Name



NON-COLLUSIVE AFFIDAVIT

State of (NEVADA)

County of (CLARK)

_____, being first duly sworn, deposes and says:

That he/she is _____ the party making the foregoing proposal or bid, and that such proposal or bid is genuine and not collusive or; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said bid proposal or bid are true.

Signature of:

(Bidder, if the bidder is an Individual)

(Partner, if the bidder is a Partnership)

(Officer, if the bidder is a Corporation)

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

My Commission Expires: _____
(Date)

Notary Public

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

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

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- [] Black Americans
- [] Asian Pacific Americans
- [] Hispanic Americans
- [] Asian Indian Americans
- [] Native Americans
- [] Hasidic Jewish Americans

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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. 1/1/2014)

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
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Name, Address, and Zip Code of Contractor

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

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

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

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.
 - d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. 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
1	Bond	20	Rough Carpentry		
2	General Conditions \1	21	Metal Bucks	44	Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
4	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
5	Footing Excavation	25	Stucco	48	Gas Distribution System
6	Backfill	26	Finish Carpentry	49	Electrical Distribution System
7	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting
8	Concrete Foundations	28	Glass & Glazing	51	Fire & Police Alarm System
9	Concrete Superstructures	29	Metal Doors	52	Fire Protection System
10	Reinforcing Steel	30	Metal Base & Trim	53	Street Work
11	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
12	Spandrel Waterproofing	32	Floors	55	(Other)
13	Structural Steel	33	Painting & Decorating	56	(Other)
14	Masonry	34	Screens		
15	Stonework	35	Plumbing		Equipment
16	Miscellaneous & Ornamental Metal	36	Heating	57	Shades & Drapery Rods
17	Metal Windows	37	Ventilating System	58	Ranges
18	Roofing	38	Electrical	59	Refrigerators
19	Sheet Metal	39	Elevators	60	Kitchen Cabinets & Work Tables
		40	Elevator Enclosures—Metal	61	Laundry Equipment
		41	Incinerators—Masonry & Parts	62	(Other)
		42	(Other)		
		43	(Other)	63	Punch List \2
				64	Lawns & Planting

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.



ALTERNATE BID GUARANTEE

At the time of Bid Submission the following could be submitted in lieu of the Bid Bond; (All amounts being 5% of the Bid price.)

- 1) A Certified check or bank draft made payable to the Southern Nevada Regional Housing Authority
- 2) A U. S. Government Bond in the amount made payable to the Southern Nevada Regional Housing Authority

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Mrs. Amparo Gamazo
Development/Modernization Department
Southern Nevada Regional Housing Authority
340 North 11th Street, Suite # 150
Las Vegas, NV. 89101-3611

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



GENERAL DECISION - No: NV120018
Modification #: 1

Dated: 02/10/12

RESIDENTIAL

Residential Wage Decision: will apply to the Dwelling unit abatement work.

Work on the **Non-Dwelling Buildings/Areas (Community Building, Laundry Room, Maintenance Shop and Management Office)** is considered to be incidental to the **Residential Wage Decision** therefore, this wage will also apply to the Non-Dwelling Buildings/Areas as described above.

**PLEASE NOTE THAT THE WAGE RATES MAY HAVE
CHANGED SIGNIFICANTLY**

The construction activity for this scope of work may require additional labor classifications not reflected in the approved wage decision, i.e., painter, plumber, etc. Therefore, enclosed is HUD-4230-A, Report of Additional Classification and Rate.

Per HUD Labor Relations Department, the Contractor is no longer required to contact three (3) contractors in the area who perform this work and request data on wages paid and number of employees. **The Contractor is still required, for this contract, to submit form HUD-4230-A, Report of Additional Classification and Rate, for approval of classifications not included in the approved wage determination.** Refer to Section 46 of the General Conditions for Construction Contracts (form HUD-5370).

Please forward the information requested above to HUD, *through* the Southern Nevada Regional Housing Authority, for final processing.

General Decision Number: NV120018 02/10/2012 NV18

Superseded General Decision Number: NV20100018

State: Nevada

Construction Type: Residential

County: Clark County in Nevada.

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

Modification Number	Publication Date
0	01/06/2012
1	02/10/2012

CARP1780-001 07/01/2011

	Rates	Fringes
Carpenter, Drywall Hanger Only...	\$ 37.76	11.85

ZONE PAY:

0 to 40 miles radius from intersection of Maryland Parkway and Charleston Blvd in Las Vegas: Free Zone

40 to 60 miles radius: \$2.50 additional per hour

Over 60 miles radius: \$4.25 additional per hour

Laughlin Area: \$2.00 additional per hour

ELEC0357-005 06/01/2011

	Rates	Fringes
ELECTRICIAN.....	\$ 38.99	17.07+3%

ZONE PAY:

(A) The area bound by a 25 mile radius from the intersection of Main Street and Fremont Street in Las Vegas is hereby established a Free Zone.

(B) The area bound by a 25-55 mile radius from the intersection of Main and Fremont Street shall receive \$2.50 per hour at a straight time rate for Zone Pay.

(C) The area outside of 55 miles radius from Main Street and Fremont Street shall receive \$3.50 per hour at the straight time rate of Zone Pay.

* ENGI0012-011 01/01/2012

	Rates	Fringes
--	-------	---------

Operators:

(4) Roller, Base (Ride

along).....	\$ 38.70	21.22
(6) Bulldozer.....	\$ 38.92	21.22
(8) Paver, Including Asphalt.....	\$ 39.03	21.22

Add \$2.00 per hour to wage rates:
20 miles to 40 miles from the City Hall of Las Vegas
Add \$3.00 per hour to wage rates:
40 Miles to 60 Miles from the City Hall of Las Vegas
Add \$3.50 per hour:
Over 60 Miles from the City Hall of Las Vegas

LABO0872-006 07/01/2009

	Rates	Fringes
LABORER		
(1) Form Stripping.....	\$ 25.31	17.63
(2) Asphalt Dumpman.....	\$ 25.52	17.63
(3) Cement Mason Tender, Pipelayer.....	\$ 25.62	17.63

PLAS0797-002 07/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.17	12.11

ROOF0162-003 08/01/2011

	Rates	Fringes
ROOFER.....	\$ 24.11	7.82

SHEE0088-001 08/01/2011

	Rates	Fringes
Sheet Metal Worker (HVAC Duct Only).....	\$ 22.54	12.76
Zone 1: 0 to 30 miles		\$0.00
Zone 2: 30 to 50 miles		\$2.50
Zone 3: 50 to 100 miles (including Laughlin)		\$3.50
Zone 4: over 100 miles		\$5.00

* SUNV2007-017 09/14/2007

	Rates	Fringes
CARPENTER, Excludes Drywall Hanging.....	\$ 13.39	1.95
LABORER: Common or General.....	\$ 9.00	0.00
LABORER: Landscape Only.....	\$ 7.25	0.00
OPERATOR: Backhoe.....	\$ 13.96	0.00
OPERATOR: Excavator.....	\$ 14.30	0.00

OPERATOR: Forklift.....	\$ 15.80	0.60
OPERATOR: Grader/Blade.....	\$ 25.79	6.34
OPERATOR: Loader.....	\$ 20.81	5.12
OPERATOR: Scraper.....	\$ 21.53	7.33
OPERATOR: Trencher, Excluding Hand Guided Trencher...	\$ 16.35	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 17.50	1.91
TRUCK DRIVER: Water Truck.....	\$ 17.36	1.79

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 01/31/2010)

1. FROM (name and address of requesting agency)	2. PROJECT NAME AND NUMBER
	3. LOCATION OF PROJECT (City, County and State)

4. BRIEF DESCRIPTION OF PROJECT	5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway
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6. WAGE DECISION NO. (include modification number, if any) <input type="checkbox"/> COPY ATTACHED	7. WAGE DECISION EFFECTIVE DATE
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8. WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

9. PRIME CONTRACTOR (name, address)	10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)
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Check All That Apply:

- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

Check One:

- Approved, meets all criteria. DOL confirmation requested.**
- One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.**

<p style="text-align: center;">_____</p> <p style="text-align: center;">Agency Representative (Typed name and signature)</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Phone Number</p>	<p>FOR HUD USE ONLY LR2000:</p> <p>Log in:</p> <p>Log out:</p>
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Report of Additional Classification and Wage Rate	U.S. Department of Housing and Urban Development Office of Labor Relations	OMB Approval No. 2501-0011 (Exp. 01/31/2010)
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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 data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. 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.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

Instructions

General:

Contractors/Employers: Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits, that are proposed.

Local Agency Staff: Complete items 2 through 10. Submit one copy of this form to the responsible HUD Labor Relations Office with a copy of the applicable Davis-Bacon wage decision and the written request from the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.)

1. For HUD or State CDBG Office use. Enter the name and address of HUD Office (or State CDBG office) submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, New construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number of the Davis-Bacon wage decision applicable to the construction work. Include the number of wage decision modifications (if any) applicable to the work.
7. Enter the effective date of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Self-explanatory.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of Form: HUD Labor Relations/State CDBG use.

HUD Labor Relations/State CDBG Staff: Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the HUD/State CDBG agency representative, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, *and* a cover letter explaining how the employer's request failed to meet one or more of the criteria.

Submission of Report

Completed forms shall be sent to: Branch of Construction Wage Determinations, U.S. Department of Labor, 200 Constitution Avenue, NW, Room S-3014, Washington, DC 20210.

How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.

Check one of the boxes and list name of contractor or subcontractor

The last day of the payroll period.

Fill out completely with contractor or subcontractor address

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR
Sample Construction Company

ADDRESS 385 West Drive, Madison WI 53703

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

PAYROLL NO. 8

FOR WEEK ENDING 04/24/2010

PROJECT AND LOCATION
Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO.
3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(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	State with- holding tax	Medicare	OTHER		TOTAL DEDUCTIONS
			Sun	Mon	Tue	Wed	Thu	Fri	Sat										
Alex Driver - #####	2	Power Equipment Operator Bull Dozer Group						2.00	2.00	\$62.83	\$1,422.84	\$161.00	\$185.15	\$156.97	\$50.31	\$85.00	\$642.43	\$1,374.03	
				8.00	8.00	5.50	6.00		27.50	\$1132.1585	\$2,012.46								

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.

Type the word "Final" when the last payroll is submitted for the project.

Indicate the days and dates of the pay period. (should match week ending directly above)

The name and location of project.

The prime contractor should include the project number as listed in the loan

List each worker's name.

Only laborers and mechanics performing construction work under the contract should be listed.

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

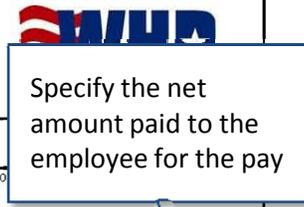
Specify the job classification located in the contract wage decision and/or the corresponding job title.

List hourly wage rate and fringes paid in cash (not those paid to plans)

Specify the net amount paid to the employee for the pay

(For Contractor's Optional Use; See instructions at www.dol.gov/esa/whd/01ms/wh347instr.htm)

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



Company Name: _____ ADDRESS: 385 West Drive, Madison WI 53703
 FOR WEEKENDING: 04/24-25-26-27-28-29-30-01 PROJECT AND LOCATION: Robin Street Apartments, Deblafiel WI 53018 PROJECT OR CO: 3000

NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF DAYS EMPLOYED	WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK			
			Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITHH.	UNEMP.	STATE	OTHER					
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2						2.00	2.00	\$62.83	\$1,422.84								\$161.00	\$538.43	\$1,374.03	
Jason Worker - #####	2	General Laborer						4.00	4.00	\$19.20	\$76.80								\$136.06	\$57.71	\$1,233.07	
Shawn Worker - #####	3	Contractor						1.50	1.50	\$60.19	\$90.28								\$121.00	\$40.31	\$1,406.18	
		Apprentice Carpenter 1st 6 mo. at 40%						4.00	4.00	\$32.72	\$1,064.72								\$85.18	\$307.71	\$757.01	
		Plumber						2.00	2.00	\$67.88	\$1,004.80											
Roy Wrench - #####	5	Steamfitter						2.00	2.00	\$69.13	\$1,038.40								\$163.46	\$480.16	\$1,563.04	
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4						2.00	2.00	\$60.80	\$719.28								\$113.45	\$415.93	\$1,023.27	

Specify the total overtime and straight time hours worked on the project.

Must accurately reflect overtime and straight time hours worked under the contract.

Specify the gross earnings for the hours worked under the contract.

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 (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 week... 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 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 for compliance with the Davis-Bacon Act and the Contract Work Hours and Safety Act. If you have any questions, please contact the nearest Office of Labor-Management Programs at 202-455-6000.

Public Burden Statement

A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

PAYROLL
 Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347
 required to respond to the collection of information unless it displays a currently valid OMB control number.

Provide explanation of "other" deductions on signatory page.



ADDRESS: 385 West Drive, Madison WI 53703
 PROJECT AND LOCATION: Robin Street Apartments, Delafield WI 53018
 PROJECT OR CONTRACT NO.: 3000
 Expires: 2/31/2011

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF (c) EXCEPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			Sun	Mon	Tue	Wed	Thu	Frid	Sat				FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER		TOTAL DEDUCTIONS
			HOURS WORKED EACH DAY																
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2						2.00	2.00	\$62.83	\$1,422.84	\$161.00	\$185.15	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03	
Jason Worker - #####	2	General Laborer		8.00	8.00	8.00	5.00	6.00	4.00	\$49.20	\$2,012.46	\$136.06	\$156.47	\$132.66	\$42.52		\$467.71	\$1,233.07	
Sharon Wood - #####	3	Carpenter		8.00	8.00	8.00	8.00	8.00	1.50	\$60.19	\$1,700.78	\$151.00	\$154.77	\$128.35	\$47.19		\$481.31	\$1,406.18	
Reggie Tree - #####	1	Apprentice Carpenter 1st 6 mo. at 40%		8.00	8.00	8.00	8.00	8.00	4.00	\$32.72	\$1,887.49	\$85.18	\$105.41	\$90.50	\$26.62		\$307.71	\$757.01	
Roy Wrench - #####	5	Plumber		8.00			4.00	8.00	20.00	\$67.88	\$1,064.72								
Roy Wrench - #####	5	Steamfitter		8.00	8.00	4.00			20.00	\$69.13	\$1,004.80	\$163.46	\$147.11	\$118.51	\$51.08		\$480.16	\$1,563.04	
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4		8.00	8.00			8.00	24.00	\$60.80	\$2,043.20	\$115.14	\$142.48	\$122.33	\$35.98		\$415.93	\$1,023.27	

Fringe benefits are not paid as cash to Bart Turner: explanation is included under "(c) exceptions" on signatory page.

While completion of Form WH-347 is required for all construction contracts, the contractor or mechanic has been paid.

Employers generally 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 requires employers 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 employers to submit this information to the federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take approximately 15 minutes to complete this form. 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, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

(over)

Date 04/28/2010

I, Tiffany Payer Payroll Supervisor
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Sample Construction Company on the
(Contractor or Subcontractor)
Robin Street Apartments, Delafield WI; that during the payroll period commencing on the
(Building or Work)
18 day of 4, 2010, and ending the 24 day of 4, 2010,

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

Sample Construction Company from the full
(Contractor or Subcontractor)

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:

Alex Driver - ##### - other deductions - \$85 for child support

Explanation of "other"

(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
Power Equipment Rotary Drill Group 4	paid directly to plan: health & dental at \$12.50 per hour and Pension at \$6.25 per hour

Explanation of exception to fringe benefits

REMARKS:

NAME AND TITLE
Robert Sample, Owner

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.

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 01/31/2014)

Applicability. This form is applicable to any construction/development contract greater than \$100,000.

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 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, 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.

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1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions 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.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

2. Contractor's Responsibility for Work

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 Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be required in the planning and production of the work. Such

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words 'directed', 'required', 'ordered', 'designated', 'prescribed', or words of like import are used, it shall be understood that the 'direction', 'requirement', 'order', 'designation', or 'prescription', of the Contracting Officer is intended and similarly the words 'approved', 'acceptable', 'satisfactory', or words of like import shall mean 'approved by', or 'acceptable to', or 'satisfactory to' the Contracting Officer, unless otherwise expressly stated.
- (c) Where 'as shown', 'as indicated', 'as detailed', or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word 'provided' as used herein shall be understood to mean 'provide complete in place' that is 'furnished and installed'.
- (d) 'Shop drawings' means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be 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. Before installing the work, the Contractor shall

When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any
- examine the drawings and the specifications for

compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (2) Protect the lives, health, and safety of other persons;
 - (3) Prevent damage to property, materials, supplies, and equipment; and,
 - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
 - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.
- (f) New work which connects to existing work

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.
- shall correspond in all respects with that to which it

connects and/or be similar to existing work unless otherwise required by the specifications.

- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.

amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to

contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the

work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of _____ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

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 120 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be 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

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.

acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting

Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the
 - (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

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:
 - 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 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

costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

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

*\$100.00 per dwelling unit per day,
in addition to \$100.00 per non-dwelling
unit per day.

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

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

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount]

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 1 Mil [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

- (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 HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

be posted at all times by the Contractor and its

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

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

accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or

program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
 - (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
 - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds: (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

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



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of
the

(Name of Secretary of Corporation)

Corporation named as Principal in the within Bond; that _____
(Name of Signatory)

who signed the said bond on behalf of the Principal was then

_____ of said Corporation; that I know his signature, and his
(Title)

signature thereto is genuine; and that said Bond was duly signed, sealed, and attested to, for and in
behalf of said Corporation by authority of its governing body.

(Corporate Seal)

Signature

Date

Printed Name



**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Page 1 of 2

- A. The Southern Nevada Regional Housing Authority certifies that it will, or will continue to provide a drug free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e) Notifying HUD in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number (s) of each affected grant;
 - f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Signature

Date

Printed Name



**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS**

Page 2 of 2

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of performance (street, address, city, county, state, zip code)

By: _____
General Contractor

ATTEST



CERTIFICATIONS

I, _____, certify that I am the
 (Name of Signatory or Officer of Contractor)
 _____, of the Corporation
 (Title)
 named as "Contractor" herein, that _____,
 (Name of Signatory)
 who signed the Contract on behalf of the Contractor, was then _____
 (Title)
 of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing
 body, and is within the scope of its corporate powers.

(Corporate Seal)

I HEREBY CERTIFY that to the best of my knowledge and belief, based upon observation and inquiry,
 _____ who signed this Contract for the
 (Name of Signatory)
 _____, had the authority to execute the
 same,
 (Name of Contractor)

and is the individual who signs similar Contracts on behalf of this Corporation and the public generally.

John N. Hill, Executive Director

(This last certification must be made by the person who signed the Contract for the Southern Nevada Regional Housing Authority.)



HUD INFORMATION BULLETIN 90-23

Page 1 of 2

1. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

- a. The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- b. In the event of any claim or suit against the SNRHA on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the SNRHA, when requested by the Contracting Officer, all evidence and information in possession of the contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the SNRHA except where the contractor has agreed to indemnify the SNRHA.
- c. The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architects-engineer subcontracts) and those for material, expected to exceed the Small Purchases threshold.

2. CLEAN AIR AND WATER CERTIFICATION

The Contractor certifies that:

- a. Any facility to be used in the performance of this proposed contract is _____ / is not _____ listed on the Environmental Protection Agency List of Violating Facilities;
- b. The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication for the Administrator, or a designee, or the Environmental Protection Agency, indicating that any facility that the Offeror proposed to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- c. The Contractor will include a certification substantially the same as this certification, including this paragraph (c) in every nonexempt subcontract.

3. CLEAN AIR AND WATER

"Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean Air standards," as used in this clause, means:

- (1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements combined in, issued under, or otherwise adopted under the Air Act or Executive Order 11738.
- (2) An applicable implementation plan as described in Section 1109d of the Air Act (41 U.S.C. 7401d)
- (3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or
- (4) An approved implementation procedure under section 1129(d) of the Air Act (42 U.S.C. 7412(d))

Signature

Date

Printed Name



HUD INFORMATION BULLETIN 90-23

Page 2 of 2

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317)

"Compliance," as used in this clause, means compliance with:

- (1) Clean air or water standards; or
- (2) A schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontract, used in the performance of a contract or subcontract. When a location or site shall be deemed a facility except when the Administrator, or a designee, or the Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

b. The Contractor agrees:

- (1) To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirement specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;
- (2) That no portion of the work as required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;
- (3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and
- (4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph(b)(4).

4. ENERGY POLICY AND CONSERVATION ACT

The Contractor must meet the mandatory energy efficiency standards as required by the Energy Policy and Conservation Act (Pub.L.94-16). The "Covered product" shall meet the highest energy efficiency requirements in accordance with industry performance standards. "Covered product" means a consumer product such as central air conditions, freezers, furnaces, and water heaters. Copies of standards can be obtained from the list identified in the SNRHA's project manual, dated December 1989, page 01090-4 under the trade association names and titles section.

Signature

Date

Printed Name



SPECIAL CONDITIONS

1. PROJECT SITE(S)

- (1) **LANDSMAN GARDENS – 750 NORTH MAJOR AVENUE, HENDERSON, NV. 89015**

2. TIME FOR COMPLETION

- A. The total project shall be completed within **120 calendar days** and in accordance with approved construction schedule.
- B. Completion shall be further defined as "Substantial Completion" of the work in progress to include but not limited to:
1. All **final inspections** and **Certificate of Occupancy** Inspections (if applicable) are approved by City/County Building Officials, Water District, Sanitation District, Fire Department, Public Work and/or State of Nevada **as required and by any other agency having jurisdiction over the project.**
 2. Minor punch-list items.
 3. If the work does not require a permit from a local jurisdiction, only **minor punch-list items** will be considered for work remaining. Minor punch-list items shall be defined as: adjusting components, touch up paint, minor clean-up, not to include **hauling debris away from the site**, etc.
- C. **When a project is declared "Substantially Completed,"** the only work left to complete will be **minor punch-list items.**
- D. The contractor shall notify the Housing Authority in writing when the job is considered substantially complete and the requirements in **item 2.B. of this document** have been met. Lack of written notification will result in the accrual of contract time until written notice is received.
- E. The Housing Authority must have the concurrence of the Engineer/Professional of Record before the job is considered "Substantially Complete."
- F. Final payment application (10% retention) can not be released until the punch-list has been completed and all close-out documents have been received and approved by the Housing Authority.

3. LIQUIDATION DAMAGES

As actual damages for any delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall pay to the SNRHA, **the sum of \$100 per dwelling unit per day in addition to \$100 per non-dwelling unit per day,** as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed and accepted.

4. COMMUNICATIONS

- (a) All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- (b) Any notice to or demand upon the contractor shall be sufficiently given if delivered at the office of the contractor stated on the signature page of the Contract or at such other office as he may from time to time designate in writing to the SNRHA or deposited in the United States mail in a sealed postage-prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.



SPECIAL CONDITIONS

- (c) All papers required to be delivered to the SNRHA or architect shall, unless otherwise specified in writing to the contractor, be delivered to the SNRHA and any notice to or demand upon the SNRHA or architect shall be mailed in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to the SNRHA at such address, or to such other representatives of the SNRHA or to such other address as the SNRHA may subsequently specify in writing to the Contractor for such purpose.
- (d) Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in case of telegrams, at the time of actual receipt.

5. JOB OFFICES

- (a) The Contractor must designate an area to serve the posting requirements of this contract. A board (4 X 8) must be in plain view in a well-trafficked area at each site. On this board will be posted EEO and wage information in compliance with the General Conditions of this contract.
- (b) For all jobs over \$500,000, the Contractor shall furnish and maintain, during construction of the project, adequate facilities at the site to be designated by the SNRHA for the use of the SNRHA and the Architect, as follows: Development/Modernization Director will state the need.
- (c) The Job Office shall include office space of approximately 12' X 12' with light, heat, cold water, toilet facilities, janitor's service, local telephone, plan tables and plan racks, a desk, chair and one four-drawer file cabinet. The Contractor may, at his option, furnish a Job Office trailer that specifically has been designed for that purpose. The trailer, if used, shall be subject to approval by the SNRHA.
- (d) The Contractor and his subcontractors may maintain such office and storage facilities on the site as may be necessary for the proper conduct of the work. These shall be located so as to cause no interference with any work to be performed on the site. The Architect shall be consulted with regard to locations.
- (e) Upon completion of the project, or as directed by the SNRHA or Engineer, the Contractor shall remove all such temporary structures and facilities from the site, same to become his property, and leave the premises in the condition required by the Contractor.

6. MINIMUM RATES OF PAY

A schedule of the minimum rates of pay applicable to this Contract is attached.

7. EQUIPMENT FURNISHED BY OTHERS

- (a) The following equipment will be furnished by others but installed by the Contractor:
not applicable
- (b) The Contractor shall, at his expense and risk, unload and install equipment, and do any necessary hauling to the places for installation. The Contractor shall furnish the SNRHA with a schedule of his need for equipment sufficiently of such need to enable the SNRHA to obtain delivery under the procurement contracts.



SPECIAL CONDITIONS

- (c) Where the type of equipment requires rough-in dimensions, the Engineer or SNRHA will furnish them to the Contractor as soon as available.
- (d) When equipment arrives at the delivery point, the Contractor shall promptly unload and transfer it to the project site, unless otherwise permitted or directed. The equipment shall not be unloaded except in the presence of a representative of the SNRHA with whom the Contractor shall jointly determine what, if any, damage has occurred in transit, and the responsibility therefore. Turnover of the equipment to the Contractor shall then be formalized by means of a transfer receipt, executed in triplicate, signed by the representatives of the Contractor and the SNRHA. This document shall show all particulars of the shipment it covers, the number and condition of the items turned over to the Contractor shall be fully responsible for the equipment.
- (e) The Contractor shall inspect all equipment items for latent defects or concealed damage and for shortages, and immediately report all such discrepancies to the SNRHA so that correction or replacement can be obtained.
- (f) The provision to "install" as used in paragraph 7.b. above, covers all operations and materials in connection with this equipment necessary to (1) distribute; (2) uncrate; (3) assemble as may be normally necessary; (4) place in permanent position; (5) connect up; and (6) clean up.
- (g) The Contractor shall deliver all such equipment in whole and satisfactory operating condition. He shall be responsible for actions and costs applicable to final testing, adjusting, and checking for proper performance.

8. PERFORMANCE AND PAYMENT BONDS

The company providing the required performance and payment bonds must be listed in U.S. Treasury Circular No. 570 as a surety approved to issue bonds securing Government contracts in the State of Nevada.



ADDITIONAL CLAUSES AND REQUIREMENTS

1. Contract Change Procedures:

a. **Modifications:**

Changes in the work may be accomplished after execution of the contract for construction, if approved by the SNRHA and provided in the Agreement Between Owner and Contractor, and without invalidating the Contract for construction, by Supplemental Instruction or by Change Order, subject to the limitations stated in this Section and elsewhere in the Contract documents.

(1) A **Modification** is a:

(1.a.) **Supplemental Instruction:** Is an order for a minor change in the work issued by the Architect/Professional, involving no changes in the contract amount or contract time, and or a

(1.b.) **Change Order:** Is a written instrument prepared by the Owner and signed by the Owner, contractor and Architect/Professional, stating their agreement upon a change in the work, which results in a change in the Contract time and/or Contract amount.

(2) Changes in the work shall be performed under applicable provisions of the Contract documents and the Contractor shall proceed promptly, unless otherwise provided in the Supplemental Instruction or Change Order.

(3) If the unit prices are stated in the Contract documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities or work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

(4) The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract sum shall be actual net cost as confirmed by the Owner.

b. **Supplemental Instructions:**

The Architect/Professional has the authority, with the approval of the Owner, to order minor changes in the work not involving adjustment in the Contract sum or extension of the Contract time and not inconsistent with the intent of the Contract documents. Such changes shall be affected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

c. **Changes Orders:**

(1) **Change Order Request:** The Architect/Professional may request a Change Order Request (COR) from the Contractor, which includes a detailed description of a proposed change in the work, with or without supplementary or revised drawings and specifications. Within seven (7) calendar days of the request, the Contractor shall submit the COR to the Architect/Professional, with a statement describing the reasons for the change and the effect on the Contract amount and Contract time, with full documentation. The Contractors COR will include a description of the effect on work separate or other contractors. After review, the Architect/Professional will submit the COR to the Owner, with recommendations. If necessary, the Change Orders costs will be negotiated between the Contractor and Owner, prior to final approval.

(2) **Change Order:** When the Owner and Contractor agree with the adjustments in the Contract amount and Contract time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded in the Change Order prepared by the Owner and executed by all parties.



- (3) **Change Order Procedures:** The Contractor will submit proposals and/or billings for materials and/or labor for all additional work in strict conformance with all provisions, rates and requirements as set forth in the Prevailing Wage Rates outlined in the Construction Contract Documents. The Contractor will submit proposals and/or billings for materials and/or labor with charges limited to those set forth below:

(3.1) **Materials:**

- a. The cost of products or materials to the Contractor or Subcontractor less any applicable trade discount shall be subject to mark-up for overhead and profit, of ten percent (10%).
- b. The Owner reserves the right to request copies of any or all invoices or contracts, including those from the originating suppliers, subcontractors or manufacturers.
- c. No overhead and profit will be allowed on taxes.

(3.2) **Labor:**

- a. The General Contractor will be allowed to add a maximum of fifteen percent (15%) overhead and profit in the Change Order labor cost.
- b. Contractor and Subcontractor labor costs shall be based on current (at time of advertising for bid) prevailing wages rates as approved by the Department of Housing and Urban Development, Labor Relations Department.

- (3.3) No additional overhead and profit will be allowed for omitting work. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

- (3.4) Any change order submitted that does not meet the above requirements will not be considered by the SNRHA.

- d. **Execution of change orders:** A Change Order will be fully executed by the Owner after the document is signed by the Contractor and the Architect/Professional.

- (1) Pending full execution of change order, the Contractor may included approved amounts in the Applications for Payment.

2. Claims for Adjustments and Disputes:

- a. Any controversy or claim, excepting artistic effect as generally accepted in the industry, arising out of or relating to the bid process or the performance of a contract, which cannot be resolved by mutual agreement or the protest procedures (including administrative appeal) contained herein, shall, pursuant to NRS 338.150, be settled by arbitration as administered by the Nevada Arbitration Association, at Las Vegas, Nevada, as follows:

- (1) If the value of the protest, dispute, intended award or contract is less than \$50,000, the dispute shall be settled according to the STREAMLINED ARBITRATION RULES of the Nevada Arbitration Association.

- (2) If the value of the protest, dispute, intended award or contract is more than \$50,000, the dispute shall be settled according to the CONSTRUCTION, COMMERCIAL AND VOLUNTARY ARBITRATION RULES of the Nevada Arbitration Association. Judgment upon the award rendered by; the arbitrators may be entered into any court having jurisdiction thereof.



- b. In the event that any controversy or claim arising out of or relating to the performance of the bid becomes the subject of arbitration, the Southern Nevada Regional Housing Authority (SNRHA) shall have the right, at its option, to join or bring in any additional party to the arbitration proceeding, and the bidder hereby irrevocably consents and agrees to such joinder.
- c. In the event that the SNRHA is named a party to any arbitration action arising out of, or resulting from the purchase and/or delivery of the services/items specified in this bid, the bidder hereby agrees, at the request of the SNRHA, to be joined as a party to the arbitration proceeding and to be bound by any decision resulting from arbitration.
- d. None of the time provisions imposed apply to the joinder rights provided herein in such a way as to preclude the SNRHA from joining the bidder as a party to any arbitration proceeding in which it is named and which arises out of, or results from, the purchase and/or delivery of the services/items specified in this bid.
- e. In order for the bidder to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the SNRHA within thirty (30) calendar days after the claim, dispute or other matter arises. In order for the SNRHA to be able to arbitrate any claim, dispute or other matter in question between the parties, written notice must be given to the bidder within sixty (60) calendar days after the claim, dispute or other matter arises. The purpose of such notification is to place the other party on notice so that proper measures can be taken to properly defend against such claim, dispute or other matter, and the failure to give such notice shall preclude the party desiring arbitration from subsequently arbitrating that particular claim, dispute or other matter.
- f. The filing of this written notice shall preserve that party's right to arbitrate, but shall not obligate the party to proceed with arbitration. In the event that either party desires to proceed with the arbitration of a claim, dispute, or other matter with respect to which such notice has been given, a written demand for arbitration shall be filed in writing with the other party within sixty (60) calendar days after the ending of the contract, and failure to make such demand shall forever bar such claim from being arbitrated.
- g. In the event of arbitration, it is agreed by the parties that all means of discovery, including but not limited to depositions and interrogatories, will be afforded to the parties involved in the arbitration, and the appointed arbitrator(s) shall have all authority to impose sanctions against either party for failing to comply with the rules for discovery provided under the Nevada Rules of Civil Procedure.
- h. Within ten (10) calendar days after written receipt by either party of the other's intention to arbitrate, both parties shall each select an arbitrator of their own choosing which shall be uncontestable by the other party.
- i. The two-(2) uncontestable arbitrators shall attempt to select a third arbitrator who shall be as neutral as unmanly possible. The third arbitrator should not be actively involved in an industry directly involved in the items, materials or services to be purchased under this contract. The background of the third arbitrator should be of broad general business, preferably in a senior management position.
- j. If a third suitable arbitrator cannot be found by the two uncontestable arbitrators within fifteen (15) calendar days after the first being selected, then either party may, in writing, make application to the Eighth Judicial District Court in accordance with NRS 38.005 for an appointment of the third arbitrator.
- k. Upon appointment of the third arbitrator, all three (3) arbitrators shall commence within five (5) calendar days after that appointment to commence reaching a determination of the dispute, under the applicable industry rules of the American Arbitration Association.
- l. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- m. If the contract is still in force, the contractor shall carry the work and maintain progress during any arbitration, court proceedings or other disputes excluding those contained in this section, unless otherwise mutually agreed upon in writing. The arbitration shall be conducted in accordance with all Bid Documents.



3. Default:

The SNRHA may, subject to the provisions outlined below, terminate the whole or any part of the contract in any one of the following circumstances, by written thirty-(30) calendar day's notice of default to the contractor:

- (1) If the contractor fails to perform the service(s) within the time specified herein or any extension thereof; or
- (2) If the contractor fails to perform any of the provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within the requirements set forth in the Bid Documents; or
- (3) In the event the contractor is unable to tender performance on the date, time, and location specified by the SNRHA, the contractor agrees to pay the SNRHA an amount equal to the actual costs incurred by the SNRHA in replacing the contractor's services. Indemnification shall be made for the time the contractor fails to perform under the terms and conditions of the contract. In addition to the above payments, damages arising from the contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the contractor.
- (4) Except with the respect to defaults of the subcontractors, the contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control without the fault or negligence of the contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the SNRHA, in either its sovereign or contractual capacity, acts of the Federal, State or local governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault of the contractor.
- (5) If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the negligence of either of them, the contractor shall both be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractors were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery and/or installation schedule.

4. Termination For Convenience of the SNRHA:

- a. The performance of work under the contract may be terminated by the SNRHA in whole or in part from time to time, upon at least a thirty (30) calendar day written notice to the contractor or successful bidder when such action is deemed by the SNRHA to be in its best interest. Termination of work shall be affected by delivery to the contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.
- b. After receipt of the Notice of Termination and except as otherwise directed by the SNRHA, the contractor shall:
 - (1) Stop work under the contract on the date and to the extent specified in the Notice of Termination.
 - (2) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- c. After receipt of a Notice of Termination, contractor shall submit to the SNRHA, in the form and with the certification as may be prescribed by the SNRHA, a termination claim and invoice.



- d. Such claim and invoice shall be submitted promptly, but not later than thirty (30) days from the effective date of termination. Upon failure of contractor to submit his/her termination claim and invoice within the time allowed, the SNRHA may determine on the basis of information available to the SNRHA, the amount, if any, due the contractor in respect to the termination, and such determination shall be final. After such determination is made, the SNRHA shall pay the contractor the amount determined.
- e. The contractor, for a period of five (5) years after the final settlement under the contract, shall make available to the SNRHA, at all reasonable times, at the office of the contractor, all his books, records, documents, or other evidence bearing on the costs and expenses of the contractor, under the contract in respect to the termination of the work.

5. Notification:

- a. Notices to the contractor shall be addressed to his/her place of business as designated on the Form of Bid, or such other place as may be designated in writing by the contractor.
- b. Unless otherwise specified in the Technical Specifications, notices to the SNRHA shall be addressed to:
Southern Nevada Regional Housing Authority
Ms. Amparo Gamazo
Development/Modernization Director
340 N. 11th Street, Suite 150
Las Vegas, NV 89101-3611
Telephone: (702) 922-6060 or (702) 922-6071 ■ Fax: (702) 922-6080 ■ TDD: (702) 387-1898
- c. In the event of suspension or termination of the contract, the notices may also be given by the SNRHA upon personal delivery to any person whose action or knowledge of such suspension or termination would be sufficient notice to the contractor.

6. Delays and Time Extensions: The contractor is responsible for completing the work within the time established in the contract. The SNRHA is responsible for monitoring the contractor to ensure that work will be completed as scheduled. The SNRHA may authorize justifiable time extensions without prior HUD review and approval, unless the SNRHA is subject to prior HUD approval under a HUD-established threshold that is less than the requested amount. The "Default" clause on the forms HUD-53700, 5370-C and 5370-EZ prescribe the conditions under which a time extension may be granted. The basic principle is that delays arising from unforeseeable causes beyond the control and without the fault or negligence of the contractor may be grounds for allowing a time extension. Such time extensions should be formalized in a written modification to the contract.

7. Time Extension Criteria: In order to be considered for approval by the SNRHA, requests for time extensions should meet the following criteria:

- a. The contractor should submit a written notice to the SNRHA within (10) calendar days of the start of any delay;
- b. The severity and extent of adverse weather could not have been reasonably foreseen by the contractor (normal seasonal levels of rain, snow, cold or heat should have been considered by the contractor); and
- c. The cause of the delay was beyond the contractor's control.

8. Documentation: Immediately upon receipt of the contractor's notification of delay or request for time extension, the SNRHA shall send a letter of acknowledgement to the contractor. The letter will indicate that either: (1) immediate consideration will be given to the contractor's request or (2) the actual delay in work is difficult to determine and consideration will be given to the contractor's request upon completion of work.



SNRHA staff will review the records to ensure that the information provided by the contractor is accurate and complete. This will allow the Contracting Officer to determine the cause of the delay and the extent that it was within the Contractor's control. It will also determine if the request meets the contract's criteria for approving or rejecting the request for a time extension. Two criterion for approval of time extension request follow:

- a. The contractor's request, as documented by the SNRHA "finding of fact," meets the requirements stated in "Documentation" above, and
- b. The additional time requested by the contractor is reasonable based on the nature and duration of the delay.

9. Liquidated Damages for Failure to Perform:

- a. The SNRHA depends upon the availability and functionality of the services and/or materials as outlined in the Bid Documents for the purposes of conducting necessary business.
- b. It is virtually impossible to accurately define the exact amount of financial loss the SNRHA would incur if the services and/or materials as outlined in the Bid Documents become unavailable for use. However, the SNRHA should not be subject to financial indebtedness if in fact the services and/or materials as outlined in the bid are not provided.
- c. Criteria for the contractor's failure to perform and the liquidated damages to be addressed are indicated below:
 - (1) Unavailability of the services and/or materials as defined as not being delivered for the SNRHA business use within the time the contractor promises the services and/or materials will be available.
 - (2) Acts of God is the only reason that may excuse the contractor from being assessed liquidated damages.
 - (3) Unless otherwise identified within the Bid documents, the amount of liquidated damages to be assessed shall be **the sum of \$100.00 per dwelling unit per day, in addition to \$100.00 per non-dwelling unit per day.** The final amount shall be deducted from the contractor's monthly billing for services and/or materials up to a maximum of the total monthly amount of service. If billing is not handled on a monthly basis, the amount due to the SNRHA may be subtracted from any billing invoice submitted to the SNRHA for payment by the contractor.

10. Joinder Privileges - N.R.S. 332:

- a. Pursuant to Nevada Revised Statute 332.195, the State of Nevada and/or any political subdivision within the State of Nevada may be granted the privilege of joining the awarded contract, at the option of the successful bidder ONLY. If the successful bidder so grants such a privilege, the terms and conditions of the Bid Documents may be passed on to the joining political subdivision by the successful bidder.
- b. The successful bidder shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the successful bidder allows another political subdivision to join the SNRHA contract, it is expressly understood that the SNRHA shall in no way be liable for the joining political subdivision obligations to the successful bidder in any manner whatsoever.

11. Billing Method:

Billings for services and/or materials awarded under the provisions of the Bid Documents will commence on the day on which such services and/or materials are activated and used by the SNRHA. Services shall be provided and billed as instructed in the Technical Specifications.



12. Disputed Billings (Charges):

In the event that the SNRHA disputes any portion of the billing(s), the SNRHA shall obey the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

- (1) Should the SNRHA dispute a portion of any of its billing(s), its representative shall, within thirty (30) calendar days after the SNRHA's receipt of such billing, informally notify the contractor's designated representative that such dispute exists. Such dispute shall be resolved in accordance with the contractor's customary informal dispute resolution process.
- (2) If such dispute cannot be resolved by the contractor's customary informal dispute resolution process, within ten (10) calendar days after such notification is given, the SNRHA's Purchasing Agent and the contractor's local Manager shall meet to discuss the matter.
- (3) If the SNRHA Purchasing Agent and the contractor's local Manager are unable to resolve the dispute through such discussion within ten (10) calendar days, the SNRHA shall, within ten (10) calendar days thereafter, either:
 - (a) Pay the disputed charges and reserve the right to submit the matter to arbitration, as called for under Section D., Paragraph 1., Claims For Adjustments and Disputes.
 - (b) Not pay the disputed charge and submit the matter to arbitration, as referred to in the preceding paragraph above.
- (4) As stated previously, the decision from arbitration will be binding upon both parties. If the decision is adverse to the SNRHA, the SNRHA shall pay the amount, which is ordered, to the contractor within ten (10) calendar days after the SNRHA's receipt of the decision. If the decision is in favor of the SNRHA, the contractor will either; (a) clear the amount which is ordered from the SNRHA account, or (b) repay to the SNRHA the amount ordered; either option within ten (10) calendar days after the contractor's receipt of decision.

13. Non-Escalation:

Unless otherwise specified in the Technical Specifications, the unit prices reflected on the Form of Bid shall remain firm with NO provision for price increases during the term of the contract.

14. Funding Restrictions and Order Quantities:

The SNRHA reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the SNRHA, if:

- (1) Funding is not available.
- (2) Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- (3) The SNRHA's requirements in good faith change after award of the contract.

15. Licensing, SIIS, Insurance Permits:

- a. At the time of bid award, all prospective bidders shall be duly licensed in accordance with all applicable statutes/codes of the State of Nevada and the City and County having jurisdiction.
- b. A City and County business license allowing the prospective bidder to conduct and/or supply the services and/or materials described in these Bid Documents shall also be required of all prospective bidders at the time of bid award (proof of pending applications is acceptable)
- c. Should the successful bidder intend to sublet portions of the work (if expressly allowed by the SNRHA), it shall be the responsibility of the successful bidder to insure that all sub-bidders also be properly licensed in accordance with the aforesaid State statutes and City codes.



This Invitation for Bid number is **B12203** for the following:
Hazardous Materials Abatement at Landsman Gardens (AMP317)

- d. At the time of bid submittal, prospective bidders utilizing employees shall be duly registered with the State of Nevada Industrial Insurance System (SIIS) and the State of Nevada Employment Security Department and shall be current in their payments and coverage for both. Award cannot be made to any apparent successful bidder unless he/she meets this requirement. It shall be the responsibility of the successful bidder to ensure that all sub-bidders also meet this requirement.

NOTE: Copies of the above named documents (City and County business license; State of Nevada SIIS and State Employment Certificates of Coverage; and other local, State, County or Federal licenses or certifications as may be required for this bid) will be required from the successful bidder before award can be made. Failure to submit these documents shall cause that bidder not to be considered for Award.

- e. Prior to contract approval and up to project acceptance by the owner, the successful bidder shall furnish at its own expense to the SNRHA 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 sites(s). The SNRHA's existing fire and extended coverage policy may not be endorsed for any work under this contract.

As detailed with in the Conditions/Specifications, insurance coverage that may include all or part of the following: Comprehensive General Liability Insurance to include Premises-Operations, Products/Complete Operations, Blank Contractual Liability with Extended Liability Coverage, Broad Form Property Damage. Insurance coverage from the firm's liability insurance carrier(s) indicating the Housing Authority as an "Additional Insured," (minimum of \$1,000,000. each occurrence, general aggregate minimum limit of \$2,000,000.); General Liability Fire Damage insurance of at least \$50,000. Medical pay insurance reflecting a minimum of \$5,000. Firm must submit insurance certificate addressed to the SNRHA for their Worker's Compensation Insurance (NOTE: not required from firms that have only (1) employee and will not employ any other employee to work on the SNRHA property). **Please note that all insurance coverage should have a \$1,000.00 deductible.**

- (1) Automobile Liability Insurance combined single limit of \$1,000,000.00. **All insurance coverage shall have a \$1,000.00 deductible.**

Before the Award of Bid, the successful bidder shall provide to the SNRHA Dev/Mod Director, insurance certificates addressed to the SNRHA certifying (1) and (2) above. Such binders insurance will afford at least sixty (60) days written notice reference cancellation to the SNRHA Dev/Mod Director, at Post Office Box 1897, Las Vegas, Nevada 89125. Failure by the successful bidder to submit such documents as instructed shall, at the discretion of the SNRHA Dev/Mod Director, allow that bidder to be eliminated from consideration for the award of Bid and allow the SNRHA to make Award to the next lowest bidder, as long as he/she are able to comply with the Specifications and requirements of the Bid.

- f. Unless otherwise stated in the Bid Documents, all local, City or County, State or Federal permits which may be required by this bid, whether or not they are known to either the SNRHA or the bidders at the time of Bid Opening or Bid Award, shall be the sole responsibility to the successful bidder, and any bid sums submitted on the Form of Bid shall reflect all costs required by the successful bidder to procure and provide such necessary permits.

16. Taxes:

All persons doing business with the SNRHA should be aware that the SNRHA is exempt from paying Nevada State Sales and Use Taxes and Federal Excise Taxes. **This tax exemption status is not extended for use by professional or contractors.** A letter of Tax Exemption will be provided to the successful bidder upon request.



17. State Statutes:

Prospective bidders are advised they must observe all State and Federal statutes regarding minimum wage rates, NRS 338, equal employment opportunity, Copeland Anti-Kickback Act, etc. Each and every provision of Chapter 332 of the NRS and other laws required to be inserted in these Bid Documents shall be deemed to be inserted herein and finalized contract shall be read and enforced as though it were included therein, 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 be physically amended to make such insertion or correction

18. Government Standards:

It is the responsibility of the prospective bidder that all items and services submitted for bid conform to all local, State, and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Clark County Pollution regulations). The successful bidder shall be responsible for all costs incurred for compliance with these possible ordinances, requirements or laws. No time extensions shall be granted or financial consideration given to the successful bidder for time or monies lost due to violations of these regulations.

19. Freight On Bill and Delivery:

- a. All bid prices submitted shall reflect the cost of delivering the bidded services and/or materials to the location(s) specified within the Bid Documents or on the contract.
- b. The successful bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful bidder. Upon default, the successful bidder agrees that the SNRHA may, at its option, rescind the finalized contract under the DEFAULT CLAUSE of these Instructions and seek compensatory damages as provided by law.

20. Backorders:

The SNRHA Development/Modernization Coordinator or his/her designated alternate, must be notified within five (5) calendar days of all backordered materials and/or incomplete services, and the estimated date delivery and receipt is to be made. Unless otherwise stipulated in the contract, any order that will take over a maximum of fourteen (14) days past the original agreed upon delivery date may, at the option of the SNRHA, be canceled and ordered from another source, if, in the opinion of the SNRHA Development/Modernization Director, it is in the best interest of the SNRHA to do so.

21. Contract Extension:

Unless otherwise stated within the Bid Documents, the SNRHA shall retain the right to, at the end of the original contract, extend the contract up to a maximum of the length of the original contract (i.e.: 1 year original contract = 1-year possible maximum extension of same contract). This shall be possible only if the successful bidder agrees not to raise any individual or total bid sums, unless the original contract sums were allowed to change based on a Price Adjustment Provision contained in the original contract; and that no other changes may be made to the original agreement, except at the SNRHA's discretion.

22. Literature:

Prospective bidders may be required to furnish, either as part of their sealed bid or at another specified time during the bid, specification sheets, brochures, product literature, or other such materials which contain sufficient data to enable the SNRHA staff to properly evaluate the items being submitted for bid consideration. Failure to enclose such data, if required, may cause rejection of that bid without consideration. If the prospective bidder has a question as to whether or not such materials should be submitted, it shall be their responsibility to make inquiry of the SNRHA Development/Modernization Director.



23. Training:

If requested by the SNRHA, the successful bidder shall provide a qualified factory-trained instructor for up to eight (8) hours or more of theory and practical instruction. The training shall be equivalent to that provided to the manufacturer's field service personnel. NOTE: This paragraph applies mainly to bids concerning machinery and equipment; however, shorter instruction periods may be required for other items. The required instruction time may be specified in the Technical Specifications.

24. Instruction Manuals:

If requested by the SNRHA, the successful bidder shall furnish, at no additional cost to the SNRHA, two (2) complete instruction manuals and parts breakdowns upon delivery of the bid items.

25. Communication:

If during the period of the contract it is necessary that the SNRHA place toll or long distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful bidder will bear the charge or expense for all such calls/telegrams.

26. Work On Authority Property:

If the successful bidder's work under this bid involves operations by the successful bidder on SNRHA premises, the successful bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work, and except to the extent that any such injury is caused solely and directly by the SNRHA's negligence, shall indemnify the SNRHA, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful bidder, its agents, employees, or subcontractors; and the successful bidder shall maintain such public liability, property damage and employer's liability and compensation insurance as will protect the SNRHA from said risks and from any claims, any applicable workmen's compensation and occupational disease acts.

27. Estimated Quantities:

Unless otherwise indicated the quantities reflected on the Bid Documents, to the best of the SNRHA's knowledge, reflect projected consumption date. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the SNRHA under the finalized contract; but, pursuant to all Bid Documents, these quantities will be used to determine the successful bidder.

28. Record Retention and Inspection:

- a. The successful bidder agrees that the SNRHA or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this proposed contract. Such material, including all pertinent costs, accounting, financial records and proprietary data, must be kept and maintained by the contractor in a location within Clark County, Nevada, for a period of five (5) years after completion of this contract unless the SNRHA's written permission is obtained to dispose of said materials prior to this time.
- b. If, at any time during the term of the contract, or at any time after the expiration or termination of the contract, authorized representatives of the SNRHA conduct an audit of the contractor's records regarding the service provided to the SNRHA, and if such audit finds the SNRHA's dollar liability for such service is less than payments made by the SNRHA to the contractor; then the contractor agrees that the difference shall be either; (1) repaid immediately by the contractor to the SNRHA by cash payment, or (2) at the SNRHA's option, credited against any future payment to the contractor.



29. Warranty:

- a. The services/materials provided under this bid shall conform to all information contained within these Bid Documents as well as all applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contain more stringent requirements than the other, the more stringent requirements shall apply.
- b. Unless otherwise indicated in the Technical Specifications, all materials, workmanship and title shall be guaranteed by the successful bidder to be free of defects for a period of one (1) calendar year from the date of acceptance by the SNRHA.
- c. All freight cost incurred for shipment to and from the contractors designated place of business to correct warranty defects during the warranty period shall be borne by the successful bidder.
- d. The liability of the successful bidder to the SNRHA (except as to title) arising out of the furnishing of the goods and/or services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the goods and/or services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate EXCEPT UNDER THE WARRANTY FOR MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

30. Warranty Exclusions Prohibited:

- a. The SNRHA will NOT accept any warranty clause from either the successful bidder or from a manufacturer, which states:
 - (1) That the warranty of merchantability and/or the warranty of fitness for a particular purpose is excluded from the offer to the SNRHA.
 - (2) That the manufacturer's and/or successful bidders warranty is in lieu of all other warranties that are either expressed or implied.
- b. In addition to the above restrictions, the warranty requirements of the Bid Documents shall run from the manufacturer to the SNRHA as well as from the successful bidder to the SNRHA if the goods/services are sold by a distributor or agent.

31. Correction of Warranty Defects:

- a. If required by the Bid Documents, the successful bidder shall, within five (5) calendar days after the Bid Opening and prior to the delivery of the goods and/or services, appoint a firm in the immediate Las Vegas area of his/her own choosing who will be the immediate contact point for the correction of warranty defects.
- b. Unless otherwise stated in the Conditions/Specifications, the local firm shall address and correct any warranty defects within twenty-four (24) hours of notification. Any warranty defect that requires more than twenty-four (24) hours to correct shall require the direct intervention by the successful bidder and must be corrected within ten (10) calendar days after notification by the SNRHA.
- c. Failure to comply with the requirements of the provisions of this provision (No. 27) shall be just cause for the SNRHA declaring the contract in default under the Default Clause of these Instructions, and shall allow the SNRHA to seek remedy at law.

32. Official, Agent and Employees of the SNRHA Not Personally Liable:

It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Southern Nevada Regional Housing Authority, in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.



33. Subcontractors:

Unless otherwise stated within the bid documents, the successful bidder may not use any subcontractors to accomplish any portion of the services described within the Technical Specifications without the prior written permission of the SNRHA's Development/Modernization Coordinator.

34. Salaries and Expenses Relating to the Successful Bidders Employees:

Unless otherwise stated within the Bid Documents, the successful bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of this contract. The successful bidder further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

35. Attorney's Fees:

In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorney's fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

36. Independent Contractor:

The successful bidder is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

37. Severability:

If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement of the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

38. Waiver of Breach:

A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term of condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

39. Time of the Essence:

Time is of the essence under this agreement as to each provision in which time of performance is a factor.

40. Limitation of Liability:

In no event shall the SNRHA be liable to the successful bidder for any indirect, incidental, consequential or exemplary damages.

41. Indemnity:

a. The successful bidder shall protect, indemnify and hold the SNRHA its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the SNRHA, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the SNRHA, its officers, employees, agents, consulting engineers or other retained consultants (i) as a result of, or by reason of, or arising out of, or on account of, or in consequence of the operations of the successful bidder, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants of the contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by the party indemnified hereunder; or (ii) as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or (iii) through



the use of unacceptable materials and/or products which may be defective or manufactured, designed or installed so as to give rise to a claim; or (iv) because of any claim or amount recovered under the "Nevada Industrial Insurance Act", or any other law, ordinance, or decree. Any money due the successful bidder under and by virtue of the contract which is considered necessary by the SNRHA for such purpose, may be retained by the SNRHA for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the SNRHA; provided, however, that money due the successful bidder will not be withheld when the successful bidder produces satisfactory evidence that is adequately protected by public liability and property damage insurance, if required.

- b. In this connection, it is expressly agreed that the successful bidder shall, at its own expense, defend the SNRHA, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or omission against which the successful bidder shall fail to do so, the SNRHA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful bidder including attorney's fees and court costs.
- c. Reimbursement to the successful bidder by the SNRHA, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful bidder of its responsibility as set forth in the Bid Documents.
- d. The successful bidder guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

42. Lobbying Certification:

By proposing to do business with the SNRHA or by doing business with the SNRHA, each bidder certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the bidder shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The successful bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract which is imposed by section 1352, Title 31, U.S. code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



43. Bonding:

- a. As may be required by these Instruction or the Specifications, each bidder, successful bidder, of contractor may be required to provide one or more of a variety of bonds. Any bid bonds required must be delivered with the bid submittal. Unless otherwise stated within the Specifications or addenda, all other bonds must be delivered to the SNRHA within ten (10) days of receipt of notice from the SNRHA. If the bidder, successful bidder or contractor fails to deliver such required bond by the tenth calendar day after receipt of notice from the SNRHA, he/she shall pay to the SNRHA the amount of \$250.00 per day as liquidated damages. If the bidder, successful bidder, or contractor does not keep the required bonds or insurance policies in effect or allows such to lapse, he/she shall pay to the SNRHA the amount of \$500.00 per day in liquidated damages. If the Specifications does not require any bond to be submitted, then these Instructions shall not require such bond; however, if the Specifications do require a bond to be submitted this bonding clause shall be in effect.

BRIEF DESCRIPTION OF VARIOUS TYPES OF BONDS THAT MAY BE REQUIRED:

- b. The BID BOND shall guarantee to the SNRHA that the bidder shall enter into a contract to provide the required goods or services at the prices and conditions contained within the bid documents, and shall guarantee that the bidder shall provide a performance bond or other required bond if award is to be made to that bidder. The amount of the bid bond may vary from one bid to another.
- c. The PERFORMANCE BOND shall guarantee to the SNRHA that the successful bidder or contractor shall perform and complete the work as detailed within and required by the bid documents. Unless otherwise stated within the Specifications or addenda, this bond shall be in the amount of 100% of the contract price or value.
- d. The LABOR AND MATERIAL BOND shall guarantee to the SNRHA that the successful bidder or contractor shall pay all labor and materials obligations that he/she incurs as a result of performing the requirements of the bid documents and/or contract.
- e. The GUARANTY BOND shall guarantee to the SNRHA that the successful bidder or contractor shall guarantee for a period of not less than one (1) year that (a) all workmanship provided by his/her firm or any subcontractors used shall be free of defect; and (b) all materials or equipment installed or provided shall be free of fault and shall perform in such a manner as to meet the Specifications and requirements of the bid documents or contract.
- f. Form of Bonds: All bonds submitted to the SNRHA shall be written on the forms supplied by the SNRHA; and no changes or additions may be made to these forms without the written consent of the SNRHA Purchasing Agent. The bidder shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his/her power of attorney. Pursuant to NRS 680A.300, any bond prepared by a licensed nonresident agent must be countersigned by a resident agent.

44. Debarment and Suspension.

Contractor agrees, by submitting this bid, to include this clause without modification in all lower tier transactions, solicitations, bids, contracts and subcontracts.

- a. By submitting this bid SNRHA, the contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R., pt. 67 § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19610-19211), and any relevant program-specific regulations.



- b. Contractor acknowledges and agrees that, pursuant to Federal Acquisition Regulation (FAR) 9.406-2, the SNRHA has discretion to suspend and/or debar contractor from conducting future business with the SNRHA for contractor's commission of the offenses outlined in FAR 9.406-2, including, but not limited to, violation of any applicable Federal law, commission of fraud, embezzlement and/or theft, receipt of stolen property, use of inappropriate construction materials, repeated contract violations and recurrent re-inspections. The SNRHA's right to suspend and/or debar contractor is in addition to the SNRHA's right to assess the monetary penalties outlined in Paragraph 44(b)(1).
 - (1) Contractor acknowledges and agrees that the SNRHA may assess a monetary penalty for a third, and any subsequent punch-list inspection caused by Contractor's negligence or willful disregard in failing to complete Contractor's scope of work by the initial, or secondary punch-list inspection date assigned by the SNRHA or any other local or state governing body. The penalty for a third, and any subsequent punch-list inspection shall be a \$200 re-inspection appointment fee plus a \$75 per hour services fee plus any overtime fees, if applicable. The monetary penalty shall be paid by Contractor to the SNRHA, or deducted by the SNRHA from the contractor's owed balance under the contract.

- 45. Section 3: The SNRHA has mandated numerical goals for resident hiring on all construction contracts, service contracts and professional services contracts which contain a labor component. These numerical goals are in compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), providing for employment opportunities for small businesses and lower income persons in connection with projects and activities funded by public housing assistance.

- i. The SNRHA has established four (4) ways in which a contractor may fulfill the Section 3 Requirements (refer to Resident Hiring Scale under Attachment A). They are as follows:
 - a. Joint venture with a SNRHA resident-owned business. The business must be 51% or more owned by SNRHA Section 3 residents (includes all SNRHA housing programs) and receive a portion of the contract commensurate with the scale requirement outlined in the Section 3 Hiring Scale; or
 - b. Direct hiring of SNRHA's Public Housing residents, Housing Choice Voucher participants, Affordable Housing residents and/or low and very low-income neighborhood residents based on the Section 3 Hiring Scale; or
 - c. Contractor incurs the cost of providing skilled training (State Board certified or similar) for residents in an amount commensurate with the sliding scale set forth in the Section 3 Hiring Scale; or
 - d. Contractor makes a contribution to the SNRHA's Section 3 Job Development Fund to provide assistance to residents to obtain training and employment. The level of contribution must be commensurate with the sliding scale set forth in the Section 3 Hiring Scale.



SAMPLE

CONTRACT BETWEEN
THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
AND
CLICK HERE AND TYPE COMPANY

INTRODUCTION

This **Click Here and Type** Contract (the “Contract”) by and between the Southern Nevada Regional Housing Authority, a Nevada non-profit corporation (hereinafter “SNRHA”) and **Click Here and Type COMPANY NAME** (hereinafter “the Contractor”) is hereby entered into this ____ day of _____, 20____ (the “Effective Date”).

I.0 Definitions

- I.1 **Invitation For Bids (“IFB”).** A competitive solicitation process conducted by the SNRHA wherein an award is generally made to the responsive and responsible bidder that submits the lowest proposed cost.
- I.2 **Purchasing Manager (“SNRHA PM”).** The SNRHA Purchasing Manager.
- I.3 **Request For Proposals (“RFP”).** A competitive solicitation process conducted by the SNRHA wherein an award is generally made to the top-rated responsive and responsible bidder.
- I.4 **Days.** All references to “days” shall be calendar days; in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day.
- I.5 **Appendices.** The following documents are included in the Contract as individually noted exhibits and shall be incorporated herein and made a part of this Contract by reference as if fully set forth herein:
 - I.5.1 **Appendix No. A:** form HUD-5370 (11/2006), **HUD General Conditions of the Contract for Construction, Public Housing Programs and any amendments thereto;**
 - I.5.2 **Appendix No. B:** **Section 3 Mandatory Requirements**
 - I.5.3 **Appendix No. C:** form HUD-4230A, **Report of Additional Classification and Rate;**
 - I.5.4 **Appendix No. D:** form HUD-51000 (7/97), **Schedule of Amounts for Contract Payments;**
 - I.5.5 **Appendix No. E:** form HUD-51001, (3/92), **Periodic Estimate of Partial Payment;**
 - I.5.6 **Appendix No. F:** form HUD-51002, (3/92), **Schedule of Change Orders;**
 - I.5.7 **Appendix No. G:** form HUD-51003, (3/92) **Schedule of Materials Stored;**
 - I.5.8 **Appendix No. H:** form HUD-51004, (3/92), **Summary of Materials Stored;**



1.5.9 Appendix No. I: form SNRHA Subcontractor/Supplier Final Waiver of Mechanics Lien.

1.6 The following, each of which was either issued by the SNRHA as a part of the competitive solicitation and/or which was completed and returned by the Contractor in response to the solicitation (copies are not included under any of the appendices but are included herein by reference and are included within the solicitation file):

1.6.1 Current City of Las Vegas Business License;

1.6.2 Current State of Nevada Contractor's License;

1.6.3 Current Insurance Certificate/Endorsement (naming the SNRHA as "additional insured");

1.6.4 GSA Debarred and HUD Limited Denial of Participations Certifications;

1.6.5 Profile of Firm Form;

1.6.6 Subcontractors Exceeding 5% and 1% Listings;

1.6.7 Subcontractors List;

1.6.8 Subcontractor's Affirmative Action Form;

1.6.9 Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability;

1.6.10 Contractor's and Subcontractor's Non-Conclusive Affidavits;

1.6.11 Technical Specifications included as part of Bid Package [Click Here and Type IFB NO.](#);

1.6.12 Summary of Work included as part of Bid Package [Click Here and Type IFB NO.](#);

1.7 Priority. In the case of any discrepancy between this Contract and any of the above noted documents, Appendix A shall control. In the case of any discrepancy between this Contract and Appendices B-G, the requirement(s) listed within the body of this Contract shall first take precedence, then the requirement(s) listed within each appendix shall take precedence in the order they are listed above.

2.0 Term of Contract. Services pursuant to this Contract (the "Services") shall begin upon Contractor's receipt of the written Notice to Proceed by SNRHA, pursuant to Section 5 of Appendix A. Notwithstanding the continuation of any warranties contained herein, this Contract shall terminate pursuant to Sections 32 or 34 of Appendix A, or upon Final Completion (as described in Section 3.2.3.2).

3.0 Services and Payment

3.1 Scope of Services. The Contractor shall furnish all labor, material, equipment and services, and perform and complete rehabilitation services of [Click Here and Type DESCRIPTION OF PROJECT](#), located at the following location:

[Click Here and Type PROPERTY ADDRESS OR DESCRIPTION](#)

in accordance with this Agreement and IFB No. [Click Here and Type IFB NO.](#) prepared by the SNRHA and any duly executed Addenda to this Agreement. Said labor, materials, equipment and services shall be provided on the dates and times determined by the SNRHA at the above-stated SNRHA communities and/or facilities. In addition, the SNRHA shall retain the right to implement and/or enforce any item issued as a part of IFB No. [Click Here and Type IFB NO.](#)



3.2 Cost/Value of Services

3.2.1 Labor Costs. The Contractor shall not pay wages that are less than the highest wage required by either of the following:

3.2.1.1 The wage determination rates listed in IFB No. [Click Here and Type IFB NO.](#)

3.2.1.2 Appendix A.

3.2.2 Contract Value. The SNRHA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Technical Specifications, not-to-exceed (“NTE”) the sum of:

[\\$Click Here and Type AMOUNT](#)

Contractor exceeds the above-stated NTE amount at its own risk.

3.2.3 Time for Performance. The Contractor hereby agrees to commence work under this Contract upon receipt of a written Notice to Proceed (“NTP”), submitted by SNRHA. The Contractor shall complete the project within [Click Here and Type WRITTEN NUMBER OF DAYS](#) ([Click Here and Type NUMERICAL DIGIT](#)) calendar days thereafter, pursuant to Section 25 of Appendix A.

3.2.3.1 Delays/Time Extensions. Time extensions for performance may be granted by the SNRHA PM and SNRHA Executive Director pursuant to Section 32 of Appendix A. Any time extension shall be granted by written modification to this Contract.

3.2.3.2 Final Completion. Pursuant to Section 20 of Appendix A, the Contractor shall notify the SNRHA PM, in writing, as to the date when in its opinion the work is substantially complete and ready for inspection. Upon receipt of such notification, SNRHA shall conduct an inspection of the work within ten (10) days. SNRHA and/or the A/E shall promptly advise the Contractor, in writing, of any remaining final punch list items following such inspection. The Contractor shall notify SNRHA in writing when all punch list items have been completed and all clean-up has been done. SNRHA will then conduct a final inspection within ten (10) days of receipt of such notification. Performance shall be considered complete upon the Contractor’s receipt from SNRHA of written acceptance of the work and SNRHA’s receipt from the Contractor of the following:

3.2.3.2.1 Certificate of Occupancy issued by the responsible local agency;

3.2.3.2.2 One original and two notarized copies of the Contractor’s lien release (in the form attached as Appendix H), including certifications that:

3.2.3.2.2.1 the work was completed in accordance with the Technical Specifications, including any modifications to this Contract;

3.2.3.2.2.2 the total amount due the Contractor and a separately stated amount for each unsettled claim against the SNRHA;

3.2.3.2.2.3 documentation noting that the SNRHA is released of all claims, other than those stated in the Contractor’s release;



3.2.3.2.2.4 wages paid to laborers were paid as required herein; and

3.2.3.2.2.5 all guaranties and warranties contained herein are assigned to the SNRHA.

3.2.4 Liquidated Damages. Pursuant to Section 33 of Appendix A, the Contractor agrees to pay to the SNRHA, the sum of **Click Here and Type** per day as fixed, agreed, liquidated damages for each consecutive calendar day beyond the time for performance as provided in Section 3.2.3, provided this Contract is not terminated pursuant to Section 11, until Final Completion is achieved.

3.2.5 Non-Escalation. Unless otherwise specified within the RFP/IFB documents, the unit prices reflected in this Contract shall remain firm with no provision for price increases during the term of the Contract.

4.0 Billing Procedure

4.1 To receive payment for Services rendered pursuant to this Contract, the Contractor shall:

4.1.1 Comply with Section 27 of Appendix A.

4.1.2 Submit a fully completed Periodic Estimate for Partial Payment form (form HUD-51001, attached as Appendix D), showing the value of the work performed each period based upon the approved breakdown of the contract price. The approved breakdown of the contract price is reflected in the Schedule of Amounts for Contract Payment (form HUD-51000, attached as Appendix C) which was previously submitted by the Contractor and approved by SNRHA. Such estimates shall be submitted not later than thirty (30) days of completing the work and shall be subject to corrections and revisions by the SNRHA.

4.1.3 Submit all certified payroll reports up to the date of the work being billed and as detailed in Section 46 of Appendix A.

4.1.4 Progress payments must be approved by the SNRHA PM and the SNRHA Executive Director with the concurrence of the Architect/Engineer (“A/E”) prior to payment.

4.1.5 Progress payment requests must be delivered to the attention of:

Southern Nevada Regional Housing Authority
Attn: Accounts Payable
P.O. Box 1897
Las Vegas, NV 89125

4.1.6 The Contractor shall complete and submit the following forms as required with each request for progress payment(s):

4.1.6.1 Schedule for Change Orders (form HUD-51002)

4.1.6.2 Schedule for Materials Stored (form HUD-51003)

4.1.6.3 Summary of Materials Stored (form HUD-51004)

4.1.7 The SNRHA will pay each properly completed invoice received on a Net/30 basis. Any invoice received that is not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.



- 4.1.8** Final payment will be made by SNRHA upon receipt of the Contractor's release as required by Section 3.2.3.2, all required payroll reports have been received and any wage discrepancies have been resolved by the Contractor.

5.0 Contractor's Obligations. Pursuant to this Contract, the Contractor agrees to provide the specific construction obligations detailed in Appendix A and the Technical Specifications issued by the SNRHA included in IFB No. [Click Here and Type IFB NO.](#) and herein.

- 5.1** The Contractor agrees not to accept or perform any assigned work initiated by a contract amendment or change order without the prior written approval of the SNRHA PM and the SNRHA Executive Director.

- 5.1.1 Change Order Requests:** The Contractor acknowledges, by signature below, that change order requests will not be summarily approved. All change order requests must be submitted to SNRHA for approval, prior to undertaking the additional work, in accordance with Section 29 of Appendix A, and the Additional Clauses and Requirements section included in IFB No. [Click Here and Type IFB NO.](#)

- 5.1.2 Minimum Rates of Pay.** The Contractor shall pay not less than the wages required under the wage determination rates included in IFB No. [Click Here and Type IFB NO.](#) and Section 46 of Appendix A, and any amendments thereto.

- 5.2 Supervision and Oversight.** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel and any subcontractors that are assigned to the SNRHA work pursuant to this Contract.

- 5.3 Qualified Personnel.** The Contractor warrants and represents that it will assign only qualified personnel to perform the Services. For the purposes of this Contract, the term "qualified personnel" shall mean those personnel that are experienced and/or trained in the manner generally accepted within the Contractor's Industry.

- 5.4 Compliance with Federal and State Laws.** All work performed by the Contractor, pursuant to this Contract, shall be done in accordance with all applicable federal, state and local laws, regulations, codes and ordinances.

- 5.5 Licensing.** The Contractor shall provide SNRHA with copies of any required current City, State and/or Federal licenses. Failure to maintain these licenses in a current status during the term(s) of this Contract shall constitute a material breach thereof.

- 5.6 Permits.** Unless otherwise stated in the Contract documents, all local, state or federal permits which may be required to provide the Services ensuing from award of this Contract, whether or not known to either the SNRHA or the Contractor at the time of the Contract execution, shall be the sole responsibility of the Contractor including any and all costs therefore.

- 5.7 Government Standards.** It is the responsibility of the Contractor to ensure that all items and Services proposed conform to all local, state and federal law concerning safety (e.g., OSHA and NIOSH) and environmental control (e.g., EPA and Clark County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

- 5.8 Freight-On Bill and Delivery.** All costs submitted by the Contractor shall reflect the cost of delivering the proposed items and/or Services to the locations(s) specified within the RFP/IFB documents or within the Contract.



- 5.9 Work on SNRHA Property.** If the Contractor's work under the Contract involves operations by the Contractor on SNRHA premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work.
- 5.10 Subcontractors.** Unless otherwise stated within the RFP/IFB/bid documents, the Contractor may not use any subcontractors to accomplish any portion of the Services required by this Contract without the prior written permission of the SNRHA PM.
- 5.11 Salaries and Expenses Relating to the Contractor's Employees.** Unless otherwise stated within the RFP/IFB documents, the Contractor shall pay all salaries and expenses of, and all federal Social Security taxes, federal and state unemployment taxes, and any similar taxes relating to its employees used in the performance of the Contract. The Contractor further agrees to comply with all federal, state and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this Contract.
- 5.12 Communication.** If during the period of the Contract, it is necessary that the SNRHA place toll or long distance telephone calls or facsimiles in connection with the Contractor's performance of the Contract (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the Contractor may, at the discretion of the SNRHA, bear the charge or expense for all such calls and/or facsimiles.
- 5.13 Access to Records.** Both parties hereby agree that the Contractor will make available to the SNRHA, HUD, the Comptroller General of the United States, or any of their duly authorized representatives (including retained auditors), any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcriptions.
- 5.14 Record Retention.** The Contractor shall retain all such records pertaining to this Contract for a period of not less than three (3) years after final payment or the completion of any Services provided pursuant to this Contract, whichever occurs later.
- 5.15 Backorders**
- 5.15.1** The Contractor must notify the SNRHA PM within ten (10) days of the following:
- 5.15.1.1** Any and all backordered materials;
 - 5.15.1.2** Any delay in the Contractor's performance; and
 - 5.15.1.3** The estimated date for delivery or performance.
- 5.16 Inspections.** Pursuant to Sections 3 and 20 of Appendix A, the Contractor shall permit SNRHA and/or the A/E to conduct periodic inspections of the work. Any deficiencies noted by SNRHA and/or the A/E during inspections shall be disclosed to the Contractor in writing within [Click Here](#) and Type **WRITTEN NUMBER OF DAYS** ([Click Here](#) and Type **NUMERICAL DIGIT**) days of discovery, and the Contractor shall remedy such deficiency within [Click Here](#) and Type **WRITTEN NUMBER OF DAYS** ([Click Here](#) and Type **NUMERICAL DIGIT**) days of notification of such from SNRHA and/or the A/E.
- 5.17 Progress Meetings.** The Contractor shall attend progress meetings as required by SNRHA according to the schedule SNRHA will provide. Progress meetings shall be used to discuss work progress, payments, problems or deficiencies noted during inspections, overdue reports, the status of the construction schedule, and any other matters relevant to this Contract.

6.0 Insurance Requirements



- 6.1 The Contractor shall maintain insurance coverage during the effective term(s) of this Contract as provided in Section 36 of Appendix A and Section 4 of the Conditions of Form of Bid included in IFB No. [Click Here and Type IFB NO.](#)
- 6.2 The Contractor shall provide the SNRHA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-referenced insurance coverage, including naming the SNRHA as an additional insured (where appropriate) during the term(s) of this Contract shall constitute a material breach thereof.
- 6.3 Insurance certificate(s)/endorsement(s) shall be delivered to:

**Purchasing Manager
Contracts & Purchasing
Southern Nevada Regional Housing Authority
Post Office Box 1897
Las Vegas, NV 89125**

7.0 Indemnification

- 7.1 The Contractor shall protect, indemnify and hold the SNRHA, its officers, employees, and agents harmless from and defend against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the SNRHA, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the SNRHA, its officers, employees, and agents, based upon the Contractor's actions or failure to act during the performance of the Contractor's duties hereunder, or as a result of any work performed by the Contractor, regardless of when such claims shall arise. The Contractor's duty to indemnify SNRHA shall apply regardless of whether or not the event which gave rise to such a claim was caused, in part, by SNRHA.
- 7.2 Any money due by the Contractor under and by virtue of this Contract which is considered necessary by the SNRHA for such purpose, may be retained by the SNRHA for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the SNRHA provided, however, that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that it is adequately protected by applicable public liability and property damage insurance;
- 7.3 The Contractor shall, at its own expense, defend the SNRHA, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the SNRHA, its officers, employees, and agents against. If the Contractor fails to do so, the SNRHA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.
- 7.4 The Contractor guarantees the payment of all claims for materials, supplies and labor, and all other claims against it or any subcontractor, in connection with the Contract.
- 7.5 The Contractor shall provide that any authorized contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the indemnity provisions of this Section 8.

8.0 Financial Viability and Regulatory Compliance

- 8.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the



Services required by this Contract. The Contractor further warrants and represents that it owes no outstanding federal, state or local taxes or business assessments.

- 8.2** Contractor agrees to promptly disclose to the SNRHA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the Services required by this Contract. The failure by the Contractor to disclose such issue to the SNRHA in writing within five (5) days of Contractor's receipt of such notification will constitute a material breach of this Contract.
- 8.3** The Contractor further agrees to promptly disclose to the SNRHA any change of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this Contract. The failure of the Contractor to disclose any change of its ownership and/or its declaration of bankruptcy within five (5) days of said actions shall constitute a material breach of this Contract.

9.0 Disputes

- 9.1** All disputes arising under or relating to this Contract, except for disputes relating to Labor Standards - Davis Bacon and Related Acts, shall be disposed of in accordance with Section 31 of Appendix A.

10.0 Breach. Pursuant to 24 CFR 85.36(i), as issued by the Office of the Secretary, HUD, the SNRHA and the Contractor each agree to comply with the following provisions:

- 10.1 Termination For Cause and Convenience.** SNRHA may terminate this Contract for cause, pursuant to Section 32 of Appendix A. SNRHA may also terminate this Contract for convenience pursuant to Section 34 of Appendix A. Any termination notice shall state the following:

- 10.1.1** whether the Contract is being terminated for convenience or cause;

- 10.1.2** whether the Contract is terminated in whole or in part;

- 10.1.3** if terminated for cause, the acts or omissions constituting the material breach, the SNRHA PM's determination that failure to perform is not excusable, SNRHA's right to charge excess costs of re-procurement to the Contractor, and the Contractor's appeal rights;

- 10.1.4** effective date of termination;

- 10.1.5** if applicable, the Contractor's right to proceed under the non-terminated portion of the Contract; and

- 10.1.6** any special instructions.

- 10.2** Prior to termination, the SNRHA may choose, at its sole discretion, to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. The SNRHA shall maintain in the Contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten (10) days from receipt of such verbal or written warning to dispute or protest such action in writing; if it does not do so within the 10-day period, it shall have no recourse but to accept the SNRHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including any justification detailing the SNRHA's alleged incorrect action(s).

- 10.3** After termination, if the Contractor does not agree with the SNRHA's justification for the termination, the Contractor shall have ten (10) days from the date of termination to dispute such action in writing.



- 10.4** Any protest or dispute submitted by the Contractor under this Section shall thereafter be conducted in accordance with Section 9.1 herein.
- 10.5** All rights and remedies granted to SNRHA herein and any other rights and remedies which SNRHA may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that SNRHA may have exercised any remedy without terminating this Contract shall not impair SNRHA's rights thereafter to terminate or to exercise any other remedy herein granted, or to which SNRHA may be otherwise entitled.
- 11.0 Applicable Federal Law.** Pursuant to 24 CFR 85.36(i), as issued by the Office of the Secretary, HUD, the SNRHA and the Contractor each agree to comply with the following provisions:
- 11.1 Executive Order 11246.** For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with "Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).
- 11.2 Copeland "Anti-Kickback" Act.** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- 11.3 Mandatory Section 3 Requirements:** The SNRHA has adopted a scale (See Appendix B) for hiring that is used on all construction, service and professional contracts that contain a labor component as *referenced HUD Act of 1968, as amended, 12 U. S. C. 170 u.* All Section 3 covered contracts shall include the following clause (referred as to the Section 3 Clause):
- 11.3.1** 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.
- 11.3.2** The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- 11.3.3** The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 11.3.4** 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.



- 11.3.5** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- 11.3.6** Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 11.3.7** With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- 11.4 Davis-Bacon Act.** For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.5 Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.** For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- 11.6 Clean Air Act.** For all contracts in excess of \$100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 11.7 Energy Policy and Conservation Act.** Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 11.8 Additional Federally Required Orders/Directives.** Both parties agree that they will comply with the following laws and directives, where applicable:
- 11.8.1** Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.
- 11.8.2** Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The SNRHA hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).



11.8.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968, popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the SNRHA requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as to affirmatively further fair housing.

11.8.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

11.8.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

11.8.6 HUD Information Bulletin 909-23 which is the following:

11.8.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

11.8.6.2 Clean Air and Water Certification; and

11.8.6.3 Energy Policy and Conservation Act.

11.8.7 That the funds that are provided by the SNRHA and HUD hereunder shall not be used, directly or indirectly, to employ, award a Contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.

11.8.8 That none of the personnel who are employed in the administration of the work required by this Contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

11.8.9 That neither party has colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against either party or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

11.8.10 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable nor is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore, each provision of law and each clause, which is required by law to be inserted in this Contract, shall be deemed to have been inserted herein, and this Contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this Contract shall forthwith be physically amended to make such insertion or correction upon the application of either part.

11.9 Rights in Data and Patent Rights (Ownership and Proprietary Interest). SNRHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

12.0 Debarment and Suspension. Contractor agrees, by submitting this bid, to include this clause without modification in all lower tier transactions, solicitations, bids, contracts and subcontracts.



12.1 By execution of this Contract with the SNRHA, the Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19610-19211), and any relevant program-specific regulations.

12.2 Contractor acknowledges and agrees that, pursuant to Federal Acquisition Regulation (“FAR”) 9.406-2, the SNRHA has discretion to suspend and/or debar contractor from conducting future business with the SNRHA for contractor’s commission of the offenses outlined in FAR 9.406-2, including, but not limited to, violation of any applicable Federal law, commission of fraud, embezzlement and/or theft, receipt of stolen property, use of inappropriate construction materials, repeated contract violations and recurrent re-inspections. The SNRHA’s right to suspend and/or debar contractor is in addition to the SNRHA’s right to assess the monetary penalties outlined in Section 12.2.1.

12.2.1 Contractor acknowledges and agrees that the SNRHA may assess a monetary penalty for a third, and any subsequent punch-list inspection caused by Contractor’s negligence or willful disregard in failing to complete Contractor’s scope of work by the initial, or secondary, punch-list inspection date assigned by the SNRHA or any other local or state governing body. The penalty for a third, and any subsequent punch-list inspection shall be a \$200 re-inspection appointment fee plus a \$75 per hour services fee plus any overtime fees, if applicable. The monetary penalty shall be paid by Contractor to the SNRHA, or deducted by the SNRHA from the contractor’s owed balance under the contract.

13.0 Lobbying Certification. By execution of this Contract with the SNRHA the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

13.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.

13.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form – LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

13.3 The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

14.0 Miscellaneous Provisions

14.1 Notices, Invoices and Reports. Except as otherwise provided in this Contract, all notices, reports, records or other communications that are required or permitted to be given to the parties under this Contract shall be sufficient in all respects if given in writing and delivered in person, by facsimile, by overnight courier or by registered or certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to SNRHA: Procurement Department
Southern Nevada Regional Housing Authority
340 North 11th Street, Suite 180



Las Vegas, NV 89101
Facsimile: 702-922-7050

Copy to:

Parker Nelson & Associates
2460 Professional Court
Las Vegas, NV 89128
Attn: Theodore Parker, III, Esq.
Facsimile: 702-868-8001

If to Contractor:

or such other address as such party may have given to the other parties by notice pursuant to this Section. Notice shall be deemed given on (i) the date such notice is personally delivered, (ii) three (3) days after the mailing if sent by certified or registered mail, (iii) one (1) business day after the date of delivery to the overnight courier if sent by overnight courier, or (iv) the next succeeding business day after transmission by facsimile, provided that any fax delivery is followed up with another method of notice listed in this Section within one (1) business day of sending the facsimile.

- 14.2 Taxes.** All persons doing business with the SNRHA are hereby made aware that the SNRHA is exempt from paying Nevada State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.
- 14.3 Officials, Agents and Employees of the SNRHA Not Personally Liable.** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the SNRHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.
- 14.4 Assignment.** Except pursuant to Section 35 of Appendix A, the Contractor shall not assign or transfer any interest in this Contract.
- 14.5 Entire Agreement; Amendment.** This Contract (including all Appendices attached hereto or other documents included by reference herein) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged. This Contract may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.
- 14.6 Governing Law; Venue.** The laws of the State of Nevada shall govern the validity, construction and effect of this Contract, unless such laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. Each party irrevocably submits to the exclusive jurisdiction of any federal or state court located in Clark County, Nevada in any action, suit or proceeding arising out of or relating to this Contract, and agrees that any such action, suit or proceeding shall be brought only in such court.
- 14.7 Attorney's Fees.** In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this Contract, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.
- 14.8 Severability.** If any provision of this Contract or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this Contract or the remainder of



such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

14.9 Waiver of Breach. A waiver of either party of any terms or conditions of this Contract in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Contract shall be cumulative and none of them shall limit any other remedy, right, obligation or agreement of either party.

14.10 Time of the Essence. Time is of the essence for performance of this Contract.

14.11 Payment and Performance Bonds. If the Contract Value as provided in Section 3.2.2 exceeds \$100,000, the Contractor shall furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder. Bonds may be obtained through the Contractor’s usual source and the cost thereof shall be included in the Contract Value. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Value. In addition:

14.11.1 The bond must be approved and reviewed by the SNRHA PM;

14.11.2 The bond must name the Southern Nevada Regional Housing Authority as obligee;

14.11.3 The Contractor shall deliver the required bonds to SNRHA before the commencement of any work pursuant to this Contract.

14.12 Limitation of Liability. In no event shall the SNRHA be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

15.0 Certifications. The undersigned representatives of each party acknowledge by signature below that they have reviewed the foregoing and understand their respective obligations as defined herein. This Contract may be signed in counterparts.

CONTRACTOR NAME

By: _____ Date: _____

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

By: _____ Date: _____
JOHN HILL
EXECUTIVE DIRECTOR



ATTACHMENT A

SITE PLANS & UNIT/BUILDINGS ADDRESSES



LANDSMAN GARDENS SITE PLAN

750 North Major Avenue, Henderson, NV. 89015
APN # 179-17-503-001 & APN # 179-17-502-003





Landsman Gardens
750 N. Major Avenue, Henderson, NV. 89015

Property	Unit	Address	Bdrm
ph003lan	0AV750	750 ALTA VISTA PLACE	3
ph003lan	0AV751	751 ALTA VISTA PLACE	2
ph003lan	0AV752	752 ALTA VISTA PLACE	3
ph003lan	0AV753	753 ALTA VISTA PLACE	2
ph003lan	0AV754	754 ALTA VISTA PLACE	3
ph003lan	0AV755	755 ALTA VISTA PLACE	2
ph003lan	0AV756	756 ALTA VISTA PLACE	3
ph003lan	0AV757	757 ALTA VISTA PLACE	2
ph003lan	0AV758	758 ALTA VISTA PLACE	2
ph003lan	0AV759	759 ALTA VISTA PLACE	2
ph003lan	0AV760	760 ALTA VISTA PLACE	2
ph003lan	0AV761	761 ALTA VISTA PLACE	2
ph003lan	0AV762	762 ALTA VISTA PLACE	2
ph003lan	0AV763	763 ALTA VISTA PLACE	3
ph003lan	0AV764	764 ALTA VISTA PLACE	2
ph003lan	0AV765	765 ALTA VISTA PLACE	3
ph003lan	0AV766	766 ALTA VISTA PLACE	3
ph003lan	0AV767	767 ALTA VISTA PLACE	5
ph003lan	0AV768	768 ALTA VISTA PLACE	3
ph003lan	0AV769	769 ALTA VISTA PLACE	5
ph003lan	0LL301	301 LOMA LINDA	3
ph003lan	0LL302	302 LOMA LINDA	3
ph003lan	0LL303	303 LOMA LINDA	3
ph003lan	0LL304	304 LOMA LINDA	3
ph003lan	0LL305	305 LOMA LINDA	2
ph003lan	0LL306	306 LOMA LINDA	4
ph003lan	0LL307	307 LOMA LINDA	2
ph003lan	0LL308	308 LOMA LINDA	4
ph003lan	0RB750	750 RAINBOW LANE	3
ph003lan	0RB751	751 RAINBOW LANE	4
ph003lan	0RB752	752 RAINBOW LANE	3
ph003lan	0RB753	753 RAINBOW LANE	4
ph003lan	0RB754	754 RAINBOW LANE	3
ph003lan	0RB755	755 RAINBOW LANE	2
ph003lan	0RB756	756 RAINBOW LANE	3
ph003lan	0RB757	757 RAINBOW LANE	2
ph003lan	0RB758	758 RAINBOW LANE	3
ph003lan	0RB759	759 RAINBOW LANE	2
ph003lan	0RB760	760 RAINBOW LANE	3



Landsman Gardens
750 N. Major Avenue, Henderson, NV. 89015

Property	Unit	Address	Bdrm
ph003lan	ORB761	761 RAINBOW LANE	2
ph003lan	ORB762	762 RAINBOW LANE	5
ph003lan	ORB763	763 RAINBOW LANE	2
ph003lan	ORB764	764 RAINBOW LANE	5
ph003lan	ORB765	765 RAINBOW LANE	2
ph003lan	ORB767	767 RAINBOW LANE	5
ph003lan	ORB769	769 RAINBOW LANE	5
ph003lan	OSA350	350 SANTA ANNA CIR	3
ph003lan	OSA352	352 SANTA ANNA CIR	3
ph003lan	OSA354	354 SANTA ANNA CIR	2
ph003lan	OSA355	355 SANTA ANNA CIR	4
ph003lan	OSA356	356 SANTA ANNA CIR	2
ph003lan	OSA357	357 SANTA ANNA CIR	4
ph003lan	OSG350	350 SAGE CIRCLE	3
ph003lan	OSG351	351 SAGE CIRCLE	3
ph003lan	OSG352	352 SAGE CIRCLE	3
ph003lan	OSG353	353 SAGE CIRCLE	3
ph003lan	OSG354	354 SAGE CIRCLE	2
ph003lan	OSG355	355 SAGE CIRCLE	4
ph003lan	OSG356	356 SAGE CIRCLE	2
ph003lan	OSG357	357 SAGE CIRCLE	4
ph003lan	OSG359	359 SAGE CIRCLE	2
ph003lan	OSG361	361 SAGE CIRCLE	2
ph003lan	OSO302	302 SONOMA	2
ph003lan	OSO304	304 SONOMA	2
ph003lan	OSO306	306 SONOMA	4
ph003lan	OSO308	308 SONOMA	4
ph003lan	OSO310	310 SONOMA	4
ph003lan	OSO312	312 SONOMA	4
ph003lan	OSO314	314 SONOMA	5
ph003lan	OSO316	316 SONOMA	5
ph003lan	OSO318	318 SONOMA	4
ph003lan	OSO320	320 SONOMA	4
ph003lan	OSO322	322 SONOMA	4
ph003lan	OSO324	324 SONOMA	4
ph003lan	OSP350	350 SANTA PAULA	4
ph003lan	OSP351	351 SANTA PAULA	2
ph003lan	OSP352	352 SANTA PAULA	4
ph003lan	OSP353	353 SANTA PAULA	2



Landsman Gardens
750 N. Major Avenue, Henderson, NV. 89015

Property	Unit	Address	Bdrm
ph003lan	OSP354	354 SANTA PAULA	3
ph003lan	OSP355	355 SANTA PAULA	2
ph003lan	OSP356	356 SANTA PAULA	3
ph003lan	OSP357	357 SANTA PAULA	2
ph003lan	OSP358	358 SANTA PAULA	3
ph003lan	OSP359	359 SANTA PAULA	3
ph003lan	OSP360	360 SANTA PAULA	3
ph003lan	OSP361	361 SANTA PAULA	3
ph003lan	OSP362	362 SANTA PAULA	3
ph003lan	OSP363	363 SANTA PAULA	4
ph003lan	OSP364	364 SANTA PAULA	3
ph003lan	OSP365	365 SANTA PAULA	4
ph003lan	OTW350	350 TWILIGHT	3
ph003lan	OTW351	351 TWILIGHT	5
ph003lan	OTW352	352 TWILIGHT	3
ph003lan	OTW353	353 TWILIGHT	5
ph003lan	OTW354	354 TWILIGHT	4
ph003lan	OTW355	355 TWILIGHT	4
ph003lan	OTW356	356 TWILIGHT	4
ph003lan	OTW357	357 TWILIGHT	4
ph003lan	OTW358	358 TWILIGHT	4
ph003lan	OTW360	360 TWILIGHT	4
ph003lan	ND001	750 N. Major Avenue	Mgr/Maint/CommCtr
ph003lan	ND002	Center of Property	WIC Bldg/Learning Ctr

No. of Units		Est. SqFt
30	2-bdrm	756
34	3-bdrm	1,062
26	4-bdrm	1,162
10	5-bdrm	1,362
<hr/>		
100		
1	ND001	4,543
1	ND002	2,000

SqFt are estimated and are provided for reference only. Contractor must field verify square footage.



ATTACHMENT B

TECHNICAL SPECIFICATIONS

DIVISION 1

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FOR ABATEMENT SPECIFICATIONS PLEASE SEE ATTACHMENT C

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SECTION 01 11 00

SUMMARY OF THE WORK

PART 1 - GENERAL

1.01 WORK UNDER THE CONTRACT

- A. Work includes, but is not necessarily limited to the following:

The "Project" of which the "Work" of the Contract is titled HAZARDOUS MATERIALS ABATEMENT AT LANDSMAN GARDENS.

Provide labor, equipment and materials for the abatement of hazardous materials in all one-hundred (100) dwelling units and two (2) non-dwelling buildings at Landsman Gardens located at 750 N. Major Avenue, Henderson NV. 89015, pursuant to the attached specifications and drawings.

This abatement work is required to proceed with the comprehensive modernization scheduled for this property therefore; abatement contractor will be required to protect work that is not scheduled for abatement.

Contractor must provide for SNRHA approval a complete asbestos, lead-based paint and mold abatement plan. This plan must include asbestos and lead based paint removal, package, transportation and disposal to an approved dumping facility in accordance with EPA, DEISH, OSHA, NESHAPS, NDEP, CLVFD and all regulations governing the asbestos, lead-based paint and mold abatement industry and as indicated in this bid package.

Scope of work shall incorporate OSHA mandated Federal requirements and Southern Nevada Regional Housing Authority requirements related to funding, including Davis-Bacon Act prevailing wage requirements as well as all functional, procedural and reporting requirements.

1.02 SITE

LANDSMAN GARDENS

APN: 179-17-503-001 & 179-17-502-003

750 N. Major Avenue, Henderson, NV. 89015

1.03 CONTRACT DUTIES

- A. General: During the construction period the Contractor shall have full use of the premises for construction operations, including use of the site, unless otherwise noted. The Contractor's use of the premises is limited only to the SNRHA's right to perform construction operations with its own forces or to employ separate contractors on portions of the project.

1. Contractor and all of his/her subcontractors and personnel shall wear identification badges while on SNRHA property.
2. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed. The Contractor shall indicate and designate each construction location by clearly marking with barriers, rope, or other similar means and signage that establishes each construction area.

3. Keep driveways and entrances serving the premises clear and available to SNRHA employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 4. Burial of waste materials on site shall not be permitted.
- B. Restore all site amenities damaged during construction to a minimum of their condition prior to construction. These include, but are limited to:
- Landscaping
 - Irrigation
 - Sidewalks
 - Curbs
 - Paving
- C. Entry into any occupied dwelling unit shall be scheduled by the SNRHA. Contractor shall provide a general schedule of work for the project at least (7) days in advance of any work for review and approval by the SNRHA.
- D. Coordinate all interruptions in utility services with the SNRHA to ensure that tenants remaining on the premises are not impacted by said interruption.
- E. Use of the Existing Building: Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.04 CONTRACTOR'S DUTIES

- A. Except as specifically noted, provide and pay for:
1. Labor, materials, and equipment.
 2. Tools, construction equipment, and machinery.
 3. Other facilities and services necessary for proper execution and completion of work.
- B. Give required notices.
- C. Obtain and pay for permits related to City and County, including Business Licenses, hauling and dumping permits, as applicable. Provision of required permits and licenses, whether obtained by the Owner or the Contractor, shall be a part of the Contract requirements and shall be followed by the Contractor.
- D. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities, which bear on performance of work.
- E. Attend job conference meetings, or such special meetings as may be required by the Owner.
- F. Carry on the work as quietly as possible to prevent possible annoyance to adjacent properties. Avoid unnecessary noise at all times.
1. Comply with local noise abatement requirements.

- G. Promptly submit notice in writing to the SNRHA of any observed variance in Contract Documents from legal requirements. It is Contractor's responsibility to make certain the Contract Specifications comply with codes and regulations.
- H. Enforce strict discipline and good order among employees. Do not employ on job:
 - 1. Unfit persons.
 - 2. Persons not skilled in assigned task.

1.05 SCHEDULE

- A. The sequence and scheduling of the work to be performed by the Contractor shall be subject to review by the Owner. Submit Progress Schedule in accordance with General Conditions.

1.06 CONTRACTOR'S USE OF PERMITS

- A. Confine operations at site to area immediately adjacent to the proposed project. Develop and utilize construction access as shown on the drawing.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Limit use of site (and premises) to allow:
 - 1. Use of site shall be available, pending coordination with SNRHA Field Representative, from 8:00 a.m. to 5:00 p.m. Monday through Friday, five (5) days a week.

1.07 NUISANCE WATER

- A. It is anticipated that nuisance water, such as rainfall, irrigation water, groundwater, and surface runoff may be encountered within the construction site during the period of construction under this Contract. Contractor shall, at all times, take all due measures to prevent delays in the progress of the work caused by such water. Contractors shall dispose of nuisance water at their own expense and without adverse effects upon the Owner's property, or any other property.

END OF SECTION

SECTION 01 26 00

CONTRACT CONSIDERATIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Schedule of values.
- B. Application for Payment.
- C. Change procedures – See General Conditions.
- D. Alternates.

1.02 SCHEDULE OF VALUES

- A. Submit Schedule of Values in duplicate at the Pre-Construction conference and such schedule to be approved by the SNRHA.
- B. Format: Use the instructions given at the Pre-Award conference to establish the format.
- C. Include with each line item, a direct proportional amount of Contractor's overhead and profit.
- D. Revise schedule to list approved Change Orders, with each Application for Payment.

1.03 APPLICATIONS FOR PAYMENT

- A. Submit three (3) copies of each application on HUD form 51001 "Periodical Estimate for Partial Payment."
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Monthly.
- D. Include forms required by Owner.
- E. These procedures will be discussed during the Pre-Award conference.

1.04 ALTERNATES

- A. Accepted Alternates will be identified in Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates: None.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 26 13

REQUESTS FOR INTERPRETATION (RFI)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for handling and processing Requests for Interpretation (RFI).
- B. RFI form is attached at the end of this Section.
- C. Do not use RFI form during bidding. Direct questions during bidding phase as indicated in Contract Documents.

1.02 DEFINITIONS

- A. RFI: Formal process used during construction phase to facilitate communication between Contractor and Architect or Owner's Representative with regard to requests for additional information and clarification of intent of Contract Documents (Drawings and Specifications).

1.03 PROCEDURE

- A. When conditions require clarification of Contract Documents, comply with following:
 - 1. Subcontractors, manufacturers, and suppliers shall submit request for additional information and clarification to Contractor.
 - 2. Contractor shall contact Architect with requests for interpretation or additional information using the attached form. Architect will **not** accept requests for interpretation or information submitted directly from subcontractors, manufacturers, or suppliers.
 - 3. Architect will provide response to Contractor.
 - 4. Generate RFI by one source per project and number accordingly.
 - 5. Submit one request for information or clarification per form.
- B. Architect will review RFI from Contractor with reasonable promptness and Contractor will be notified in writing of decisions made.
- C. Architect's written response to RFI shall not be considered as a Pricing Order or Pricing Directive, nor does it authorize changes in Contract Sum or Contract Schedule.
- D. Contractor shall maintain a log of RFIs sent to and responses from Architect.
- E. Contractor shall make every reasonable effort to answer questions pertaining to Construction Documents before submitting an RFI.

1.04 RFI FORM

- A. Submit RFIs on attached form. Architect will not respond unless proper form is used.
- B. If submittal form or format does not provide space needed for complete information, additional sheets may be attached.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION



REQUEST FOR INTERPRETATION

Project: _____ R.F.I. Number: _____

 From: _____
 To: _____ Date: _____

 A/E Project Number: _____
 Re: _____ Contract For: _____

Specification Section:	Paragraph:	Drawing Reference:	Detail:
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Request:

Signed by: _____ Date: _____

Response:

Attachments

Response From:	To:	Date Rec'd:	Date Ret'd:
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Signed by: _____ Date: _____

Copies: Owner Consultants _____ _____ _____ _____ File

SECTION 01 29 76

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Coordinate the "Schedule of Values" and Periodic Estimate for Partial Payment Applications with the Contractor's "Construction Schedule", list of Subcontracts and "Submittal Schedule".
- C. The Contractor's Construction Schedule and Submittal Schedule are outlined in Section titled "Submittal".

1.03 SCHEDULE OF VALUES

- A. Coordinate preparation of the "Schedule of Values" with preparation of the Contractor's "Construction Schedule".
- B. Submit the "Schedule of Values" to the SNRHA for approval at the earliest feasible date, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.
- C. Format and Content: Use the instructions given at the Preconstruction meeting to establish the format for the Schedule of Values.
- D. Identification: Include the following Project Identification on the Schedule of Values:

SNRHA's Name and Address
Project Name and Location
HUD Project Number
Contractor's Name and Address
Date of Submittal

Arrange the Schedule of Values in a tabular form on HUD-51001, "Periodical Estimate for Partial Payment".

Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

- E. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.04 APPLICATIONS FOR PAYMENT:

- A. Each Application for Payment shall be consistent with The Approved Schedule of Values and previous applications and payments as certified and paid for by the SNRHA. It shall also be accompanied by a certified payroll form.

The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

- B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the General Conditions.
- C. Payment Application Forms: Use HUD-51001 as the form for Application for Payment and form WH-347 to submit certified payroll forms.
- D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.

Entries shall match data on the Schedule of Values and Contractor' Construction Schedule. Use updated schedules if revisions have been made.

Payroll forms shall accompany each application for payment (Form WH-347 is included for Contractor's use.) **This payroll form must be submitted on a weekly basis whether or not it is accompanying a payment.**

Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.

- E. Transmittal: Submit one originally executed copy of each Application for Payment to the SNRHA by means ensuring receipt within 24 hours; one copy shall include waivers of lien and similar attachments.

Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to SNRHA.

- F. Waivers of Mechanics Lien: With each application for Payment, submit waivers of mechanics lien from every Subcontractor or entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the Payment.

Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered b the application.

Submit final Application for Payment with or proceeded by final waiver from every entity involved with performance of Work covered by the application who could lawfully be entitled to a lien.

Waiver Forms: Submit waiver of lien on forms, and executed in a manner, acceptable to SNRHA.

- G. Initial Application for Payment: Administrative actions and Submittal that must precede or coincide with submittal of the first Application for Payment include the following:

- List of subcontractors
- List of principal suppliers and fabricators
- Schedule of Values
- Contractor's Construction Schedule (preliminary if not final)
- Schedule of principal products
- Submittal Schedule (preliminary if not final)
- List of contractor's staff assignments
- List of Contractor's principal consultants
- Copies of building permits
- Copies of authorizations and licenses from governing authorities for performance of the Work
- Initial progress report
- Any forms or schedules called for in "General Requirements" sections.

- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, (a sample of which is included in this section) submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for SNRHA occupancy of designated portions of the Work.

Administrative actions and Submittals that shall proceed or coincide with this application include:

- Warranties (guarantees) and maintenance agreements
- Maintenance instructions given to Maintenance Supervisor with signed receipt
- Receipt for any additional parts supplied
- Final cleaning sign-off from Maintenance Supervisor
- Application for reduction of retainage, and consent of surety
- Advice on shifting insurance coverage
- List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion

- I. Final Payment Application: Administrative actions and Submittal, which must precede or coincide with submittal of the final payment Application for Payment include the following:

- Completion of Project closeout requirements
- Completion of items specified for completion after Substantial Completion
- Assurance that unsettled claims will be settled
- Assurance that Work not completed and accepted will be completed without undue delay
- Transmittal of required Project construction records to SNRHA
- Certified property survey
- Proof that taxes, fees and similar obligations have been paid
- Removal of temporary facilities and services
- Removal of surplus materials, rubbish and similar elements
- Certificate and Release form (sample included in this Section)

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 31 13

COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Pre-Construction meeting.
- C. Progress meetings.
- D. Examination.
- E. Preparation – See Section 01 51 00 Construction Facility and Temporary Controls and 01 71 33 Protection of Adjacent Construction.
- F. Cutting and patching – See Section 01 73 29 Cutting and Patching.
- G. Alteration project procedures - See Section 01 35 16 Alteration Project Procedures.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project to assure efficient and orderly sequence of demolition construction work.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Follow demolition plan for capping of utilities, according to Plan.
- D. Coordinate completion and clean-up of work in preparation for Substantial Completion.

1.03 PRE-CONSTRUCTION MEETING

- A. SNRHA will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Architect, Contractor, and Subcontractors.

1.04 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. SNRHA will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job Superintendent, major Subcontractors, suppliers, Architect, and Owner, as appropriate to agenda topics for each meeting.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Beginning new work means acceptance of existing conditions.
- B. Examine and verify specific conditions described in individual specification sections.
- C. Verify that utility services are available, of the correct characteristics, and in the correct location.

END OF SECTION

SECTION 01 32 16

PROGRESS SCHEDULE

PART 1 - GENERAL

1.01 METHODS

- A. The Contractor shall comply with Project progress scheduling by use of one or the other of the two methods as specified herein; the particular method will be indicated elsewhere in the Contract Documents.
 - 1. Critical Path Method
 - 2. Bar Chart Schedule

1.02 PROGRESS SCHEDULE (CPM)

- A. The Contractor shall coordinate the Project through the use of the Critical Path Method (CPM) of planning and scheduling. The Contractor shall utilize this method for the planning and scheduling of the Project and performing the Work in an orderly and expeditious manner. The progress status at various stages of the Project will be monitored by the Progress Schedule. The Project Schedule will be used to analyze delays and evaluate requests for extension of time.
- B. Should the progress of this Work be delayed for any reason other than those mentioned in the General Conditions under Article 9.01 "Termination for Cause" and if such delays being the fault of the Contractor and resulting in the Contractor being unable to comply with the scheduled completion date, the Contractor agrees to take all necessary action, including additional overtime at the Contractor's expense, to ensure that the established completion date will be met. In order to meet the established completion date, the Contractor hereby agrees to employ such techniques as the Work may warrant.

It is not incumbent upon the SNRHA or its Architect to notify the Contractor when to begin, to cease or resume work, nor give early notice of rejection of faulty work, nor in any way to superintend so as to relieve the Contractor of responsibility of any consequence of neglect or carelessness of the Contractor's employees. All materials and labor shall be furnished at such time that all Contract work may be properly and fully completed on Contract time. No claim for Contractor interference, direction or acceleration will be recognized from the CM's coordination and/or on site implementation of the Contract schedule activities.

C. SCHEDULING REQUIREMENTS

- 1. The Contractor will be required to utilize the Critical Path Method (CPM) of planning and scheduling. The Contractor will be required to submit five (5) sets of the CPM schedule. The schedule will include as many activities as necessary to make the schedule an effective tool for construction planning and monitoring the performance of each Subcontractor. The Contractor's schedule will include all pertinent activities, including, but not limited to milestone dates, submittal dates, required approval dates for shop drawings, purchasing activities, ordering and delivery dates, and activities interfacing or interacting with Subcontractor or services. The Contractor will update the schedule at every job meeting and will show a comparison between actual progress and scheduled progress. The schedule will be revised as required by the condition of the Work.

2. If, in the opinion of the SNRHA or the Mod Coordinator, the Work falls behind schedule, the Contractor will be required to submit, within one week, a revised schedule demonstrating its proposed plan to make up the slippage in the schedule and ensure the completion of Work within the Contract time. If the SNRHA finds the proposed plan not acceptable, the Contractor will be required to resubmit a revised schedule for approval. The revised schedule will require the Contractor to increase the work force, the construction plan and equipment, or the number of work shifts at no additional cost to the SNRHA. The Contractor will also bear all the cost for the producing of the preliminary schedule and any subsequent schedule.
3. The Contractor shall provide a preliminary schedule within one week from the award of the Contract and a final schedule one-week after approved schedule. The Contractor will then schedule a meeting with the Subcontractors, the SNRHA, and/or Architect to review the schedule. Any adjustments required based upon review will be made to the schedule as recommended to eliminate conflicts and to comply with the Contract dates and Project completion dates.
4. The Contractor's detailed schedule of work will include, but not be limited to, the following:
 - a. Milestone dates
 - b. Mandatory Sequencing (e.g., Excavation Must Precede Foundations) will be separate from desirable sequencing (i.e., crew movement, construction equipment constraints and other logic restraints).
 - c. Testing Activities/Required Inspections (where applicable)
 - d. Shop Drawing Preparation and Approval Activities
 - e. Procurement Schedule (Order Dates, Deliveries, etc.)
 - f. Requirement for any on Site Shutdown that may impact work
 - g. Training or Instruction of School Personnel
 - h. Anticipated Start and Completion Dates for each activity
 - i. Anticipated durations in work days of each activity
 - j. Final Inspection/Beneficial Occupancy

After all networks and data are reviewed and this schedule agreed to, the Contractor shall process the information through a computer to develop the indicated early and late start and finish dates and float of the activities. The Contractor shall make adjustments to the Master (CPM) Network Schedule and the computer run to eliminate conflicts and to comply with the milestone dates and the Project completion date. After all adjustments have been made, the Contractor shall submit the final CPM Network Schedule and computer schedules to the SNRHA and/or Architect. This will be the official Project Schedule and shall be signed off by the Contractor and the Contractor's Subcontractors.

The Contractor will update this schedule at monthly schedule meetings with the Subcontractors. This meeting will be attended by the SNRHA and/or Architect. The update will determine the actual status of the Project and will act as a tool in the decision making necessary to keep the Project on schedule.

5. The Contractor shall schedule a meeting to update the schedule at the end of the first month following issuance of the Official Project Schedule and every month thereafter as required (or at lesser intervals if deemed necessary). The Contractor shall have in attendance at these meetings the individual Subcontractors/Vendors who are intimately familiar with the Project and its current status and who have decision-making authority. These representatives will assist the SNRHA and CM in every manner to determine the actual status of the Project and make such decisions as may be necessary to keep the Project on schedule. The bi-weekly progress report forms must be filled in by the Subcontractor prior to the meeting to indicate the status of each activity as of the end of the month by indicating the remaining duration and the actual start and finish dates of all activities started and/or completed since the last update. This includes shop drawings, procurement of material, etc., as well as actual on-site construction activities.
6. All Subcontractors shall meet with the Contractor, the SNRHA and/or Architect and provide the information necessary to prepare a revised (updated) arrow diagram and computer-generated schedule listing showing:
 - a. Approved changes in activity sequencing to reflect agreed upon schedule impact of either excusable delays, change orders, acknowledged differing site conditions or suspensions of Work.
 - b. Changes in activity durations for unstarted or partially complete activities where agreed upon.
 - c. The effect to the network of any delays to any activities in progress and/or the impact of known delays which are expected to affect future work.
 - d. Changes to activity logic, where agreed upon, to reflect revision in the Contractor's plan, i.e., changes in activity duration, and activity sequence for the purpose of regaining lost time or improving progress, mitigating the effect of excusable delays or Contractor's preference.
 - e. Changes to milestones, due dates and the overall Contract Completion Date, which have been agreed upon by the SNRHA since the last revision of the CPM schedule.
 - f. Proposed effects (not approved) to the schedule of any delays, Change Orders or Contractor requested changes, which are being negotiated as to the extent, if any, of a Contract adjustment reflecting any increases or decreases in the cost or time of performance of the Contract. The Contract late completion date will not be adjusted due to any changes not approved by the SNRHA.

The CPM Network Schedule shall accurately reflect the manner in which the Contractor intends to proceed with the Project and shall incorporate the impact of all delays and Change Orders as soon as these factors can be defined. All changes made to the schedule shall be subject to approval by the SNRHA prior to inclusion in the CPM Network Schedule.

7. When the SNRHA and the Contractor are unable to agree as to the amount of time to be allowed for delays and Change Order Work, or the manner in which this work is to be reflected on the arrow diagram, the scheduling shall reflect the logic and time durations furnished by the Contractor for the delays and Change Orders pending final decision by the SNRHA. If unapproved Contractor logic and time durations are used, the Contractor

agrees that any time delays to the Project; i.e., those which affect the time and performance of any of the Contracts as a responsibility of the Contractor until a final agreement has been made or a final decision rendered by the SNRHA regarding the manner in which the delays and Change Order work is to be reflected on the schedule. When this final decision has been made by the SNRHA, the CPM Network Schedule shall be revised in accordance with such decision and issued with a final analysis of the effect of the change on the Project.

8. If the Contractor desires to revise the logic of the approved CPM schedule so as to reflect a sequence of construction which differs from that originally agreed to, the Contractor must first obtain the approval, in writing, of all the Subcontractors whose work may be affected by the change and then must obtain the approval of the SNRHA.
9. Once each month, at the same time the network is updated, the Contractor shall make entries to identify those activities started by date and those completed by date during the previous period, to show the estimated time required to complete each activity started but not yet completed, to show activity percent completed and to reflect any changes in the arrow diagram approved in accordance with the preceding paragraph. After completion of the joint review, an updated Computer Schedule will be transmitted to all Subcontractors. The resultant monthly Computer Schedule and Network Schedule shall be recognized by the Contractor as solely the updated construction schedule to complete all remaining Contract work. In addition, once each month the Contractor shall furnish a narrative report. The narrative report will include a description of the amount of progress during the previous month in terms of completed activities in the plan currently in effect, a description of problem areas, current and anticipated delaying factors and their estimated impact on the performance of other activities and completion dates, and recommendations on corrective action for the Contractor. The SNRHA will review the Contractor's proposed corrective action for conformance with the Contract requirements. Approved corrective actions for Contractor are to be incorporated into the next schedule update. Failure of the Contractor to propose acceptable corrective actions for Contractor delays or slippages will be construed as a failure to properly schedule and prioritize the work in accordance with the requirements of the Contract Documents and it may cause the SNRHA to recommend corrective actions to maintain the overall project schedule. If the Contractor believes that the SNRHA direction constitutes a change, the Contractor shall furnish, within ten days, in writing, its own plan for corrective action. This plan is subject to approval by the SNRHA.
10. In addition, to this schedule, the Contractor, at every biweekly job meeting will be required to submit a two week schedule showing all scheduled activities for the following two weeks and a report of progress in the previous two weeks. It will be the responsibility of the Contractor to review these schedules and implement the coordination of the Subcontractors. The schedule will be submitted in a format approved by the SNRHA.

1.03 SCHEDULING REQUIREMENTS (BAR CHART)

- A. The successful Contractor will be required to submit five (5) sets of a detailed Bar Chart Schedule. The schedule will include as many activities as necessary to make the schedule an effective tool for construction planning and monitoring the performance of each Subcontractor. The Contractor's schedule will include all pertinent activities, including, but not limited to, submittal dates, required approval dates of Shop Drawings, purchasing activities, ordering and delivery dates, and activities interfacing or interacting with Subcontractor or services. The Contractor will update the schedule at every job meeting and will show a comparison between actual progress and scheduled progress. The schedule will be revised as required by the condition of the Work.

- B. If, in the opinion of the SNRHA or its Designated Representative, the Work falls behind schedule, the Contractor will be required to submit a revised schedule within one week demonstrating its proposed plan to make up the slippage in the schedule and ensure the completion of Work within the Contract time. If the SNRHA finds the proposed plan not acceptable the Contractor will be required to resubmit a revised schedule for approval. The revised schedule will require the Contractor to increase the work force, the construction plan and equipment or the number of work shifts at no additional cost to the SNRHA. The Contractor will also bear all the cost for the producing of the preliminary schedule and any subsequent schedules.
- C. The Contractor will provide a preliminary schedule within one week from the award of the Contract and a final schedule one-week after approved schedule. The Contractor will then schedule a meeting with the Subcontractors, the SNRHA, to review the preliminary schedule. Any adjustment required based upon review will be made to the schedule as recommended to eliminate conflicts and to comply with the Contract dates and Project completion dates.
- D. The Contractor's detailed schedule of work will include, but not be limited to, the following:
1. Crew movements/Construction Equipment and Manpower
 2. Sequencing (e.g., Excavation Must Precede Foundations)
 3. Testing Activities/Required Inspections (where applicable)
 4. Shop Drawings Preparation and Approval Activities
 5. Procurement Schedule (Order Dates, Deliveries, etc.)
 6. Requirement for any on-Site Shutdowns that may impact work
 7. Training or Instruction of School Personnel
 8. Anticipated Start and Completion Dates for each activity
 9. Anticipated Durations in work days of each activity
 10. Final Inspection/Beneficial Occupancy
- E. In addition to this schedule, the Contractor at every biweekly job meeting will be required to submit a two week schedule showing all scheduled activities for the following two weeks and a report of progress in the previous two weeks. It will be the responsibility of the Contractor to review these schedules and implement the coordination of the Subcontractors. The schedule will be submitted in a format approved by the SNRHA.

1.04 CONTRACTOR'S DAILY REPORTS

- A. As soon as the Contractor has started work on the project, the Contractor shall submit to the SNRHA's Field Representative reports of the Work performed the previous day by any of the Contractor's employees, including the employees of the Subcontractors.
- B. The reports shall be prepared by the Contractor's Superintendent and shall bear his signature. Each report shall contain the following information:

1. The type of materials and/or major equipment being installed by the Contractor and the total number of employees worked in each category on that particular day.
2. The names of the Subcontractors working and the type of materials and/or major equipment being installed, together with the total number of employees working for each subcontractor on that particular day.
3. The major construction equipment being used by each contractor and/or Subcontractor.
4. Work pertaining to a Change Order and/or work being performed under protest.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 32 33

CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Record digital photography for archival and pay request purposes.
- B. Daily digital photography to define when construction visits are appropriate and for discussion.
- C. Camera
- D. Compact Disc
- E. Technique
- F. Submittals

1.02 RELATED SECTIONS

- A. Section 01 29 76 - Applications for Payment
- B. Section 01 33 00 – Submittals
- C. Section 01 77 00 - Contract Close-Out: Project record documents.

1.03 DIGITAL PHOTOGRAPHY

- A. Provide digital photographs of the site before any construction is started and throughout the progress of The Work. Digital photographs shall be of a quality acceptable to the Owner and Architect.
- B. Digital Photographs should be taken within seven days of each monthly Application for Payment and should represent work completed during the period preceding the Application for Payment. Photographs should be taken throughout the progress of the Work, up to and including Substantial Completion. Include as a minimum, 24 photographs of the following construction milestones:
 - 1. Site clearing
 - 2. Excavations
 - 3. Foundations
 - 4. Framing
 - 5. Stored Materials
 - 6. Site Improvements
 - 7. Enclosure of building
 - 8. Interior views

9. Contractor's completion of any segment of the Work.
 10. Substantial completion
- C. Daily Digital photography should be taken daily and e-mailed to the Owner and Architect at the end of each construction day.

1.04 CAMERA

- A. Digital: 1024 x 768 pixels minimum. Digital Camera shall have a minimum resolution of five (5) mega pixels with accurate time and date encoder.
1. Daily photographs shall be 2 megapixels minimum.
 2. Pay request photographs shall be 4 megapixels minimum.

1.05 COMPACT DISC

- A. Deliver two (2) Compact Discs with the close-out document submittals.
- B. Catalog and index disc in chronological sequence; provide typed table of contents with pay request.

1.06 TECHNIQUE

- A. Provide factual presentation.
- B. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

1.07 VIEWS

- A. Daily Digital Photographs:
1. Show work done that day only.
 2. Show two (2) photographs minimum per dwelling unit each work day.
 3. Show additional views to describe questions for discussion, discovery or as-built issues.

1.08 SUBMITTALS

- A. Deliver two (2) Compact Discs (CD) with each Application for Payment.
1. Each photo to be identified with the project name, number, subject/phase of work, orientation of view, approximate time of view, date.
 2. Store the digital photographs in JPEG format.
 3. One (1) disc will be retained by Architect for file record.
- B. Pay request pictures will be taken at approximately the same time of the month, each month.

1.09 CONCEALED CONDITIONS

- A. Where concealed conditions not indicated on the Contract Documents result in contractor's request for additional cost and time, completely depict those conditions using photography.
- B. Photograph before closing up walls showing piping, wiring and insulation.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed Products list.
- D. Shop Drawings.
- E. Product Data.
- F. Samples.
- G. Manufacturer's installation instructions.
- H. Manufacturers' certificates.

1.02 RELATED SECTIONS

- A. Section 01 77 00 - Contract Close-Out: Contract warranties, bonds, manufacturers' certificates, and closeout submittals.
- B. Section 01 78 36 – Warranties and Bonds: Contract warranties, bonds, manufacturers' certificates, and closeout submittals.

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect/Engineer accepted form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Architect/Engineer at business address. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the contractor.
- G. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect/Engineer review stamps.

- I. Revise and resubmit, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- K. Submittals not requested will not be recognized or processed.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within 15 days after date of Owner-Contractor Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a computer-generated horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and required by Allowances.

1.05 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, model number of each product, and identify specification section number, as appropriate.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, reference standards, and identify specification section number, as appropriate.
- C. Include itemized listing of required submittals under each product and/or specification number, as appropriate.

1.06 SHOP DRAWINGS

- A. Submit the number of opaque reproductions, which Contractor requires, plus three copies, which will be retained by Architect/Engineer.
- B. Shop Drawings: Submit for review. After review, produce copies and distribute in accordance with the SUBMITTALS article above and for record documents purposes described in Section 01 77 00 - Contract Close-Out.
- C. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.07 PRODUCT DATA

- A. Submit the number of copies, which the Contractor requires, plus two copies, which will be retained by the Architect/Engineer.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01 77 00 - Contract Close-Out.

1.08 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect/Engineer selection.
- C. Include identification on each sample, with full Project information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Architect/Engineer.
- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.09 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer in quantities specified for Product Data. Provide duplicate copies for project close-out as described in Section 01 78 36 Warranties and Bonds: Form of Submittals.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.10 MANUFACTURER CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 34 00

SHOP DRAWINGS AND SAMPLES

PART 1 - GENERAL

1.01 CONTRACTOR SUBMITTAL

- A. The Contractor shall submit the Shop Drawings, technical data, and Samples required by the Contract. The Contractor shall adhere to all submittal and scheduling requirements for Shop Drawings and Samples. After examination of such Shop Drawings and samples by the SNRHA, or the SNRHA's Designated Representative, and the return of such items by the SNRHA to the Contractor, the Contractor shall make corrections indicated and shall furnish to the SNRHA the required number of corrected copies of Shop Drawings and Samples. Paint and carpet color selection must be approved by the SNRHA prior to installation.

1.02 SHOP DRAWINGS

- A. Shop Drawings shall be accompanied by a letter of transmittal to the SNRHA or the SNRHA's Representative requesting approval and date approval is desired.
- B. Each Shop Drawings and letter of transmittal shall be identified with the following information:
1. Project title.
 2. Contract name.
 3. Date of the drawing, including dates of any revisions.
 4. Name of Contractor, name of Subcontractor, material supplier and manufacturer, as applicable.
 5. Name of person or firm preparing Shop Drawings.
 6. Contract Drawing numbers and Specifications, Section Division and Paragraph numbers used as references in preparing Shop Drawings, and titles of items to which the Shop Drawings refer.
- C. Shop Drawings shall show the design, dimensions, connections and other details necessary to ensure that the Shop Drawings accurately interpret the Contract Documents and shall also show adjoining Work in such Detail as required to provide proper connections with said adjoining Work. Where adjoining connected Work requires Shop Drawings, such Shop Drawings shall be submitted to the SNRHA or the SNRHA's Representative for approval at the same time so that connections can be checked.
- D. The Contractor shall verify all field measurements. Measurements available prior to submittal of Shop Drawings shall be shown and so noted on the Shop Drawings. Measurements not available prior to submission of Shop Drawings shall be noted on the Shop Drawings as not available and such measurements shall be obtained prior to fabrication.
- E. The Contractor shall submit manufacturer's drawings and specifications when necessary to

fully explain apparatus and equipment required by the Work. These manufacturer's drawings and specifications shall be treated as Shop Drawings. Manufacturer's catalog numbers alone are not acceptable as sufficient information for compliance with this requirement.

1.03 PROCEDURE FOR SUBMITTAL AND APPROVAL OF ALL SHOP DRAWINGS

- A. After approval of the required Shop Drawings Schedule, the Contractor shall submit one clear sepia transparency and two prints of Shop Drawings to the SNRHA, or designated Representative for review and approval. A satisfactory Shop Drawing will be stamped "Approved" or "Approved As Noted", and dated; the sepia transparency and one copy hereof will be returned to the Contractor.
- B. Should the Shop Drawings not be approved by the SNRHA or designated Representative it will be stamped "Revise and Resubmit" and one set of such Shop Drawings will be returned to the Contractor with the necessary corrections and changes to be made indicated thereon.
- C. The Contractor shall make such corrections and changes and again submit one sepia transparency and two prints of Shop Drawings for the approval of the SNRHA. The Contractor shall revise and resubmit the Shop Drawings as required by the SNRHA or designated Representative until approval thereof is obtained. However, Shop Drawings which have been stamped "Approved As Noted" shall be considered "Approved" Shop Drawings and need not be revised and resubmitted.
- D. The Sepia transparency of any approved Shop Drawing will be returned to the Contractor for the Contractor's distribution; such approved sepia transparency will be stamped and dated by the SNRHA or the SNRHA's Representative.

1.04 DISTRIBUTION OF APPROVED SHOP DRAWINGS

- A. Approved Shop Drawings shall be distributed as follows by the Contractor:
 - 1. One (1) copy for the SNRHA's Field Representative.
 - 2. One (1) copy for the SNRHA's main office.
 - 3. One (1) copy for the SNRHA's designated Review Representative.
- B. Copies of Transmittals - Copies of all Shop Drawing transmittal letters from the Contractor shall be sent to the SNRHA's Field Representative.
- C. No work called for by the Shop Drawings shall be accomplished until approval of the said Drawings by the SNRHA or Designated Representative is given.
- D. Variations - If the Shop Drawings show variations from the Contract requirements because of standard shop practice, or other reasons, the Contractor shall make specific mention of such variations in the letter of transmittal.
- E. Responsibility of Contractor - The approval of Shop Drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such Shop Drawings, nor for the proper fitting and construction of the Work, nor of the furnishing of materials or Work required by the Contract and not indicated on the Shop Drawings. Approval of Shop Drawings shall not be construed as approving departures from the Contract Drawings,

Supplementary Drawings or Specifications.

- F. Shop Drawing Schedule - To enable the Work to be transacted in an orderly and expeditious manner, the Contractor shall within seven (7) days after the Notice to Proceed, unless otherwise directed by the SNRHA or Designated Representative, submit a proposed progress schedule showing the anticipated time of commencement and completion of the submission of Shop Drawings for each of the various operations to be performed under the Contract.

The Shop Drawing schedule shall be interfaced with the Construction Progress Schedule required by another Article in the General Requirements.

- G. Procedure for preparing, forwarding, checking and returning of all Shop Drawings shall be generally as follows:

1. The Contractor shall make available to the Contractor's Subcontractors the necessary Contract Documents and have them determine dimensions and conditions in the field, particularly with reference to coordination with other trades or work under other contracts;
2. The Contractor shall direct the Subcontractors to prepare Shop Drawings for submission to the SNRHA or the SNRHA's Representative, in accordance with the requirements of these "General Requirements".
3. The Contractor shall also direct the Contractor's Subcontractors to flag or circle corrections made on all resubmissions for approval, so as to be readily seen, and that the symbol "Sub" be used to identify the source of correction or information that has been added.
4. The Contractor shall:
 - a. Review and be responsible to the SNRHA for information shown on Subcontractor's shop and installation drawings and manufacturer's data, and also for conformity to Contract Documents.
 - b. Flag corrections made on all submissions for approval, so as to be readily seen, use the symbol "GC", "PL", "MECH" and "EL" to indicate that the correction and/or information added was made by the respective Subcontractor.
 - c. Clearly designate which trade is to perform the work when the use of "Work by Others" or other similar phrases are indicated on the Drawings before submission to the SNRHA's Representative.
 - d. Stamp submissions "Recommended for Approval", date and forward required copies to the SNRHA's Representative.
5. In order to expedite shop drawing procedures, the Contractor shall write a bi-weekly Shop Drawing status letter to the SNRHA, with copies to the Field Representative, containing the following subject matter:
6. A list of all Shop Drawings which have been sent to but not returned by the SNRHA, giving name of the Subcontractor, Drawing number, title and date of submission.

7. An indication of the desired priority of the return, if necessary.

Note: The status letter shall be prepared and sent at a given time, preferably Friday afternoon, to enable the SNRHA to receive the letter on Monday morning. This procedure shall be maintained throughout the active Shop Drawing period of construction.

1.05 SAMPLES

- A. Samples shall be accompanied by a letter of transmittal to the SNRHA's Representative requesting approval, and date approval is desired.
- B. Each sample shall be labeled with the following information:
 1. Project title.
 2. Contract name.
 3. Date of submission.
 4. Name and quality of the material.
 5. Name of Contractor, name of Subcontractor, Material Supplier and Manufacturer, as applicable.
 6. Contract Drawing numbers and Specification Section, Division and Paragraph numbers used as reference in preparing samples.
- C. Samples on Display - When Samples are specified to be equal to samples in the office of the SNRHA, they shall be carefully compared to such samples for verification that they are equal in all respects.
- D. Samples shall be of sufficient size and quantity to show the quality, type, color, finish and texture of the material required to be furnished by the Contractor pursuant to the Contract. Furnish specific sizes and quantities where indicated in the respective technical Sections.
- E. Valuable samples, such as hardware, plumbing and electrical fixtures, not destroyed by inspection or test, will be returned to the Contractor and may be incorporated into the Work after all questions of acceptability have been settled, providing suitable permanent records are made as to location of the samples, their properties, and other pertinent information.

1.06 CONTRACTOR REVIEW

- A. The Contractor shall review, verify and determine all field measurements, field construction criteria, materials, catalog numbers and similar data, shall coordinate each Shop Drawing and sample with the requirements of the Contract and shall determine whether or not such Shop Drawings are in conformity with the provisions of the Contract before submitting the Shop Drawings to the SNRHA, or the SNRHA's Designated Representative, for approval.

1.07 CONTRACTOR RESPONSIBILITY

- A. The SNRHA's approval, or review by the SNRHA's Designated Representative, of Shop

Drawings and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract. The Contractor shall be responsible for the accuracy of the Shop Drawings and Samples and for the conformity of Shop Drawings and Samples with the Contract unless the Contractor has notified the SNRHA of the deviation in writing at the time of submission and has received from the SNRHA written approval of the specified deviations. The SNRHA's approval shall not relieve the Contractor of responsibility for errors or omissions in the Shop Drawings and Samples.

1.08 COMMENCEMENT OF WORK

- A. No portion of the Work shall be commenced until required Shop Drawings and Samples are approved by the SNRHA.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 01 35 16

ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Products for patching and extending Work.
- B. Examination and Preparation.
- C. Installation.
- D. Transitions and Adjustments.
- E. Repair of damaged surfaces.
- F. Finishes and Cleaning.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in Product sections. Match existing Products and Work for patching and extending Work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing Products where necessary, referring to existing Work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that demolition is complete and areas are ready for installation of new Work.
- B. Beginning of restoration Work means acceptance of existing conditions.

3.02 PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- E. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

3.03 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate Owner occupancy.
- B. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material with a neat transition to adjacent finishes.
- D. Recover and refinish exposed mechanical and electrical work exposed accidentally during the work.
- E. Install Products as specified in individual sections.

3.04 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Owner.

3.05 ADJUSTMENTS

- A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Architect's review.
- C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.

3.06 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces that are damaged, lifted, discolored or showing other imperfections.
- B. Repair substrate prior to patching finish.

3.07 FINISHES

- A. Finish surfaces as specified in individual Product sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.08 CLEANING:

- A. In addition to final cleaning specified in Section 01 77 00 Contract Close-Out, clean areas of work daily as specified in Section 01 51 00 Construction Facility and Temporary Controls.

END OF SECTION

SECTION 01 35 33

ENVIRONMENTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Indoor Air Quality (IAQ) Requirements.
- B. Carcinogenic and Toxic Materials.
- C. Emission Rate Test Methods.
- D. Dry Materials.
- E. Emission Rate Standards.

1.02 REFERENCES

- A. National Ambient Air Quality Standard (U.S. EPA, Code of Federal Regulations, Title 40, Part 50).
- B. Industrial Workplace Standard (Reference: American Conference of Governmental Industrial Hygienists, 6500 Glenway, Building D-7, Cincinnati, OH 45211-4438).
- C. International Agency for Research on Cancer list of Chemical Carcinogens.
- D. Carcinogen List of the National Toxicology Program.
- E. Reproductive Toxin List of the Catalog of Teratogenic Agents.
- F. U.S. Environmental Protection Agency (EPA-600/8-89-074).

1.03 INDOOR AIR QUALITY (IAQ) REQUIREMENTS

- A. Interior construction materials, finishes, and furnishing including partitions, partition coverings, insulation, flooring, floor coverings, wall covering, ceiling tiles, adhesives, sealants, glazes, paints, and similar materials shall be designed, manufactured, handled, and installed in such a manner to produce the least harmful or annoying effects on the occupants of the building.
- B. Make written notification of these requirements to all appropriate suppliers of these materials to ensure that compliance is obtained from the manufacturers.
- C. All materials shall emit the lowest, yet technologically achievable, emissions of particles and chemical vapors.
 - 1. As a minimum, materials shall meet emission rate standards set forth below.
 - 2. All emission rate calculations shall assume 900 ft³ (25.49 m³) to be the work station volume for determination of Product loading.

1.04 EMISSION RATE STANDARDS

- A. Formaldehyde Emission Rate Standard: Product emission rate measured in mg/m²/hr shall not result in an indoor air concentration level of formaldehyde greater than 0.1 ppm at the anticipated loading (m²/m³ within the building) within 30 days of installation.
- B. Total Volatile Organic Content (VOC) Emission Rate Standard: Product emission rate measured in mg/m²/hr shall not result in an indoor air concentration level greater than 0.5 mg/m³ of the total volatile organic compounds at the anticipated loading (m²/m³ within the building) within 30 days of installation.
- C. 4 Phenyl Cyclohexene (4-PC) Emission Rate Standard: Product emission rate measured in mg/m²/hr shall not result in an indoor air concentration level of 4-PC greater than 0.1 ppb at the anticipated loading (m²/m³ within the building) within 30 days of installation.
- D. Regulated Pollutant Standard: Any pollutant regulated as a primary or secondary outdoor air pollutant shall meet an emission rate that will not generate an air concentration greater than that promulgated by the National Ambient Air Quality Standard.
- E. Otherwise Unmentioned Pollutant Standard: Any pollutant not specified above shall meet an emission rate standard that will not produce an air concentration level greater than 1/10 the Threshold Limit Value (TLV) Industrial Workplace Standard at the anticipated loading (m²/m³ within the building) within thirty (30) days of installation.

PART 2 PRODUCTS

2.01 CARCINOGENIC AND TOXIC MATERIALS

- A. For all interior design materials, furnishings, and finishes, disclose in writing to Owner prior to installation of such materials, furnishings, and finishes any detectable amounts of substances emitted into the indoor air which are listed on any of the following.
 - 1. International Agency for Research on Cancer List of Chemical Carcinogens, or
 - 2. Carcinogen List of the National Toxicology Program, or
 - 3. Reproductive Toxin List of the Catalog of Teratogenic Agents.

2.02 DRY MATERIALS

- A. "Dry" Materials:
 - 1. Do not install "dry" furnishing and finishing materials, such as carpet, acoustical panels, textiles, and so forth, until "wet" materials (adhesives, sealants, glazes, caulks, paint, and so forth) have been applied and allowed to dry to the extent feasible and in accordance with good building practices.
 - 2. Choose drying times so that pollutant emission rates as specified for IAQ are achieved prior to installation of the "dry" furnishing and finishing materials.
- B. Pre-Conditioning: All dry furnishing and finishing materials shall be allowed to "air out" or pre-condition prior to installation in the building.

2.03 EMISSION RATE TEST METHODS

- A. All emission rate testing specified shall be completed according to the dynamic environmental chamber technology as prescribed by the U.S. EPA.
- B. Make data available to Owner for review and approval.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 42 00

REFERENCE STANDARDS AND STATUTORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS IN GENERAL

- A. Comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- B. It is not Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if Contractor observes that portions of the Contract Documents are at variance therewith, Contractor shall promptly notify Owner in writing, and necessary changes shall be accomplished by appropriate Modification.
- C. If Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to Architect and Owner, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.
- D. Permits and Fees: Comply with requirements specified in the General Conditions.
- E. Taxes: Comply with requirements specified in the General Conditions.
- F. Business Regulations:
 - 1. Comply with all federal, state, and local laws relative to conducting business in Clark County including, but not limited to, licensing, labor, and health laws, and including NRS 338.010 through 338.180, as amended, if applicable.
 - 2. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents unless a date is specified in a technical section.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.03 SCHEDULE OF REFERENCES

- A. The following are definitions of abbreviations that occur, or may occur, elsewhere in these general requirements and technical requirements. Inclusion here of a reference to an industry standards group is for the purpose of the definition of the abbreviation. Inclusion in the work of this construction contract industry's standards group is referenced elsewhere in these general requirements and/or technical requirements.

AA	Aluminum Association 818 Connecticut Avenue N. W. Washington, DC 20006
AABC	Associated Air Balance Council 1518 "K" Street N. W. Washington, DC 20005
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street N. W. Washington, DC 20001
ACI	American Concrete Institute Box 19150 Redford Station Detroit, MI 48219
ADC	Air Diffusion Council 230 North Michigan Avenue Chicago, IL 60601
AGC	Associated General Contractors of America 1957 "E" Street N. W. Washington, DC 20006
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AIA	American Institute of Architects 1735 New York Avenue N. W. Washington, DC 20006
AISC	American Institute of Steel Construction 400 North Michigan Avenue, Eighth Floor Chicago, IL 60611
AISI	American Iron and Steel Institute 1000 16th Street N. W. Washington, DC 20036
AITC	American Institute of Timber Construction 333 W. Hampden Avenue Englewood, CO 80110
AMA	Air Movement and Control Association 30 West University Drive Arlington Heights, IL 60004
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411
ARI	Air-Conditioning and Refrigeration Institute

	1501 Wilson Boulevard Arlington, VA 22209
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers 1791 Tullie Circle N. E. Atlanta, GA 30329
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASPA	American Sod Producers Association 4415 West Harrison Street Hillside, IL 60162
ASTM	American Society for Testing and Materials. 1916 Race Street Philadelphia, PA 19103
AWI	Architectural Woodwork Institute 2310 South Walter Reed Drive Arlington, VA 22206
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014
AWS	American Welding Society 550 LeJeune Road N. W. Miami, FL 33135
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
BIA	Brick Institute of America 11490 Commerce Park Drive Reston, VA 22091
CDA	Copper Development Association 57th Floor, Chrysler Building 405 Lexington New York, NY 10174
CLFMI	Chain Link Fence Manufacturers Institute 1101 Connecticut Avenue N. W. Washington, DC 20036
CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60195
DHI	Door and Hardware Institute 7711 Old Springhouse Road McLean, VA 22102
EJCDC	Engineers' Joint Contract Documents Committee

	American Consulting Engineers Council 1015 15th Street N. W. Washington, DC 20005
EJMA	Expansion Joint Manufacturers Association 25 North Broadway Tarrytown, NY 10591
FGMA	Flat Glass Marketing Association White Lakes Professional Building 3310 Harrison Topeka, KS 66611
FM	Factory Mutual System 1151 Boston-providence Turnpike P. O. Box 688 Norwood, MA 02062
FS	Federal Specification General Services Administration Specifications and Consumer Information, Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407
GA	Gypsum Association 1603 Orrington Avenue Evanston, IL 60201
ICBO	International Conference of Building Officials 5360 S. Workman Mill Road Whittier, CA 90601
IEEE	Institute of Electrical and Electronics Engineers 345 East 47th Street New York, NY 10017
IMIAC	International Masonry Industry All-Weather Council - International Masonry Institute 815 15th Street N. W. Washington, DC 20005
MBMA	Metal Building Manufacturer's Association 1230 Keith Building Cleveland, OH 44115
MFMA	Maple Flooring Manufacturers Association 60 Revere Drive Northbrook, IL 60062
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
ML/SFA	Metal Lath/Steel Framing Association 221 North LaSalle Street Chicago, IL 60601
NAAMM	National Association of Architectural Metal Manufacturers

	221 North LaSalle Street Chicago, IL 60601
NCMA	National Concrete Masonry Association P. O. Box 781 Herndon, VA 22070
NEBB	National Electrical Manufacturer's Association 2101 "L" Street N. W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269
NFPA	National Forest Products Association 1619 Massachusetts Avenue N. W. Washington, DC 20036
NSWMA	National Solid Wastes Management Association 1730 Rhode Island Ave. N. W. Washington, DC 20036
NTMA	National Terrazzo and Mosaic Association 3166 Des Plaines Avenue Des Plaines, IL 60018
NWMA	National Woodwork Manufacturers Association 205 W. Touhy Avenue Park Ridge, IL 60068
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077
PCI	Prestressed Concrete Institute 201 North Wells Street Chicago, IL 60606
PS	Product Standard US Department of Commerce Washington, DC 20203
RIS	Redwood Inspection Service One Lombard Street San Francisco, CA 94111
RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau 515 116th Avenue Bellevue, WA 98004
SDI	Steel Deck Institute P. O. Box 9506 Canton, OH 44711
SDI	Steel Door Institute 712 Lakewood Center North 14600 Detroit Avenue Cleveland, OH 44107

SIGMA	Sealed Insulating Glass Manufacturers Association 111 East Wacker Drive Chicago, IL 60601
SJI	Steel Joist Institute 1205 48th Avenue North, Suite A Myrtle Beach, SC 29577
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 8224 Old Court House Road Vienna, VA 22180
SSPC	Steel Structures Painting Council 4400 Fifth Avenue Pittsburgh, PA 15213
TCA	Tile Council of America, Inc. Box 326 Princeton, NJ 08540
UL	Underwriters' Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062
WCLIB	West Coast Lumber Inspection Bureau 6980 S. W. Varns Road, Box 23145 Portland, OR 97223
WWPA	Western Wood Products Association 1500 Yeon Building Portland, OR 97204

1.04 STATUTORY REQUIREMENTS FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS

- A. All terms and conditions are governed by Southern Nevada Regional Housing Authority **under this IFB Package.**
- B. Each Contractor or subcontractor shall comply with laws and all applicable standards, orders, or regulations issued pursuant thereto; including but not limited to the following:
1. The Copeland "Anti-Kickback" Act, as amended (18 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).
 2. Nondiscrimination, Title VI of the Civil Rights Act of 1964 (PL 88-352), as amended, (42 USC 2000d) and the requirements imposed by the regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that title.
 3. The Flood Disaster Protection Act of 1973 (PL 93-234), as amended.
 4. Architectural Barriers Act (PL 90-480), 42 USC 4151, as amended.
 5. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914.
 6. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, as amended) 15 CFR Part 916.
 7. The National Environmental Policy Act of 1979 (PL 90-1890); the National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470); and Executive Order No. 11593 of May 31, 1971.
 8. Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
 9. Certification of Nonsegregated Facilities as Required by the May 9, 1967, Order (32 FR 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor.

10. The Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.
11. The Power Plant and Industrial Fuel Use Act of 1978 (92 Stat. 3318. PL 95-620) relating to the conservation of petroleum and natural gas.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 42 10

PERMITS AND COMPLIANCE

PART 1 - GENERAL

1.01 PERMITS AND LICENSES

- A. The Contractor shall make the necessary arrangement for, and obtain all permits and licenses required for the Work, including paying the costs and expenses thereof.
- B. The Contractor shall be responsible for the payment of fees which are assessed by any City, County, State or Federal agency having jurisdiction over the Work, unless otherwise stipulated in the Contract Documents.

1.02 COMPLIANCE

- A. The Contractor shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work.

1.03 ADDITIONAL COMPLIANCE

- A. The Contractor, Subcontractors, and the employees of the Contractor and Subcontractors, shall comply with all regulations governing conduct, access to the premises, operation of equipment and systems, and conduct while in or near the premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of normal school functions.

1.04 SAFETY

- A. The Contractor shall take every precaution against injuries to SNRHA personnel, residents, and the general public, in the performance of the Work. Refer to General Conditions.
- B. The Contractor shall comply with all applicable OSHA regulations.
- C. The Contractor shall comply with the provisions of the SNRHA Safety Manual, available from SNRHA Safety Compliance Officer.

1.05 NOISE CONTROL

- A. The Contractor is hereby advised that the Work of this Contract shall be performed in compliance with all applicable provisions of Local Laws.
- B. Without restricting the generality of the foregoing, the Contractor's attention is directed to the following specific provision of this Code which is applicable to construction and related work in and around development. Comply to the noise exposure guidelines of the EPA.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 51 00

CONSTRUCTION FACILITY AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, telephone service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures, and fencing, protection of the work and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, project signage, and temporary buildings.

1.02 TEMPORARY ELECTRICITY

- A. Cost: By Contractor, provide and pay for power service required from utility source to field office.
- B. Provide power outlets for construction operations. Provide flexible power cords as required.
- C. Provide main service disconnect and over current protection at convenient location.
- D. Provide adequate distribution equipment, wiring, and outlets to provide single-phase branch circuits for power and lighting to accomplish the work.

1.03 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field office at time of project mobilization.

1.04 TEMPORARY WATER SERVICE

- A. Cost: by Contractor, provide, maintain and pay for water service required

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures.

1.06 BARRIERS

- A. Provide barricades required by governing authorities for public right-of-way.
- B. Provide protection for plant life designated to remain.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.
- D. If necessary, provide and maintain temporary chain link fence 6'-0" high minimum to prevent unauthorized entry to construction areas to allow for Owner's use or site, and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

1.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic from landscaped areas.
- D. Prevent erosion and sedimentation. Provide water barriers as required to protect site from soil erosion. Provide temporary measures such as berms, dikes, and drains to prevent water flow. Apply corrective measures as required for any erosion or sedimentation.
- E. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

1.03 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.04 FIELD OFFICES – N/A

1.05 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work or access/storage areas.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 60 00

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Products
- B. Transportation and handling
- C. Storage and protection
- D. Product options
- E. Substitutions

1.02 PRODUCTS

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture, for components being replaced.

1.03 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions with seals and labels intact and legible.
- B. Store sensitive Products in weather tight, climate controlled enclosures.
- C. For exterior storage of fabricated Products, place on sloped supports, above ground.
- D. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- E. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of Product.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

- H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.05 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.06 SUBSTITUTIONS

- A. SNRHA/Architect/Engineer will consider requests for Substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Bidder or Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
 - 3. The SNRHA/Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 71 33

PROTECTION OF ADJACENT CONSTRUCTION

PART 1 GENERAL

1.01 SUMMARY

- A. Protect existing utilities and improvements not designated for removal.
- B. Restore damaged or temporarily relocated utilities and improvements to condition equal to or better than condition prior to such damage or temporary relocation in accordance with Contract Documents.
- C. Verify exact locations and depths of utilities shown and make exploratory excavations of utilities that may interfere with Work.
 - 1. Perform exploratory excavations as soon as practicable after award of Contract and in sufficient time in advance of construction to avoid possible delays to Contractor's Work.
 - 2. When exploratory excavations show utility location as shown to be in error, notify Owner.
- D. Number of exploratory excavations shall be sufficient to determine alignment and grade of existing utilities.

1.02 REFERENCES

- A. Standard Specifications: *Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada*, most recent edition.
 - 1. Comply with referenced sections and subsections of Standard Specifications.
 - 2. Contractual, measurement, and payment provisions of Standard Specifications do not apply.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 CONSTRUCTION INTERFERENCES

- A. Contractor's responsibilities regarding existing utilities and construction interferences shall be in accordance with Subsection 105.06 of the Standard Specifications, with the following additional provisions.
- B. Construction interferences include:
 - 1. Utility or service connections within limits of excavation or over-excavation required for Work under Contract.
 - 2. Utility or service connections located in space required by Work under Contract.
 - 3. Utility or service connections required to be disturbed or removed to permit construction as specified under Contract.
 - a. Disturb or remove only with approval of Owner and following notification to owner of interfering utility or service connection.
 - b. Promptly reconstruct removed or disturbed utility or service connections in original or other authorized location in condition at least as good as prior to such removal or disturbance, subject to inspection of owner of same.

- C. Contractor's responsibility to remove or replace shall apply even in event damage or destruction occurs after backfilling. Notify owner of utility or service connection immediately after damage or destruction occurs or is discovered.
- D. During performance of Work, owner of utility affected by Work shall have right to enter when necessary upon any portion of Work for purpose of maintaining service and of making changes in or repairs to said utility.
- E. Contractor shall not be held responsible for failure to complete Work on time to extent that such delay was caused by failure of owner or of agency having jurisdiction over utility or service connection to authorize or otherwise provide for its removal, relocation, protection, support, repair, maintenance, or replacement.
- F. Exercise extreme care so as not to damage existing utilities and/or new and existing facilities that do not physically constitute construction interference.
 - 1. Use equipment of such weights throughout construction operations that existing buried utilities and/or new and existing facilities are not damaged by excessive loadings thereon.
 - 2. Be responsible for costs of repair and/or replacement of new or existing facilities damaged by operations, as determined by Owner.
- G. Prior to trenching, contact "CALL BEFORE YOU DIG" 1-800-227-2600 to determine location of existing utilities.
 - 1. Repairs to be made shall include appropriate warranties for that portion of utility deemed damaged.
 - 2. Costs for repair of damaged utilities: Responsibility of Contractor.
- H. Contractor acknowledges that utility companies may not be members of USA System and, therefore, not automatically contacted by referenced telephone number.
 - 1. Be aware of utility company facilities not reported by USA System, and bear damages stemming from repair or delay costs or other expenses resulting from unanticipated discovery of underground utilities.
 - 2. Notify the following utilities at least two working days in advance of commencement of Work at site to examine construction site and mark location of utilities' respective facilities. Verify that each utility has responsibly responded to notification.
 - a. NV ENERGY - Engineering Dept., phone 367-5232.
 - b. SOUTHWEST GAS CORPORATION - Line Locator Dispatcher, phone 365-2269.
 - c. EMBARQ - Cable Locator, phone 385-3651.
 - d. AT&T COMMUNICATIONS - Supervisor of Operations, phone 736-6676.
 - e. SOUTHERN NEVADA WATER SYSTEM - Location Supt., phone 565-9763.
 - f. CITY OF LAS VEGAS - Electrical Dept., phone 386-6333; Traffic Engineering Dept., phone 386-6327; Sanitation Division, phone 457-1233.
 - g. COX COMMUNICATIONS (CABLE TV) - phone 385-3339.
 - h. LAS VEGAS VALLEY WATER DISTRICT - Engineering Dept., phone 258-3118.
 - i. CITY OF HENDERSON – Water and Sewer Service, Customer Care Center phone (702) 267-5900.
 - j. KERN RIVER GAS TRANSMISSION COMPANY - phone 399-1612.
 - 3. If above telephone numbers are changed, Contractor is not relieved of responsibility for notifying various utilities.

3.02 OVERHEAD POWER LINE SAFETY LAW

- A. Overhead Power Line Safety Law: The Nevada Legislature enacted NRS 455.200 to 455.250 requiring utilities be notified and give consent before Work is performed near overhead power lines.

- B. Call NV Energy at 593-6111 prior to working with hand tools or operating equipment near overhead power lines.
- C. If necessary, additional conditions may be required by NV Energy before consent to do the Work is given; these could include:
 - 1. Reasonable limits on the time, place, and manner of the Work.
 - 2. Placing barriers to prevent contact with the lines.
 - 3. Temporarily disconnecting the power to the lines.
- D. Work to be done by NV Energy as a result of these conditions shall be started within 5 working days of:
 - 1. Receiving notice of Work planned near an overhead line, or
 - 2. Executing an agreement on payment for preventative work needed to meet these conditions.
- E. Penalties of up to \$1,000 per day could be imposed for violation of this law. Contact Scott Paris at 227-2671 with questions regarding this law.
- F. Contractor performing the Work in the vicinity of the overhead line carrying high voltage shall pay actual expenses incurred by the public utility in carrying out the preventative measures required.

3.03 PROTECTION OF STREET OR ROADWAY MARKERS

- A. Do not destroy, remove, or otherwise disturb existing survey markers or other existing street or roadway markers without proper authorization.
- B. Do not start pavement breaking or excavation until survey or other permanent marker points that will be disturbed by construction operations have been properly referenced for easy and accurate restoration.
- C. Survey markers or points disturbed by Contractor without proper authorization shall be accurately restored at Contractor's expense after street or roadway resurfacing has been completed.

3.04 RESTORATION OF PAVEMENT

- A. Replace paved areas, including asphaltic concrete berms cut or damaged during construction, with similar materials and of equal thickness to match existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in Contract Documents or in requirements of agency issuing permit.
- B. Temporary and permanent pavement shall conform to requirements of owner of affected pavement.
- C. Neatly saw cut in straight lines pavements which are subject to partial removal.
- D. Comply with Subsection 208.03.05 of the Standard Specifications.

END OF SECTION

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTIONS INCLUDES

- A. Cutting, fitting, and patching required to complete the Work or to make its parts fit together properly.

1.02 SUBMITTALS

- A. Submit written request in advance of cutting or alteration which affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate contractor.
- B. Include in request:
 - 1. Identification of Project.
 - 2. Location and description of affected Work.
 - 3. Necessity for cutting or alteration.
 - 4. Description of proposed Work and Products to be used.
 - 5. Alternatives to cutting and patching.
 - 6. Effect on work of Owner or separate contractor.
 - 7. Written permission of affected separate contractor.
 - 8. Date and time Work will be executed.

1.03 REQUIREMENTS AND LIMITATIONS

- A. Do not damage or endanger a portion of the Work or fully or partially completed construction of Owner or separate contractors by cutting, patching, excavation, or otherwise altering such construction.
- B. Do not cut or otherwise alter such construction by Owner or a separate contractor except with written consent of Owner and of such separate contractor.
 - 1. Such consent will not be unreasonably withheld.
 - 2. Do not unreasonably withhold from Owner or a separate contractor, Contractor's consent to cutting or otherwise altering the Work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Primary Products: Those required for original installation.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing Work, assess conditions affecting performance of Work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Provide protection from elements for areas that may be exposed by uncovering Work.
- B. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project.
- C. Maintain excavations free of water.

3.03 CUTTING

- A. Execute cutting and fitting including excavation and fill to complete the Work.
- B. Uncover Work to install improperly sequenced Work.
- C. Remove and replace defective or non-conforming Work.
- D. Remove samples of installed Work for testing when requested.
- E. Provide openings in the Work for penetration of mechanical and electrical Work.
- F. Employ original installer to perform cutting for weather exposed and moisture resistant elements and sight-exposed surfaces.
- G. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

3.04 PATCHING

- A. Execute patching to complement adjacent Work.
- B. Fit Products together to integrate with other Work.
- C. Execute Work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- D. Employ original installer to perform patching for weather exposed and moisture resistant elements and sight exposed surfaces.
- E. Restore Work with new Products in accordance with requirements of Contract Documents.
- F. Fit Work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

- G. At penetrations of walls, partitions, ceiling, or floor construction completely seal voids with fire-rated material to full thickness of penetrated element.
- H. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END OF SECTION

SECTION 01 77 00
CONTRACT CLOSE-OUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Close-out procedures.
- B. Final cleaning.
- C. Project record documents.
- D. Warranties – See Section 01 78 36 Warranties and Bonds.

1.02 RELATED SECTIONS

- A. Section 01 78 36 – Warranties and Bonds.
- B. Section 01 32 33 – Construction Photographs.

1.03 CLOSE-OUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, work has been inspected and that work is complete in accordance with Contract Documents and ready for Owner's review.
- B. Provide submittals to SNRHA that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean site: sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.04 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the work:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract.
 - 5. Permits and Licensing

- B. Store record documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
 - 2. Field changes of dimension and detail.
 - 3. Details not on original Contract drawings.
 - 4. Accurately record actual locations of capped utilities, subsurface obstructions, etc.
- E. Construction photographs.
- F. Submit documents to SNRHA with claim for final Application for Payment.
- G. Final payment application (10% retention) can not be released until the punch-list has been completed and all close-out documents have been received and approved by the Housing Authority.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

FINAL PAYMENT DOCUMENTATION

(Per CIAP 7485.1 Section 9-30)

Project #	Purchase Order #
CFP/SNRHA RESERVE #	Contract #C
Project Name	Pre-Construction Meeting
Contractor	Construction Completion Date
NTP Date	IFB #
Contract Amount	

C H E C K L I S T

ITEM #	FORM REFERENCE	ITEM DESCRIPTION	DATE REC'D.
1	Contractors Letterhead	Any time extensions applied for (See Change Orders)	
2	Daily Construction rpt.	Sign-off of Final Punch List (incl. As-Built Dwgs./Reviewed by City)	
		Set of As-Built Drawings and Specs	
		Set of City-Reviewed Drawings and Specs	
3	LiabRel.con	Release of Liability	
4	CertComp.pre ^A	Certificate of Completion	
5	Cert&Rel.con	Certification and Release	
6	Contractor's Letterhead	Approved Construction Progress Schedule	
7	CChgOrd.frm	Any Executed Change Orders	
8	Contractor's Letterhead	Any warranties or guarantees of items called for	
9	Contractor's Transmittal	Any signed receipts for material turned over to SNRHA	
10	Building Department	Certificate of Occupancy (when appropriate)	
11	HUD51001/HUD51002	"Final" Periodical Estimate for Partial Payment	
12	Mechanic.Wav	Subcontractor/Supplier Final Waiver of Mechanics Lien	
13	SIIS.frm	"Final Certificate" OF Insurance on GC or Subs	
14	Bond.frm	Request for Final Clearance for Claims & Outstanding Balance of Bond	
15	HUD-60002	Section 3 Summary Report	
16	Section 3	Certification of Compliance by Section 3 Coordinator	SNRHA
17	ARRA	Jobs created or retained	N/A
18	Quality Assurance	Contractor Evaluation	SNRHA
19	Certified Payroll form	Hours, Manpower and Schedule	
20	SNRHA	Letter to HUD about Final	SNRHA

^A Any contract exceeding \$50,000 needs prior HUD approval before processing final payment (see section 9-31 for items needed in submission). Contracts of \$2,000 and subject to Davis Bacon need to submit the "Certificate of Completion" to the Labor Relations staff at HUD

END OF SECTION

SECTION 01 78 36

WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 RELATED SECTIONS

- A. Invitation to Bid: Instruction to Bidders: Bid Bonds.
- B. General Conditions: Performance Bond and labor and material payment bonds, warranty, and corrections of work.
- C. Section 01 77 00 – Contract Close-Out.
- D. Individual Specification Sections: Warranties, and Operations and Maintenance data, required for specific products or work.

1.02 FORM OF SUBMITTALS

- A. Bind in commercial quality 8 ½" x 11 inch, three 'D' size ring binders with durable covers.
- B. Cover: Identify each binder with typed or printed titles WARRANTIES AND BONDS, with title of project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
- E. Separate Operations and Maintenance data for each product or work item with index tab sheets keyed to the Table of Contents listing.

1.03 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten (10) days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.
- B. Verify that documents are in proper form and contain full information.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until specified for submittal.

1.04 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with owner's permission, submit documents within ten (10) days after acceptance.

- B. Make other submittals with ten (10) days after date of Substantial Completion, prior to final Application for Payment.

For items of work for which acceptance is delayed beyond date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION



ATTACHMENT C

HAZARDOUS MATERIALS ABATEMENT SPECIFICATIONS

May 8, 2012

Ms. Amparo Gamazo
Dev/Mod Director
Southern Nevada Regional Housing Authority
340 North 11th Street, Suite 100
Las Vegas, Nevada 89101

**RE: GENERAL ASBESTOS, MOLD, AND LEAD WORK PRACTICES SPECIFICATIONS
LANDSMAN GARDENS APARTMENT COMPLEX
HENDERSON, NEVADA 89015
ATC PROJECT NO. 085.40370.0002**

Dear Ms. Gamazo:

The Southern Nevada Regional Housing Authority (SNRHA, client) requested that ATC Associates Inc. (ATC) prepare a general asbestos, mold, and lead abatement work practices for the Landsman Garden Apartment Complex. ATC relied on a Limited Asbestos and Lead Based Paint Survey Report performed by others.

PROJECT INFORMATION

The parent site consists of an apartment complex with 100 units consisting of two to five bedrooms. The site is 353 Santa Paula and for purposes of this assessment is representative of remaining units at the complex. The subject buildings are single-story structures with wood-framed and concrete masonry unit (CMU) walls. Interior walls are wood-framed and consist of gypsum wallboard with a textured, painted finish atop a concrete slab-on-grade. Ceilings are gypsum wallboard, finished with texture or a spray-applied surfacing (popcorn texture) material. The floors are finished with vinyl floor tile and/or carpet. Exterior walls are finished with stucco and wood trim. The Clark County Assessors database indicates that these Buildings were constructed in 1971.

CONFIRMED ASBESTOS CONTAINING MATERIAL

The following is a synopsis of the building materials that were identified as Asbestos Containing Material (ACM) in Terracon Consultants, Inc, *Limited Asbestos and Lead Based Paint Survey Report*, dated August 26, 2011.

Residential Units:

12" x 12" vinyl floor tile (beige), located throughout the units. This material is classified as a non-friable Category I ACM and must be removed prior to renovation activities that will disturb it.

Vinyl floor tile mastic (black), located throughout the units. This material is classified as a non-friable Category I ACM and must be removed prior to renovation activities that will disturb it.

Wall texture (white) and associated overspray, located on the sheetrock wall systems throughout the units. This material is classified as friable RACM and must be removed prior to renovation activities that will disturb it.

Joint compound (white), located on the sheetrock wall systems throughout the units. This material is classified as non-friable Category II and must be removed prior to renovation activities that will disturb it.

Spray-applied acoustic ceiling surfacing (white) and associated overspray, located on the ceilings throughout the units. This material is classified as friable RACM and must be removed prior to renovation activities that will disturb it.

Managers Office:

Carpet mastic (black), located throughout the manager's office. This material is classified as a non-friable Category II ACM and must be removed prior to renovation activities that will disturb it.

Vinyl floor tile mastic (black), located throughout the manager's office. This material is classified as a non-friable Category I ACM and must be removed prior to renovation activities that will disturb it.

Spray-applied acoustic ceiling surfacing (white) and associated overspray, located on the ceiling of the Maintenance Shop Area. This material is classified as friable RACM and must be removed prior to renovation activities that will disturb it.

Community Center:

Vinyl floor tile mastic (black), located throughout the community center. This material is classified as a non-friable Category I ACM and must be removed prior to renovation activities that will disturb it.

Joint Compound (white), located throughout the community center. This material is classified as a non-friable Category II ACM and must be removed prior to renovation activities that will disturb it.

Carpet mastic (black), located throughout the community center. This material is classified as a non-friable Category II ACM and must be removed prior to renovation activities that will disturb it.

Wall texture (white) and associated overspray, located on the sheetrock wall systems throughout the community center. This material is classified as friable RACM and must be removed prior to renovation activities that will disturb it.

Spray-applied acoustic ceiling surfacing (white) and associated overspray, located on the ceilings throughout the community center. This material is classified as friable RACM and must be removed prior to renovation activities that will disturb it.

Learning Center:

12" x 12" vinyl floor tile (beige), located throughout the learning center. This material is classified as a non-friable Category I ACM and must be removed prior to renovation activities that will disturb it.

Carpet mastic (black), located throughout the learning center. This material is classified as a non-friable Category II ACM and must be removed prior to renovation activities that will disturb it.

ASBESTOS ABATEMENT RECOMMENDATIONS

Preparation procedures for the removal of spray-applied acoustical ceilings, wall texture, resilient floor tile, resilient sheet flooring, and flooring mastic. All visible ACM flooring mastic shall be removed.:

1. Removal of the above or other friable Asbestos-Containing materials, unless specified otherwise, shall be executed in a Work Area.
2. Contractor shall isolate the Work Area for the duration of the Project, completely sealing all openings including, but not limited to, HVAC ducts, diffusers and grilles, skylights, doorways, and windows, with six (6) mil polyethylene taped securely to a clean surface. Spray adhesive, used on finished surfaces, should be avoided where possible. Particular attention shall be paid to the sealing of cracks in the field area of the floor deck, openings along the perimeter of the floor, openings at floor/wall intersection adjacent to stairwell, elevator and utility shafts and any other openings in the floor in general that would provide an avenue for water migration to occupied areas below. Construct barriers that enclose or separate Work Areas with wood or metal framing members and sheathed with 3/8" min. plywood, or as required by Owner. Barriers shall form a seal at vertical walls and at the floor deck above and below. Particular attention shall be paid to providing the appropriate seal at the floor deck above without causing unnecessary disturbance to the Asbestos-Containing fireproofing, acoustical materials or other ACM.
3. HVAC systems shall be shut down. Contractor shall design his Work Area preparation and engineering controls as specified and/or as required preventing damage to and contamination of the affected HVAC system.
4. Contractor shall remove all movable Objects from the Work Area that are vulnerable to damage or contamination, or that will impede or prevent the completion of the Work. All movable Objects removed from the Work Area shall be clean before being moved to the designated storage area.
5. Clean and cover Fixed and Movable Objects that can remain in the Work Area with six (6) mil polyethylene sheeting taped securely in place. Special precautions shall be taken to protect Fixed Objects vulnerable to damage or contamination.
6. All Fixed and Movable Objects requiring cleaning shall be washed with amended water or cleaned with a HEPA filtered vacuum.
7. All objects removed shall be adequately marked and charted on a plan to ensure proper reinstallation upon completion of the decontamination of the Work Area. The objects shall be stored in a location designated by the Owner, and in a manner that will prevent contamination or damage to the objects. Damaged and missing objects will be replaced by the Contractor at his own expense and to the satisfaction of the Owner.
8. Seal and protect all light fixtures, computer systems, communication systems, lighted exit signs and other electrical items, etc., that will remain within the Work Area, with six (6) mil polyethylene, taped securely. The polyethylene cover shall be kept away from heat-generating electrical devices where fire or damage to the device is possible. Light fixtures and all other electrical items shall be thoroughly cleaned before covering. Make waterproof all electrical conduit connections and other electrical devices that will be exposed to moisture.
9. After Work Area abatement but prior to clearance testing, the Contractor shall remove heating, ventilation and air conditioning system filters, and pack them in protective six (6) mil polyethylene sheeting for burial in the approved Waste Disposal Facility.
10. After Work Area abatement but prior to clearance testing the air handling and duct system shall be cleaned. The Contractor shall possess the necessary skills or shall retain the services of a professional company that is experienced in the decontamination of air handling and duct systems.

11. Clean the proposed Work Areas before plasticizing floors and walls, using HEPA vacuum equipment or wet-cleaning methods, as appropriate. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
12. Work Area (Containment): Contractor shall cover entire floor with protective coverings as needed. Cover wall and column surfaces with protective coverings as needed. Floor coverings shall extend a minimum of 12" up vertical surfaces and behind wall covers. All seams shall be staggered and securely taped.
 - a. Floor coverings shall extend a minimum of 12" up vertical surfaces and behind wall coverings. All seams shall be staggered, adhesive sprayed and securely taped.
 - b. Install 2' x 2' plexiglass observation window(s) at strategic location(s) in the "Containment" barrier to allow observation of work from outside the Work Area. Do not install observation windows at locations accessible to building occupants or the public.
13. Seal all wall, plumbing, duct and other cavities to prevent Asbestos materials from falling into such cavities during the Work.
14. The Contractor shall check regularly (at beginning, middle and end of each shift as a minimum) all polyethylene isolation and containment (protective) barriers for punctures, loose seals, and contact with heat-generating devices, etc. Problem areas shall be repaired or mended immediately.
15. Maintain existing emergency exits from the building. Maintain a minimum of two (2) exits from Work Areas where possible. The first exit shall be the Worker the Decontamination Enclosure System. The second exit may be the Equipment Decontamination Enclosure System or a ripcord type, emergency only exit in the plastic containment at a door, window or other appropriate location. Exits, where possible, shall be on opposite ends of the Work Area. All exits shall be labeled in bright letters or signage. The second exit shall be labeled "Emergency Exit Only." Establish alternative exits satisfactory to fire officials where existing building or Work Area emergency exits are unavoidably blocked by activities of this project.
16. Provide and maintain appropriate fire extinguisher inside and outside the Work Area. [One 30-pound type "ABC" fire extinguisher is required for each 2,000 sq. ft. of floor area.]
17. Install and maintain temporary emergency exit lighting with battery backup power in all Work Areas. Work Areas with natural lighting, and no night work to be performed, are exempt from this requirement.
18. Shutdown of electric power during the wet removal or encapsulation phase of the Project is mandatory unless directed otherwise. Provide temporary power and lighting when necessary, and ensure safe installation of temporary power sources and equipment per applicable electrical code requirements including appropriate Ground Fault protection. Temporary light fixtures will be explosion proof. Provide and maintain auxiliary diesel generator equipment where existing facility power is insufficient. Locate generator or vent generator exhaust in a manner that will prevent carbon monoxide hazards to workers and the public. When power shutdown is required, the Contractor shall check for conditions where shutdown will pose a danger to the building or to the building's components. Contractor shall take all precautions necessary, including inspections and testing, to insure the safety of his employees and other building occupants from electrical hazards during the course of the Project. Existing fire, smoke detection and other life safety systems shall be kept in operation at all times, or, the Contractor shall install and maintain a temporary system or alternate acceptable to the Owner and fire officials.

19. The Contractor shall install and maintain Negative Air Pressure Equipment during the abatement and decontamination phases of the Project until the Clearance Test has passed. In unoccupied facilities a sufficient amount of air shall be exhausted by the unit(s) to create a pressure of -0.02 inches of water within the Work Area with respect to the area outside the Work Area. The negative pressure for occupied facilities shall be -0.02 inches of water. If only one unit is necessary to provide the specified negative air pressure in a Work Area, the Contractor shall have a backup unit in place should the first unit fail, and for filter changes. [Install and maintain emergency self-starting diesel generator back-up power for negative pressure equipment in the event of power loss in the facility. Locate generator or vent generator exhaust in a manner that will prevent carbon monoxide hazards to workers and the public. When more than one negative air pressure unit is required, emergency power back-up is required for only 50% of the units.] NOTE: As an alternative to the above Negative Air Pressure System, the Contractor may employ "the Differential Pressure Containment System" as developed by Brand. The Brand System basically increases the integrity of the decontamination chamber by using solid airlock doors with HEPA filtration and rubber seals. This improvement of the chamber reduces the number of negative air machines.
20. Install and maintain a manometer from the time abatement begins until the Clearance Test has passed in Work Areas where adjacent areas are occupied by unprotected workers, other building users or the public and when dry removal methods are required to be employed due to restrictive project conditions. Report readings to the Observation Service at the start and end of each work shift.
21. Notify the Observation Service twenty-four (24) hours in advance of when preparatory steps will be completed. Asbestos Abatement Work shall not commence until: all preparation requirements have been completed; all tools, equipment, and materials are on hand; all required submittals, notices and permits have been approved, and until the Observation Service authorizes in writing that Work may commence.

QUALITY CONTROL

1. Safety Compliance: In addition to detailed requirements of this Specification, comply with laws, ordinances, rules, and regulations of federal, state, regional, and local authorities and publications regarding handling, storing, transporting, and disposing of Asbestos Waste materials. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the Work. Where the requirements of this Specification and referenced documents vary, the most stringent requirement shall apply.
2. Contractor shall have at least one copy each of 29 CFR Part 1910 - Occupational Safety and Health Standards, 29 CFR 1926.1101, 40 CFR Part 61, Subparts A & M, and all pertinent state and local regulations at his office and at the job site.
3. Before the commencement of any work at the site, the Contractor shall post bilingual (as appropriate) EPA and OSHA caution signs in and around the Work Area to comply with EPA and OSHA regulations.
4. If required by the owner, area Monitoring shall be performed by the Observation Service, which will conduct air sampling of the Abatement Project (1) outside the building, (2) immediately outside the Work Area, (3) in the Work Area, and (4) for Work Area Clearance Testing after decontamination operations.

5. Personal Monitoring and other monitoring, which are required by law, or considered necessary by the Contractor for Worker protection shall be the responsibility of the Contractor.
6. Job Walk: The Contractor must attend the Job Walk to qualify to bid on any or all portions of this Contract.

SUBMITTALS AND NOTIFICATIONS

Following award of contract and prior to abatement Project, the Contractor shall submit for the Owner's Representative approval, the following items:

1. Personnel Training: Contractor shall submit (1) declaration certifying that all Contractors' employees to be used on the Project have been adequately trained, and (2) a photocopy of training certificates for each employee from their respective training agency or organization. When certified or other formal worker training is required by state or local agencies, Contractor may submit a photocopy of the employee's Asbestos Worker Certification card in lieu of training certificates.
2. Respirators: Submit manufacturer's certification that the respirators to be used in this Project comply with government agency requirements. Contractors must provide current fit-test certifications for each employee.
3. Medical Examinations: Submit proof that all abatement workers working in regulated areas have had current (less than one year prior to the date of their participation on the Project) medical examinations that allow (clearance medical exams) workers to wear respiratory protection. Furnish physician's interpretation of said examinations prior to that person's commencing work on this Project, and for each person subsequently providing labor and/or professional services at the job site for which a certificate was not initially furnished. NOTE: In lieu of the above certificate, current medicals will be acceptable providing that a statement in the medical exam declares that the worker can wear a negative pressure respirator while performing their work. Contractor shall resubmit physician's interpretation of medical examination for each worker or professional employed by him whose physician or regulatory required annual or employment termination examination becomes due while said worker or professional is participating in the Project.
4. Abatement Product Data: Within ten (10) days after Contractor has received the Owner's Notice of Award, submit manufacturer's catalogue, samples, Material Data Safety Sheets, (MSDS) and other items needed to demonstrate fully the quality of the proposed abatement materials. Under no circumstances shall proposed materials be used before written approval from the Owner, Owner's Representative or Observation Service. Submittals are required if the following materials are proposed (not necessarily a complete list.)
 - a. Encapsulant
 - b. Surfactant
 - c. Protective packaging
 - d. Lagging adhesive
 - e. Glovebags
 - f. Solvents
5. Permits: Submit proof satisfactory to the Owner, Owner's Representative or Observation Service that all required permits have been obtained. If no permits are required, submit notarized letter stating such.

6. Waste Transportation: Submit the method of transport of Hazardous Waste, including the name, address, EPA ID number, and telephone number of the Transporter(s).
7. Hazardous Waste Disposal Facility: Submit for the name, address, EPA ID number, and telephone number of the Hazardous Waste Disposal Facility(s) to be used.
8. Contractor's Work Plan: Submit for approval a detailed plan of the work procedures to be used in the removal, repair, clean-up or encapsulation of materials containing Asbestos at the Clark County-Department of Air Quality, 4701 West Russell Road, Suite 700, Las Vegas, NV. Such a plan shall include:
 - a. Location of Asbestos Work Areas;
 - b. Description of engineering controls and work practices for the removal of the each material type listed in Tables I and II;
 - c. A list of applicable asbestos regulations to be followed;
 - d. Layout, location and construction details of Decontamination Facilities;
 - e. Waste segregation, waste handling, labeling and storage descriptions. The RACM (friable hazardous asbestos waste) must be segregated from Category I and II (non-hazardous asbestos waste).
 - f. A Project schedule;
 - g. Personal air monitoring procedures and analysis;
 - h. Detailed description of the method to be employed in order to control airborne asbestos fiber release and migration, including negative air equipment calculations.
 - i. On-site DOP testing of HEPA devices;
 - j. Description of make and model of manometer to be used to measure the negative pressure differential during Class I removal;
 - k. Names of Superintendent, Foremen, Project Manager and other key personnel, and their day time and emergency telephone numbers.
 - l. Security Plan including sketches necessary to clearly describe the plan.
 - m. Emergency evacuation plan for injured workers, compressor failure, fire and other emergencies.
 - n. Firewatch Plan including any sketches necessary to clearly describe the plan.
 - o. A contingency plan, in the event of a major contamination incident caused by fire (on or off the floor being abated), a large breach in the Work area containment barrier, the opening of stairwell doors, breakage of the buildings exterior windows or sabotage. Such a plan will focus on how to maintain safety and order when the building is fully occupied by office employees and other building users.
9. Equipment Certification: Submit manufacturers' certification that vacuums, negative air pressure equipment filters, and other local exhaust ventilation equipment conform to ANSI Z9.2-1979. HEPA filter vacuums and negative air units are to be DOP tested. Only those HEPA devices passing DOP testing are to be used on the Project.
10. Rental Equipment: When rental equipment is to be used in removal areas or to transport waste materials, a copy of the written notification provided to the rental company informing them of the nature of use of the rented equipment shall be signed by the rental company and submitted to the Owner.
11. Notifications: Submit to the appropriate government agencies in written forms sent by certified/registered mail or overnight mail service, postmarked or delivered at least ten (10) days prior to Project commencement for materials to be removed with quantities of 100 square feet 100 linear feet or greater.

1. Division of Industrial Relations Occupational Safety and Health Administration.
2. Department of Air Quality.

All notifications shall contain as a minimum the following information:

- a. Name, address and telephone number of the Owner including the contact person.
- b. Name, address, EPA numbers, license number and telephone number of the Contractor including the contact person.
- c. Name, address and description of the building, including size, age, and prior use of building.
- d. The type and quantity of Asbestos material involved and the description of the Work.
- e. Scheduled starting and completion dates for Abatement Work.
- f. Procedures that shall be employed to comply with the regulations.
- g. The name, address, EPA number and telephone number of the Transporter.
- h. The name and address of the Hazardous Waste Disposal Facility where the Asbestos Waste shall be deposited.

Copies of all government agency correspondence and proof of delivery shall be delivered to the Observation Service/Owner's Representative. NOTE: No work shall commence until verification of required notifications is made by the Observation Service/Owner's Representative.

12. Certificate of Worker's Release: The Contractor shall have any person such as trades people, providing labor and professional services at the Project site sign a Certificate of Worker's Release, on the form provided in the Supplementary General Conditions section of these Construction Documents, before commencing work on this Project. Contractor shall furnish the notarized original of such Certificate of Worker's Release for each such person at the Preconstruction Meeting or before that person's commencement of Work, and for each person subsequently providing labor or professional services at the job site for whom a Certificate was not initially furnished. This requirement can be waived or modified only by the Owner, in writing or verbally, followed in writing.
13. Provide proof of Contractor's License and Asbestos Certification from the Contractor Licensing Board, and proof of registration with the Division of Industrial Relations Occupational Safety and Health Administration in accordance with Nevada Administrative Code. Submit proof with Bid.
14. Encapsulant manufacturer's certification (when required) that the Contractor is an approved applicator of the encapsulants to be used on this project.
15. Scaffolding: Submit to the Owner's Representative or Observation Service prior to abatement work, certification from a licensed Civil or Structural Engineer that any scaffolding design and installation is safe and adequate for the purpose for which it will be used. Submit copy of scaffolding permit when required by local regulatory agencies.

DECONTAMINATION ENCLOSURE SYSTEMS

Decontamination Enclosure Systems (Worker and Equipment) general requirements:

1. Build suitable wood, metal or PVC framing as described herein and as approved by the Observation Service at the shop drawing submittal stage. [The framed walls susceptible to damage or which also form a security barrier between Work Areas and public areas shall be

sheathed with 3/8" min. plywood. Paint public facing side of plywood (color to be selected by Owner).] Portable prefab units, if utilized, must be submitted for review and approval by the Observation Service before start of construction. Submittal shall include, but not be limited to, a floor plan layout complying with the schematic layouts bound herein, showing dimensions, materials, sizes, thickness, plumbing, and electrical outlets, etc.

Decontamination Enclosure System for asbestos abatement work in Work Areas:

1. Construct a Workers' Decontamination Enclosure System contiguous to the Work Area consisting of three totally enclosed chambers to conform to standard drawings bound herein as follows:
 - a. An Equipment Room with an Air Lock to the Work Area and a Curtained Doorway to the Shower Room.
 - b. A Shower Room with two Curtained Doorways, one to the Equipment Room and one to the Clean Room. Plastic on Shower Room and adjoining Equipment and Clean Rooms shall be opaque. The Shower Room shall contain at least one shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Trap shower waste using filters having a maximum pore size of 1.0 micron, and drain into a sanitary sewer. Replace filters when they become clogged. Ensure a supply of liquid soap and disposable towels at all times in the Shower Room.
 - c. A Clean Room with one Curtained Doorway into the shower and one entrance or exit to non-contaminated areas of the building. The Clean Room shall have sufficient space for storage of the Workers' street clothes, towels, and other non-contaminated items. Joint use of this space for other functions, such as offices, storage of equipment, materials, or tools, shall be prohibited.
2. Construct an Equipment Decontamination Enclosure System consisting of two totally enclosed chambers as follows:
 - a. A Washroom with an Air Lock to a designated staging area of the Work Area and a Curtained Doorway to the Holding Room.
 - b. A Holding Room with a Curtained Doorway to the Washroom and a doorway to an uncontaminated area.

Decontamination Enclosure System for asbestos-abatement work in Work Areas:

1. Construct a Decontamination Enclosure System consisting of two totally enclosed chambers, as follows:
 - a. An Equipment Room, consisting of a Curtained Doorway to the Isolated Work Area and a Curtained Doorway to the Shower Room.
 - b. A Shower Room, consisting of a Curtained Doorway to the Equipment Room and a Curtained Doorway to an uncontaminated area. Plastic on Shower Room and adjoining Equipment and Clean Rooms shall be opaque. The Shower Room shall contain at least one shower with hot and cold or warm water. Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. Trap shower waste using filters having a maximum pore size of 1.0 micron, and drain into a sanitary sewer. Replace filters when they become clogged. Ensure a supply of liquid soap and disposable towels at all times in the Shower Room.

2. Construction of an Equipment Decontamination Enclosure System is optional.
 - a. A Washroom with an Air Lock to a designated staging area of the Work Area and a Curtained Doorway to the Holding Room.
 - b. A Holding Room with a Curtained Doorway to the Washroom and a doorway to an uncontaminated area.

Decontamination Enclosure System for encapsulation of spray-applied or trowel-applied materials:

1. Construct a Decontamination Enclosure System (Worker and Equipment) in accordance with previous information.

Decontamination Enclosure System for non-friable Asbestos-Containing materials:

1. None required. However, workers shall wash exposed portion of the body with soap and water each time they leave the Work Area.

ASBESTOS REMOVAL

1. Before removal, Asbestos materials shall be sprayed with Amended Water. The Asbestos materials shall be sufficiently saturated without causing excessive dripping and to prevent emission of airborne fibers, at any time, in excess of Maximum Acceptable Level. Spray materials repeatedly during the work process to maintain a wet condition. If the materials are not easily saturated, then the Work Area shall be constantly misted to keep fiber emission minimal.
2. Asbestos material shall be removed in manageable sections by a multi-person team, some of whom are wetting and the remainder removing and cleaning. Any material which falls to the floor shall be wetted and picked up immediately. Material shall not be allowed to dry out. Material drop shall not exceed 15 feet. For heights up to 50 feet, provide inclined chutes or scaffolding to intercept drop. For heights exceeding 50 feet, provide enclosed dust-proof chutes. Before a second area can be started, removed material shall be packed into approved and labeled packaging while it is still wet. The outside of all containers shall be clean before leaving the Work Area. Move containers to the Washroom (Shower Room when Equipment Decontamination System is not required), wet-clean each container thoroughly, and move to Holding Area pending removal to uncontaminated areas.
3. Asbestos material applied to concrete, steel decks, beams, columns, pipes, tanks, and other nonporous surfaces shall be wet-cleaned to a degree that no traces of debris or residue are visible.
4. Asbestos material applied to plaster shall be removed reasonably, down to the brown coat.
5. Asbestos material debris, drippings, splatters, and overspray on surfaces within accessible ceiling cavities and other accessible areas shall be removed in the same manner and cleaned to the degree as specified above.
6. The Work Area shall be kept orderly, clean and clear of work materials, polyethylene sheeting, tape, cleaning material, and clothing, and all other disposable material or items used in the Work Area shall be packed into properly labeled protective packaging and removed from the Work Area.
7. Protective packages and drums containing Asbestos materials shall be properly labeled, cleaned and stored in the isolated Holding Area until that time when the materials are to be loaded and

hauled to the Hazardous Waste Disposal Facility for burial. The packages and drums shall be stored in piles no higher than four (4) feet, and in a manner that will not result in damage to the packages or drums. Transport bags in covered drums or carts from the Holding Area to the transport.

8. Equipment removal procedures: Clean surfaces of contaminated equipment thoroughly by wet-sponging or wiping before moving such items into the Washroom (Shower Room when Equipment Decontamination System is not required) for final cleaning and removal to uncontaminated areas. Ensure that personnel do not leave Work Area through the Equipment Decontamination Enclosure.
9. Do not bag water used during abatement activities. Properly filter and drain water into building sanitary drain unless prohibited by local regulations. Filter shall have a maximum pore size of 1.0 micron.

Non-friable materials:

1. Floor Tile and Mastic: Remove floor tile and mastic with wet methods and in a manner that will not create friable debris. Mechanical equipment or tools used with water are permissible providing that friable debris will not be generated. Mechanical equipment or tools used without the use of water will be allowed only if they are the dustless type and if the equipment has a self-contained bagging system and HEPA filtration. Remove tile and mastic until no residue is visible other than that which is embedded in the pores, cracks, or other voids below the surface of the floor substrate. Package floor tile and mastic in labeled double six (6) mil lined containers or bags, or in accordance with the disposal facilities requirements. Mastic removed by bead blasting equipment shall be disposed of in labeled double six (6) mil polyethylene bags.

DECONTAMINATION OF WORK AREA

Decontaminated procedures for Work Areas, excluding Asbestos-Containing Material encapsulation work:

1. Remove all visible accumulations of Asbestos material and debris. Wet-clean all surfaces within the Work Area to remove Asbestos residue.
2. After cleaning, the Contractor shall perform a complete visual inspection of the Work Area to ensure that the Work Area is free of any visible debris or residue.
3. Upon completion of his visual inspection, the Contractor shall notify the Observation Service in advance that the Work Area is ready for Initial Review.
4. Upon proper notification, the Observation Service will review the Work Area for general conformance with the Specifications. Any nonconformance of the Work shall be remedied by the Contractor until the Work Area is in compliance, and at the Contractor's expense.
5. Upon successful compliance with the Initial Review by the Observation Service and after written notification, the Contractor shall encapsulate surfaces where Asbestos materials have been removed. Unless specified otherwise encapsulate those portions of the items where the Asbestos-Containing material was missing prior to the start of this Contract. All surfaces within ceiling and other accessible cavities where spray-applied or trowel-applied materials have been removed shall also be encapsulated. Apply encapsulant in sufficient amounts to render the affected surface tacky to the touch. The encapsulant shall be compatible with the existing substrate and replacement materials and shall be rated to safely withstand the temperature of the items to which

it will be applied. Encapsulates to be applied to structural members prior to reapplication of spray-applied or trowel-applied fireproofing must be a component of the fireproofing system when it was tested and rated by the Underwriters Laboratory (UL), American Society for Testing Materials (ASTM), Factory Mutual (FM) or other building code approved testing agencies.

6. Upon completion of the Encapsulation Work, the Contractor shall notify the Observation Service in advance that the encapsulated surfaces are ready for Encapsulation Review.
7. Upon proper notification, the Observation Service will review the encapsulated surfaces for general conformance with the Specifications. Any nonconformance of the Work shall be remedied by the Contractor until the Work is in compliance and at the Contractor's expense.
8. Upon successful compliance with the Encapsulation Review by the Observation Service and after written notification, the Contractor shall remove the outer layer of plastic on the walls, floors, and ceilings (where applicable). The inner plastic layer and isolation barriers on vents, grilles, diffusers, etc., shall remain in place.
9. Wet-clean the Work Area, wait twenty-four (24) hours to allow for the settlement of dust, and again wet-clean, or clean with HEPA vacuum equipment, all surfaces within the Work Area. After completing of the second cleaning operation the Contractor shall perform a complete visual inspection of the Work Area to ensure that the Work Area is free of contamination.
10. Labeled sealed drums and bags, and all equipment used in the Work Area, shall be included in the cleanup and shall be removed from the Work Area via the Equipment Decontamination Enclosure System, at the appropriate time in the cleaning sequence.
11. Upon completion of the second cleaning operation, the Contractor shall notify the Observation Service twenty-four (24) hours in advance that the Work Area is ready for Pretesting Review and Clearance Testing. Refer to appropriate Article on Air Monitoring in this Section for Clearance Testing standards. Contamination found during the Pre-testing Review shall be remedied by the Contractor, at his expense, prior to clearance testing.
12. Upon written notification from the Observation Service that the Work Area has passed the standard for Clearance Testing, the Contractor shall apply, when included in the Contract, the Asbestos-free replacement materials and re-establish objects and systems as specified in these specifications. The inner plastic layer and isolation barriers may be removed by the Contractor at any time after written notification.
13. Upon completion of the application of replacement materials, or if no replacement materials are required, after the removal of the inner plastic layer, isolation barriers and the re-establishment of objects and systems the Contractor shall notify the Observation Service and/or Owner's Representative twenty-four (24) hours in advance that the Work Area is ready for Pre-final Review.
14. Upon notification, the Observation Service and Owner's Representative will review the Work Area. Improper application of replacement materials, unapproved damage to the facility or its contents, or improper re-establishment of objects and systems discovered during the Pre-final Review shall be itemized on a Punch List for correction by the Contractor at his expense. If no deficiencies are discovered the Contract or this portion of the Contract shall be approved in writing by the Observation Service and Owner's Representative as complete. If deficiencies are noted, continue with the subsequent procedures. NOTE: If deficiencies noted do not prevent the Owner from occupancy or proceeding with reconstruction work, the Contract, or this portion of the Contract, shall be specified in writing by the Observation Service and the Owner's Representative Substantially Complete.

15. Upon correction of Punch List deficiencies the Contractor shall notify the Observation Service and Owner's Representative in advance that the Work Area is ready for Final Review.
16. Upon notification the Observation Service and Owner's Representative will review the corrected Punch List deficiencies. If all deficiencies have been corrected, the Contract, or this portion of the Contract, shall be approved in writing by the Observation Service and Owner's Representative as complete. If deficiencies have not been properly corrected the Contractor shall repeat, at his expense, procedures 15 and 16 until all deficiencies have been corrected and approved. NOTE: If deficiencies noted do not prevent the Owner from occupancy or proceeding with reconstruction work, the Contract or this portion of the Contract shall be specified in writing by the Observation Service and the Owner's Representative Substantially Complete.

ASBESTOS DISPOSAL

1. Asbestos-Containing Waste Materials shall be packed into approved sealed and labeled protective packaging.
2. Containers removed from the Holding Area must be removed by Workers who have entered from uncontaminated areas dressed in clean coveralls. Workers must not enter from uncontaminated areas into the Washroom or the Work Area; contaminated Workers must not exit the Work Area through the Equipment Decontamination Enclosure System.
3. Contractor shall deliver Asbestos-Containing Waste Materials to the predestinated Hazardous Waste Disposal Facility in accordance with the guidelines of the EPA.
4. A copy of the Uniform Hazardous Waste Manifest, or other document required by State or Local agencies, shall be submitted to the Observation Service for review and signature prior to transporting Asbestos-Containing Waste Materials to the disposal facility.
5. At the conclusion of Work, the Contractor shall provide evidence (such as a "Bill of Lading" or "Hazardous Waste Manifest") that the Asbestos-Containing Waste Material was disposed of at the approved EPA Hazardous Waste Disposal Facility. The evidence shall be submitted with the final request for payment, The Contractor shall indicate on the "Bill of Lading" or "Hazardous Waste Manifest" the weight, in tons, of the Asbestos-Containing Waste Material generated from the Project. This weight amount must be confirmed by a party independent from the Contractor.
6. The Contractor shall be responsible for the safe handling and transportation of all Hazardous Waste, generated by the Project of this Contract, to the designated Hazardous Waste Disposal Facility. The Contractor shall bear all costs for all claims, damages, losses, and clean up expenses against the Owner or the Observation Service, including but not limited to attorney's fees rising out of, or resulting from, Asbestos spills on the site or spills en route to the Hazardous Waste Disposal Facility.
7. Non-friable Debris Disposal: Roofing, Transite, resilient floor tiles, mastic and other Non-friable Asbestos-Containing Materials shall be disposed of as hazardous waste.

AIR MONITORING AND TESTING

Personal Air Monitoring:

1. Initial and periodic eight (8) hour TWA and thirty (30) minute excursion limit air monitoring of Worker exposures to airborne concentrations of Asbestos fibers shall be in accordance with OSHA (CFR 1926.1101) requirements.
2. Once OSHA sampling requirements are satisfied the Contractor shall conduct, as a requirement of this Contract, not less than one (1) personal air sample, twice per calendar week, to determine 8-hour time-weighted average (TWA) exposures and thirty (30) minute Excursion Limit exposures of workers operating in each Work Area. Samples shall be collected within the Workers' breathing zones. Samples shall be taken for each ten (10) workers from the time preparation work is started until the Work Area has passed Clearance Testing. NOTE: Contract required personal sampling is not necessary while the Contractor is conducting OSHA required sampling or when Type C Respirators are in use.
3. The Contractor shall report Personal Monitoring results to the Observation Service within 48 hours from the end of the work shift. Worker exposures to airborne Asbestos concentrations shall not exceed the Permissible Exposure Limit (PEL) of 8-hour time-weighted average (TWA) of 0.1 fibers (longer than 5 micrometers) per cubic centimeter of air, or the 1f/cc 30 minute period Excursion Limit.

Clearance Testing:

1. Before an area of a structure or building where a project for the abatement of asbestos was performed is allowed to be reoccupied, the contractor shall obtain final clearance from a monitor. The monitor may not be an employee of the contractor or the owner of the building or structure, unless a variance is granted by the EPA.
2. After all the materials containing asbestos have been removed and the work area has been washed and vacuumed using a vacuum with high efficiency particulate air filtration, the work area must be:
 - a. Inspected by the monitor for visible residue;
 - b. Recleaned where necessary; and
 - c. Allowed to dry completely.
3. Before issuing a final clearance, the monitor shall conduct final clearance tests by collecting where feasible:
 - a. Air samples using aggressive sampling techniques; and
 - b. Five air monitoring samples from each containment area. The minimum air sample volume must be 1,200 liters sampled at a maximum flow rate of 10 liters per minute.
4. The average concentration of airborne asbestos fiber in all final clearance tests must be equal to or below 0.01 fibers per cubic centimeter of air. The samples must be analyzed using the method set forth in Appendices A and B of 29 C.F.R. § 1926.1101, Appendix A of Subpart E of 40 C.F.R. Part 763 or Method No. 7400, entitled "Asbestos and Other Fibers by PCM." These results are required on all samples taken before the containment barrier and exhaust air filtration system are removed. If those results are not obtained, the area must be rewashed and allowed to dry and samples must be taken again. Contractor is responsible for cost of additional consultant fees and testing cost incurred for re-testing if clearance fails.
5. The monitor shall determine whether the requirements set forth in this section for final clearance tests are feasible for the work area. If the monitor determines that they are not and uses an alternate method for monitoring the air, he or she shall describe the rationale for using that method in the final clearance documents.

6. After the monitor has made the determination that the requirements of this section have been satisfied and the area is safe from any asbestos hazard, he or she shall direct the contractor to apply a lock down agent to all surfaces where material containing asbestos was removed, unless a variance is granted by the Division. After the agent is applied, the monitor shall prepare the final clearance documentation and the remaining equipment and containment barrier may be removed.
7. The monitor shall deliver the final clearance documentation to the owner of the building or structure, and deliver a copy of all reports and documents, including the final clearance, to the contractor and, if requested by the Enforcement Section, to the Enforcement Section.
8. The monitor may determine the accuracy of a phase contrast microscopy final clearance sample that is more than 0.01 fibers per cubic centimeter of air by reanalyzing the sample by transmission electron microscopy by using Method No. 7402, entitled "Asbestos by TEM-7402" adopted by reference in [NAC 618.906](#).
9. The monitor shall ensure that the area of a structure or building where a project for the abatement of asbestos was performed is safe to be reoccupied.

MICROBIAL ABATEMENT RECOMMENDATIONS

Based on the visual observations and sampling results, ATC recommends remediation by a qualified remediation firm in the affected unit(s).

1. Once the containment structure(s) has been extended and negative pressure has been established, invasive investigations shall be conducted in all bordering units.
 - a. The areas on both sides of the suspect walls should be placed under containment with negative air pressure established using a HEPA air filtration device (AFD). The containment should be established using flame-resistant polyethylene sheeting (minimum 6 mil), and an airlock with zipper or flap should be provided so that negative pressure can be maintained within the work area.
 - b. All water stained and/or microbial-affected wallboard and insulation identified should be removed under containment.
 - c. The exhaust from the AFD should be routed to the outdoors where/when feasible.
2. Remove all existing gypsum wallboard with visible water and/or microbial damage and continue the removal at least two feet beyond any visible microbial.
 - a. Non-impacted and non-porous material including finished trim, cabinetry, and furnishings can be salvaged if cleaned with HEPA vacuuming and wet-wiping.
 - b. Non-impacted and porous materials including furniture and clothing can be cleaned, where feasible. Efforts should be made to remove and clean these items prior to work activities.
3. All identified water and/or microbial-damaged building materials should be removed and bagged. The bag should be damp-wiped and then placed in a second bag for removal from the building if it will be transported through an occupied or otherwise unaffected area.
4. The source(s) of the water intrusion or leak should be investigated and repaired, if not already verified. In this case exterior penetrations should be sealed including coaxial cables.
5. Any exposed framing members should be thoroughly cleaned by light sanding or a wire brush.

6. When all removals are complete, the remediation work area should be thoroughly cleaned using a combination of HEPA vacuuming and wet-wiping. The area should be free of all visible dust, dirt or debris and all areas should be dry.
7. The HEPA air filtration device should be allowed to run for a minimum of 24 hours after the final cleaning of the work area prior to the post-remediation assessment.
8. Post-remediation assessment of the work area should be conducted after all damaged materials have been removed but before the restoration has commenced or the containment structure has been taken down.
9. The post-remediation assessment should include a thorough visual evaluation and air sampling to ensure that the remediation has been successful in removing all the damaged materials and sources of microbial spores.
10. Following receipt of successful efficacy testing results the affected areas should be sprayed with an approved biocide.
11. Furthermore, as a matter of good practice, ATC recommends that all HVAC filters in the affected units be removed, discarded, and replaced with the highest efficiency filter that is approved for use with the equipment prior to restoring the HVAC to use in these units.

Fungal Spore Screening: Fungal air sampling shall be performed as a screening tool to measure the total (non-viable) spore concentrations. The results of the air sample analysis should meet the following criteria:

1. Contractor to notify consultant 24 hours in advance of post-remediation assessment and visual testing.
2. Work area samples shall have a total spore concentration that is equal to or lower than the average of the outdoor air sample(s).
3. The concentration of each individual fungal genus (e.g., *Cladosporium*, *Alternaria*) should be equal to or lower than the average of the outdoor air sample(s).
4. The fungal taxa identified in the work area sample(s) shall be similar to or lower than the average of the outdoor air sample(s).
5. Contractor to be financially responsible due to retests for failed visual and fungal spore screening.

LEAD-BASED PAINT (LBP) ABATEMENT RECOMMENDATIONS

The United States Department of Housing and Urban Development (HUD) define lead-based paint (LBP) as paints containing greater than 1.0 mg/cm², as well as, paints containing greater than or equal to 0.5% lead by weight or 5,000 milligrams per kilogram (mg/kg) or parts per million (ppm) total lead. Paint containing less than these amounts is generally termed "lead-containing paint" (LCP).

Lead is a hazardous substance. Its condition, handling and disposal are regulated by Federal, State, and local agencies. Lead-containing materials, LBP and LCP generally do not pose a health risk unless the material is disturbed or sufficiently deteriorated to produce dust, which may become airborne and inhaled or ingested.

OSHA regulations do not provide a definition for "lead-based paint," but rather provide a Permissible Exposure Limit (PEL) for worker exposure to airborne lead particles of 50 micrograms per cubic meter of air (50 µg/m³ for an 8-hour time-weighted average). The OSHA Lead Construction Standard also lists an Action Level of 30 µg/m³ for an 8-hour time-weighted average. All employees (workers) and supervisors who are engaged in lead related construction and shown to be exposed to lead at or above the

Permissible Exposure Limit, shall be trained by state-accredited training providers and certified by the EPA.

If lead-based material, LBP will be impacted (activities such as such as demolition, sanding, sand /shot blasting, chipping or any other method of surface preparation which may cause potential airborne lead concentrations to exceed the OSHA action level) during the building renovation, ATC recommends removal and replacement of those building materials denoted to be disturbed during the upcoming renovation and/or demolition activities, as well as, other surfaces of similar substrate, color, and condition. Contractor must use lead safe work practices when disturbing any of the materials listed above.

Work activities impacting the lead-based materials pose a potential exposure risk for workers. Workers trained in proper safety and respiratory techniques should perform work activities that may impact the LBP. All construction work where an employee may be occupationally exposed to lead must comply with OSHA requirements. This regulation requires initial employee exposure monitoring to evaluate worker exposure during work that disturbs lead-containing materials (lead present in detectable levels). Any disturbance to LBP surfaces or materials, such as demolition, sanding, sand /shot blasting, chipping or any other method of surface preparation which may cause potential airborne lead concentrations above current regulatory levels are prohibited by state law.

The sinks in the community center, learning center, and managers office contain lead in the glaze. If the sink containing LBP are not disturbed, than it is acceptable to leave them in place. If they are to be removed, and can be removed so that they remain intact, ATC recommends the proper disposal of the materials. However, if the materials are to be removed, and cannot be removed while intact, ATC recommends that a properly trained person in lead abatement be hired to removed the materials and that they follow proper removal and disposal procedures.

LIMITATIONS

This report has been prepared to assist SNRHA in evaluating a general asbestos abatement specification plan for the Landsman Garden Apartment Complex. ATC relied on a Limited Asbestos and Lead Based Paint Survey Report performed by others. As such, additional asbestos may exist in concealed locations (attics, crawl spaces, wall cavities, etc.) that were not assessed as a part of the development of these specifications.

For purposes of this document, this abatement specification is representative of the remaining units at the facility. However, remaining units may have different conditions and should be inspected separately. For purposes of this document this unit is representative of remaining units at the complex, however each unit may have different conditions and should be inspected. ATC provided these services consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions. This statement is in lieu of other statements either expressed or implied.

This report is intended for the sole use of SNRHA. The intent of the report is to aid the building owner, architect, construction manager, general contractors, and potential demolition and abatement contractors in locating fungi growth (microbial), if any. This report is not intended to serve as a bidding document nor as a project specification document; actual site conditions should be field-verified. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document, the findings, conclusions, or recommendations is at the risk of said user.

Although a reasonable attempt has been made to locate suspect fungi (microbial) in the areas identified, the inspection techniques used are inherently limited in the sense that only full demolition procedures will reveal all building materials of a structure and, therefore, all areas of potential fungal growth. Other unidentified microbiological impact may be located within walls, ceiling cavities, below flooring or grade, and other non-accessible areas. Caution should be used during any remediation activities.

Additionally, other possible building material hazards such as asbestos and lead-based paint were not included as part of this evaluation and may require sampling for identification prior to disturbance.

Additionally, the passage of time may result in a change in the environmental characteristics at this site. This report does not warrant against future operations or conditions that could affect the recommendations made. The results, findings, conclusions, and recommendations expressed in this report are based only on conditions that were observed during ATC's inspection of the site.

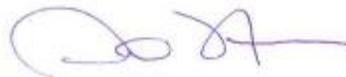
Thank you for this opportunity to be of service to SNRHA. If you have any questions, please feel free to contact us at (702) 798-5750.

Sincerely,

ATC Associates Inc.



Edward S. Byers
Building Sciences Coordinator
Nevada Asbestos License No. IM-1164



Andrew D. Stuart, CEM, LEED AP
Operations Manager
Nevada Asbestos License No. IM-0994



for
Robyn Steiner, MSPH CIH
Senior Technical Reviewer