

INVITATION FOR BID

BIDDING REQUIREMENTS

**REMOVAL OF HAZARDOUS MATERIALS IN
DWELLING UNITS AT MONTGOMERY PLAZA,
MEMPHIS, TN**

SOLICITATION NO. CI 24 B 00680

MARCH 2024

Memphis Housing Authority



Dexter D. Washington
Chief Executive Officer

*An Equal Opportunity Employer
An Equal Housing Provider*

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TABLE OF CONTENTS

Legal Notice
Invitation to Bid
Instructions to Bidders for Contracts Form (HUD-5369)
Amendment to Instructions to Bidders
Bid Form
Bid Bond
Representations, Certifications, and Other Statements of Bidders Form (HUD-5369-A)
Instructions to Previous Participation Certificate (HUD-2530)
Previous Participation Certificate (HUD-2530)
Qualifications Questionnaire
Non-Collusion Affidavit
Debarment and Suspension Certification
Equal Opportunity Certification
Drug-Free Workplace Certification
MHA Section 3 Program Guidelines
Section 3 Business Action Plan Outline
MBE/WBE Bid Data Form
Monthly Section 3 Tracking Report
Form of Contract
Performance and Payment Bond
General Conditions of the Contract for Construction
Amendments to General Conditions
Special Conditions
Weather Delays
Weather Delay Report
Memphis Housing Authority Holiday Schedule
Wage Determination and Wage Rates
Periodic Estimate for Partial Payment (HUD 51001)
Schedule of Amounts for Contract Payments (HUD 51000)
Schedule of Change Orders (HUD 51002)
Schedule of Materials Stored (HUD 51003)
<u>Project Closeout Documents</u>
Certificate and Release
Waiver and Release of Lien
Warranty Statement

Division 1 Specifications

Section 01010 Summary

Section 01020 Allowances

Section 01027 Application for Payment

Section 01121 Construction Schedule

Section 01300 Administration Requirements

Section 01400 Quality Requirements

Section 01500 Temporary Facilities and Controls

Section 01600 Product Requirements

Section 01700 Execution Requirements

Section 01780 Closeout

Project Scope of Work Document

MHA Hazardous Material Design Specification (FOR REFERENCE ONLY)

LEGAL NOTICE

**The Memphis Housing Authority
Invitation for Bid [IFB] for the
Removal of Hazardous Materials in MHA Dwelling Units
At
Montgomery Plaza
Memphis, TN
Solicitation # CI 24 B 00680**

The Memphis Housing Authority (MHA) is soliciting Firm Fixed Price bids from highly qualified contractors to provide construction services for the Removal of Hazardous Materials in MHA Dwelling Units at Montgomery Plaza, Memphis, TN.

Bid documents for this solicitation will be available electronically per request by contacting Moshe Cole, Project Manager at the Memphis Housing Authority at 700 Adams Avenue, Room 107, Memphis, TN, phone: 901-584-8934, email: mcole@memphisha.org beginning at **2 p.m. CST, Tuesday, March 12, 2024**.

One Pre-Bid Conference will be held **Thursday, March 21, 2024, at 10:00 a.m. CST** at the Memphis Housing Authority, 700 Adams Avenue, Boardroom, Room 216. Site visits to Montgomery Plaza shall be scheduled with Moshe Cole. Although, neither the Pre-Bid Conference nor the site visit is a bidding requirement, all offerors are strongly encouraged to attend.

The Memphis Housing Authority solicits and encourages the participation of minorities and small businesses in procurement. For additional information regarding this solicitation, please call Moshe Cole, Project Manager at (901) 584-8934.

Bids must be submitted to the MHA Capital Improvements Department, 700 Adams Avenue, Room 107, Memphis, TN 38105-5029, ATTN: Moshe Cole, by no later than **2:00 p.m.** Central Standard Time on **Thursday, April 18, 2024**.

CONTRACTING OFFICER

David Walker
Contracting Officer

MEMPHIS HOUSING AUTHORITY

Dexter D. Washington
Chief Executive Officer

INVITATION TO BID

The Memphis Housing Authority, Memphis, Tennessee will receive bids for the Removal of Hazardous Materials in MHA Dwelling Units at Montgomery Plaza, Memphis, Tennessee.

Bids will be received until **2:00 p.m. Central Standard Time on Thursday, April 18, 2024**, at the offices of the Memphis Housing Authority, 700 Adams Avenue, Memphis, Tennessee at which time and place all bids will be publicly opened and read aloud.

Bidding documents, and proposed forms of contract documents, including plans and specifications, will be available electronically per request beginning **Tuesday, March 12, 2024 at 2:00 p.m.** by contacting Moshe Cole, Project Manager at the Memphis Housing Authority at 700 Adams Avenue, Room 107, Memphis, TN, phone: 901-584-8934, email: mcole@memphisha.org.

The sites will be available for examination by appointment until **Thursday, April 11, 2024**. Please contact the assigned Project Manager, Moshe Cole at (901) 544-1148 (office); (901) 584-8934 (cell); or via e-mail; mcole@memphisha.org to schedule a site visit.

One Pre-bid Conference will be held on **Thursday, March 21, 2024, at 10:00 a.m.** at the offices of the Memphis Housing Authority in Room 216. Attendance at the Pre-Bid Conference is not a bidding requirement but is strongly recommended.

Questions regarding this Invitation to Bid should be directed in writing, by **4:00 P.M. Central Standard time on Thursday, April 11, 2024**, to Moshe Cole, Project Manager, Memphis Housing Authority, 700 Adams Avenue, Memphis, Tennessee 38105. Inquiries may be emailed to mcole@memphisha.org. Oral explanations or instructions will not be binding. Responses to inquiries will be made in the form of written addenda to the Invitation to Bid.

A bid guarantee in the form of a certified check or bank draft, payable to the Memphis Housing Authority, or a satisfactory bid bond executed by the bidder and acceptable sureties shall be submitted with each bid. The bid guarantee shall be in an amount equal to but not less than five percent (5%) of the total bid amount. Bid Bonds must be obtained from a company which appears on the latest edition of The Federal List of Approved Surety.

Attention is called to the provisions for equal employment opportunity. Payment of not less than the minimum salaries and wages as set forth in the contract documents must be paid on this project.

The successful bidder will be required to furnish and pay for a satisfactory performance and payment bond in the full amount of the contract. Such bonds shall be obtained from a company which appears on the latest edition of the Federal List of Approved Surety Companies, Department of Treasury Circular #570. Bonds obtained from Surety Companies which do not appear on the list will be considered unsatisfactory.

The Memphis Housing Authority reserves the right to reject any or all bids or to waive any informalities in bidding.

No bid shall be withdrawn for a period of ninety (90) days subsequent to opening of bids without the consent of the Memphis Housing Authority.

The successful Contractor shall complete all work required under this contract within Thirty Calendar Days (30) from the Notice to Proceed.



MEMPHIS HOUSING AUTHORITY



Paul Young, Mayor
Doug McGowan, COO



700 Adams Avenue
Memphis, Tennessee 38105
(901) 544-1102

DEXTER D. WASHINGTON
CHIEF EXECUTIVE OFFICER

MHA BOARD OF COMMISSIONERS

Justin Bailey
Michael A. Boyd
Dorothy L. Cleaves
Shawna Engel
Tanja Mitchell
Mary W. Sharp
Sheila Terrell

www.MemphisHA.org



DATE: March 12, 2024
TO: Interested Bidders
FROM: MHA-Capital Improvements
RE: **REMOVAL OF HAZARDOUS MATERIALS IN DWELLING
UNITS AT MONTGOMERY PLAZA**
SOLICITATION NO. CI 24 B 00680

The Memphis Housing Authority is requesting unit prices for the abatement of dwelling units at Montgomery Plaza. The scope of work for the said work can be found below in the Scope of Work section.

Scope of Work

The Contractor shall provide all the necessary materials, permits, insurance, materials, supplies, labor, equipment, and supervision for a turnkey project. The selected contractor performing the scope of work listed below shall be licensed as required by the State of Tennessee. Scheduled work hours shall be from 8am – 5pm, Monday through Friday. All bidders shall visit the site to gain familiarity and field verify all dimensions.

The work shall consist of the following:

1. Contractor shall remove existing building materials as part of selective demolition including but not limited to:
 - a. Contractor shall remove kitchen cabinets (top and bottom) and all countertops.
 - b. Contractor shall remove kitchen sink, vent hood for range should be removed and turned in to owner.
 - c. Contractor shall remove existing wall mirrors/medicine cabinet in bathrooms.
 - d. Contractor shall remove existing towel bars, soap dishes and all other wall mounted.
 - e. Contractor shall remove existing hollow core doors.
 - f. Existing light fixtures, smoke detectors, thermostats, HVAC system should remain in place during abatement.
 - g. Complete removal of second floor gypcrete to the floor joists.
2. Complete removal of spray applied ceiling material as identified in designated unit.
3. Complete removal of damaged floor tiles and mastic as identified in designated units.
4. Complete removal of damaged drywall and joint compound as identified in designated units.
5. Contractor shall be responsible for the means and methods required to perform the work within the time limits established.
6. Contractor shall be responsible for complying with all applicable federal, state, and local regulations pertaining to the work practices, hauling disposal, protection of the workers, visitors to the site and any residents/occupants of the building.
7. Contractor shall provide executed manifests, waste shipment records and landfill receipt records for all hazardous materials disposed of from said work.

“Striving for Excellence and Nothing Less”

8. Contractor shall be responsible for obtaining all permits and for filing all required notifications with the Shelby County Health Department.
9. Contractor shall perform demolition/removal of all existing materials in a manner to not disturb or damage any adjacent units, exhaust fan covers or piping, existing walls, or flooring. If such damage should occur, the Contractor will restore in like kind and quality at no additional cost to the owner.
10. The Contractor shall remove all equipment, unused materials, debris, and demolished materials at the end of each workday.
11. The Contractor shall be responsible for securing all personnel, construction materials and equipment throughout the duration of the project.
12. Upon the completion of selective demolition, an MHA representative will inspect each unit to ensure that the work was performed according to the contract documents. After inspection, the MHA representative will issue a certificate of completion for the work.
13. The Contractor shall submit one pay application after receipt of the certificate of completion from the MHA representative.

Project Execution

1. No later than the first day following the Notice to Proceed, the Contractor shall submit a work schedule and product submittals on specified goods and materials for MHA approval. Allow MHA at least one day to review and provide a response.
2. Goods and services applied prior to MHA approval will be performed at the Contractor's risk. The cost to remove and apply the specified item(s) or approved substitute(s) shall not result in an additional cost to MHA.
3. The Contractor is required to submit a notification of service interruption, seventy-two (72) hours prior to disabling any utility service that will affect the residents.
4. The Contractor shall make reasonable efforts to protect the work and property from any damage and to secure materials, tools and equipment. Loss or theft of materials, tools and equipment shall not result in any additional cost to MHA.

Wage Rates

Wage rates paid to employees shall be based on and not less than the latest U.S. Department of Housing Urban Development Maintenance Wage Rate Determination for Non-Routine Maintenance, reference Exhibit A.

Insurance

The Contractor shall provide and maintain adequate worker's compensation and comprehensive general liability insurance coverage for the complete period of the contract. The minimum Comprehensive General Liability coverage for this project is One Million Dollars and Zero Cents [\$1,000,000.00]

Allowances

The bid form includes an allowance which will be used for unforeseen conditions not specified in the contract documents. Any work the contractor considers a change to the contract shall be approved by MHA prior to providing goods and services. Unused allowance remains the property of MHA and shall be deducted from the contract value via a deductive change order prior to project-close out.

Payment

Upon approval of work, the Contractor shall submit one payment application for this work.

Pre-Bid Conference

A Pre-Bid Conference will be held on Thursday, March 21, 2024, at 10:00 am Central Standard Time (CST) at the offices of the Memphis Housing Authority in Room 216, MHA Board Room on the second floor. Attendance at the Pre-Bid Conference is not a bidding requirement but is strongly recommended.

Questions

Any prospective bidder desiring an explanation or interpretation of the solicitation, scope of work, etc. must request it in writing to Moshe Cole, Project Manager, Capital Improvements, via email to mcole@memphisha.org no later than 4:00 p.m. CST Thursday, April 11, 2024.

Quotes

A firm fixed price must be provided. The bidder is asked to provide a quote relating to the requirements outlined in this document. Quotes can be emailed to Moshe Cole at mcole@memphisha.org or delivered via mail or hand delivered. Hand deliveries and mail should be addressed to:

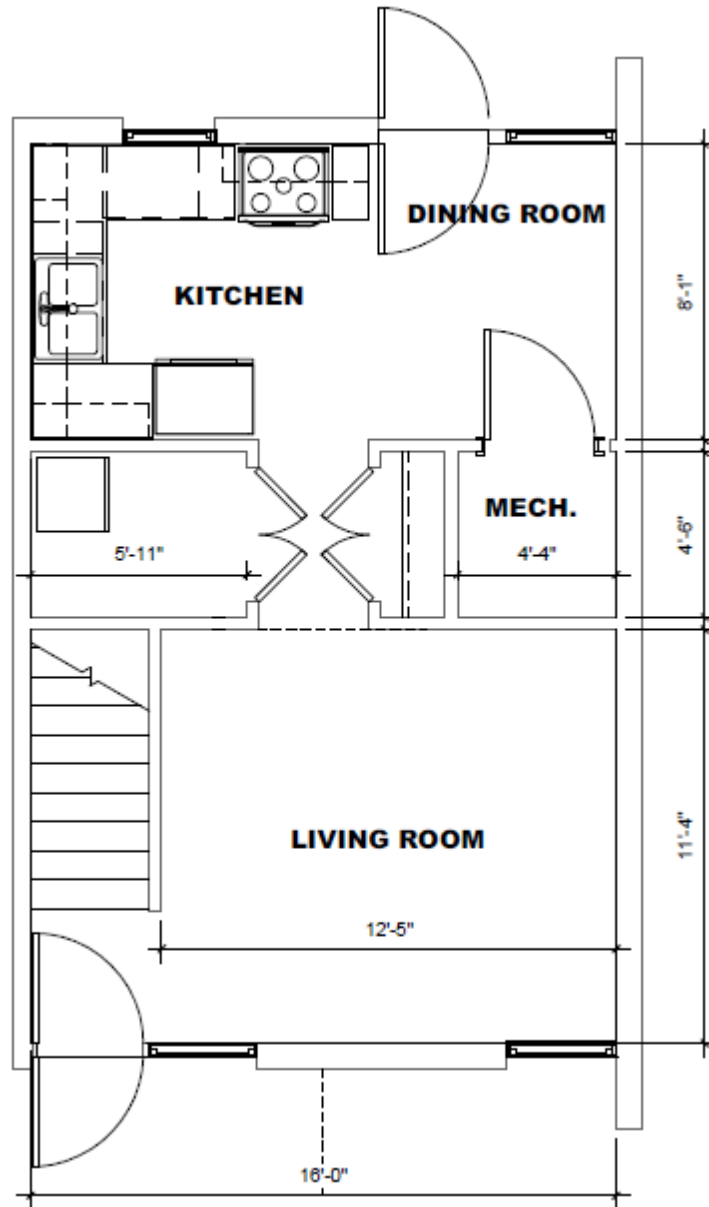
Moshe Cole, Project Manager
Capital Improvements Department
Memphis Housing Authority
700 Adams Avenue, Room 107
Memphis, TN 38105

All bids shall be submitted on the Bid Form no later than 2:00 p.m. CST, Thursday, April 18, 2024. All work is to be completed within thirty (30) business days from the date of the Notice to Proceed.

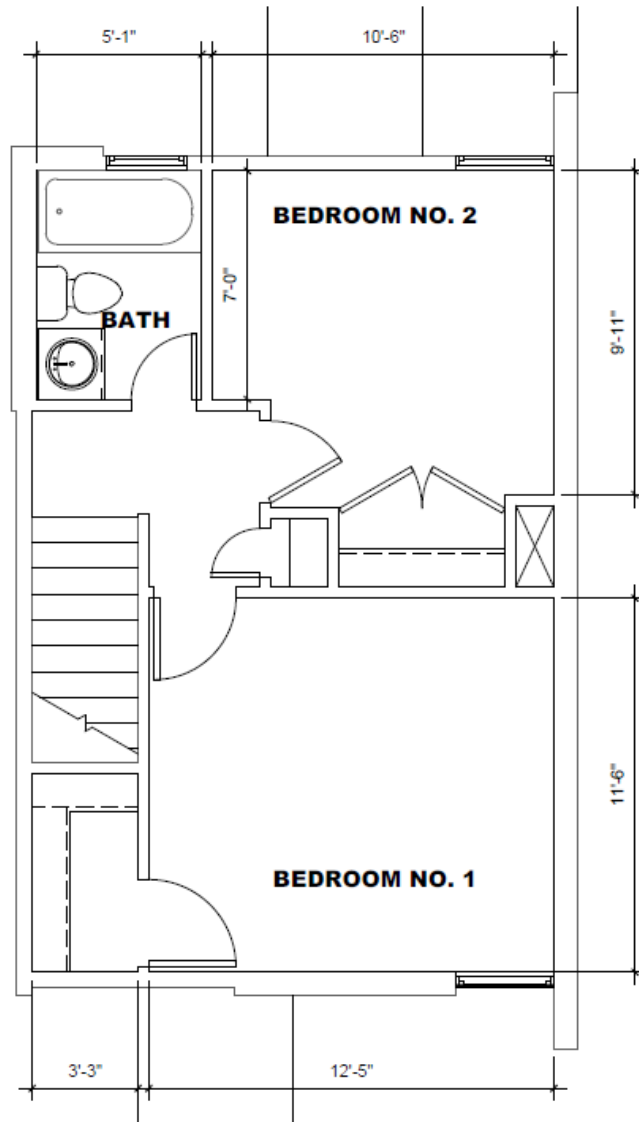
Addenda Items

All changes to the work scope will be posted on the MHA website: memphisha.org and sent to all potential bidders. Search under the RFP/RFQ link.

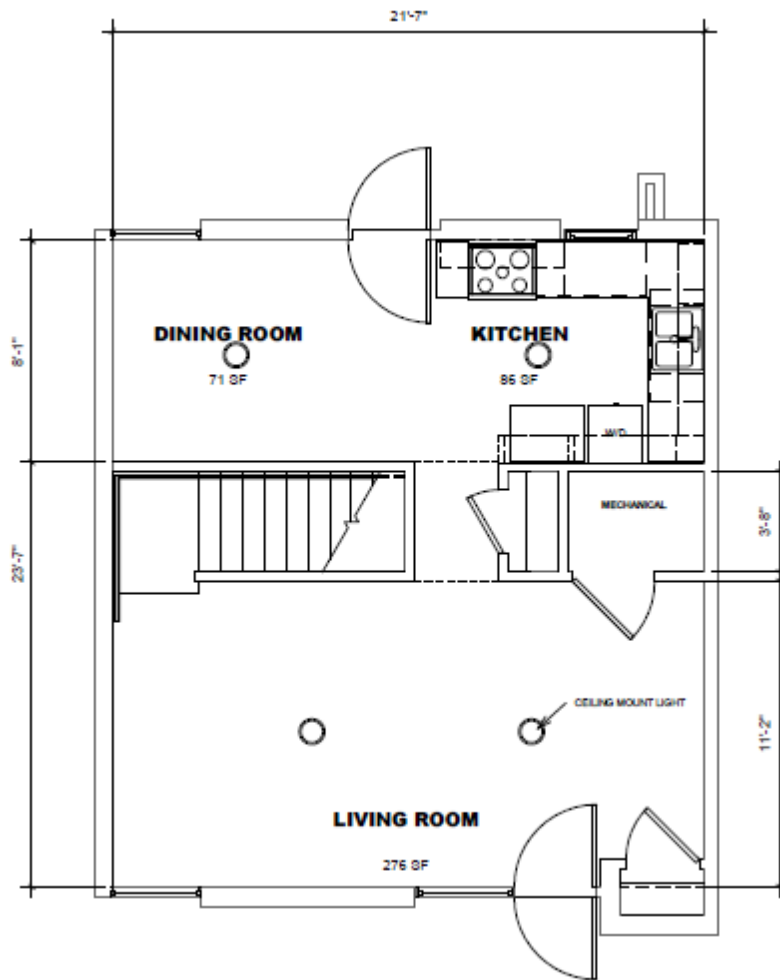
Exhibit A



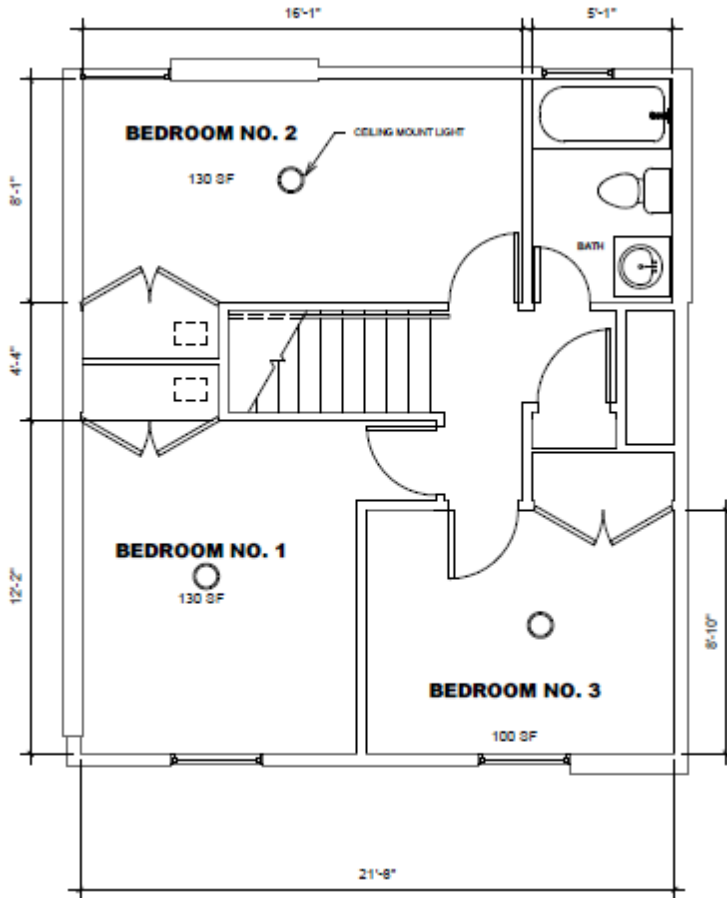
Typical 2 Bedroom First Floor Plan (FOR REFERENCE ONLY)



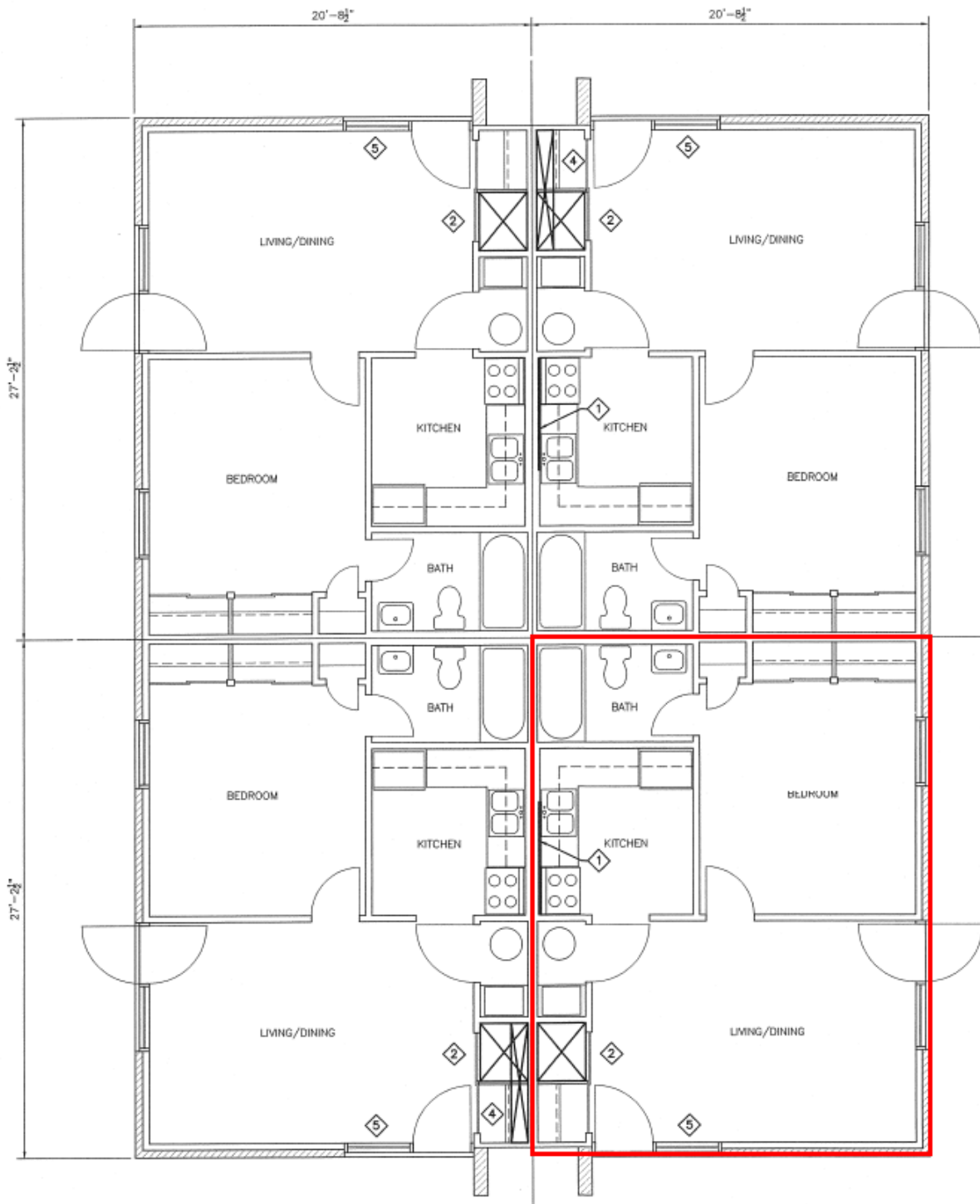
Typical 2 Bedroom Second Floor Plan (FOR REFERENCE ONLY)



Typical 3 Bedroom First Floor Plan (FOR REFERENCE ONLY)



Typical 3 Bedroom Second Floor Plan (FOR REFERENCE ONLY)



Typical 1 Bedroom Floor Plan (Highlighted in RED) (FOR REFERENCE ONLY)

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

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

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

(d) The PHA/IHA may reject any and all bids, 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.

AMENDMENT TO INSTRUCTIONS TO BIDDERS

The following paragraphs of the Instructions to Bidders for Contracts, form HUD-5369 are to be amended as follows:

8. AWARD OF CONTRACT; REJECTION OF BIDS

Sub-paragraph "B" shall read as follows:

The contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bids, provided his bid is reasonable and it is to the interest of the Authority to accept it. The contract award will be based on the Total Bid Price. The Authority reserves the right to execute a contract based on one, all, or any combination of bid items.

The Authority is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms which are on lists of contractor's ineligible to receive awards from the United States, as furnished from time to time by HUD. The current list of ineligible contractors is available for inspection by prospective bidders at the offices of the Authority.

A contract may be awarded only to a bidder who has been determined to be responsible and fully capable of performing work successfully under the terms and conditions of the contract. The Authority's responsibility determination shall include, without limitation, consideration of whether the bidder has previously failed to perform properly or to complete on time contracts of a similar nature; is not in a position to perform the contract properly; or has repeatedly and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen, or employees.

The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

The Authority shall notify the successful bidder by registered letter indicating the date, time, and place scheduled for the contract execution.

13. ADDITIONAL INSTRUCTIONS

The following paragraphs are added to the Instructions to Bidders for Contracts form HUD-5369 and supplement that document:

BIDDING DOCUMENTS

Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders, the Bid Form, and other bidding forms. The proposed Contract Documents consist of the Project Manual, which includes the Form of Contract between the Owner and Contractor, Conditions of the Contract (General and other conditions), General Requirements and Specifications; the Drawings; and all Addenda which were issued prior to the bid date.

BID FORMS

All bids must be submitted on forms furnished by the Authority and shall be subject to all requirements of the Specifications and Drawings. Prepare the bid forms in triplicate, two to be submitted with the bid and one to be retained by the bidder for his/her records. Only one of the two copies of the bid shall be signed. The other shall be confirmed.

Bid Documents shall be sealed in an envelope which shall be clearly labeled with the words "BID DOCUMENTS", and show the project number, name of the bidder, and date and time of the bid opening.

TOTAL BID PRICE

The Total Bid Price shall include all work for this project as defined by the Project Manual, the Drawings and all addenda which were issued prior to the Bid Date.

PRE-BID CONFERENCE

A Pre-Bid Conference will be held at the time and place fixed in the Invitation to Bid. Attendance at the Pre-Bid Conference is not a bidding requirement but is strongly recommended.

NON-COLLUSIVE AFFIDAVIT

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form provided by the Authority, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. The executed affidavit shall be attached to the bid.

BIDDER'S CONSTRUCTION EXPERIENCE

Each bidder is requested by the Authority to submit a statement in the form provided by the Authority, regarding his previous experience in performing comparable work, his business and technical organization, and financial resources. The completed statement shall be attached to the bid.

LEAD BASED PAINT PROHIBITION

The Contractor shall comply with the requirements of 24 CFR 35 which prohibits the use of lead-based paint on any portions of the work.

COPIES OF CONTRACT DOCUMENTS

Upon executing the Contract, the Authority will provide the Contractor with two (2) copies of the project manual and drawings for construction purposes at no cost to the contractor.

NOTICE TO PROCEED

Subsequent to the execution of the Contract by both the Contractor and The Authority, and after the Contractor has delivered conforming performance and payment bonds and proof of insurance, the Authority will issue a "Notice to Proceed" to the Contractor together with the contractor's set of the executed contract documents. The Notice to Proceed is the official Authority order directing the Contractor to start work. It also establishes the date of the start of work and the date of completion.

BID FORM
MONTGOMERY PLAZA

Memphis Housing Authority
700 Adams Avenue
Memphis, Tennessee 38105

RE: Removal of Hazardous Materials in Dwelling Units at Montgomery Plaza, Memphis, TN

To all prospective bidders:

The undersigned have familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Contract Documents which are on file in the office of the Memphis Housing Authority, hereby proposes to furnish all labor, materials, equipment, and services required to undertake the above referenced project in accordance with the Contract Documents. **Please note: MHA reserves the right to not award a contract for this solicitation. MHA also reserves the right to award the contract in its entirety or partially to one or more bidders.**

Having become completely familiar with local conditions affecting the cost of work at the place where work is to be executed, and having carefully examined the specifications for such work and other related "Contract Documents" entitled Solicitation # CI 24 B 00680: Removal of Hazardous Materials in Dwelling Units at Montgomery Plaza, Memphis, TN the undersigned hereby proposes and agrees to provide all services, labor, and materials required by them to execute all of the work described by the aforementioned documents for a lump sum price.

ALLOWANCES: All unused allowances shall be deducted from the contract value at the end of the project. Work performed without authorization from the owner will not be acknowledged as extra work. Therefore, a change request for such work will not be considered. Instructions and specified materials in the Construction Documents shall be applicable toward all authorized allowance work. All allowances shall include general conditions, bonds, permits, overhead profit, all direct and indirect costs, etc. The Contractor is to include a \$10,000.00 (ten thousand dollar) General Allowance amount in the Base Bid for construction services for unforeseen conditions not covered in the Contract Documents.

UNIT PRICES: The unit price is an amount proposed by bidders, as per unit price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents increased or decreased. Unit costs shall include all direct and indirect costs necessary to complete the unit of work. Therefore, if necessary, to complete the work, the unit cost shall include, but is not limited to; labor, material, equipment, supervision, GC&P, permitting fees, removal of unwanted materials and transportation.

PHASE A - BASE BID: Removal of Hazardous Materials in Dwelling Units at Montgomery Plaza, Memphis, TN – (See project manual and construction drawings for the detailed scope of work.) including but not limited to removal of all interior building materials.

Montgomery Plaza Addresses:

1. General Conditions, Bonds, Permits, Overhead and Profit, etc: \$ _____

2. General Allowance: \$ 10,000 _____

3. 1392 Kansas, Unit 2 (2 Bedroom): \$ _____

Selective Demolition: \$ _____

4. 1412 Kansas, Unit 1 (2 Bedroom): \$ _____

Selective Demolition: \$ _____

5. 1400 Fairview, Unit 1 (3 Bedroom): \$ _____

Selective Demolition: \$ _____

6. 135 Goodloe, Unit 2 (1 Bedroom): \$ _____

Selective Demolition: \$ _____

7. 1399 Tumberland, Unit 1 (2 Bedroom): \$ _____

Selective Demolition: \$ _____

8. 1399 Tumberland, Unit 2 (3 Bedroom): \$ _____

Selective Demolition: \$ _____

Bidding Documents
Solicitation CI 24 B 00680
Removal of Hazardous Materials
At Montgomery Plaza
Memphis, TN
March 2024

9. 71 W. Olive, Unit 1 (2 Bedroom): \$ _____

Selective Demolition: \$ _____

10. 1380 Kansas, Unit 2 (3 Bedroom): \$ _____

Selective Demolition: \$ _____

BASE BID TOTAL:

\$ _____

Bid Guarantee in the sum of _____ dollars

(\$ _____)

in the form of _____

is submitted herewith in accordance with the Instructions to Bidders.

The undersigned acknowledges the receipt of the following Addenda and has included them in this bid.

NOTICE TO PROCEED

The undersigned agrees to commence actual work on the site with an adequate force & equipment within seven [7] business days of the date of "Notice to Proceed."

CONSTRUCTION TIME

The undersigned agrees to complete all of the work described by the aforementioned "Contract Documents" by **the time as listed below**.

BASE BID: Ninety [90] consecutive calendar days (Monday – Friday) from the Notice to Proceed.

LIQUIDATED DAMAGES

The undersigned agrees to pay, as liquidated damages, the sum of **two hundred dollars and zero cents (\$200.00)** per day for work per day per uncompleted contracting beginning day one after completion date.

PERFORMANCE & PAYMENT BOND

For bids greater than \$25,000.00, upon receipt of a written acceptance of this bid, Bidder shall deliver performance & payment bond in accordance to HUD 5369 [10/02], "Instructions to Bidders for Contracts, Public & Indian Housing Programs, page 3, clause 10.

BID BOND

For bids greater than \$25,000.00, the bid bond or security attached in the sum of _____ dollars [\$ _____] is to become the property of the Owner in the event of the Contract and bond are not executed with the time set forth, as liquidated damages for the delay and additional expense to the Owner, who is entitled to the difference between the amount of this bid and the amount for which a contract for the work is subsequently executed. The check shall be made payable to the Memphis Housing Authority.

PAYMENT

Payment at the lump sum price bid herein shall include replacement of identified damaged components within the plumbing chase wall per the scope of work. Additional items included herewith as appurtenant and incidental to these work items are all ancillary items associated with said work.

SUBMITTED BY: _____ DATE: _____
[Signature]

NAME & TITLE: _____
[Please print]

BID BOND

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

_____, AS PRINCIPALS,

and

_____, AS SURETY

are held and firmly bound unto the Memphis Housing Authority hereinafter called the "AUTHORITY," in the penal sum of:

_____ DOLLARS,

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

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

Removal of Hazardous Materials in Dwelling Units at Montgomery Plaza, Memphis, TN

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 **thirty [30] days** after the said opening, and shall within the period specified therefore or, if no period specified within ten (10) days after the prescribed forms are presented to him/her for signature, enter into a written contract with the Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sure ties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or in the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN THE WITNESS WHEREOF, the above-bounded 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.

Bidding Documents

Solicitation # CI 24 B 00680

Removal of Hazardous Materials in Dwelling Units

At Montgomery Plaza, Memphis, TN

March 2024

IN THE PRESENCE OF:

Principal (SEAL)

Address (SEAL)

Principal (SEAL)

Address (SEAL)

Surety (SEAL)

Address

To all prospective bidders:

The undersigned have familiarized himself/herself/themselves with the local conditions affecting the cost of the work, and with the Contract Documents which are on file in the office of the Memphis Housing Authority, hereby proposes to furnish all labor, materials, equipment and services required to undertake the above referenced project in accordance with the Contract Documents for the:

Attached hereto and included in this bid for **Removal of Hazardous Materials in MHA Dwelling Units at Montgomery Plaza, Memphis, TN** are the following:

- Bid Form
- Bid Bond
- Representations, Certifications, and Other Statements of Bidders Form (HUD-5369-A)
- Previous Participation Certificate (HUD-2530)
- Qualifications Questionnaire
- Non-Collusion Affidavit
- Debarment and Suspension Certification
- Equal Opportunity Certification
- Drug Free Workplace Certification
- Section 3 Business Self-Certification
- List of Proposed MBE/WBE Subcontractors and Sub-Consultants

NOTES: Penalty for making false statements herein is prescribed in 18 USC 1001.
Failure to submit any or all of above documents may result in rejection of the bid.

MBE/WBE Participation Plan, Section 3 Action Plan and Financial Documents shall be submitted within two (2) working days of request by MHA.

Bidding Documents

Solicitation # CI 24 B 00680

Removal of Hazardous Materials in Dwelling Units

At Montgomery Plaza, Memphis, TN

March 2024

Date _____, 20_____

Signature

Bidder

By

Title

Official Address:

Bidder

Street

City

State

Zip

Phone Number :(_____) _____

The above bidder is an [] individual; [] corporation; [] partnership; [] joint venture consisting of _____ [] licensed to do business in the State where the project is located.

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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

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

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

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

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

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

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

Who Must Sign and File Form HUD-2530:

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

Principals include all individuals, joint ventures,

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

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

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

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

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

Where and When Form HUD-2530 Must Be Filed:

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

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

Handicapped).

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

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

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

Specific Line Instructions:

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

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

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

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

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

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

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

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

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

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

Instructions for Completing Schedule A:

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

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

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

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

Column 5. Explain any project defaults during your participation.

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

Certification: After you have completed all other parts of

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

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

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

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

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

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

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

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

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

Previous Participation Certification

U.S. Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

U.S. Department of Agriculture
Farmers Home Administration

OMB Approval No. 2502-0118
(exp. 9/30/2009)

Part I To be completed by Principals of Multifamily Projects. See Instructions			Reason for Submitting Certification	
For HUD HQ/FmHA use only				
1. Agency Name and City where the application is filed			2. Project Name, Project Number, City and Zip Code contained in the application	
3. Loan or Contract Amount	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one)	
			<input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)	

List of All Proposed Principal Participants

7. Names and Addresses of All Known Principals and Affiliates (people, businesses & organizations) proposing to participate in the project described above. (list names alphabetically; last, first, middle initial)	8. Role of Each Principal in Project	9. Expected % Ownership Interest in Project	10. Social Security or IRS Employer Number

Certifications: I (meaning the individual who signs as well as the corporations, partnerships or other parties listed above who certify) hereby apply to HUD or USDA-FmHA, as the case may be, for approval to participate as a principal in the role and project listed above based upon my following previous participation record and this Certification.

I certify that all the statements made by me are true, complete and correct to the best of my knowledge and belief and are made in good faith, including the data contained in Schedule A and Exhibits signed by me and attached to this form.

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)

I further certify that:

1. Schedule A contains a listing of every assisted or insured project of HUD, USDA-FmHA and State and local government housing finance agencies in which I have been or am now a principal.

2. For the period beginning 10 years prior to the date of this certification, and except as shown by me on the certification.
 - a. No mortgage on a project listed by me has ever been in default, assigned to the Government or foreclosed, nor has mortgage relief by the mortgagee been given;
 - b. I have not experienced defaults or noncompliances under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. To the best of my knowledge, there are no unresolved findings raised as a result of HUD audits, management reviews or other Governmental investigations concerning me or my projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract in which I have had a legal or beneficial interest;
 - e. I have not been convicted of a felony and am not presently, to my knowledge, the subject of a complaint or indictment charging a felony.

(A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);

- f. I have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency.
- g. I have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond.
3. **All** the names of the parties, known to me to be principals in this project(s) in which I propose to participate, are listed above.
4. I am not a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part O and

USDA's Standard of Conduct in 7 C.F.R. Part O Subpart B.

5. I am not a principal participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification have not been filed with HUD or FmHA.
6. To my knowledge I have not been found by HUD or FmHA to be in noncompliance with any applicable civil rights laws.
7. I am not a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which I cannot certify have been deleted by striking through the words with a pen. I have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances which I think helps to qualify me as a responsible principal for participation in this project.

Typed or Printed Name of Principal	Signature of Principal	Certification Date (mm/dd/yyyy)	Area Code and Telephone No.

This form was prepared by (Please print name)

Area Code and Telephone No.

Schedule A: List of Previous Projects and Section 8 Contracts. By my name below is the complete list of my previous projects and my participation history as a principal; in Multifamily Housing programs of HUD/FmHA, State, and Local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Abbreviate where possible. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If you have no previous projects write, by your name, "**No previous participation, First Experience.**"

1. List each Principal's Name (list in alphabetical order, last name first)	2. List Previous Projects (give the I.D. number, project name, city location, & government agency involved if other than HUD)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of Loan (current, defaulted, assigned, or foreclosed)	5. Was Project ever in Default, during your participation?		6. Last Mgmt. and/or Physical Inspctr Rating
				Yes	No If "Yes," explain	

Part II – For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or transferral to Headquarters as checked below:

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

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

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

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. If you have many projects to list (20 or more) and expect to be applying frequently for participation in HUD projects, you should consider filing a Master List. See Master List instructions below under "Instructions for Completing Schedule A."

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

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

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

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

Who Must Sign and File Form HUD-2530:

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

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

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

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

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

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

Where and When Form HUD-2530 Must Be Filed: The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal, or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more, or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

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

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

Specific Line Instructions:

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

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

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include all project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code of the site location.

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

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

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

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

Block 8: Beside the name of each principal, fill in the role that each will perform. The following are possible roles that the principals may perform: Sponsor, Owner, Prime Contractor, Turnkey Developer, Managing Agent, Packager, Consultant, General Partner, Limited Partner (include percentage), Executive Officer, Director, Trustee, Major Stockholder, or Nursing Home Administrator. Beside the name of each affiliate, write the name of the person or firm of affiliation, such as "Affiliate of Smith Construction Co."

Block 9: Fill in the percentage of ownership in the proposed project that each principal is expected to have. Also specify if the participant is a general or limited partner. Beside the name of those parties who will not be owners, write "None."

Block 10: Fill in the Social Security Number or IRS employer number of every party listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/FmHA, and State and local Housing Finance Agencies in which you have previously participated **must** be listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required. To avoid duplication of disclosure, list the project and then the entities or individuals involved in that project. You may use the name or a number code to denote the entity or individual that participated. The number code can then be used in column 3 to denote role.

Column 2 List the project or contract identification of each previous project. **All previous projects must be included or your certification cannot be processed.** Include the name of all projects, the cities in which they are located and the government agency (HUD, USDA-FmHA or State or local housing finance agency) that was involved. At the end of your list of projects, draw a straight line across the page to separate your record of projects from that of others signing this form who have a different record to report.

Column 3 List the role(s) of your participation, dates participated, and if fee or identity of interest with owners.

Column 4 Indicate the current status of the loan. Except for current loans, the date associated with the status is required. Loans under a workout arrangement are considered assigned. An explanation of the circumstances surrounding the status is required for all non-current loans.

Column 5 Explain any project defaults during your participation.

Column 6 Enter the latest Management and/or Physical Inspection Review rating. If either of the ratings are below average, the report issued by HUD is required to be submitted along with the applicant's explanation of the circumstances surrounding the rating.

No Previous Record: Even if you have never participated in a HUD project before, you must complete form HUD-2530. If you have no record of previous projects to list, fill in your name in column 1 of Schedule A, and write across the form by your name – "No previous participation, first experience."

Master List System: If you expect to file this form frequently and you have a long list of previous projects to report on Schedule A, you should consider filing a Master List. By doing so, you will avoid having to list all your previous projects each time you file a new application.

To make a Master List, use form HUD-2530. On page 1, in block 1, enter (in capital letters) the words "Master List." In blocks 2 through 6 enter in "N.A." meaning Not Applicable. Complete blocks 7 through 10.

In the box below the statement of certification, fill in the names of all parties who wish to file a Master List together (type or print neatly). Beside each name, every party must sign the form. In the box titled "Proposed Role," fill in "N.A." Also, fill in the date you sign the form

and provide a telephone number where you can be reached during the day. No determinations will be made on these certificates.

File one copy of the Master List with each HUD Office where you do business and mail one copy to the following address:

**HUD-2530 Master List
Participation and Compliance
Division – Housing
U.S. Department of Housing and
Urban Development
451 Seventh Street, S.W.
Washington, D.C. 20410**

Once you have filed a Master List, you do not need to complete Schedule A when you submit form HUD-2530. Instead, write the name of the participant in column 1 of Schedule A and beside that write "See Master List on file." Also give the date that appears on the Master List that you submitted. Below that, report all changes and additions that have occurred since that date. Be sure to include any mortgage defaults, assignments or foreclosures not listed previously.

If you have withdrawn from a project since the date the Master List was filed, be sure to name the project. Give the project identification number, the month and year your participation began and/or ended.

Certification:

After you have completed all other parts of form HUD-2530, including Schedule A, read the Certification carefully. In the box below the statement of certification, fill in the name of all principals and affiliates (type or print neatly). Beside the name of each principal and affiliate, each party must sign the form, with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File form

HUD-2530"). Beside each signature, fill in the role of each party (the same as shown in block 8). In addition, each person who signs the form should fill in the date that he or she signs, as well as providing a telephone number where he or she can be reached during business hours. By providing a telephone number where you can be reached, you will help to prevent any possible delay caused by mailing and processing time in the event HUD has any questions.

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

Attach a signed letter, note or an explanation of the items you have struck out on the certification and report the facts of your correct record. Item A(2)(e) relates to felony convictions within the past 10 years. If you have been convicted of a felony within 10 years, strike out all of A(2)(e) on the certificate and attach your statement giving your explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting standpoint of an insurer, lender or governmental agency.

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

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

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

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

QUALIFICATIONS QUESTIONNAIRE

The Authority requires each bidder to present evidence that they have been in business for at least three (3) years as a contractor in the trade applicable to the work of this project., and can submit evidence that his/her company has the necessary resources, equipment and labor force to accomplish the work. Each bidder is to provide the following information:

1. How many years has your firm engaged in construction under your present firm or trade name.
_____ years.

2. If your firm is a corporation, provide the following:
Date of incorporation: _____
State of incorporation: _____
President's name: _____
Vice Presidents names: _____

3. If you are a sole proprietorship or your firm is a partnership provide the following:
Date of Organization: _____
Name and address of all partners (state whether general or limited partnership):

4. How many years has your firm been performing the type work required for this project?
_____ years.

5. What percentage of the work for this project will be accomplished with your firm's own forces?
_____ %

6. General type of work performed by our company is as follows:

7. If the project is awarded to your firm, who will personally supervise the work?
Name: _____
Title: _____

8. Does your firm intend to subcontract any portion of the work? (YES) (NO).

If so, state which portions and indicate if your firm made contacts or received firm offers from subcontractors for those portions of work.

_____ (YES) (NO).

_____ (YES) (NO).

_____ (YES) (NO).

_____ (YES) (NO).

9. If your firm intends to subcontract any mechanical, plumbing, electrical or structural steel work, identify the subcontractor and confirm that the firm is licensed in the state of NJ to perform that work.

TRADE	FIRM	CATEGORIES
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Has your firm made contracts or received proposals for all materials included in your bid? (YES) (NO). If not, list those items which were not based on contracts or firm proposals. (DO NOT list names of dealers or manufacturers.)

11. How and when have you inspected the proposed project?

12. What equipment does your firm own that is available and that is intended to be used on this project? Provide a description as to the quantity, size, type and capacity of the equipment along with its present condition.

13. What equipment does your firm intend to purchase or lease for use on this project should the contract be awarded to you? Provide a description of the quantity, size, type and capacity of the equipment which would be leased or purchased.

14. Has your firm ever failed to complete a construction contract? (YES) (NO)
If so, state circumstances.

15. Has any officer or partner of your firm ever been an officer or a partner of a firm that failed to complete a construction contract? (YES) (NO).
If so, state the name of the individual, the firm and the circumstances.

16. Has any officer or partner of your firm ever failed to complete a construction contract handled in his/her own name? (YES) (NO).
If yes, state the name of individual, the name of owner and circumstances.

17. Are there any liens, of any character, filed against your firm at this time? (YES) (NO).
If yes, specify the nature and amount of liens.

18. Provide three trade references with phone numbers:

19. Provide bank references with phone numbers:

20. Provide a financial statement in the following form indicating the condition of your firm not more than three months prior to the bid submission date.

ASSETS

Cash on Hand	\$ _____
Cash in Bank and Name of Said Bank	\$ _____
Accounts Receivable From Completed Contracts	\$ _____
Real Estate Used for Business Purposes	\$ _____
Material in Stock	\$ _____
Equipment Book Value	\$ _____
Furniture and Fixtures	\$ _____
Other Assets	\$ _____
TOTAL ASSETS	\$ _____

LIABILITIES

Notes Payable to Bank	\$ _____
Notes Payable for Equipment Obligations	\$ _____
Accounts Payable	\$ _____
Other liabilities	\$ _____
TOTAL LIABILITIES	\$ _____

- List the most important contracts completed by your firm in the last five (5) years, stating the approximate gross cost for each, and the month and year completed.

OWNER	LOCATION	DESCRIPTION	CONTRACT AMOUNT	START DATE	COMPLETION DATE

- Give the following information concerning all of your firm’s contracts on hand. List both private or governmental contracts whether prime or sub-contracts; whether in progress or awarded but not yet begun; or whether your firm is low bidder pending formal award of contract

OWNER	LOCATION	DESCRIPTION	CONTRACT AMOUNT	BILLED TO DATE	EARNED SINCE LAST BILLING	BALANCE TO BE COMPLETED	ESTIMATED COMPLETION DATE

State of: _____

County of: _____

Dated at _____ this day of _____, 20____

_____ being duly sworn, deposes and says that he/she is

the _____ of _____;

that the answers to the foregoing questions and all statements therein contained are true and correct and that the undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority in verification of the recitals comprising this Statement of Bidders Qualifications.

Signature

_____ 20____
Date

Title

Firm

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

Signature

My commission expires
_____, 20____

NON COLLUSION AFFIDAVIT

State of Tennessee

County of _____

I, _____, being duly sworn, depose and say:

That I am the _____ (title) of the firm of

_____, the party making the foregoing proposal; and

That such proposal is genuine and not collusive or a sham; and

That said Offeror has not colluded, conspired or agreed, directly or indirectly with any other offeror or person, to put in a sham offer or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the offer price or affiant or any other offeror, or to fix any overhead, profit or cost element of said offer price, or that of any other offeror, or to secure any advantage against the Memphis Housing Authority or any person interested in the proposed contracts; and

That all statements in said proposal are true.

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

Notary Signature

My commission expires

Date

Company Name

Principal

Title

Date

DEBARMENT AND SUSPENSION CERTIFICATION

By signing and submitting a proposal in response to the solicitation of the Memphis Housing Authority, the Respondent certifies to the best of its knowledge and belief that:

- Neither the Respondent nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency;
- Neither the Respondent nor any of its principals have been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, or receiving stolen property;

- Neither the Respondent nor any of its principals are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the foregoing paragraph of this certification;
- Neither the Respondent nor any of its principals have had one or more public transactions (Federal, State or local) terminated for cause or default; and
- Neither the Respondent nor any of its principals are currently engaged in litigation against the Memphis Housing Authority.

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

Notary Signature

My commission expires

Date

Company Name

Principal

Title

Date

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

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

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

- (2) The contractor will 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 race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant 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 Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant'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 the agency 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 Federalagency 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

(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. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

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

X

MHA SECTION 3 PROGRAM GUIDELINES

1. Section 3 Overview

The term "Section 3" is used to refer to the requirements of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701 u) (section 3). Section 3 of the HUD Act of 1968 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance, shall, to the greatest extent feasible, be directed to low- and very-low income persons and to business concerns that provide economic opportunities to low- and very-low income persons.

- A Section 3 covered contract means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a section 3 covered project.
- Section 3 covered contracts do not include:
 - a.) Contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System; or
 - b.) Contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.
- A Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

2. Section 3 Residents

- Section 3 residents include:
 - a.) A public housing resident
 - b.) An individual who resides in the metropolitan area or non metropolitan county in which the Section 3 covered assistance is expended, and who is a low-income to very low-income individual.
- Low-Income Individual: A low-income individual is defined to mean families (including single persons) whose incomes do not exceed 80 per centum (80%) of the median family income for the area.
- Very Low-Income: A very low-income individual is defined to mean families (including single persons) whose incomes do not exceed 50 per centum (50%) of the median family income for the area.

3. Section 3 Business Concerns

- Section 3 business concerns include:
 - a.) A business 51% or more owned by Section 3 residents;
 - b.) A business whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or

- c.) A business that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the definition of a "Section 3 business concern".

4. Section 3 Income Limits

ANNUAL WAGE CHART:

2015 Metropolitan Memphis Income Limits (Salaries)								
No. in Household	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
Very Low Income	\$20,300	\$23,200	\$26,100	\$29,000	\$31,350	\$33,650	\$36,000	\$38,300
Extremely Low Income	\$12,200	\$15,930	\$20,090	\$24,250	\$28,410	\$32,570	\$36,000	\$38,300
Low-Income	\$32,500	\$37,150	\$41,800	\$46,400	\$50,150	\$53,850	\$57,550	\$61,250

HOURLY WAGE CHART:

2015 Metropolitan Memphis Income Limits (Hourly Wages)								
No. in Household	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
Very Low-Income	\$9.60	\$11.15	\$12.55	\$13.94	\$15.07	\$16.18	\$17.31	\$18.41
Extremely Low Income	\$5.87	\$7.66	\$9.66	\$11.66	\$13.66	\$15.66	\$17.31	\$18.41
Low-Income	\$15.63	\$17.86	\$20.10	\$22.31	\$24.11	\$25.89	\$27.67	\$29.45

(Note: Hourly wages were determined by dividing each of the annual salaries by 2,080, the total number of full-time working hours in a year.)

- In order to determine the number of members an employee has within their household, you may utilize personnel records such as tax records and /or other payroll data (i.e. State and Federal exemptions), insurance/beneficiary records or emergency contact persons provided by the employee.

5. Section 3 Opportunities

- Recipients of HUD financial assistance and their contractors and subcontractors are required to provide economic opportunities for Section 3 residents and businesses, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations.
- Economic opportunities include:
 - a.) Job Training
 - b.) Employment
 - c.) Contracts

- Efforts shall be directed to provide training and employment opportunities to Section 3 residents in the following order of priority:
 - a.) Residents of the MHA housing development or developments for which the Section 3 covered assistance is expended
 - b.) Residents of other MHA housing developments
 - c.) Participants in the HUD Youthbuild programs in the area
 - d.) Other Section 3 residents

- Types of economic opportunities available under Section 3 could include, but not be limited to:

Administrative/Management:

Accounting	Administrative Assistance	Bookkeeping
Payroll	Purchasing	Word Processing

Design/Construction:

Architecture	Carpentry	Demolition	Drywall
Electrical	Engineering	Fencing	HVAC
Iron Working	Laborer	Masonry	Painting
Plumbing	Surveying	Tile Setting	

Services:

Appliance Repair	Data Entry	Janitorial	Landscaping
Manufacturing	Marketing	Printing	Transportation

6. Examples of Efforts to Reach Section 3 Residents or Businesses

- a.) Advertising the training and employment positions by distributing or posting fliers which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process.
- b.) Advertising the jobs to be filled through local media, such as community television networks, newspapers of general circulation, and radio advertising.
- c.) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public housing residents and other section 3 residents in the building trades.
- d.) Contacting resident councils, resident management corporations or other resident organizations, where they exist, in the housing developments and community organizations to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- e.) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an MHA or contractor representative(s) at a housing development or in a neighborhood of the Section 3 covered project.
- f.) Arranging assistance in conducting job interviews at the housing development and completing job applications for residents of the housing development or other Section 3 residents in the area.

- g.) Contacting agencies administering HUD YouthBuild programs and requesting their assistance in recruiting HUD YouthBuild program participants for training and employment opportunities.
- h.) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement, that will undertake the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the contractor intends to fill.

SECTION 3 ACTION PLAN OUTLINE

Provide a Section 3 Action Plan using the below outline:

I. Overview

A. Description of the project's work detail

B. Proposed positions for new hires (including job description, if available)

II. Description of how your company will advertise available positions

III. Implementation Schedule

A. Provide an overview of the activities involved in executing this plan

IV. Description of the type of technical assistance your company will require from the Memphis Housing Authority in order to effectively implement your Section 3 Plan.

V. Description of any creative or innovative ideas your company would like to implement in order to fulfill your Section 3 compliance obligations.

VI. Overview of training opportunities to be provided by your company for public housing residents as an option for meeting your Section 3 requirements, if applicable.

**LIST OF PROPOSED MBW/ WBE
SUBCONTRACTORS AND SUBCONSULTANTS**

The undersigned Offeror/Bidder proposes to subcontract with the following Minority-Owned Business Enterprises (MBE) or Women-Owned Business Enterprises (WBE) for this project. The Offeror/Bidder acknowledges that all MBEs and WBEs are to be listed on this form regardless of their subcontracting tier.

Business Name: _____

Address: _____

Type of Service(s): _____

Contact Name: _____

Contract Amount: _____ Percent of Project: _____

_____ MBE _____ WBE _____ Subcontractor _____ Supplier

Business Name: _____

Address: _____

Type of Service(s): _____

Contact Name: _____

Contract Amount: _____ Percent of Project: _____

_____ MBE _____ WBE _____ Subcontractor _____ Supplier

Business Name: _____

Address: _____

Type of Service(s): _____

Contact Name: _____

Contract Amount: _____ Percent of Project: _____

_____ MBE _____ WBE _____ Subcontractor _____ Supplier

Business Name: _____

Address: _____

Type of Service(s): _____

Contact Name: _____

Contract Amount: _____ Percent of Project: _____

_____ MBE _____ WBE _____ Subcontractor _____ Supplier

MONTHLY SECTION 3 TRACKING REPORT

COMPANY NAME:		REPORT PERIOD (Month & Year):	
ADDRESS:		DATE REPORT SUBMITTED:	
PHONE & FAX:		CONTRACT NUMBER:	
CONTRACT NAME:		CONTRACT AWARD AMOUNT:	

PART I: EMPLOYMENT & TRAINING (include New Hires in columns E & F):**

A	B	C	D	E**	F**
Job Category	Number of New Hires	Number of Section 3 New Hires	% of Total Number of Staff Hours of Section 3 New Hires	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Employees & Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List)					
Trade					
Trade					
Trade					
Trade					
Other (List)					
TOTAL					

Part I Instructions:

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires (for this month only) for each category of workers identified in Column A in connection with this contract. New Hire refers to a person who is not on the contractor's payroll for employment at the time of selection for contract award.

Column C: Enter the number of Section 3 new hires (for this month only) for each category of workers identified in Column A in connection with this contract.

MONTHLY SECTION 3 TRACKING REPORT

Section 3 new hire refers to a Section 3 resident who is not on the contractor's payroll for employment at the time of selection for contract award.

Column D: Enter the percentage of all the staff hours of new hire (Section 3 residents) in connection with this contract (for this month only).

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this contract (for this month only). Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this contract (for this month only).

PART II: CONTRACTS AWARDED	
A. Total dollar amount of all contracts awarded on this project:	\$ _____
B. Total dollar amount of contracts awarded to Section 3 businesses:	\$ _____
C. Percentage of total contract amount that was awarded to Section 3 businesses:	_____ %
D. Total number of Section 3 businesses receiving subcontracts:	_____

PART III: SUMMARY	
Indicate the efforts made to direct the employment and other economic opportunities, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)	
<input type="checkbox"/>	Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
<input type="checkbox"/>	Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
<input type="checkbox"/>	Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concern.
<input type="checkbox"/>	Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
<input type="checkbox"/>	Other; describe below:

MONTHLY SECTION 3 TRACKING REPORT

I hereby certify that all information contained above is accurate, complete and current to the best of my knowledge. I understand that if I do not submit a completed Section 3 report with each pay request, the MHA reserves the right to withhold payment until a completed Section 3 report has been submitted.

If you have not hired any Section 3 individuals or businesses, please write "Not Applicable" in the chart above.

Print Name of Preparer

Date

Signature of Preparer

FORM OF CONTRACT

THIS AGREEMENT made this **TBD** of **TBD**, in the year **2021** by and between **TBD**, a Corporation organized and existing under the laws of the State of Tennessee, hereinafter called the "Contractor" and the **MEMPHIS HOUSING AUTHORITY**, hereinafter called the "Authority."

WITNESSETH, That the Contractor and the Authority for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, material, equipment and services, and perform and complete all work required for the **RENOVATION of MHA HIGH RISE DWELLING UNITS AT JEFFERSON SQUARE AND BORDA TOWERS, MEMPHIS TENNESSEE.**

The work will be done in strict accordance with the project manual, addenda thereto, and the drawings referred to therein, all signed and/or initialed by the undersigned. Said project manual, addenda and drawings are incorporated herein by reference and made a part hereof.

ARTICLE 2. THE CONTRACT PRICE. The Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Specifications, the sum of: **CONTRACT PRICE [0].**

ARTICLE 3. CONTRACT DOCUMENTS. The Contract shall consist of the following signed or initialed component parts:

- | | |
|--|---------------------------|
| A. This Instrument | F. Photographs |
| B. Amendment to the General Conditions (from Project Manual) | G. Executed Bid Forms |
| C. Special Conditions (from Project Manual) | H. Bid Bond |
| D. General Conditions (from Project Manual) | I. Performance Bond |
| E. Project Manual / Addendum(s) | J. Construction Documents |

ARTICLE 4. CONTRACT TERM. Term of Contract is **TBD** from written notice to proceed by the Authority.

This instrument, together with the other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if herein attached or herein repeated, form the Contract. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN THE WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in Five (5) original counterparts as of the day and year first above written.

TBD

Signature

ATTEST

Name

ATTEST

Title

NAME

ADDRESS

City, state, zip

MEMPHIS HOUSING AUTHORITY

David Walker
Contracting Officer

ATTEST

Memphis Housing Authority
700 Adams Avenue
Memphis, Tennessee 38105

ATTEST

PERFORMANCE AND PAYMENT BOND

CONTRACT NO.: CI 22 B 00646

BOND NO.: _____

K N O W A L L M E N B Y T H E S E P R E S E N T S , t h a t w e

_____ hereinafter called the Surety, are held and firmly bound unto the Memphis Housing Authority, a body politic and corporated, created by the Memphis Housing Authority's Law for the State of Tennessee, for the use of the Memphis Housing Authority, and all persons doing work or furnishing skills, tools, machinery, supplies, or materials under or for the purpose of the Contract hereinafter referred to, in the full and just sum of _____ Dollar (\$ _____) in lawful money of the United States of America to be paid to the Memphis Housing Authority, its successors and assignees to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assign jointly and severally, firmly to those present.

WHEREAS, the PRINCIPAL has entered into a Contract with the Memphis Housing Authority dated _____ all in strict accordance with the Drawings, Specifications, and other documents related thereto; and

WHEREAS, it was one of the conditions of the award by the Memphis Housing Authority, pursuant to which the Contract hereinabove referred to was entered, that these presents shall be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall in all respects fully comply with the terms and conditions of said Contract and his obligations thereunder, including the Specifications and proposals therein referred to and made a part thereof, and such alterations as may be made on such specifications as therein provided for, and shall indemnify and save harmless the Memphis Housing Authority against or from all costs, expenses, damages, injury or loss, to which the Memphis Housing Authority may be subjected by reason of any wrong doing, misconduct, want or cause of skill, negligence, or default, including patent infringement on the part of the Contractor, his agent, or employees, in the execution or performance of said Contract, and shall promptly pay all just claims for damages or injury to property for all work done, or skill, tools, or machinery, supplies, labor and materials furnished and debts incurred by the Contractor in or about the performance of the work contracted for, this obligation is to be void.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time or alteration or addition to the terms of the Contract or the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Bond shall be for the use of the Memphis Housing Authority, and all persons doing work or furnishing skills, tools, machinery or materials under or for the contract hereinafter referred to.

RENOVATION, IMPROVEMENTS AND REPAIRS TO MHA HIGH RISE DWELLING UNITS AT JEFFERSON SQUARE AND VENSON CENTER, MEMPHIS, TN

The undersigned Principal and Surety do further hereby consent and yield to the jurisdiction of the State Civil Courts of Shelby County, Tennessee, and shall assure and protect all laborers and furnishers of material on said work both as required by applicable law.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed on this day of _____ 2018.

In presence of:

_____ (Individual Principal) (seal)

_____ (Address) _____ (Business Address)

Attest:

_____ (Corporate Principal)

_____ (Business Address)

_____ BY: _____ (Affix Corporate Seal)

Witness:

_____ (Corporate Surety)

_____ (Business Address)

_____ BY: _____ (Affix Corporate Seal)

The rate of premium on this bond is \$ _____ per thousand.

Total amount of premium charged, \$ _____.

(Print or type the names underneath all signatures.)

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. 1/31/2017)

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.

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

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.

3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

6. Construction Progress Schedule

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

7. Site Investigation and Conditions Affecting the Work

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

- reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

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

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 requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

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

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

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

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

12. Permits and Codes

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

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

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

13. Health, Safety, and Accident Prevention

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of Construction

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

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

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

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

23. Warranty of Construction

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

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required on this contract within _____ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

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

27. Payments

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

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
 - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

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

28. Contract Modifications

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

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

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

32. Default

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

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ _____ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

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

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

34. Termination for Convenience

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

35. Assignment of Contract

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

36. Insurance

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

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

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

37. Subcontracts

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

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

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

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

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

- (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

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

46. Labor Standards - Davis-Bacon and Related Acts

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

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

47. Non-Federal Prevailing Wage Rates

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

48. Procurement of Recovered Materials.

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

AMENDMENTS TO GENERAL CONDITIONS

The following paragraphs of the General Conditions of the Contract for Construction HUD FORM 5370 are to be amended as indicated.

1. DEFINITIONS:

Subparagraph 1i. shall read as follows:

The term "Specifications" when used in these General Conditions means the Project Manual.

The Project Manual includes the Invitation for Bid, Instructions to Bidders, Bid Form, Bid Bond and other bidding forms. The Project Manual includes the List of Drawings, Form of Contract, Performance and Payment Bond, General Conditions of the Contract for Construction (HUD-5370), Amendments to the General Conditions, Special Conditions, Wage Determinations, the General Requirements and the Technical Specifications.

20. INSPECTION AND ACCEPTANCE OF CONSTRUCTION

Subparagraph 20(j) shall read as follows:

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. Attached to this notice, the Contractor shall prepare and submit to the Contracting Officer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. The Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the PHA can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before the Work is considered substantially complete, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect. 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.

SPECIAL CONDITIONS

AFFIRMATIVE ACTION PLAN

The contractor shall comply with the requirements of Federal Executive Order 11246 with regard to documentation of Affirmative Action taken to assure equal opportunity in employment. The Contractor shall also comply with the requirements of the hiring practices of MBE/WBE and Section 3 personnel.

COMMUNICATIONS

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing to the Authority.

Unless the Contractor hereafter receives the Authority's written direction to the contrary, all communications to be delivered to a party shall be regarded as delivered when personally delivered to the party at the office identified in the Contract Documents, deposited in the United States mail, postage-prepaid, or delivered, pre-paid, to a telegraph company for transmission to the party at that office. For purposes of this provision, the Contractor's designated office is the office identified on the signature page of the Contract. The Authority or the Contractor may change its designated office for purposes of this provision by giving reasonable written notice to the other parties.

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 the case of telegrams, at the time of actual receipt.

ACCESS

The Contractor shall exercise extreme care at all times, to avoid fire and accident hazards. It shall be the Contractor's responsibility to keep the public streets and walks clear of dust and debris and to maintain conditions entirely acceptable to the Authority at all times. Upon completion of work specified, all debris, equipment and unused materials provided for the work shall be removed from the sites and the premises shall be cleaned to the satisfaction of the Authority.

SIGNS

Subject to prior approval of the Authority as to size, design, type, location, and local regulations, the Contractor and his/her subcontractors may erect temporary signs for the purposes of identification. The Contractor shall also furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.

WORK WEEK

The Authority's regular workweek is from Monday to Friday. The hours of work are from 8:00 A.M. to 5:00 P.M.

WORK DURING AUTHORITY HOLIDAYS, WEEKENDS OR WHILE THE AUTHORITY IS CLOSED

The Contractor shall not be allowed to work at any time other than the Authority's normal working hours unless the following conditions are met:

- a. Prior approval is granted by the Authority. It is at the sole discretion of the Authority whether to allow the Contractor to conduct work while the Authority is closed.
- b. No work is to be covered or concealed while the Authority is closed. Prior to concealing work performed while the Authority is closed the Contractor shall arrange for an inspection by the Authority.
- c. Work not so inspected shall be cause for the Authority to require such work to be exposed and examined at the Contractor's expense. Unacceptable and/or non-complying work shall be removed, repaired, restored or replaced at the Contractor's expense.
- d. Work, which must remain exposed, shall be temporarily protected in accordance with the Contract Documents. Work, which may be a threat to the health and safety of the public, shall not be left unprotected.
- e. Reimbursement of the Authority's inspection costs. If the Authority deems it necessary or if requested by the Contractor, the Authority may provide full time inspection services during the time that the Authority is closed. The cost for these services shall be reimbursed by the Contractor.

WEATHER DELAYS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section includes the requirements and conditions for the extension of contract time on the basis of weather conditions.

1.02 RELATED SECTIONS

- B. Section 01253- Weather Delay Report

1.03 EXTENSION OF CONTRACT TIME

- C. If the basis exists for an extension of time in accordance with the General Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay days in excess of the number of days listed as the Standard Baseline for that month.

1.04 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

- A. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration [NOAA] and provided by the National Weather Service [NWS]. This precipitation data was derived from readings taken at the Memphis International Airport over a 6 year period beginning January 1, 2001 thru December 31, 2006. The owner has determined this to be a fair and impartial source to use as Standard Baseline of average precipitation for the City of Memphis Tennessee.
- B. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is included in the work and is not eligible for extension of Contract Time.
- C. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<u>12</u>	<u>11</u>	<u>8</u>	<u>7</u>	<u>7</u>	<u>6</u>	<u>7</u>	<u>5</u>	<u>4</u>	<u>5</u>	<u>5</u>	<u>11</u>

1.05 ADVERSE WEATHER AND WEATHER DELAY DAYS

- A. Adverse weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
 1. Precipitation (rain, snow, or ice) in excess of one-tenth (0.10”) liquid measure.
 2. Temperatures which do not rise above (32) degrees F. by 10:00 a.m.
 3. Standing snow in excess of one inch (1.00”).
- B. Adverse weather may include, if appropriate, “dry-out” days when the following conditions are met:

4. for rain days above the standard baseline;
 5. Only if there is a hindrance to site access; work on the envelope of the building such as masonry or roofing; site work such as excavation, backfill, or footings; site improvements such as paving.
 6. At a rate no greater than one (1) make-up day for each day or consecutive days of rain beyond the Standard Baseline that total one inch (1.0") or more, liquid measure.
- C. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the Contractor's scheduled work day.

1.06 Documentation and Submittals;

A. Weather Delay Report

1. Use a copy of the Weather Delay Report– Section 01253, indicating for each calendar month the days on which demolition activity affecting the critical path of the work was prevented by weather conditions. Mark the column for the general cause; and under "Specifics", indicate corresponding measurement of precipitation, temperature, wind or other influencing factors and the construction activity that was scheduled and delayed. As the end of the month, add up the number of days delay, subtract the baseline number given in Section 01252, and show the resulting claimable days. Submit a copy of the completed report along with the next application for payment and subsequent claim for time extension. Claims for time extension based upon weather delays will be denied if a submitted report does not corroborate the claim or if no report was submitted when it was required in accordance with this paragraph.
- B. Submit daily job site work logs showing which and to what extent construction activities have been affected by weather on a monthly basis.
- C. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by designer at beginning of project.
- D. Use Standard Baseline data provided herein when documenting actual delays due to weather in excess of the average climatic range.
- E. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods; submit in accordance with the procedures for Claims & Submittals.
- F. If an extension of the Contract time is appropriate, it shall be implemented in accordance with the provision of Article 7 of the Conditions, and the applicable General Requirements.

WEATHER DELAY REPORT

01253-1

Project Number and project name	Month and Year reported below

Day of month	"X" if Work delayed by this cause				Specifics
	Precip	Temp	Wind	Dryout	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
	Total number of days this month with delay due to weather				
	Baseline number from Section 01252				
	Total - Baseline = claimable days				

END OF SECTION

2024 MHA Holidays

<u>Holiday Name</u>	<u>Date</u>	<u>Day Observed</u>
New Year's Day	January 1, 2024	Monday
Martin Luther King JR Birthday	January 15, 2024	Monday
President's Day	February 19, 2024	Monday
Good Friday	March 29, 2024	Friday
Martin Luther King JR Memorial	April 4,2024	Thursday
Memorial Day	May 27, 2024	Monday
Juneteenth	June 19, 2024	Wednesday
Independence Day	July 4, 2024	Thursday
Labor Day	September 2, 2024	Monday
Veteran's Day	November 11, 2024	Monday
Thanksgiving Day	November 28, 2024	Thursday
Christmas Day	December 25, 2024	Wednesday

WAGE DETERMINATIONS

Current Department of Labor Wage Determinations for the Memphis Housing Authority are as stated on the following pages:

Non-Routine Maintenance Wage Rates: HUD Form 52158

Maintenance Wage Rate Determination	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (04/2005)
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Agency Name: MEMPHIS HOUSING AUTHORITY	LR 2000 Agency ID No: TN055A	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input checked="" type="checkbox"/> Nonroutine Maintenance
	Effective Date: JULY 01, 2018	Expiration Date: JUNE 30, 2020

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

Alfreida S. Doe Contract Industrial Relations Specialist HUD Labor Relations (Name, Title, Signature)	August 30, 2018 Date
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WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Electrician	23.79	
Carpenter	17.00	
Plumber	20.97	
Laborer (Non-Skilled)	10.92	
Power Equipment Operator (Semi-skilled)	14.60	
Truck Driver (Semi-skilled)	13.07	
Painter (Skilled)	15.37	
Roofer (Semi-skilled)	14.60	
Cement Mason	15.37	
Concrete Finisher	15.37	
Sheet Metal Worker	20.02	
HVAC Duct (Skilled)	20.02	
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> _____ LR Staff Initial

	FOR HUD USE ONLY LR2000: Log in: IAM-0022 Log out: OAM-105
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<u>CLASSIFICATION (Skilled)</u>	<u>Wage Rate</u>
ELECTRICIAN	\$23.79
CARPENTER	\$17
PLUMBER	\$20.97
<u>LABORERS (non-skilled)</u>	\$10.92
COMMON/GENERAL	
LANDSCAPE	
FLAGGER	
PIPELAYER	
MASON TENDER/BRICK	
ROOF TEAROFF	
<u>POWER EQUIPMENT</u>	
<u>OPERATOR (Semi-Skilled)</u>	\$14.60
BACKHOE/TRACKHOE	
BULLDOZER	
ASPHALT PAVER	
BOBCAT/ROLLER	
ASPHALT	
BOBCAT/SKID	
LOADER	
FORKLIFT	
<u>TRUCK DRIVER (Semi-Skilled)</u>	\$13.07
DUMP TRUCK	
MATERIAL TRUCK	
PICK UP TRUCK	
<u>PAINTER (Skilled)</u>	\$15.37
<u>ROOFER (Semi-Skilled)</u>	\$14.60
CEMENT MASON/	\$15.37

(Skilled)	
CONCRETE FINISHER (Skilled)	\$15.37
SHEET METAL WORKER (Skilled)	\$20.02
HVAC DUCT (Skilled)	\$20.02

Periodic Estimate for Partial Payment

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

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

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

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

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

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
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Location of Project	Project Number
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Name of Contractor	Contract Number
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Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$

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

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

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

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

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

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

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

Certification of the Contractor or Duly Authorized Representative

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

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

1. Original Contract Amount \$ _____

Approved Change Orders:

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

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

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

Computation of Balance Due this Payment

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

Completed Under Approved Change Orders

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

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

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

9. **Less:** Retainage, _____ % \$ _____

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

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

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

Value of Materials Properly Stored

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

14. **Less:** Allowed last period \$ _____

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

16. **Balance Due This Payment** \$ _____

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

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

Certificate of Authorized Project Representative and of Contracting Officer

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

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

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

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

Schedule of Amounts for Contract Payments

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

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

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

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

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

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

Name, Address, and Zip Code of Contractor

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

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

Approved for Architect by	Title	Date (mm/dd/yyyy)
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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
	Bond	20	Rough Carpentry		Site Improvements
21	General Conditions \1	21	Metal Bucks	44	Retaining Walls
	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	23	Weatherstripping	46	Sanitary Sewers
	General Excavation	24	Lath & Plastering-Drywall	47	Water Distribution System
	Footing Excavation	25	Stucco	48	Gas Distribution System
	Backfill	26	Finish Carpentry	49	Electrical Distribution System
	Foundation Piles & Caissons	27	Finish Hardware	50	Street & Yard Lighting Fire &
	Concrete Foundations	28	Glass & Glazing	51	Police Alarm System Fire
	Concrete Superstructures	29	Metal Doors	52	Protection System Street
	Reinforcing Steel	30	Metal Base & Trim	53	Work
	Waterproofing & Dampproofing	31	Toilet Partitions	54	Yard Work
22	Spandrel Waterproofing	32	Floors	55	(Other)
	Structural Steel	33	Painting & Decorating	56	(Other)
	Masonry	34	Screens		Equipment
	Stonework	35	Plumbing	57	Shades & Drapery Rods
	Miscellaneous & Ornamental Metal	36	Heating	58	Ranges
1	Metal Windows	37	Ventilating System	59	Refrigerators
	Roofing	38	Electrical	60	Kitchen Cabinets & Work Tables
	Sheet Metal	39	Elevators	61	Laundry Equipment
		40	Elevator Enclosures—Metal	62	(Other)
		41	Incinerators—Masonry & Parts		Punch List \2
		42	(Other)	63	Lawns & Planting
		43	(Other)	64	

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

Schedule of Change Orders

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

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

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

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

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

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

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

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

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

Schedule of Materials Stored

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

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

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

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

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

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
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Name and Location of Project	Project Number
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Name of General Contractor	Contract Number
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Name of Subcontractor	Subcontract Number
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Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
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Amount Carried Forward \$

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

Total Amount or Amount Carried Forward \$

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



FORM OF CONTRACTOR'S CERTIFICATE AND RELEASE

CERTIFICATE AND RELEASE

FROM: (NAME OF CONTRACTOR TBD)
(Name of Contractor)

TO: Memphis Housing Authority
(Name of Owner)

REFERENCE: CONTRACT NO.: CI 21 B 00606

BETWEEN THE MEMPHIS HOUSING AUTHORITY
(Name of Owner)

OF: MEMPHIS TENNESSEE
(City) (State)

HEREINAFTER CALLED THE LOCAL AUTHORITY,

AND: NAME OF CONTRACTOR TBD
(Name of Contractor)

OF: MEMPHIS TENNESSEE
(City) (State)

HEREINAFTER CALLED THE CONTRACTOR,

FOR: Renovation of MHA High Rise Dwelling Units at Jefferson Square and Borda Towers, Memphis, Tennessee.

LOCATED IN Memphis Tennessee
(City) (State)

K N O W A L L M E N B Y T H E S E P R E S E N T S :

1. The undersigned hereby certifies that there is due and payable under the contract and duly approved Change Orders and modifications the undisputed balance of \$ 0.00.

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1 hereof there are outstanding and unsettled the following items which he claims are just and owing by the Local Authority to the Contractor:

- (a) NONE
- (b) NONE

(c) NONE

(Itemize claims and amounts claimed. If none, so state).

3. The undersigned further certifies that all work required under this contract including work required under Change Order numbers 1&2 has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Sub-Contractors were in conformity with the contract provisions relating to said wage rates.

4. Except for the amount stated in paragraphs 1 and 2 hereof the undersigned has received from the Local Authority all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.

5. That in consideration of the payment of the amount stated in paragraph 1 hereof the undersigned does hereby release the Local Authority from any and all claims arising under or by virtue of this contract except the amounts listed in paragraph 2 hereof; provided, however, that if for any reason the Local Authority does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor further certifies that upon payment of the amounts listed in paragraph 1 hereof, he will release the Local Authority from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the Local Authority may request.

6. The undersigned further certifies that neither he/she nor any of its agents, employees or representatives, in order to procure payment hereunder, nor has the undersigned, its agents, employees or representatives, paid any funds or given other valuable consideration to any Local Authority employee, agent or representative to procure payment of sums requested herein.

I am aware of and fully understand that the making of a false statement is a crime punishable under 18 U.S.C. Section 1001 and applicable provisions of the Tennessee Code Annotated.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 2018.

(SEAL)

(Name of Contractor)

(Signature and Title of Officer)

_____, being first duly sworn on oath, deposes and
(affiant)

says,

first, that he is the _____ of _____.
(Title) (Name of Contractor)

second, that he has read the foregoing Certificate and Release
by

him subscribed as _____ of
. (Title) (Name of Contractor)

Affiant further states that the matters and things stated
therein are, to the best of his knowledge and belief, true.

(Signature of Affiant)

Subscribed and sworn to
before me this ____ day
of _____, 2018.

(Notary)

My commission expires

(Date)

{MUST BE PLACED ON CONTRACTOR LETTERHEAD}

WAIVER AND RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENT, that the undersigned, _____, in consideration of full payment by the Memphis Housing Authority in the Sum of \$_____ receipt whereof is hereby acknowledged, and other valuable considerations and benefits to the undersigned, do hereby release and quit claim all liens, lien rights, claims or demands of any kind whatsoever which the undersigned now has, or may hereafter have, against certain real estate situated in Shelby County and described as _____, Memphis, Tennessee on account of work and labor performed, and/or materials furnished in, or about the improvements made to said property above described.

BY: _____
(President) (Witness)

SUBSCRIBED BEFORE ME this _____ day of _____, 2011.

(Notary Public)

My commission expires _____.

{MUST BE PLACED ON CONSULTANTS/CONTRACTOR LETTERHEAD}

_____, 2018

Memphis Housing Authority
700 Adams Ave
Memphis, TN 38105

RE:

Gentlemen:

_____, certifies that all labor and material furnished and work performed in conjunction with the referenced project, are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year. This warranty commences on _____, 2018 and expires on _____, 2019.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the owner.

Sincerely yours,

(Name)
(Title)

SECTION 01010 SUMMARY

PART 1 - GENERAL

1.01 PROJECT

- A. Project Name: Renovation, Improvements and Repairs to Montgomery Plaza Dwelling Units – Phase II, Memphis TN

- B. Owner's Name: Memphis Housing Authority

- C. The Project consists of the removal and replacement of kitchen and bathroom plumbing fixtures and components, vent hoods, cabinets, flooring and subflooring, drywall, ceramic tile, lighting installation, electrical upgrades, mechanical and plumbing upgrades, installation of doors and windows, HVAC, exterior concrete, etc.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Firm Fixed Price as described in the Agreement.

- B. Contract Documents consist of the following:
 - 1. Memphis Housing Authority Bidding Requirements and HUD documents
 - 2. Technical Specifications and Drawings

- C. Sections of Division 1 - General Requirements govern the execution of the work of all sections of the specifications.

1.04 OWNER OCCUPANCY

- A. Owner intends to continue to occupy portions of the existing buildings during the entire construction period.

- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

- C. Schedule the Work to accommodate Owner occupancy.

1.05 DESCRIPTION OF WORK

- A. The scope of work is described in the project specifications and on the engineered drawings.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Owner.
 - 3. Use of site and premises by the public.

- B. Provide access to and from site as required by law and by Owner:

- C. Emergency Building Exits during Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily

altered.

- D. Utility Outages and Shutdown: Coordinate with MHA and Others working on site in all instances.

1.07 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01020 ALLOWANCES

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes administrative and procedural requirements governing allowances.
- B. Repair work or additional work in excess of that described in the Contract Documents may be required and authorized by the Owner. When such work is authorized it shall be paid from the allowance quantity.

1.02 SCHEDULE OF ALLOWANCES

- A. **BASE BID**
 - a. \$70,000 for unforeseen conditions for the Base Bid Phase A,
 - b. \$70,000 for unforeseen conditions for the Base Bid Phase B.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 PAYMENT

Payment for allowances will be based on the value of the allowances submitted and the associated work in place. Payment for any work will be taken from the allowance sum. Any unused amounts will be deducted from the Contract value and returned to the Housing Authority.

END OF SECTION 01020

APPLICATION FOR PAYMENT

PART 1 – GENERAL

RELATED DOCUMENTS

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

SUMMARY

This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.

PROGRESS SCHEDULE:

Not more than five (5) days after date established for "the notice to proceed," submit a progress schedule in the format described by the General Conditions, Section 6. Submit three (3) copies of the schedule to the MHA Project Manager.

PAYROLL REPORTS:

The Contractor shall submit one copy of a certified payroll report to the Authority each week during the Contract period. A separate payroll report shall be submitted for the Contractor and each Subcontractor.

Payroll Forms: Contractor's reports shall be submitted on PAYROLL FORM (WH-347) and STATEMENT OF COMPLIANCE FORM (WH-348). Such forms can be obtained from the Government Printing Office, Washington, D.C.

SCHEDULE OF VALUES

General: Prepare schedule of values, as required by paragraph 27(c) of the General Conditions, in coordination with the preparation of progress schedule using FORM: HUD-51000 "SCHEDULE OF AMOUNTS FOR CONTRACT PAYMENTS." Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Breakdown principal subcontract amounts into several line items. Round off to nearest whole dollar, but with total equal to Contract Sum. Submit three (3) copies of schedule of values to Owner's Representative. Proposed schedule of values from the contractor shall be submitted to the Owner's Representative and Owner not more than seven (7) days after the date established for "the notice to proceed."

APPLICATIONS FOR PAYMENT

General: Except as otherwise indicated, sequence of progress payments is to be regular, and each must be consistent with previous applications and payments. It is recognized that certain applications involve extra requirements, including initial application, application at times of substantial completion, and final payment.

Payment Application Times: The "date for each progress payment" is as indicated in the General Conditions.

Payment Application Forms: HUD-51001 "PERIODIC ESTIMATE FOR PARTIAL PAYMENT shall be used for all payment applications. In addition, submit the following forms with the payment application, if applicable:

HUD-51002 "SCHEDULE OF CHANGE ORDERS"

HUD-51003 "SCHEDULE OF MATERIAL STORED"

HUD-51004 "SUMMARY OF MATERIALS STORED"

Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by persons. Incomplete applications will be returned by the Owner's Representative without action. Entries must match current data on the schedule of values, progress schedule and report. Listing must include amounts of change orders issued prior to the first day of the construction period covered by the application. Payment applications must include the form for MBE/WBE reporting and the form for reporting Section 3 participation. The Owner must have also received completed certified payrolls for the contractor and any subcontractors that performed work during the invoice period. Failure to correctly complete the MBE/WBE form, the Section 3 Form or the Certified Payrolls will result in rejection of the invoice.

Initial Application for Payment: The principal administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment are summarized as follows, but not necessarily by way of limitation:

List of subcontractors.

List of principal suppliers and fabricators.

Schedule of Values.

Progress Schedule.

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.

Final Payment Application: The administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment can be summarized as follows, but not necessarily by way of limitation: Completion of requirements of Section 01700 - Project Closeout. The contractor must complete, sign and return the certificate and release form and the waiver and release of lien form included in this manual before MHA will begin processing the final payment.

Application Transmittal: Submit three (3) executed copies of each payment application with the required supporting documentation to the MHA Project Manager.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 01027

SECTION 01121 CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.01 SCHEDULE

- A.** Within 5 calendar days after date of agreement, submit to the Owner the primary schedule defining planned operations for the duration of the construction contract.
- B.** Contractor shall submit Construction Progress Schedule subject to MHA approval, per paragraph 6 (a) of the General Conditions.

C. Preliminary Construction Schedule:

- | | |
|----------------------------------|-----|
| 1. Issuance of Notice of Award | TBD |
| 2. Issuance of Notice to Proceed | TBD |
| 3. Preconstruction Meeting | TBD |
| 4. Substantial Completion | TBD |
| 5. Final Completion | TBD |

D. Contractor's Work Hours:

Work hours are from 8:00 a.m. till 4:30 p.m. on Monday through Friday. Weekend work is not permissible unless authorized by the Owner in writing.

Contractor shall not work on MHA holidays. Reference the MHA Holiday Schedule.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01300 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 PROJECT COORDINATION

- A. Project Coordinator: Memphis Housing Authority.
- B. Cooperate with the Project Manager in allocation of mobilization areas of site; for field offices and sheds, for site and building access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Manager's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Manager for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator
- G. Make the following types of submittals to Owner through the Project Manager:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Owner will schedule a meeting after Notice of Award.

- B. Attendance Required:
 - 1. Owner.
 - 2. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract and Owner.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.

3.02 SITE MOBILIZATION MEETING

- A. Owner will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Contractor's Superintendent.
 - 4. Major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements and occupancy prior to completion.
 - 3. Construction facilities and controls provided by Owner.
 - 4. Temporary utilities provided by Owner.
 - 5. Security and housekeeping procedures.
 - 6. Schedules.
 - 7. Application for payment procedures.
 - 8. Procedures for testing.
 - 9. Procedures for maintaining record documents.
 - 10. Requirements for start-up of equipment.
 - 11. Inspection and acceptance of equipment put into service during construction period.

3.03 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at weekly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Owner, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.
 - 5. Review of submittals schedule and status of submittals.

6. Maintenance of progress schedule.
7. Corrective measures to regain projected schedules.
8. Planned progress during succeeding work period.
9. Maintenance of quality and work standards.
10. Effect of proposed changes on progress schedule and coordination.
11. Other business relating to Work.

E. Provide prior week's daily reports to Owner and Owner at weekly meeting.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 5 days after date of the Agreement, submit preliminary schedule defining planned operations for the duration of the project.
- B. If schedule requires revision after review, submit revised schedule within 3 days of receiving revision comments.
- C. Update progress schedule upon request.
- D. Submit updated schedule with each Application for Payment.

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Owner for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01780 - CLOSEOUT SUBMITTALS.

3.06 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 1. Design data.
 2. Certificates.
 3. Test reports.
 4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Owner's knowledge as contract administrator. No action will be taken.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 1. Project record documents.

2. Operation and maintenance data.
3. Warranties.
4. Bonds.
5. Other types as indicated.

B. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:

1. Small Size Sheets, Not Larger Than 8-1/2 x 11 inches: Submit the number of copies which the Contractor requires, plus five copies which will be retained by the Owner and the Owner.

B. Documents for Information: Submit two copies.

C. Documents for Project Closeout: Make one reproduction of submittal originally reviewed. Submit one extra of submittals for information.

D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Owner.

1. After review, produce duplicates.
2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

A. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.

B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.

C. Apply Contractor's stamp signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

D. Deliver submittals to Memphis Housing Authority at business address.

E. Schedule submittals to expedite the Project, and coordinate submission of related items.

F. For each submittal for review, allow 3 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 Owner review stamps.

I. When revised for resubmission, 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 requirements.

K. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01400 QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References and standards.
- B. Quality assurance submittals.
- C. Mock-ups.
- D. Control of installation.
- E. Tolerances.
- F. Testing and inspection services.
- G. Manufacturers' field services.

1.02 REFERENCES

- A. ASTM C 1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2001.
- B. ASTM C 1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2002.
- C. ASTM C 1093 - Standard Practice for Accreditation of Testing Agencies for Unit Masonry; 1995 (Reapproved 2001).
- D. ASTM D 3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2001.
- E. ASTM E 329 - Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction; 2000b.
- F. ASTM E 543 - Standard Practice for Agencies Performing Nondestructive Testing; 2002.
- G. ASTM E 548 - Standard Guide for General Criteria used for Evaluating Laboratory Competence; 1994.

1.03 SUBMITTALS

- A. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address and telephone number and names of full-time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspections made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection with memorandum of remedies of any deficiencies reported by the inspection.
- B. Design Data: Submit for Engineer's knowledge as contract administrator or for the Owner, for information for the limited purpose of assess conformance with information given and the design concept expressed in the contract documents.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Engineer and to Contractor:
 - 1. Include:

- a. Date Issued
 - b. Project title and number
 - c. Name of inspector
 - d. Date and time of sampling or inspection
 - e. Identification of product and specifications section
 - f. Location in the Project
 - g. Type of test/inspection
 - h. Date of test/inspection
 - i. Results of test/inspection
 - j. Conformance with Contract Documents
 - k. When requested by the Engineer, provide interpretation of results.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.04 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference 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 of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Owner before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Owner shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step-in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Owner before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Field offices.

1.02 TEMPORARY UTILITIES

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. Existing facilities may be used only with expressed written permission of Memphis Housing Authority.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 FENCING

- A. Construction: Contractor's option.

1.06 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.07 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly

condition.

- B. Provide containers with lids. Remove trash from site daily.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.08 FIELD OFFICES

- A. No construction trailer will be permitted.

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

1.10 SECURITY

- A. The Contractor shall coordinate with Owner's security program. Contractor is responsible for the security of his materials, tools and equipment.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01600 PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations and procedures.
- D. Spare parts and maintenance materials.

1.02 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.
- D. Indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

PART 2 – PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, re-installed, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Do not use products having any of the following characteristics:
 - 1. Made using or containing CFC's or HCFC's.
- C. Provide interchangeable components of the same manufacture for components being replaced.
- D. For each product specified, provide one manufacturer/model number/material throughout.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

- B. Products Specified by Naming One or More Manufacturers: Submit a request for substitution, in the format described below.

2.03 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Provide spare parts, maintenance, and extra products of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- B. A request for substitution constitutes a representation that the submitter:
 - 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.
- C. 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.
- D. 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 Owner will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.
- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- H. Prevent contact with material that may cause corrosion, discoloration, or staining.
- I. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- J. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01700 EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Closeout procedures, except payment procedures.

1.02 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.03 COORDINATION

- A. See Section 01100 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new 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.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

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. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or mis-fabrication.

- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.
- G. Verify all relevant existing conditions on site.

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. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ducts and piping to prevent condensation in exposed areas.
- E. Prepare surfaces and remove surface finishes to provide for proper installation of new work and finishes.
- F. Clean substrate surfaces prior to applying next material or substance.
- G. Seal cracks or openings of substrate prior to applying next material or substance.
- H. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Owner.
- B. Notify Owner when work is considered ready for Substantial Completion.
- C. 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.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Owner when work is considered finally complete.
- F. Complete items of work determined by Owner's final inspection.

END OF SECTION

SECTION 01780 CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.

1.02 SUBMITTALS

- A. Project Record Documents: Submit documents to Owner with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Owner will review draft and return one copy with comments.
 - 2. Submit 1 copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Owner comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 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.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.

END OF SECTION

HAZARDOUS MATERIAL PROJECT DESIGN

CONDUCTED AT

MEMPHIS HOUSING AUTHORITY
JEFFERSON SQUARE
BARRY HOMES
BORDA TOWERS
VENSON CENTER
MONTGOMERY PLAZA
MEMPHIS, TENNESSEE

TIOGA PROJECT NO.: 22917.00

June 2018

PREPARED BY



ENVIRONMENTAL
CONSULTANTS

357 NORTH MAIN STREET
MEMPHIS, TN 38103

A handwritten signature in blue ink that reads "Margaret F. Strom". The signature is written in a cursive style and is positioned above a horizontal line.

Margaret F. Strom, QEP, CHMM

President

Asbestos Project Designer

A-PD-113132-67146

FOR REFERENCE ONLY

SECTION 02 2600**HAZARDOUS MATERIALS SUMMARY OF WORK****PART I. GENERAL CONDITIONS – HAZARDOUS MATERIALS MANAGEMENT****1.01 PROJECT BACKGROUND**

- A. The work under this specification may involve the disturbance and/or removal, handling, transportation and/or disposal of hazardous materials to include asbestos containing materials (ACM). This specification is meant to be performance based but provides guidelines for the contractor.
- B. Related Sections and Documents:
 - 1. Section 02 2623 – Removal and Disposal of Asbestos Summary of Work
 - 2. Asbestos Survey (Various on file with Owner and/or Owners Representative)
 - 3. Project Manual: Plans and Specifications
- C. The Contractor shall be responsible for reviewing all specifications, drawings, addenda, survey reports (included by reference to this document) or other information to determine the impact of construction activities on designated or suspect hazardous containing building materials. Such hazards shall include but may not be limited to asbestos containing materials (ACM).
- D. The Contractor shall refer to the related Sections and Documents for details on materials, quantities, locations and work requirements. Should any conflicts exist, the contractor shall base its bid on the higher value scope (i.e. increased quantity/scope of work).
- E. Should the Contractor suspect, encounter or have knowledge of any hazards not listed or described in the contract documents, the Contractor shall be responsible for informing the Owner via the Owner's Representative, immediately and prior to disturbing or causing any action which could result in a release of any suspected or confirmed hazardous material.
- F. The Contractor shall be solely responsible for determining quantities that are actually impacted or may be impacted during the renovation or demolition activities described in the contract documents. It is the responsibility of the Contractor to be knowledgeable of all federal, state or local regulations and requirements and comply with the most stringent portions of those regulations and requirements.

1.02 SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, services, permits, insurance, and equipment which is specified, shown or reasonably implied to perform the following tasks, in accordance with local, state and federal regulations, if these tasks are required as a component of the renovation:
 - 1. The removal and disposal of the following asbestos containing materials, including any existing debris:
 - A. Spray applied ceiling material
 - B. Drywall and Joint Compound Wall Systems
 - C. 9 x 9 and 12x12 Floor Tile & Mastic (all layers to substrate)
 - D. Cove Base and Adhesive
 - E. Glue Dots Located on or Behind Drywall
- B. The Contractor is responsible for all of the necessary items to accomplish this work to include but not be limited to: obtaining and payment for all labor, materials, services, necessary permits, bonding, insurance, and transportation/disposal costs.
- C. The requirements of this Section govern specific aspects of the administration of the Work. The Contractor

is responsible for compliance of his own employees and of his subcontractors with the requirements in this Section.

- B. The Contractor is responsible for all corrections of and changes in the Work, and for any delays resulting from his failure to conform to these requirements, and for all costs arising there from.
- D. The Contractor shall be responsible for all means and methods required to perform the work in accordance with the Contract Documents and within the time limits established in the Contract and this Section.
- E. There will be a Pre-bid Walk-through held at a time and place identified in the Bidding Documents. All Contractors should attend this Pre-bid Walk-through to acquaint themselves with the existing conditions and required scope of work.

1.03 PERFORMANCE OF WORK

- A. Work of the Contractor: The Contractor or subcontractor performing the following work shall be licensed as required to perform construction/asbestos abatement/hazardous material removal in the State of Tennessee.
 - 1. All work performed shall be in accordance with applicable codes and standards, federal, state, local regulations and the specifications and drawings.

1.04 EXISTING SITE CONDITIONS

- A. Existing conditions are reflected correctly to the best of the Owner's knowledge. Should minor conditions be encountered which are not exactly as indicated, modifications to new work shall be made as required at no additional expense to the Owner.
- B. Results of tests of asbestos taken from building materials within the scope of this project are available for review at the office of the Owner or the Owner's Representative. However, the Contractor is cautioned that should interpretations be made, opinions be formed, and conclusions be drawn as a result of examining the test results, those interpretations, opinions and conclusions will be those made, formed and drawn solely by the Contractor.
- C. The Owner and Owner's representative make no representation, warranty, or guaranty that the conditions indicated by the survey reports either are representative of those conditions existing throughout the area, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated may not exist.
- D. The Contractor is advised that the locations of all hazardous materials may not be clearly known and that he shall proceed with caution in all phases of the Work. Additional hazardous materials may be uncovered during the course of the Work and the Contractor may be directed by the Owner or Owner's Representative to include this material in the Work at an agreed upon price.
- E. If additional hazardous materials are identified by the Contractor, the Contractor shall notify the Owner or Owners Representative within 24-hours of identification.
- F. The following hazardous materials are either known or assumed to exist for the purposes of this project:
 - A. Spray applied ceiling material
 - B. Drywall and Joint Compound Wall Systems
 - C. 12x12 and 9 x 9 Floor Tile & Mastic
 - D. Cove Base and Adhesive
 - E. Glue Dots on or Behind Drywall
- G. Existing finishes to remain, must be protected from contamination as a result of the hazardous material removal activities.

- H. It is the intent of the Contract Documents to include the removal of all hazardous materials identified in the Contract Documents. Nothing shall be charged back to the Owner for the Contractor’s failure to include removal and disposal of all items under the Base Bid.
- I. The Contractor shall be responsible for the removing hazardous materials identified in the Contract Documents in accordance with local, state and federal regulations.

1.05 GENERAL APPLICABILITY OF CODES, REGULATIONS, AND STANDARDS

- A. Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.

1.06 CONTRACTOR RESPONSIBILITY

- A. The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor shall hold the Owner and the Owner’s Representative harmless for failure to comply with any applicable work, OSHA air monitoring, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

1.07 DEFINITIONS

- A. **Contractor:** Asbestos Abatement Contractor (TBD)
- B. **Owner:** Memphis Housing Authority
- C. **Owner’s Representative:** Tioga Environmental Consultants, Inc.

1.08 PROJECT CLOSE-OUT

- A. Upon satisfactory completion of the work, the Abatement Contractor shall submit the following documentation in the Project Close-Out Package:

Waste Shipment Manifest for all hazardous building materials disposed of;
 Landfill/Treatment Storage Disposal Facility receipt record;

PART II. EQUIPMENT
 Not Used

PART III. EXECUTION
 Not Used

END OF SECTION

SECTION 02 2623**REMOVAL AND DISPOSAL OF ASBESTOS****PART I. GENERAL CONDITIONS - ASBESTOS ABATEMENT****1.01 SUMMARY**

- A. This section specifies the methods, procedures, and requirements related to the removal and disposal of Asbestos-Containing Material, Asbestos-Containing Construction Material and Asbestos-Containing Waste Material including, but not limited to:
 - 1. Regulatory requirements
 - 2. Submittals
 - 3. Personal protective measures
 - 4. Execution
 - 5. Inspections
 - 6. Waste handling

- B. Related Section:
 - 1. Section 02 2600 – Hazardous Material Summary of Work
 - 2. Asbestos Survey (Various on file with Owner and/or Owners Representative)
 - 3. Project Manual: Plans and Specifications

1.02 SCOPE OF WORK

- A. The proper removal and disposal of the following asbestos containing materials (ACM) if it is to be disturbed as a component of this renovation:
 - A. Spray applied ceiling material
 - B. Drywall and Joint Compound Wall Systems
 - C. 12x12 and 9 x 9 Floor Tile & Mastic
 - D. Cove Base and Adhesive
 - E. Glue Dots on or Behind Drywall

- B. The work of the Contract can be summarized as follows:
 - 1. Section 02 2600, Section 1.02 Paragraph A, subsection 1;
 - 2. Administrative Requirements necessary to execute the Work, including but not limited to: Preparation and delivery of all required submittals;
 - 3. Packaging, transportation and disposal (including all prescribed, implied or otherwise required waste characterization and analysis) of all hazardous and non-hazardous materials and components shown, specified or otherwise implied.

- C. The scope of work below consists of the proper removal of spray applied ceiling material, drywall and joint compound, and Category I and II non-friable asbestos containing materials. All work shall be performed by a licensed asbestos abatement contractor in accordance with applicable federal, state, local regulations and the specifications and drawings.
 - 1. All spray applied ceiling material is to be abated. The Contractor shall follow all requirements for Class I Asbestos Activity, defined herein, and abatement specification 02 2623. The contractor shall be responsible for the removal of all over spray inside/outside of duct work as well as any over spray on building components to including but limited to structural steel, roof deck, duct work, conduit, wiring, wall systems, etc.

2. All drywall and joint compound as identified in the specification drawings that is going to be disturbed as part of the renovation is to be abated following all requirements for Class II Asbestos Activity, defined herein, and abatement specification 02 2623. The contractor shall be responsible for the cleanup and/or removal of any nails or screws holding the drywall that is being removed.
3. All asbestos containing floor tile and mastic is to be abated. The contractor will be required to remove this material within a negative pressure enclosure (Class II activity) in accordance abatement specification 02 2623. **All layers of floor tile and mastic will be removed to substrate. The contract shall prevent any floor tile mastic remover from leaking from the containment and impacting any other spaces adjacent or below the abatement containment area. The contractor shall submit Safety Data Sheets (SDS) of all chemicals proposed for use to the Owners Representative for written approval prior to bringing on the job site.**
4. All cove base and cove base adhesive that is going to be disturbed as part of the renovation is to be abated following all requirements for Class II abatement activity and abatement specification 02 2623.
5. All glue dots that are going to be disturbed as part of the renovation shall be abated following all requirements for Class II abatement activity and abatement specification 02 2623. The glue dots were found behind the drywall and possibly tub surrounds in some areas.

1.03 SUBMITTALS

- A. Provide proof of Contractor's License and Asbestos Certification from the State of Tennessee. Submit proof with Bid.
- B. Personnel Training: At the Pre-construction Meeting, Contractor shall submit (1) declaration certifying that all the Contractor's employees have been adequately trained, and (2) a photocopy of training certificates for each employee from their respective training agency or organization and a copy of the State of Tennessee Asbestos Worker Certification Card.
- C. Respirators: Submit at Pre-construction Meeting manufacturer's certification that the respirators to be used in this Project comply with government/regulatory agency requirements. Contractor's certifications for each employee must clearly state that each employee has been fit tested and properly trained for respirators
- D. Medical Examinations: Submit proof that all persons providing labor and/or professional services who will be entering contaminated areas have had current (less than one year prior to the date of their participation on the Project) medical examinations. Furnish physician's Written Opinion to the Owner's representative at the Pre-construction Meeting, or prior to each person's commencing work on this Project, and for each person subsequently providing labor and/or professional services at the job site for whom a certificate was not initially furnished.
- E. Product Submittals and Substitutions: Comply with pertinent provisions of applicable Sections.
- F. Abatement Product Data: Within ten (10) days after Contractor has received the Owner's Notice of Award, submit manufacturer's catalogue, samples, Safety Data Sheets, (SDS) 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. Submittals are required if the following materials are proposed (not necessarily a complete list.) Do not submit data on products not proposed for this project:
 1. Encapsulant
 2. Surfactant
 3. Glovebags
 4. Adhesives
 5. Solvents/mastic removers

- G. Notifications: Contact the governing regulatory agencies in writing by certified/registered mail or overnight mail service, postmarked or delivered at least ten (10) workdays prior to commencing any disturbance of asbestos. A curtesy notification is required with the SCHD for NESHAP regulated activities.

All notifications shall contain as a minimum the following information:

1. Name, address and telephone number of the Owner including the contact person.
 2. Name, address, EPA numbers, license number and telephone number of the Contractor including the contact person.
 3. Name, address and description of the building, including size, age, and prior use of building.
 4. The type and quantity of friable Asbestos material involved and the description of the Work.
 5. Scheduled starting and completion dates for Abatement Work.
 6. Procedures that shall be employed to comply with the regulations.
 7. The name, address, EPA number and telephone number of the Transporter.
 8. The name and address of the Hazardous Waste Disposal Facility where the Asbestos Waste shall be deposited.
- H. Permits: Submit at Pre-construction Meeting proof satisfactory to the Owner and /or Owner's Representative that all required permits have been obtained. If no permits are required, submit notarized letter stating such.
- I. Waste Transportation: Submit at Pre-construction Meeting the method of transport of Hazardous Materials, including the name, address, EPA ID number, and telephone number of the Transporter(s).
- J. Waste Disposal Facility: Submit for approval at the Pre-construction Meeting the name, address, EPA ID number, and telephone number of the Waste Disposal Facility(s) to be used.
- K. Asbestos Plan: The Contractor shall submit at the Pre-construction Meeting for approval, a detailed plan of the work procedures to be used in the removal, repair, clean-up or encapsulation of materials containing Asbestos. Such a plan shall include:
1. Location of Asbestos Work Areas.
 2. Layout and construction details of Decontamination Enclosure Systems.
 3. Project schedule including important milestones, critical paths and interface of trades involved in the Work.
 4. Personal air monitoring procedures.
 5. Detailed description of the method to be employed in order to prevent the spread of contamination, including negative air equipment calculations.
 6. Names of Superintendent, Foremen, Project Manager and other key personnel, and their day time and emergency telephone numbers.
 7. Security Plan including sketches necessary to clearly describe the plan.
 8. Emergency evacuation plan for injured workers, compressor failure, fire and other emergencies. Include a list of emergency phone numbers and a route map to the nearest medical facility for emergency treatment.
 9. Fire watch Plan (if required) including any sketches necessary to clearly describe the plan.
 10. 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 building's exterior windows or sabotage. Such a plan will focus on how to maintain safety and order when the building is fully occupied by residents, office employees and other building users.
 11. Negative Exposure Assessment(s) (NEA). The Contractor shall provide any NEA to be used along with all air sampling data including the actual lab results from the Laboratory and the Chain of Custody or air sampling from the Contractor used to record the air sampling information.
 12. The Owner's Representative and Owner must approve the Asbestos Plan in writing at least 5 work days before the start of any work.
- L. Equipment Certification: Submit at Pre-construction Meeting manufacturers' certification that vacuums,

negative air pressure equipment filters, and other local exhaust ventilation equipment conform to ANSI Z9.2-1979.

- M. 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's Representative at the Pre-construction Meeting.
- N. Encapsulant manufacturer's certification (when required) that the Contractor is an approved applicator of the encapsulants to be used on this project.

1.04 APPLICABLE REGULATIONS AND PUBLICATIONS:

The publications listed below form a part of these Specifications to the extent referenced. The publications are referred to in the text by the basic designation only.

A. Code of Federal Regulations (CFR) Publications:

29 CFR 1910.132	General Requirements - Personal Protective Equipment
29 CFR 1910.133	Eye and Face Protection
29 CFR 1910.134	Respiratory Protection
29 CFR 1910.145	Specifications for Accident Prevention, Signs and Tags
29 CFR 1910.1001	Asbestos
29 CFR 1926.1101	Asbestos
29 CFR 1910.1020	Access to Employee Exposure and Medical Records
29 CFR 1910.1200	Hazard Communication
29 CFR 1926, All Subparts	Safety & Health Regulations for Construction
40 CFR 61, Subpart A	General Provisions
40 CFR 61, Subpart M	National Emission Standards for Asbestos
40 CFR 763, Subpart E	Asbestos Containing Materials in Schools

B. Tennessee Department of Environment and Conservation Regulations:

1200-03-11-.02	Asbestos
1200-01-20	Asbestos Accreditation Requirements

C. American National Standard Institute (ANSI) Publications:

Z9.2-1979	Fundamentals Governing the Design and Operation of Local Exhaust Systems
Z88.2-1980	Practices for Respiratory Protection

D. U. S. Environmental Protection Agency (EPA):

Pub. No.560/5-85-024	Guidance for Controlling Asbestos- Containing Materials in Buildings, June, 1985.
Pub. No.340-B-94-001	Applicability of Asbestos NESHAP to Asbestos Roofing Removal Operations, Guidance Manual.

E. American Society for Testing Materials (ASTM) Publications:

E 849-82	Safety and Health Requirements Relating to Occupational Exposures to Asbestos
P-189	Specifications for Encapsulants for Friable Asbestos-Containing Materials

F. National Institute of Occupational Safety and Health (NIOSH) Publications:

Manual of Analytical Methods, 2nd Ed., Vol. 1.	
Physical and Chemical Analysis Method (P&CAM):	
Method 239	Asbestos Fibers in Air
Method 7400	Fibers (N1, 3rd Ed., Vol. 1.)

- G. Underwriters Laboratories, Inc. (UL) Publications:
586-77(R1982) Test Performance of High Efficiency, Particulate, Air Filter Units

1.05 DEFINITIONS

- A. **Abatement:** Procedures to control fiber release from Asbestos-Containing building materials. Includes removal, encapsulation, and enclosure.
- B. **Adequately Wet:** A term as defined in -CFR 40 Part 61, Subpart M-, and EPA 340/1-90-019- that means to sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material (ACM), then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wetted.
- C. **Aggressive Sampling:** Air sampling which takes place after final clean-up while the air is being physically agitated to produce a “worst case” situation.
- D. **AHERA:** Asbestos Hazard Emergency Response Act.
- E. **AHERA Accredited Laboratory:** A certification given by the AIHA to an analytical laboratory that has successfully participated in the “Proficiency Analytical Testing” program for quality control as established by the National Institute for Occupational Safety and Health.
- F. **Air Lock:** A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area. (See Decontamination Enclosure System Plan in the Drawing section of this Project Manual)
- G. **Air Monitoring:** The process of measuring the fiber content of a specific volume of air in a stated period of time.
- H. **Air Plenum:** Any space used to convey air in a building or structure. The space above a suspended ceiling is often used as an air plenum.
- I. **Air-Purifying Respirator:** means a respirator with an air-purifying filter, cartridge, or canister that removes specific air contaminants by passing ambient air through the air-purifying element.
- J. **Air Sampling Professional:** The professional contracted or employed to supervise air monitoring and analysis schemes. This individual is also responsible for recognition of technical deficiencies in Worker protection equipment and procedures during both planning and on-site phases of an Abatement Project. Acceptable Air Sampling Professionals include Industrial Hygienists, Environmental Engineers and Environmental Scientists with equivalent experience in Asbestos air monitoring and Worker protection.
- K. **Amended Water:** Water to which a surfactant (chemical wetting agent) has been added to improve penetration into ACM that are being removed.
- L. **Area Monitoring:** Sampling of airborne fiber concentrations within the Asbestos Work Area and outside the Asbestos Work Area which are representative of the airborne concentrations of Asbestos fibers which may reach the breathing zone.
- M. **Asbestos** (29 CFR 1926.1101 Definitions): Includes Chrysotile, Amosite, Crocidolite, Tremolite asbestos, and any of these minerals that has been chemically treated and/or altered.
- N. **Asbestos** (EPA Regulations Definitions): Means fibrous forms of various hydrated minerals including Chrysotile, (fibrous serpentine), Crocidolite (fibrous Riebeckite), Amosite (fibrous Cumingtonite-Grunerite), Fibrous Tremolite, fibrous Actinolite, and fibrous Anthophyllite.
- O. **Asbestos Containing Building Material (ACBM):** Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interstructural members or other parts of a school building (AHERA Definition)
- P. **Asbestos-Containing Material (ACM):** Material composed of asbestos of any type in an amount greater than 1 percent and by weight, either alone or mixed with other fibrous or non-fibrous materials (EPA definition).
- Q. **Asbestos-Containing Waste Material:** Means friable asbestos waste and asbestos waste from control devices (Pollution Control Devices).
- R. **Asbestos Fibers:** Asbestos fibers having an aspect ratio of at least 3:1 and at least 5 micrometers in length.
- S. **Authorized Person:** Any person authorized by the employer and required by work duties to be present in regulated areas. Building/facility owner is the legal entity, including a lessee, which exercises

- control over management and recordkeeping functions relating to a building and/or facility in which activities covered by this standard take place.
- T. **Authorized Visitor:** The Owner's Project Team members, the Owner's Representative, and any representative of a regulatory or other agency having jurisdiction over the Project.
- U. **Bridging Encapsulant:** The application of a non-penetrating sealant over the surface of asbestos containing material to prevent the release of asbestos fibers.
- V. **Category I Non-friable ACM:** Asbestos containing packings, gaskets, resilient floor coverings, and asphalt roofing products containing more than 1% asbestos, which are not capable of being crumbed, pulverized, or reduced to powder by hand pressure when dry. Defined by NESHAP Regulations.
- W. **Category II Non-friable ACM:** All asbestos containing materials not defined by Category I non-friable ACM containing more than 1% asbestos, which are not capable of being crumbed, pulverized, or reduced to powder by hand pressure when dry. Defined by NESHAP Regulations.
- X. **CFR:** Code of Federal Regulations.
- Y. **Class I Asbestos Activity:** Activities involving the removal of thermal system insulation and surfacing ACM and PACM. From OSHA Construction Industry Standard.
- Z. **Class II Asbestos Activity:** Activity involving the removal of ACM which is not TSI or surfacing material. From OSHA Construction Standard.
- AA. **Class III Asbestos Activity:** Repair and Maintenance operations where ACM is likely to be disturbed. From OSHA Construction Standard.
- BB. **Class IV Asbestos Activity:** Maintenance and custodial construction activities during which the employee contact but do not disturb ACM or PACM and activities to clean up dust, waste and debris resulting from Class I, II, or III activities. From OSHA Construction Standard.
- CC. **Clean Room:** An uncontaminated area or room which is a part of the Worker Decontamination Enclosure with provisions for storage of Workers' street clothes and protective equipment.
- DD. **Clearance Sampling:** Air samples collected at the conclusion of an asbestos response action to determine if airborne asbestos fiber concentrations are below those levels acceptable for persons to reoccupy an area.
- EE. **Competent Person:** Defined by OSHA Construction Industry Asbestos Standard as a person who is capable of identifying existing hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective measures to eliminate them.
- FF. **Contained Work Area:** A Work Area which has been Isolated, Plasticized, and equipped with a Decontamination Enclosure System.
- GG. **Contaminated Items:** Any objects that have been exposed to airborne asbestos fibers without being sealed off or isolated.
- HH. **Contract Specifications:** A set of guidelines that a contractor must follow when conducting an asbestos abatement job.
- II. **Critical Barrier:** One or more layers of plastic sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.
- JJ. **Curtained Doorway:** A device to allow ingress or egress from one area to another while permitting minimal air movement between the areas, typically constructed by placing three overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, and securing the vertical edge of the outer two sheets along the opposite vertical side of the doorway (see detail on Decontamination Enclosure System Plan in the Drawing section of this Project Manual.)
- KK. **Decontamination Enclosure System:** A series of connected rooms, with Air Locks or Curtained Doorways between any two adjacent rooms, for the decontamination of Workers and of materials and equipment. A Decontamination Enclosure System always contains at least one Air Lock to the Work Area.
- LL. **Demolition:** The wrecking or taking out of any load-supporting structural member and any related razing, removing, or stripping of asbestos products.
- MM. **Dirty Room:** The last chamber in the Decontamination Unit where workers will either collect equipment when entering a work area, or store equipment and remove protective clothing when exiting the work area. Also known as the Equipment Room.
- NN. **Disturbance:** Activities that disrupt the matrix of ACM or PACM, crumble or pulverize ACM or

- PACM, or generate visible debris from ACM or PACM. In no event shall the amount of ACM or PACM so disturbed exceed that which can be contained in one glove badge or waste bag which shall not exceed 60 inches in length and width.
- OO. **Employee Exposure:** That exposure to airborne asbestos that would occur if the employee were not using respiratory protective equipment.
- PP. **Electrical Systems:** The system of wires, lights, power generation equipment, and related facilities to produce, convey, and utilize electrical power in a building.
- QQ. **Encapsulant** (sealant): A liquid material which can be applied to Asbestos-Containing material and which controls the possible release of Asbestos fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material and binding its components together (penetrating encapsulant).
- RR. **Encapsulation:** All herein-specified procedures necessary to apply an encapsulant to Asbestos-Containing building materials to control the possible release of Asbestos fibers into the ambient air.
- SS. **Enclosure:** A resilient structure, built (or sprayed) around ACM designed to prevent disturbance and contain released fibers.
- TT. **EPA Regulations:** Regulatory standards which cover emissions to the outside environment from a workplace and disposal of hazardous wastes from job sites. These include AHERA, ASHARA and NESHAP.
- UU. **Excursion Limit (EL):** An exposure of airborne concentrations of Asbestos fibers of one fiber per cubic centimeter of air (1f/cc) as averaged over a sampling period of thirty (30) minutes.
- VV. **Equipment Room:** A contaminated area or room that is part of the Worker Decontamination Enclosure with provisions for storage of contaminated clothing and equipment.
- WW. **Equipment Decontamination Enclosure:** That portion of a Decontamination Enclosure System designed for controlled transfer of materials, waste containers and equipment, typically consisting of a Washroom and a Waste Loadout.
- XX. **Fireproofing:** Spray, or trowel applied fire resistant materials.
- YY. **Friable Asbestos Material** (40 CFR, Subpart M Definition): Material that contains more than one percent (1%) Asbestos by weight and that can be broken, crumbled, pulverized, or reduced to powder by hand pressure when dry.
- ZZ. **Fixed Object:** A unit of equipment or furniture or other building component that cannot be detached from the building or can only be detached by destructive methods resulting in irreparable damage to the item.
- AAA. **Glovebag:** Not more than a 60 x 60-inch impervious plastic bag-like enclosure affixed around an asbestos containing material, with glove-like appendages through which material and tools may be handled.
- BBB. **Glovebag Method:** A method with limited applications for removing small amounts of friable Asbestos-Containing material from HVAC ducts, short piping runs, valves, joints, elbows, and other non-planar surfaces in an Isolated (non-contained) Work Area. The glovebag (typically constructed of six [6] mil transparent plastic) has two inward- projecting long sleeve rubber gloves, one inward-projecting waterwand sleeve, an internal tool pouch, and an attached, labeled receptacle for Asbestos waste. The glovebag is constructed and installed in such a manner that it surrounds the object or area to be decontaminated and contains all Asbestos fibers released during the removal process. All Workers who are permitted to use the Glovebag Method must be highly trained, experienced, and skilled in this method.
- CCC. **Ground Fault Interrupter:** A device which automatically de-energizes any high voltage system component which has developed a fault in the ground line.
- DDD. **Hazard Assessment:** The interpretation and evaluation of physical assessment data in order to set abatement priorities and rank areas for response actions. These priorities and ranking are based on anticipated exposure to asbestos fibers.
- EEE. **Heating, Ventilating, and Air Conditioning (HVAC) System:** The system of pipes, ducts, and equipment (air conditioners, chillers, heaters, boilers, pumps, fans) used to heat, cool, move, and filter air in a building. HVAC Systems are also known as mechanical systems.
- FFF. **HEPA Filter:** A high efficiency particulate air (HEPA) filter capable of trapping and retaining 99.97 percent of all monodispersed particles (Asbestos fibers) equal to or greater than 0.3 microns in mass median aerodynamic equivalent diameter.

- GGG. **HEPA Vacuum Equipment:** Vacuuming equipment with a HEPA filter system.
- HHH. **Waste Loadout:** A room in the Equipment Decontamination Enclosure located between the Washroom and an uncontaminated area. The Waste Loadout comprises an Air Lock.
- III. **Isolation:** The sealing of all openings into a Work Area.
- JJJ. **Isolated (non-contained) Work Area:** A Work Area which is Isolated but has not been Plasticized and may or may not be equipped with a Decontamination Enclosure System.
- KKK. **Make-up Air:** Supplied or recirculated air to offset that which has already been exhausted from an area.
- LLL. **Maximum Acceptable Level:** An exposure of airborne concentrations of fibers of 0.01 fibers per cubic centimeter of air at any time. This level is a contractual standard for this Project.
- MMM. **Miscellaneous Material:** Interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation (AHERA Definition)
- NNN. **Moveable Object:** A unit of equipment, furniture or other building component that is detached or can be detached from the building without destructive methods or results.
- OOO. **Negative Pressure:** An atmosphere created in a work area enclosure such that airborne fibers will tend to be drawn through the filtration system rather than leak out into the surrounding areas. The air pressure inside the work area is less than that outside the work area.
- PPP. **Negative Air Pressure Equipment:** A portable local exhaust system equipped with HEPA filtration and capable of maintaining a constant, low velocity air flow into contaminated areas from adjacent uncontaminated areas.
- QQQ. **NESHAP:** National Emission Standards for Hazardous Air Pollutants – EPA Regulation 40 CFR Subpart M, Part 61.
- RRR. **NIOSH:** The National Institute for Occupational Safety and Health which was established by the Occupational Safety and Health Act of 1970. The official approving agency for respiratory protective equipment which tests and certifies respirators.
- SSS. **Nonfriable Asbestos-Containing Material:** Material that contains more than one (1) percent Asbestos by weight in which the fibers have been locked in by a bonding agent, coating, binder, or other material so that the Asbestos is well bound and will not release fibers during any appropriate end-use, handling, demolition, storage, transportation, processing, or disposal.
- TTT. **OSHA:** The Occupational Safety and Health Administration which was created by the Occupational Safety and Health Act of 1970; serves as the enforcement agency for safety and health in the workplace environment.
- UUU. **Owner:** Memphis Housing Authority
- VVV. **Owner's Representative:** Tioga Environmental Consultants, Inc.
- WWW. **PACM:** Presumed Asbestos Containing Material means thermal system insulation and surfacing material found in buildings constructed not later than 1980.
- XXX. **Permissible Exposure Limit (PEL):** An airborne concentration of asbestos, Tremolite, Anthophyllite, Actinolite, or a combination of these minerals in excess of 0.1 fibers per cubic centimeter of air as an eight (8) hour time-weighted average (TWA), as determined by OSHA Regulations
- YYY. **Personal Monitoring:** Sampling of Asbestos fiber concentrations within the breathing zone of an Asbestos Worker.
- ZZZ. **Phase Contrast Microscopy (PCM):** An optical microscopic technique used for the counting of fibers in air samples, but which does not distinguish fiber types.
- AAAA. **Plasticize:** To cover floors, walls and other structural elements of a Work Area with plastic sheeting as herein specified with all seams securely taped.
- BBBB. **Plenum:** A horizontal space designed to transport air in a building. Plenums are commonly the space between a dropped ceiling and the floor above.
- CCCC. **Regulated Area:** An area established by the employer to demarcate areas where airborne concentrations of asbestos exceed (or there is a reasonable possibility they may exceed) the permissible exposure limit.
- DDDD. **Regulated Asbestos Containing Material (RACM):** As defined by the NESHAP Regulations, RACM includes: a) Friable asbestos material, b) Category I non-friable ACM that has become friable, c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or d) Category II non-friable ACM that has a high probability of becoming or has become

- crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.
- EEEE. **Removal:** All herein-specified procedures necessary to remove Asbestos-Containing materials from the designated areas and to dispose of these materials at an acceptable site.
- FFFF. **Safety Data Sheets:** Written or printed material concerning a hazardous chemical which is prepared in accordance with specific guidelines.
- GGGG. **Shower Room:** A room between the Clean Room and the Equipment Room in the Worker Decontamination Enclosure with hot and cold or warm running water, and suitably arranged for complete showering during decontamination. The Shower Room comprises an Air Lock between contaminated and clean areas.
- HHHH. **Surfacing Material:** Material that is sprayed-on, troweled -on or otherwise applied to surfaces. Examples: acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, etc. (AHERA Definition)
- IIII. **Surfactant:** A chemical wetting agent added to water to reduce surface tension and improve penetration.
- JJJJ. **Transmission Electron Microscopy (TEM):** A method of microscopic analysis which utilizes an electron beam that is focused onto a thin sample. As the beam penetrates (Transmits) through the sample, the difference in densities produces an image on a fluorescent screen from which samples can be identified and counted. Used for analyzing air samples for asbestos.
- KKKK. **Washroom:** A room between the Work Area and the Waste Loadout in the Equipment Decontamination Enclosure System where equipment and waste containers are decontaminated. The Washroom comprises an Air Lock.
- LLLL. **Wet Cleaning:** The process of eliminating Asbestos contamination from building surfaces and objects by using cloths, mops, or other cleaning tools which have been dampened with water, and by afterwards disposing of these cleaning tools as Asbestos- contaminated waste.
- MMMM. **Work Area (Also known as "Regulated Area"):** Designated rooms, spaces, or areas of the Project in which Asbestos Abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A Contained Work Area is a Work Area which has been Isolated, Plasticized, and equipped with a Decontamination Enclosure System. An Isolated (non-contained) Work Area is a Work Area which is isolated but has not been Plasticized and may or may not be equipped with a Decontamination Enclosure System.
- NNNN. **Worker Decontamination Enclosure System:** That portion of a Decontamination Enclosure System designed for controlled passage of Workers, and other personnel and Authorized Visitors, typically consisting of a Clean Room, a Shower Room, and an Equipment Room.

1.06 ADMINISTRATION OF THE CONTRACT

- A. All Work is to be performed under the scrutiny of the Owner's Representative, who shall be free to review all Work

1.07 SAFETY

- A. Submit at the Pre-construction Meeting written procedures for evacuation of injured Workers. Aid for seriously injured Workers shall not be delayed in order to comply with standard decontamination procedures. It is the responsibility of the Contractor to decide if the seriousness of the injury warrants noncompliance with the standard decontamination procedures.
- B. The Contractor is required to notify the Owner's Representative if a safety hazard is identified.
- C. The Contractor and all personnel working for the Contractor shall be trained on and shall comply with the applicable health and safety standards contained at 29 CFR 1910 and 1926 including but not limited to standards for lockout/tagout, scaffolding, ladders, confined space, electrical, and hazardous communication.
- D. The Contractor shall have a comprehensive job safety meeting at the beginning of the project with the Owner's Representative in attendance. The Contractor shall give 72 hours' notice of this job safety meeting.

The Contractor shall thereafter hold tail-gate safety meetings once per week. The Contractor shall keep a record of the topics and persons in attendance. Workers shall each sign an attendance sheet for each safety meeting.

1.08 QUALITY CONTROL

- A. 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. When requirements of reference documents vary, the most stringent requirement shall apply.
- B. Contractor shall have at least one copy each of 29 CFR Part 1910 - Occupational Safety and Health Standards, 29 CFR 1926.1101, 1200-03-11-.02, 40 CFR Part 61, Subparts A & M, and all other pertinent federal, state, and local regulations at his office and at the job site.
- C. 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.
- D. The warning signs required by paragraph (j)(4)(i) of 29 CFR 1910.1001 shall bear the following legend:

DANGER
ASBESTOS
MAY CAUSE CANCER
CAUSES DAMAGE TO LUNGS
AUTHORIZED PERSONNEL ONLY

- E. Area Monitoring shall be performed by the Owner's Representative, which will conduct air sampling of the Abatement Project (1) outside the building, (2) immediately outside the Work Area, (3) in the Work Area, (4) negative air exhaust and (5) Work Area Clearance Testing after decontamination operations.
- F. 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. The Contractor shall submit on a daily basis, all personal air monitoring data received. In no event shall results be submitted more than 2 working days from the day of collection.

PART II. WORKER PROTECTION

2.01 TRAINING PROGRAM

- A. Each employee shall receive training in the proper handling of materials that contain Asbestos, including all aspects of work procedures and protective measures, use of protective clothing and respiratory protection, on use of showers, on entry and exit procedures from Work Areas and in OSHA regulations. All workers who are scheduled to use the Glovebag Method must be highly trained, experienced and skilled in this method. Each employee shall also understand the health implications and risks involved, including the illness possible from exposure to airborne Asbestos fibers and the increased risk of lung cancer associated with smoking cigarettes and Asbestos exposure, understand the use and limits of the respiratory equipment to be used, and understand the purpose of medical surveillance and the monitoring of airborne quantities of Asbestos as related to health and respiratory equipment. The training program shall comply with federal, state or local regulatory requirements.
- B. Emergency evacuation procedures to be followed in the event of worker injury, fire, power failure, etc. shall be included in Worker Training program.

2.02 MEDICAL SURVEILLANCE REQUIREMENTS

- A. Before exposure to airborne Asbestos, the Contractor will provide each employee performing labor or professional services at the Project site with a current comprehensive medical exam, including a history of respiratory and gastrointestinal diseases, meeting the general definition outlined in 29 CFR 1910.1101, and State of Tennessee Regulations governing asbestos. The medical report shall contain a statement from the examining physician that the employee can (or cannot) function normally wearing a respirator or that the safety or health of the employee or other employees will or will not be impaired by his use of a respirator. No employee will be allowed to enter the Work Area without having first provided a copy of their Medical Examination, to the Owner's Representative and until the submitted medical has been approved by the Owner's Representative.
- B. The requirement for medical certification must have been satisfied within the last 12 months. The same medical examination shall be given on an annual basis to employees engaged in an occupation involving asbestos and within 30 calendar days before or after the termination of employment in such occupation.
- C. Information Provided to the Physician

The Contractor shall provide the following information in writing to the examining physician:

- 1. A copy of State of Tennessee Asbestos Regulations
- 2. A description of the affected employee's duties as they relate to the employee's exposure;
- 3. The employee's representative exposure level or anticipated exposure level;
- 4. A description of any personal protective and respiratory equipment used or to be used; and
- 5. Information from previous medical examinations of the affected employee that is not otherwise available to the examining physician.

2.03 PERSONAL PROTECTIVE EQUIPMENT

- A. Work clothes shall consist of disposable full-body coveralls, head covers, boots, rubber gloves, safety shoes or equivalent. Sleeves at wrists and cuffs at ankles shall be secured. Fire retardant full-body coveralls are required in areas of open flame, or where required by local regulations.
- B. Eye protection and hard hats shall be available as appropriate or as required by applicable safety regulations.
- C. Provide Authorized Visitors with suitable protective clothing, headgear, eye protection, and footwear whenever they are required to enter the Work Area.

2.04 RESPIRATORS

- A. Respiratory protective equipment shall be NIOSH approved in accordance with the provisions of 40 CFR 84 (July 10, 1995) unless superseded by local regulations with more stringent requirements. Respiratory instructions shall be posted in the Clean Room.
- B. Contractor shall maintain a Respiratory Protection Plan in accordance with 29 CFR 1910.134.
- C. At the sole discretion of the Contractor, use Powered Air Purifying Respirator (PAPR) for the abatement of Asbestos Containing Materials (ACM) until the Contractor statistically establishes the Time Weighted Average airborne concentrations of Asbestos fibers the employees will encounter during each unique work activity. Determine in accordance with 29 CFR 1926.1101 both the 30-minute Excursion Limit and the 8-hour, time-weighted average (TWA) concentration of Asbestos fibers to which employees will be exposed in each Work Area. When the exposure levels are established, the respirators that afford greater protection at the upper confidence level of airborne Asbestos fibers shall be used.
- D. Half-mask or full-face air-purifying respirators with HEPA filters may be worn during the preparation of the Work Area, performance of repair work, use of glovebag techniques and decontamination work, provided Work Area fiber concentrations are less than 1.0 f/cc.

- E. The Contractor shall provide Workers with approved, permanently personally-issued and marked respirators with changeable filters. The Contractor shall provide a sufficient quantity of filters approved for Asbestos so that Workers can change filters during the workday. Filters shall not be used any longer than one (1) workday or whenever an increase in breathing resistance is detected. The respirator filters shall be stored at the job site in the Clean Room and shall be totally protected from exposure to Asbestos before their use.
- F. Workers shall always wear a respirator, properly fitted on the face, in the Work Area, from the initiation of preparation work until all areas have been given written clearance by the Owner's Representative.
- G. Provide at least two (2) extra PAPR respirators when this type of respirator is required. Provide instruction on the use of the above respirators to Authorized Visitors.

2.05 WORKER PROTECTION PROCEDURES - TO BE POSTED IN CLEAN ROOM

Bilingual (English and other appropriate language[s]) Worker Protection Procedures must be posted in the Clean Room. If the primary spoken language of all Workers is English, the bilingual procedures are accepted.

- A. Each Worker and Authorized Visitor shall, upon entering the job site: remove street clothes in the Clean Room or Area and put on a respirator and clean protective clothing before entering the Equipment Room or the Work Area.
- B. All Workers shall, each time they leave the Work Area: remove gross contamination using a HEPA vacuum from clothing before leaving the Work Area; proceed to the Equipment Room and remove all clothing except respirators; still wearing the respirator, proceed naked to the showers; clean the outside of the respirator with soap and water while showering; remove the respirator; thoroughly shampoo and wash themselves.
- C. Following showering and drying off, each Worker shall proceed directly to the Clean Room and dress in their personal clothing. Before reentering the Work Area, each Worker and Authorized Visitor shall put on a clean respirator and shall dress in clean protective clothing.
- D. Contaminated protective clothing and work footwear shall be stored in the Equipment Room when not in use in the Work Area. At appropriate times or upon completion of Asbestos Abatement, dispose of protective clothing and footwear as contaminated waste.
- E. Workers removing waste containers from the Equipment Decontamination Enclosure shall enter the Waste Loadout from outside, wearing a respirator and dressed in clean disposable coveralls. No Worker shall use this system as a means to leave or enter the Decon Area or the Work Area.
- F. The disposable clothing worn outside the Work Area shall be of different color or markings from the disposable clothing worn inside the Work Area.
- G. Workers shall not eat, drink, smoke, or chew gum or tobacco or apply cosmetics while in the Work Area.
- H. Workers and Authorized Visitors with beards or who are unshaven shall not enter the Work Area.

2.06 EMPLOYEE IDENTIFICATION

- A. The Contractor shall furnish an employee roster to the Owner's Representative for each work shift. Each employee shall bring to the job at least two forms of identification, one of which has his/her photograph.

PART III. PRODUCTS

3.01 GENERAL

- A. Contractor shall furnish, provide and utilize the following products in the Work as specified.

3.02 PROTECTIVE COVERING (PLASTIC)

- A. Six (6) mil or four (4) mil polyethylene sheets as required in sizes to minimize the frequency of joints. **For work with elevated fire risks, the protective covering shall be flame retardant.**

3.03 TAPE

- A. Duct Tape 2" or wider, or equal, and capable of sealing joints of adjacent sheets of plastic, and for attachment of plastic sheet to finished or unfinished surfaces of dissimilar materials, and capable of adhering under both dry and wet conditions, including use of amended water.

3.04 DISPOSAL CONTAINERS AND BAGS

- A. Appropriately labeled clear, double six (6) mil sealable polyethylene bags as a minimum.
- B. (If required) Appropriately labeled, sealable, impermeable drum containers.
- C. Bilingual labels (English and other appropriate language[s]) on containment glovebags, waste packages, contaminated material packages and other containers shall be in accordance with EPA, OSHA, DOT and TDEC standards.

3.05 WARNING LABELS AND SIGNS

- A. As required by 29 CFR 1910.1101 and 1200.03-11-.02 and other pertinent state and local regulations, whichever is the most stringent.

3.06 SURFACTANT

- A. Surfactant, or wetting agent, for amending water will be 50 percent polyoxyethylene polyglycol ester and 50 percent polyoxyethylene ether, or equivalent, at a concentration of one (1) ounce per five (5) gallons of water.

3.07 ENCAPSULATING SEALER (if required)

- A. Shall be a penetrating or bridging type, pollution-free, nontoxic, with a Class A fire classification as specified herein. Encapsulants with the ingredient Methylene Chloride are not acceptable. Material shall be flexible when cured, resistant to weathering, oxidation, aging and abuse.
- B. Shall be a water-dispensed coating, insoluble in water when cured and undiluted
- C. Shall have a written certification from the manufacturer that the encapsulant is compatible with the replacement material and will safely withstand temperatures of all surfaces on which the encapsulation will be applied.
- D. The Owner's Representative may at any time take random samples of encapsulant from open containers or spray equipment for testing to insure product quality and compliance with the Specifications.
- E. Encapsulant found not to be in conformance with requirements of these Specifications shall be removed from the site immediately. All areas where the defective encapsulant has been applied shall be resprayed with approved encapsulant or remedied in a manner, including the possibility of removal and replacement

of the subject Asbestos-Containing Material, acceptable to the Owner. Re-encapsulation expense shall be borne by the Contractor.

3.08 TOOLS AND EQUIPMENT

- A. Provide suitable tools for Asbestos removal and encapsulation.
- B. Negative air pressure equipment (abatement enclosures, if required): High-efficiency particulate air (HEPA) filtration systems shall have filtration equipment in compliance with ANSI Z9.2-1979, local exhaust ventilation. No air movement system or air filtering equipment shall discharge unfiltered air outside the Work Area.
- C. To the extent possible, all negative air pressure equipment shall be discharged outside rather than to another part of the building.
- D. Manometer shall have a built-in alarm. Continuous hard copy readout **REQUIRED FOR ABATEMENT ENCLOSURES**.
- E. HEPA Vacuums shall comply with ANSI Z9.2-1979.

3.09 GLOVEBAGS

- A. The glovebag (typically constructed of six [6] mil transparent regulate plastic) has two (2) inward-projecting longleeve rubber gloves, one (1) inward-projecting waterwand sleeve, an internal tool pouch, and an attached labeled receptacle for Asbestos Waste.
- B. Glovebag operations shall conform to the procedures in 29 CFR 1910.1101 and 1200.03-11-.02 and other pertinent state and local regulations, whichever is the most stringent.
- C. Two workers shall be assigned per glovebag removal.

3.10 SOLVENTS/MASTIC REMOVERS

- A. Shall be non-toxic, non-carcinogenic, nonflammable (flash-point in excess of 200° F.), non-reactive with or damaging to materials it will come in contact with and approved for indoor use by regulatory agencies. Provide ventilation of Work Area as required by manufacturer. Vent exhaust to the exterior of the building and in a manner that will not result in adverse effects to other areas of the facility, adjacent facilities or public areas. Solvents shall not be used in areas which food stuffs are stored.
- B. The Contractor shall submit Safety Data Sheets (SDS) for each and every product used on site. Product SDS shall be submitted along with other pre-job submittals prior to commencement of work. No product shall be used or substituted without submitting a current SDS for review and approval by the Owner's Representative.
- C. Mastic removers shall be low odor and not leave any objectionable, noxious or toxic odors after use. The Contractor shall be responsible for ensuring that solvents do not leave odors.

PART IV. EXECUTION

All Class I, II, and III asbestos work shall be conducted within regulated areas. The regulated area shall be demarcated in a manner that minimizes the number of persons within the area and protects persons outside the area from exposure to airborne asbestos. Where critical barriers or negative pressure enclosures are used, they may demarcate the regulated area. Access to regulated areas shall be limited to authorized persons. The Contractor shall ensure that employees do not eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the regulated area. The Contractor may permit smoking in designated areas.

4.01 WORK AREA PREPARATION

- A. Preparation procedures for removal of spray applied ceiling material and all overspray, drywall and joint compound, glue dots, cove base and adhesive, and asbestos floor tile and mastic.
1. Removal of the above or other friable Asbestos-Containing Materials (ACM), unless specified otherwise, shall be executed in a "Contained Work Area".
 2. **HVAC systems shall be shut down. Contractor shall design his Work Area preparation and engineering controls as specified and/or as required to prevent damage to and contamination of the affected HVAC system.**
 3. 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.
 4. 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.
 5. All fixed and movable objects requiring cleaning shall be washed with amended water or cleaned with a HEPA filtered vacuum.
 6. 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.
 7. Ceiling fixtures and exit lights in areas where spray applied ceiling material abatement will occur shall be cleaned, disassemble and removed prior to abatement activity. The work on these fixtures will occur within the negative pressure enclosure to prevent a fiber release during this activity.
 8. In non-ceiling abatement areas, 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. 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, 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 along the perimeter of the floor, openings at floor/wall intersection adjacent to utility shafts and any other in the floor in general that would provide an avenue for water migration. Barriers shall form a seal at vertical walls and at the floor deck above and below.
 - a. **The contractor shall be responsible for any and all wall and surface damage not covered in the contract documents for renovation/demolition. Surfaces shall be left after all abatement in their original condition or better and suitable for paint preparation.**
 10. Work Area (Containment for friable material): Contractor shall cover entire floor, as appropriate, with a minimum of two (2) six (6) mil protective coverings. Cover wall and column surfaces with a minimum of two (2) four (4) mil protective covering. Floor coverings shall extend a minimum of 12" up vertical surfaces and behind wall covers. All seams shall be staggered and securely taped.
 11. Work Area (Containment for floor tile abatement only): After sealing of critical barriers, cover wall and column surfaces with a minimum (4) mil protective covering. Coverings shall extend a minimum of 48" up vertical surfaces to protect walls from mastic removers. All seams shall be staggered and securely taped.
 12. Seal all wall, plumbing, duct and other cavities to prevent Asbestos materials from falling into such cavities during the Work.
 13. 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.

14. 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 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.
15. 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.]
16. Install and maintain temporary emergency exit lighting with battery backup power in all Work Areas (if needed). Work Areas with natural lighting, and no night work to be performed, are exempt from this requirement.
17. 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. 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.
18. 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. 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. 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.
19. **Install and maintain a manometer from the time abatement begins until the Clearance Test has passed in all Work Areas. Provide photocopies (dated & signed) to the Owner's Representative at the start and end of each work shift of monometer readings. In the event readings drop below -0.02 inches of water, the Contractor shall implement corrective actions immediately to ensure containment integrity.**
20. Notify the Owners Representative 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 Owner's Representative authorizes in writing that Work may commence.

4.02 DECONTAMINATION ENCLOSURE SYSTEMS

- A. Decontamination Enclosure Systems (Worker and Equipment) general requirements:
 1. Build suitable wood, metal or PVC framing as described herein and as approved by the Owner's Representative at the submittal stage. 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 Owner's Representative 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.
- B. Decontamination Enclosure System for asbestos abatement work in "Regulated Work Areas" for Class I work, Class II work delineated in 4.01A, above, or where the exposure levels may exceed the permissible exposure limit (PEL) for Asbestos:

1. Construct a Workers' Decontamination Enclosure System contiguous to the Work Area consisting of three totally enclosed chambers to conform with 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 filter when they become clogged. Ensure a supply of 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.
- C. Decontamination Area for asbestos work in "Contained" Work Areas for Class II work (as delineated in 4.01A, above) or where the exposure levels will not likely exceed the PEL for Asbestos:
 1. Construct a Decontamination System consisting of two enclosed chambers as follows for Class II work:
 - a. A Clean Room with an Air Lock of sufficient size to allow workers to change from street clothes to protective clothing. The clean room shall also contain a HEPA vacuum and means to decontaminate respirators and personnel.
 - b. A Dirty Room connected to Clean Room via an Air Lock. The Dirty room shall be of sufficient size to allow removal of protective clothing and dirty equipment prior to entering the Clean Room.

4.03 ASBESTOS REMOVAL –GENERAL

- A. Before removal, Asbestos materials shall be sprayed with Amended Water. The Asbestos materials shall be sufficiently saturated without causing excessive dripping and to prevent ambient emission of airborne fibers, at any time, in excess of 0.01 fibers/cc. 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.
- B. 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 5 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 under negative pressure using HEPA air-filtration devices. 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.
- C. The Contractor shall not remove any asbestos material in one shift than can be cleaned up and properly bagged in labeled 6-mil asbestos bags by the end of the shift. No loose asbestos material may be left in a work area after the end of any shift.
- D. 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.
- E. Asbestos material debris, drippings, splatters, and overspray on surfaces within ceiling cavities and other accessible areas shall be removed in the same manner and cleaned to the degree as specified above.
- F. 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.

- G. Protective packages and drums containing Asbestos materials shall be cleaned and stored in the isolated Waste Loadout 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 carts from the Waste Loadout to the transport. The waste storage area shall be locked at all times when waste is not actively being transported to the storage area.
- H. 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.
- I. The Contractor is responsible for the migration and collection of all water used in the abatement process.
- J. 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.

4.04 SPECIFIC ASBESTOS REMOVAL METHODS

- A. Friable (Class I spray applied ceiling material, and friable ACM/PACM), Class II Materials (Floor Tile/Mastic, Drywall and Joint Compound Wall Systems, Cove Base and Adhesive, and Glue Dots) and other Category I/II Non-Friable Materials
 - 1. Specific Control Methods for Class I Work: spray applied ceiling, drywall and joint compound, and friable ACM/PACM work shall be performed using the following control methods:
 - a. A Competent Person shall supervise the work.
 - b. Negative Pressure Enclosure (NPE) systems: The negative pressure enclosure shall be kept under negative pressure with at least 4 air changes per hours. A minimum of -0.02 column inches of water pressure differential, relative to the outside pressure, shall be maintained and evidenced by manometric measurements. Air movement shall be directed away from the employees and toward a HEPA filtration device. The NPE shall be smoke tested for leaks at the beginning of each shift.
 - c. Decontamination system shall be established and utilized for the duration of the project for entry and exit of personnel, equipment, and waste until final clearance testing is complete.
 - d. Area monitoring of airborne asbestos fibers shall be conducted by the Owner's Representative during the work shift at the Designated boundary limits.
 - e. Personal air monitoring shall be performed by the Contractor for each worker engaged in asbestos handling (removal, disposal, transport and other associated work) at such frequency as specified in the Contractor's air monitoring plan.
 - f. If the concentration of asbestos fibers monitored at any times exceeds 0.05 f/cc or the pre-abatement level, whichever is greater, work shall be stopped and the Owner's Representative shall be notified.
 - g. Spray applied ceiling material: All ceiling material will be removed to the substrate when applied to a concrete deck. For instances when material is applied to a suspended gypsum or plaster system, the entire ceiling system shall be removed as ACM. Supporting structure that can be cleaned such as black iron can be decontaminated and disposed of as Non ACM or recycled.
 - h. The Contractor shall be responsible for the removal of all over spray (regardless of location) associated with the spray applied ceiling material under this contract.
 - i. Drywall and Joint Compound: All drywall and joint compound that will be disturbed as part of the renovation is to be removed down to the studs and disposed of as ACM waste. All nails or screws that fastened the wall system to the studs shall be cleaned or removed and disposed of as ACM waste by the contractor.
 - 2. Specific Control Methods for Class II work: floor tile and mastic, cove base and adhesive, and glue dots. In addition to the requirements for Regulated Areas and friable ACM removal indicated above, the following engineering controls and work practices shall be used:
 - a. A Competent Person shall supervise the work.
 - b. For indoor work, critical barriers shall be placed over all openings to the regulated area. Splash guards shall be installed on walls in all floor tile/mastic removal areas.

- c. For exterior work the contractor shall establish a 20 foot perimeter around the regulated area.
- d. Impermeable drop cloths shall be placed on surfaces beneath all removal activity with the exception of floor tile/mastic removal operations.
- e. Asbestos containing floor tile and mastic: Remove using wet methods in regulated area to avoid contamination of adjacent areas. **All layers of floor tile and mastic will be removed to the substrate.**
- f. Cove Base and Adhesive: Can be removed with drywall and joint compound if the material is in an area where it will be disturbed during demolition/removal.
- g. Glue Dots: Can be removed with drywall and joint compound if the material is in an area where it will be disturbed during demolition/removal.

4.05 DECONTAMINATION OF WORK AREA

- A. Decontamination procedures for "Contained or Regulated" 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 Owner's Representative in advance that the Work Area is ready for Initial Review.
 - 4. Upon proper notification, the Owner's Representative will review the Work Area for general conformance with the Specifications. Any non-conformance of the Work shall be remedied by the Contractor until the Work Area is in compliance, and at the Contractor's expense.
 - 5. Upon passing final Visual Inspection, the Owner's Representative will collect and analyze air clearance air samples. Clearance level for this project will be 0.01 f/cc by PCM analysis (NIOSH 7400 Method). See section 4.07 below.

4.06 ASBESTOS DISPOSAL REQUIREMENTS

- A. Asbestos-Containing Waste Materials shall be packed into approved sealed and labeled protective packaging.
- B. Containers removed from the Waste Load-out 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.
- C. Contractor shall deliver Asbestos-Containing Waste Materials to the pre-designated Waste Disposal Facility in accordance with the guidelines of the EPA and the State of Tennessee.
- D. The Contractor shall notify the Owner's Representative twenty-four (24) hours, in advance, when Asbestos-Containing Waste Materials are to be removed from the site. The Owner's Representative must be present during the removal of Asbestos-Containing Waste Materials from the Work Area. A copy of the Uniform Hazardous Waste Manifest or other document required by State or Local agencies shall be submitted to the Owner's Representative for review and signature prior to transporting Asbestos-Containing Waste Materials to the disposal facility.
- E. 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 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.
- F. The Contractor shall be responsible for the safe handling and transportation of all Waste generated by the

Project of this Contract to the designated Waste Disposal Facility. The Contractor shall bear all costs for all claims, damages, losses, and clean up expenses against the Owner or the Owner's Representative, including but not limited to attorney's fees arising out of or resulting from Asbestos spills on the site or spills in route to the Waste Disposal Facility.

4.07 AIR MONITORING AND TESTING

A. Area Air Monitoring:

1. Throughout removal, and cleaning operations, Area Air Monitoring shall be conducted by the Owner's Representative to ensure that the Contractor's engineering controls and work practices are minimizing worker and public exposures to airborne asbestos fibers. In accordance with applicable codes, regulations, and ordinances. Fiber counting shall be done by PCM using NIOSH Method No. 7400, with the following as minimum daily samplings:
 - a. Inside the work area
 - b. Outside the work area at the DECON entrance
 - c. In adjacent spaces where building occupants are located
 - d. Negative air exhaust
 - e. At the waste loadout (if present)
 - f. Downwind for exterior work at the Regulated Area Boundary.
2. The Owner's Representative shall report the Area Air Monitoring results to the Contractor on the following day. If Area Air Monitoring results are unsatisfactory, the Contractor shall make changes in his engineering controls and work practices to assure compliance with the following standards. Unsatisfactory results are fiber counts within the Work Area in excess of the Maximum Acceptable Level (0.01 fibers/cc) or fiber counts outside the Work Area in excess of the Benchmark.

B. Personal Air Monitoring:

1. The Contractor shall be required to perform 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. 1 Sample shall be taken for each ten (10) workers or a minimum of two (2) workers from the time preparation work is started until the Work Area has passed Clearance Testing.
3. The Contractor shall report Personal Monitoring results to the Owner's Representative 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.

C. Clearance Testing:

1. Clearance criteria for PCM samples will be up to 5 PCM's (dependent of size of regulated area), each of which must be less than 0.01 fibers/cc.
2. If the tests show that the Work Area has not been decontaminated, the Contractor shall repeat the cleaning and encapsulation application until the Work Area is in compliance.

4.08 REIMBURSEMENT OF COSTS OF THE OWNER OR THE OWNER'S REPRESENTATIVE

- A. In the event that reviews and/or Clearance Testing by the Owner's Representative or regulatory agencies shows that the Work Area or any portion of the Work Area is not decontaminated or if the Work is not in conformance with the Contract Documents, the Owner, Owner's Representative will record all time, tests and project-related expenses expended to monitor the Work until the work is in compliance. All time, and expenses recorded by the Owner, Owner's Representative to monitor the above work, and all time, tests and project related expenses incurred by the Owner and Owner's Representative outside the Project Work Days, Work Hours or Contract Time shall, at the discretion of the Owner, be paid for by the Contractor. The Contractor, promptly upon receipt of the billing from the Owner, shall reimburse the Owner at the

normal billing rate of the Owner or the Owner's Representative, or the Owner is authorized to withhold funds from the Contract Sum, for all time spent by the Owner, Owner's Representative for reviews, testing, and other project related expenses when any of the above conditions occur.

4.09 STOPPING THE WORK

- A. If, at any time, the Owner's Representative decides that Work Practices are violating pertinent regulations, these Specifications or, in his opinion, endangering Workers or the public, he will immediately notify the Contractor (followed up in writing) that operations shall cease until corrective action is taken, and the Contractor shall take such corrective action before proceeding with the Work. Loss or Damages due to a Stop Work Order shall be borne by the Contractor.

END OF SECTION