



PROJECT MANUAL

FOR THE DEMOLITION

WESTLAKE PHASE III

Project Number : IFB2023-01

**Located at:
615 Navy Drive
Lakeland, Florida**

**OWNER:
THE HOUSING AUTHORITY OF THE CITY OF LAKELAND
430 Hartsell Avenue
Lakeland, Florida 33815**

Issued:

**The Lunz Group, Architects
58 Lake Morton Drive, Lakeland, Florida 33801
863-682-1882**

**THE HOUSING AUTHORITY OF
THE CITY OF LAKELAND**

Table of Contents

| ATTACHMENT # | DOCUMENT | FORM # |
|---------------------|---|---------------|
| | Project Manual Cover Page | |
| | Table of Contents | |
| 1. a. | Invitation for Bid | |
| 2. a. | List of Required Forms | |
| 3. a. | Instruction to Bidders for Contracts | HUD-5369 |
| b. | Supplementary Instruction to Bidders | |
| c. | Representations, Certifications, and Other Statements | HUD-5369A |
| d. | Certification of Drug-free Workplace | HUD-50070 |
| e. | Statement of Bidder's Qualifications | |
| f. | Reference List | |
| 4. a. | Bid Proposal Form | |
| b. | Non-Collusive Affidavit/Public Entities Crimes Statement | |
| 5. a. | General Conditions for Construction Contracts | HUD-5370 |
| b. | Approval of Subcontractor List | |
| c. | Approval of Material Suppliers List | |
| 6. a. | Request for Payment/General Conditions | |
| b. | Schedule of Amounts for Contract Payments | HUD-51000 |
| c. | Change Order Request | |
| d. | Construction Project Schedule | HUD-5372 |
| e. | Periodic Estimate for Partial Payment | HUD-51001 |
| f. | Schedule of Change Orders | HUD-51002 |
| g. | Schedule of Materials Stored | HUD-51003 |
| h. | Summary of Materials Stored | HUD-51004 |
| i. | General Contractor's Affidavit and Partial Waiver of Lien | |
| j. | Subcontractor's Affidavit and Partial Waiver of Lien | |
| k. | Material Supplier's Affidavit and Partial Waiver of Lien | |
| l. | General Contractor's Affidavit and Final Waiver of Lien | |
| m. | Subcontractor's Affidavit and Final Waiver of Lien | |
| n. | Material Supplier's Affidavit and Final Waiver of Lien | |
| o. | Payroll | |
| 7. a. | Equal Employment Opportunity | EEO-1 |
| b. | Equal Employment Opportunity Certification | HUD-92010 |
| 8. a. | Section 3 Clause | |

| | | |
|-------|--|----------|
| b. | Manpower Utilization Table | |
| c. | Utilization of Section 3 Businesses | |
| d. | Section 3 Compliance Certification | |
| e. | Section 3 Business Form | |
| | | |
| 9. a. | | |
| | Davis Bacon Wage Determination for WestLake Phase III- Demolition Construction Only – FL20230082 01/06/2023 | |
| b. | Davis Bacon Wage Determination for Community Building Construction Only – | |
| c. | Federal Labor Standards Provisions | HUD-4010 |
| | | |
| | | |
| | | |
| | | |



INVITATION FOR BID NO: IFB2023-01

The Housing Authority of the City of Lakeland (also known as the Lakeland Housing Authority of LHA) acting for itself and/or for its various instrumentalities and affiliates will accept sealed bids from Florida-licensed and qualified Demolition, General, and/or Residential Contractors with, at least, five (5) years of relevant experience for the:

WESTLAKE PHASE III DEMOLITION AT 615 Navy Drive, Lakeland, Florida

The project will consist of abatement and demolition of 12 existing residential buildings which include (8) duplex structures and (4) fourplex structures with a total of (32) residential units.

Bid Packages may be requested by emailing Lori Halula-Eyer at: Leyer@lakelandhousing.org. All requests must include: the name of the potential bidder requesting the information, the name of the contact person, and a phone number.

A Bidders' Conference will be held on:

Wednesday March 15, 2023 at 09:00 a.m., Eastern Time, in the LHA Board of Commissioners meeting room, 430 Hartsell Avenue, Lakeland, Florida.

A Bid Bond or Cashier's Check in the amount of five percent (5%) of the amount of the bid must be submitted with the bid.

The Bid—must consist of one original bid signed in blue ink and two photocopies--must be delivered in a **sealed** envelope(s) by **10:00 a.m., Eastern Time, Wednesday March 29, 2023**, to:

**Lori Halula-Eyer. Sr. Program Manager
re: WestLake Phase III Demolition IFB
Lakeland Housing Authority
430 Hartsell Avenue
Lakeland, Florida 33815**

The outside of the sealed envelope(s) **must** indicate the name and address of the Bidder.

Any bid transmitted by facsimile or electronic mail will not be considered. All bids and accompanying material will become the property of The Housing Authority of the City of Lakeland and will not be returned to the bidder.

Submitted bids will be opened and publicly read aloud on Wednesday March 29, 2023, at 10:00 a.m., Eastern Time, in the Board of Commissioner's meeting room of The Housing Authority of the City of Lakeland, 430 Hartsell Avenue, Lakeland, Florida. All interested parties are invited to attend.

The successful bidder will be required to ensure that employees and applicants for employment are not discriminated against because of race, color, religion, disability, gender, or national origin as well as to comply with the requirements of the Davis-Bacon and related labor acts; Section 3 of the Housing and Urban Development Act of 1968; and the Housing Authority's *Section 3 and Minority and Woman Business Enterprise Policy*.

Minority and Woman Business Enterprises (MBE/WBE) and Section 3 firms are strongly encouraged to respond to this and all Housing Authority of the City of Lakeland projects, programs, and services.

THESE DOCUMENTS MUST BE INCLUDED WITH THE SUBMITTED BID IN THE FOLLOWING ORDER. *Please verify your submittal with a checkmark or similar mark.*

- _____ Bid Proposal Form
- _____ Bid Bond or Cashier's Check equal to 5% percent of the total bid amount
- _____ Non-Collusive Affidavit/Public Entities Crimes Form
- _____ Consent of Surety (Original from a surety company stating that it will issue the necessary performance & payments bonds should the bidder enter into a contract with *The Housing Authority of the City of Lakeland*).
- _____ Representations, Certifications and other Statements of the Bidders, HUD Form #5369-A
- _____ References on previously completed projects
- _____ Statement of Bidder's qualifications
- _____ Section 3 Business Form
- _____ Section 3 Compliance Form
- _____ Sub-contractor list and license numbers
- _____ Materials Suppliers List
- _____ Certification of Drug-free Workplace, HUD Form #50070
- _____ This checklist form
- _____ All documents set forth above have been properly executed and notarized, *as required*

LICENSES:

*The Bidder must be currently registered or certified by the **State of Florida** and will need to submit the following:*

- _____ A copy of a valid Florida Demolition, General, or Residential Contractor's License

INSURANCES:

The Bidder must provide proof of:

- _____ General Liability Insurance, *minimum of \$1,000,000* per occurrence
- _____ Auto Insurance, *minimum of \$1,000,000* per occurrence
- _____ Workers' Compensation Insurance, per *State Requirements*

WITHIN (10) TEN WORKING DAYS AFTER AWARD OF THE BID, THE SUCCESSFUL CONTRACTOR MUST SUBMIT THE FOLLOWING:

- _____ 100% Performance Bond in favor of *The Housing Authority of the City of Lakeland*
- _____ 100% Payment Bond in favor of *The Housing Authority of the City of Lakeland*
- _____ Construction Progress Schedule HUD-5372
- _____ Equal Employment Opportunity Certification HUD-92010
- _____ Equal Employment Opportunity Notice
- _____ Manpower Utilization Table
- _____ Utilization of section 3 Project Businesses
- _____ Section 3 Certification attachments
- _____ Certificate(s) of insurance naming *The Housing Authority of The City of Lakeland* as an "additional insured" for each the General Liability and Automotive Liability insurances

**Failure to submit the above proof will result in a disqualification of the bid.
FOR LAKELAND HOUSING AUTHORITY USE ONLY:**

- _____ DBPR Licenses Research
- _____ Cost analysis

**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)

**THE HOUSING AUTHORITY OF THE
CITY OF LAKELAND**

**Supplementary Instructions to
Bidders**

BID DOCUMENTS: Bid documents for the **WestLake Phase III Demolition** include all forms, documents, specifications, and drawings submitted with or referred to by this Bid Package including any amendment or addendum prior to receipt of bids.

OWNER: The Housing Authority of the City of Lakeland (also known as the Lakeland Housing Authority and LHA) is the owner and may herein be referenced to as the Owner.

CONTRACTOR: The Prime Contractor shall be a recognized Contractor who shall bear the complete responsibility for completion of all work as described in these specifications and/or indicated on the drawings.

1. BIDDERS REPRESENTATIONS:

By submitting its Bid, a Bidder represents that the Bidder:

- A. Has read and understands the Bidding Documents and is certifying that its bid is made in accordance therewith.
- B. Has based its bid upon the materials, systems, equipment, and labor required by the Bidding Documents without exception.
- C. Is conversant with all of the construction requirements of the local jurisdiction.
- D. Is providing presumptive evidence that the Bidder has visited the site to thoroughly familiarize itself with the site including, but not limited to, access routes, parking, delivery and storage areas, and compliance of existing conditions with the bid documents. If a potential bidder discovers any condition which deviates from the bid documents, the potential bidder must notify **Lori Halula-Eyer**, Sr. Program Manager/LHA at Leyer@lakelandhousing.org and **Stephen Boyington** at The Lunz Group--stepenboyington@wmb-roi.com--via email prior to Tuesday, March 14, 2023 by 9:00 a.m. Extras will not be allowed for failure to report deviations.
- E. Will comply with the requirements of the Housing and Urban Development (HUD) Act of 1968, Section 3 (2 CFR 200--please see Attachment 8.a through 8.d.) as well as, the Owner's *Section 3 and Minority and Woman Business Enterprise Policy* which can be accessed at: <http://uploads.lakelandhousing.org/MWBE-Section-3-Policy.pdf>.
- F. Will comply with the requirements of the Davis-Bacon Act (please see Attachment 9.a., 9.b., and 9.c.) as well as related labor acts (summarized in Attachment 9.d.)

2. COMMUNICATIONS:

In order to maintain a fair and impartial competitive process, the Owner; The Housing Authority of the City of Lakeland (LHA) and The Lunz Group shall avoid private communication concerning this procurement with prospective bidders during the entire procurement process. Please respect this policy and do not attempt to query any staff of LHA, West Lake Management or The Lunz Group regarding this procurement--other than those individuals specifically identified herein.


Ex parte communication regarding this solicitation is prohibited between any bidder and: any LHA Board of Commissioners member, any of the Owner's or West Lake Management's or The Lunz Group personnel; or any other person serving as an evaluator during this procurement process. A bidder who directly or indirectly contacts any of these referenced individuals regarding this solicitation risks elimination of its bid from consideration. Email correspondence with **Lori Halula-Eyer**, LHA's Sr. Program Manager via Leyer@lakelandhousing.org --does not constitute *ex parte* communication. Oral instructions or information concerning the specifications of this procurement given out by any LHA Board of Commissioners member, LHA, *West Lake Management*, or The Lunz Group employee or agent to a prospective bidder shall not bind the Owner.

3. BIDDERS' CONFERENCE:


A Bidders' Conference will be held on:

Wednesday March 15, 2023 at 09:00 a.m., Eastern Time, in the LHA Board of Commissioners meeting room, 430 Hartsell Avenue, Lakeland, Florida.

Although this is not a mandatory meeting, all potential bidders are *strongly* encouraged to attend this bidders' conference. If a potential bidder is unable to attend the conference but desires an explanation or interpretation of any of the documents included in this Bid Package (e.g., forms, specifications, drawings, etc.), the potential bidder must submit an email inquiry prior to 09:00 a.m., Eastern Time, on Tuesday March 14, 2023 to Leyer@lakelandhousing.org. Receipt of request will be acknowledged.

All questions will be addressed and notes of the conference will be kept. By 6:00 p.m. on Friday March 17, 2023, notes from the conference may be accessed electronically on the **LHA** website at: <https://lakelandhousing.org/Procurement>. 

4. ADDENDUMS:

The Owner reserves the right to modify this Bid Package. Modifications may include, but are not limited to increasing or decreasing any item(s). Notice of any such modification or amendment will be accessible electronically on the **LHA**  website on or before 6:00 p.m., Eastern Time, Friday, March 17, 2023.

The bidder must ascertain the existence of any addendum to its bid as it will be the bidder's responsibility to acquire such documentation.

5. **BIDDING PROCEDURES:**

- A. **Form and Style of Bids:** The Bidder will only submit its bid on the Bid Form provided with this Invitation for Bids (please see Attachment 4.a.). Bids submitted in another format may be rejected as non-responsive. One original bid (clearly marked as "Original") and two copies shall be submitted in duplicate on the form included with these Bidding Documents. All blanks on the bid proposal form shall be filled in by typewriter or manually in ink. **Erasures or changes must be initialed and dated by the person signing the bid.**
- B. **Modification or Withdrawal of Bid:** A Bid **may not** be modified, withdrawn, or cancelled by a Bidder for a period of sixty (60) days following the time and date designated for the receipt of Bids without the written consent of the Owner. Each Bidder agrees to this condition by submitting its Bid.

6. **CONSIDERATION OF BIDS:**

- A. **Validity:** Bids may be held by the Owner for a period not to exceed ninety (90) calendar days from the date of opening bids for the purpose of reviewing the bids and investigating the qualifications of the bidders prior to awarding the contract. During this time, the Owner or its agent reserves the right to obtain clarification of any point in a firm's bid or to obtain additional information necessary to properly evaluate a particular bid. Failure of a bidder to respond to such a request for additional information or clarification could result in rejection of that firm's bid.
- B. **Acceptance or Rejection of Bid:** The Owner reserves the right to accept or reject any and all bids or any part of any bid and to waive any informalities or irregularities in the bid or in the bidding process. Any submitted bid not in compliance with the instructions contained in this Bid Package may not be considered.

Receipt of a bid does not commit the Owner to award a contract, pay any of the costs associated with preparation of the bid, or to reimburse a bidder for any costs incurred prior to the signing of a contract. It is the intent of the Owner to award to the *fully qualified responsible** bidder who offers the *lowest* price, whose bid is *responsive** to this solicitation, and whose bid is most advantageous to the Owner as determined by the sole discretion the Owner.

**(These terms are as defined by the U.S. Department of Housing and Urban Renewal)*

Notwithstanding anything to the contrary in the bid documents, the award of the bid shall not become final and binding on the Owner until: the expiration of any protest period, the execution of the contract by all parties concerned, and the bidder is notified in writing by the Owner to commence work.

- C. **Bid Award:** The award of the Bid will be made in writing by LHA's Contracting

Officer by the week of April 3, 2023.

D. Bonds: Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in Florida. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually, 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.** The most current list of Treasury authorized companies is always available through the Internet at <https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>. In addition, applicable laws, regulations, and application information are also available at the same site.

7. STATE AND LOCAL TAXES AND FILING FEES:

The successful bidder shall secure, maintain, and pay all permits, fees, taxes, and licenses necessary for the proper execution and completion of work.

8. NOTES:

- A. **Begin Date:** The Owner anticipates that the services to be provided under the contract will begin within 30 calendar days after the issuance of a Notice to Proceed
- B. **Completion:** The entire project must be completed and ready for use 45 calendar days after the start date indicated in the Notice to Proceed. The penalty for not completing the project within this timeframe will be \$500.00 per calendar day.
- C. **Disputes:** In case of any doubt or differences of opinions as to the items or service to be furnished hereunder or the interpretation of the provisions of the Bid Package, the decision of the Owner shall be final and binding upon all parties.
- D. **Conflict of Interest:** No City of Lakeland Commissioner or Housing Authority of the City of Lakeland board member or officer or employee shall, during his/her tenure or for one (1) year thereafter have any interest, direct or indirect, in this contract or the proceeds thereof.
- E. **Security and Safety:** The successful bidder shall protect and secure all materials, vehicles, and equipment, and shall assume full responsibility for loss, theft, vandalism, and any other damage for the duration of the contract. The Owner will not assume responsibility for vandalism, theft, fire, and/or personal injury claims arising from or relating to the work to be performed. The successful bidder must exercise extreme caution and safety at all times to protect the work area and to eliminate accidents occurring at the work site.
- F. **Review and Inspection:** The Owner or its designated representative may at its sole discretion and from time to time review and inspect the services provided including but not be limited to: site observations, review of time records, daily and

other logs and records of activities, and supervisor's reports.

- G. **Payment:** Payment shall be made within thirty (30) calendar days after submission of an invoice acceptable to the Owner for the satisfactory performance of the contracted work.

Note: The Owner reserves the right to process only those invoices submitted with corresponding weekly Davis-Bacon certified payroll(s). (A copy of the U.S. Department of Labor, Wage and Hour Division certified payroll form, WH-347, is attached as Attachment 6.q. for reference and convenience.) The Owner will not process any invoice lacking the appropriate certified payroll(s) until the relevant certified payroll(s) is received and approved by the Owner. Also, the Owner is required by the U.S. Department of Housing and Urban Development (HUD) to conduct on-site wage interviews with the small sample of the successful bidder's and sub-contractors' staff using the attached Form HUD-11 (please see Attachment 9.e.) This form is used to confirm certain information contained in the submitted certified payroll form.

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 Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(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 | |

| | |
|--|---|
| THE HOUSING AUTHORITY OF THE CITY OF LAKELAND | Statement of Bidder's Qualifications |
|--|---|

**Statement of Bidder's Qualifications
(The General Contractor)**

ALL QUESTIONS MUST BE ANSWERED and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items requiring additional explanation. **This information may be submitted in a separate sealed envelope marked "Bidder's Qualifications". In the event your bid is not selected for award, this envelope will be returned, upon the Bidder's request, to the Contractor unopened.**

Bidders shall have been an entity in existence for a period of five years. Failure to meet this condition may be grounds for rejection of the bid.

1. Name of Bidder:

2. Permanent main office address.

3. Date organized: _____

4. State incorporated: _____

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

6. Listing of current contracts: (Schedule these, showing nature of the work, gross amount of each contract, anticipated dates for completion, name and telephone number of owner's representative).

| CONTRACT | TYPE OF WORK | GROSS DOLLAR AMOUNT | ANTICIPATED COMPLETION | CONTACT NAME AND PHONE NUMBER |
|----------|--------------|---------------------|------------------------|-------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

7. General type of services usually provided by your company. _____

8. Have you ever failed to complete any work awarded to you? YES NO

If so, where and why

9. Have you ever defaulted on a contract? YES NO

10. List the three (3) most important projects recently completed by your company, stating approximate cost of each, month and year completed, name and telephone number of owner's representative.

| PROJECT | DOLLAR AMOUNT | COMPLETED | CONTACT NAME AND PHONE NUMBER |
|---------|---------------|-----------|-------------------------------|
| | | | |
| | | | |
| | | | |

11. List any similar HUD projects and/or State of Florida projects. Indicate which funding program was being used.

| PROJECT/ SOURCE OF FUNDING | DOLLAR AMOUNT | COMPLETED | CONTACT NAME AND PHONE NUMBER |
|-------------------------------|---------------|-----------|-------------------------------|
| | | | |

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

12. List three previous projects involving specific abatement or demolition certification requirements, and briefly describe what strategies were used to reach compliance.

| PROJECT | DOLLAR AMOUNT | CONTACT NAME AND PHONE NUMBER | COMPLIANCE STRATEGIES |
|---------|---------------|-------------------------------|-----------------------|
| | | | |
| | | | |
| | | | |

13. List your major equipment **available for use** on this contract.

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

14. Background and experience of the principal members of your firm, including the officers and proposed construction superintendent.

15. Has your company been involved in any Abate, Demolition, Design or Construction litigation during the past (5) years? If yes, what has been the outcome?

16. Credit available for administration of this contract, **furnished written evidence**.

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by The Housing Authority of the City of Lakeland?

YES NO

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by The Housing Authority of the City of Lakeland in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, _____.

(Printed Name of Bidder)

By _____

Title _____

State of _____ County of _____

_____ being duly sworn

deposes and says that s/he is _____ of

_____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____ day of _____, 2023.

Signature of Notary Public _____

Commission Expires _____

(Notary seal)

____ Personally Known or ____ Produced the following type of government issued ID _____

| | |
|--|--------------------------|
| THE HOUSING AUTHORITY OF THE CITY OF LAKELAND | BID PROPOSAL FORM |
|--|--------------------------|

Bid For: WESTLAKE PHASE III DEMOLITION

Submitted To: The Housing Authority of the City of Lakeland

1. I, _____, on behalf of the undersigned, represents that the Bidder has inspected the site and is familiar with the work described in the Bid Package, the local conditions affecting the cost of the work, and with the specifications (including, but not limited to, Invitation for Bid, Instructions to Bidders, this Bid Proposal Form, the Bid Bond, the Non-Collusive Affidavit/Public Entities Crime Statement, the Contract, the Performance, and Payment Bond or Bonds, the General Conditions, the Special Conditions, the General Scope of Work, the Technical Specifications and Drawings) and any amendment, if any thereto, as prepared by **The Housing Authority of the City of Lakeland** and on LHA’s web site at: and accordingly proposes to furnish <https://lakelandhousing.org/Procurement> and all labor, materials, services required to construct and complete the project known as the **WESTLAKE PHASE III DEMOLITION** for the **SUM** of

\$ _____.

DEDUCT (Alternate No. 1):

Remove all costs associated with abatement, demolition, haul off and disposal of debris for Unit #'s 093 and 094. The building that previously contained these units was demolish as part of the WestLake Phase II demolition project.

\$ _____

NOTE: **The Housing Authority of the City of Lakeland reserves the right to limit the scope of work to what is indicated in the schedule of values and bid documents in the best interest of Housing Authority of the City of Lakeland.**

2. In submitting this bid, it is agreed and understood that **The Housing Authority of the City of Lakeland** reserves the right to reject any and all bids. If written notice of the acceptance of this bid is mailed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) working days after the contract is presented to the Bidder for signature.

3. Security in the sum of _____ dollars \$ _____, in the form of _____ is submitted herewith in accordance with the specifications.
4. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
5. The bidder represents that he/she () has, () has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he/she () has () has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed sub-contractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)
6. Certification of Non-segregated Facilities. By signing this bid, the Bidder certified that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the Bidder does not permit any employees to perform their services at any location, under the Bidder's control where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that the Bidder will not permit employees to perform their services at any locations, under its control, where segregated facilities are maintained.
7. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract generated from this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
8. The Bidder further agrees that (except where the Bidder *has* obtained identical certifications from proposed subcontractors for specific time periods) the Bidder *will* obtain identical certifications from proposed subcontractors prior to the award of sub-contracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause. The Bidder will retain such certifications in its file, and the Bidder will forward a notice to his proposed subcontractors as provided in the instructions to bidders.
9. The Bidder has received the following Amendments or Addendum receipt of which is hereby acknowledge:

Date

Number

The Bidder agrees to perform all the work described in these described in the Contract Documents.

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

Date: _____, 2023

Name of Company submitting this Bid: _____

Authorized Signature: _____

Printed Name and Title: _____

FEI Number: _____

Mailing address of Bidder: _____

Phone: _____

Email: _____

**THE HOUSING AUTHORITY OF THE
CITY OF LAKELAND**

**Non Collusive Affidavit/Public
Entities Crimes Statement**

Non-Collusive Affidavit

(Company Name)

State of _____

County of _____

I, _____ (company representative) being first duly sworn, deposes and says:
that I am _____ (a partner or officer of the firm, etc.) who is the party making the accompanying bid, that such bid is genuine and not collusive or a sham; that said the said Company named above has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiance or of any other bidder, or to fix any overhead, profit, or cost element or said bid price, or of that of any other bidder, or to secure any advantage against **The Housing Authority of the City of Lakeland** or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

PUBLIC ENTITY CRIMES STATEMENT

By signing this form, the *Bidder* certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs in accordance with: Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35; HUD regulations, 2 CFR 200.320; or by other federal agencies.

The *Bidder* also certifies that it is in compliance with Section [287.017](#) for CATEGORY TWO, Florida to Public Entity crimes. More specifically, the *Bidder* certifies that it acknowledges, and it is in compliance with the following:

A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building

or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Note: Failure to complete these statements as presented may result in the bid or proposal being rejected.

Signature of bidder, if the bidder is an individual.

Signature of Partner, if the bidder is a partnership.

Signature of Officer, if the bidder is a corporation.

State of _____ County of _____

Subscribed and sworn before me this _____ day of _____, 2023.

Signature of Notary Public _____

Commission Expires _____

(Notary seal)

___ Personally Known or ___ Produced the following type of government issued.

ID _____

General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban
Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Applicability. This form is applicable to any
construction/development contract greater than \$250,000.**

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

| 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 | 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 | 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 Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (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.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

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

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** 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

of the work, and that it has investigated and satisfied itself

- (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

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

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

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

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

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

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

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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 **Construction** 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

- (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 **Construction 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

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

accordance with the terms and conditions of the

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

retain ten (10) percent of the amount of progress

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

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than _____ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for 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 **Convenience** 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

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

35. Assignment of Contract

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

36. Insurance

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

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____

[Contracting Officer insert amount] per occurrence.

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

37. Subcontracts

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

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

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

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

- (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/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller 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, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading 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/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller 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/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller 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/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 75 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 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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 **Acts** 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

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 \$27 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. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
 - (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.

() 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.

**THE HOUSING AUTHORITY OF THE CITY OF
LAKELAND**

APPROVAL OF SUBCONTRACTORS LIST

Must Include but not limited to the following:

- 1. insulation
- 2. A/C
- 3. concrete
- 4. plumbing
- 5. electrical
- 6. roofing
- 7. E.I.F.S.

(If none used, so state below)

| NAME & ADDRESS PRIME CONTRACTOR | | CONTRACT DESCRIPTION | |
|---------------------------------|---------|------------------------|------------------------|
| SUBCONTRACTOR NAME: | ADDRESS | ANTICIPATED START DATE | ANTICIPATED COMPLETION |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

NOTE: PRIME CONTRACTORS SHALL NOT PERMIT ANY SUBCONTRACTOR TO START WORK ON THE PROJECT UNTIL THE

SUBCONTRACTOR HAS BEEN APPROVED BY THE ARCHITECT/ENGINEER AND BY THE OWNER.

CERTIFICATION BY PRIME CONTRACTOR: EACH SUBCONTRACTOR LISTED ABOVE HAS ESTABLISHED HIS ABILITY AND RESPONSIBILITY TO PERFORM THE WORK TO WHICH THE SUBCONTRACTOR RELATES. EACH SUBCONTRACTOR HAS BEEN ADVISED OF THE NECESSARY CONTRACT REQUIREMENTS. ALL APPLICABLE PROVISIONS, INCLUDING THOSE CONCERNING LABOR AND EQUAL OPPORTUNITY EMPLOYMENT, INCORPORATED IN MY PRIME CONTRACT FOR THE CONSTRUCTION OF THIS PROJECT WILL BE INCORPORATED IN EACH SUBCONTRACT.

CERTIFICATION BY:

CONTRACTOR

APPROVED BY:

EXECUTIVE DIRECTOR, THE HOUSING AUTHORITY OF THE
CITY OF LAKE LAND

DATE:

**THE HOUSING AUTHORITY OF THE CITY OF
LAKELAND**

**APPROVAL OF MATERIAL SUPPLIERS LIST
(If none used, so state below)**

NAME & ADDRESS PRIME CONTRACTOR:

CONTRACT DESCRIPTION:

| SUPPLIERS NAME | ADDRESS | ANTICIPATED START DATE | ANTICIPATED COMPLETION |
|-----------------------|----------------|-------------------------------|-------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

NOTE: PRIME CONTRACTORS SHALL NOT PERMIT ANY SUBCONTRACTOR TO START WORK ON THE PROJECT UNTIL THE SUBCONTRACTOR HAS BEEN APPROVED BY THE ARCHITECT/ENGINEER AND BY THE OWNER

CERTIFICATION BY PRIME CONTRACTOR: EACH SUBCONTRACTOR LISTED ABOVE HAS ESTABLISHED HIS ABILITY AND RESPONSIBILITY TO PERFORM THE WORK TO WHICH THE SUBCONTRACTOR RELATES. EACH SUBCONTRACTOR HAS BEEN ADVISED OF THE NECESSARY CONTRACT REQUIREMENTS. ALL APPLICABLE PROVISIONS, INCLUDING THOSE CONCERNING LABOR AND EQUAL OPPORTUNITY EMPLOYMENT, INCORPORATED IN MY PRIME CONTRACT FOR THE CONSTRUCTION OF THIS PROJECT WILL BE INCORPORATED IN EACH SUBCONTRACT.

| | | |
|---------------------------------------|--|---------------------------|
| CERTIFICATION BY: _____ | APPROVED BY: _____ | DATE: _____ |
| CONTRACTOR | EXECUTIVE DIRECTOR, THE HOUSING AUTHORITY OF THE CITY OF LAKELAND | |

**THE HOUSING AUTHORITY OF THE
CITY OF LAKELAND**

**REQUEST FOR
PAYMENT/GENERAL CONDITIONS**

GENERAL CONDITIONS

THE HOUSING AUTHORITY OF THE CITY OF LAKELAND shall pay the Contractor the price amount provided in the contract. THE HOUSING AUTHORITY OF THE CITY OF LAKELAND is responsible for making progress payments to the General Contractor.

1. Contractor shall furnish an original "Schedule of Amounts for Contract Payments", (Form HUD 51000) for every request for payment, with a breakdown of the total contract price showing the amount included for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. This form must be certified by the Inspecting Architect as to the work completed and the amount requested.
2. Contractor must submit the above-mentioned form not later than 10 days in advance of the date set for payment.
3. THE HOUSING AUTHORITY OF THE CITY OF LAKELAND shall have 30 days from submittal of the "Application and Certificate for Payment", to make the payment.
4. Retainage of 10% will be held back on all partial payment.
5. Before the first request for payment and immediately after issuance of "notice to proceed", the Contractor must submit HUD Form-5372 Construction Progress Schedule, the Inspecting Architect shall review the schedule to determine that the scheduled dates and amount of work to be completed are reasonable and consistent with the construction contract. If acceptable, the Inspecting Architect shall sign the schedule and forward it to THE HOUSING AUTHORITY OF THE CITY OF LAKELAND for the approval of the Executive Director, before any payment is issued.

6. Contractor request for payment. (3 Originals of each)

Along with each request for payment, the Contractor shall furnish the following:

- a) Bi-Weekly/Monthly Progress Report
- b) HUD-51001 Periodic Estimate for Partial Payment
- c) Construction Progress Schedule HUD-5372
- d) General Contractor Affidavit and Partial waiver of lien.
- e) Subcontractor/ Materials Suppliers Affidavit and Partial waiver of lien.

In addition, the General Contractor must submit the following documentation, if applicable:

- a) Proposal Request
- b) Change Order Form
- c) HUD-51003 Schedule of Materials Stored
- d) HUD-51004 Summary of Materials Stored

THE HOUSING AUTHORITY OF THE CITY OF LAKELAND shall review each general contractor request for payment and shall approve it if the following conditions have been met:

1. The request does not include the amount to be retained (10%) by THE HOUSING AUTHORITY OF THE CITY OF LAKELAND pursuant to the construction contract.
2. The work covered by the payment has been performed, inspected and accepted in accordance with the construction documents.
3. Changes from contractor and subcontractor.

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. 11/30/2023)

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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

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

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

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

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

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

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

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

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

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

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

Instructions for Preparation of form HUD-51000

1. A separate breakdown is required for each project and prime contract instructions for preparation are given below.
 - a. **Heading.** Enter all identifying information required for both forms.
 - b. **Columns 1 and 2.** In column 1, enter the item numbers starting with No. 1, and in column 2 enter each principal division of work incorporated in the contract work.
 - (1) **Master List.** The Master list contains the basic items into which any construction contract may be subdivided for the purpose of preparing the Construction Progress Schedule and the Periodical Estimates for Partial Payments. Only those items shall be selected which apply to the particular contract. To ensure uniformity, no change shall be made in the item numbers. Generally, about 25 to 40 major items appear in a contract.
 - (2) **Items Subdivided.** In the Contractor's breakdown, against which all periodical estimates will be checked prior to payment, each major item must be subdivided into sub-items pertinent to the project involved and in agreement with the Contractor's intended basis for requesting monthly payments.
 - c. **Column 3.** Enter the total quantity for each sub-item of each principal division of work listed in the breakdown.

- d. **Column 4.** Enter the appropriate unit of measure for each sub-item of work opposite the quantities described in column 3, such as "sq. ft.," "cu. yd.," "tons," "lb.," "lumber per M/BM," "brickwork per M," etc., applicable to the particular sub-item. Items shown on "lump sum" or equivalent basis will be paid for only on completion of the whole item and not on a percentage of completion basis.
 - e. **Column 5.** Enter the unit price, in place, of each sub-item of work.
 - f. **Column 6.** Enter the amount of each sub-item obtained by multiplying the quantities in column 3 by the corresponding unit prices in column 5.
 - g. **Column 7.** Enter the amount of principal item only, obtained by adding the amounts of all sub-items of each principal division of work listed in column 6. Continue with the breakdown on form HUD-51000.
 - h. The "Schedule of Amounts for Contract Payments" shall be signed and dated in the space provided at the bottom of each sheet of the form by the individual who prepared the breakdown for the Contractor.
2. The minimum number of copies required for each submission for approval is an original and two copies. When approved, one fully approved copy will be returned to the Contractor.

Master List of Items

| Item No. | Division of Work | Item No. | Division of Work | Item No. | Division of Work |
|----------|----------------------------------|----------|------------------------------|----------|--------------------------------|
| 1 | Bond | 20 | Rough Carpentry | | Site Improvements |
| 2 | General Conditions \1 | 21 | Metal Bucks | 44 | Retaining Walls |
| 3 | Demolition & Clearing | 22 | Caulking | 45 | Storm Sewers |
| | Structures | 23 | Weatherstripping | 46 | Sanitary Sewers |
| 4 | General Excavation | 24 | Lath & Plastering-Drywall | 47 | Water Distribution System |
| 5 | Footing Excavation | 25 | Stucco | 48 | Gas Distribution System |
| 6 | Backfill | 26 | Finish Carpentry | 49 | Electrical Distribution System |
| 7 | Foundation Piles & Caissons | 27 | Finish Hardware | 50 | Street & Yard Lighting |
| 8 | Concrete Foundations | 28 | Glass & Glazing | 51 | Fire & Police Alarm System |
| 9 | Concrete Superstructures | 29 | Metal Doors | 52 | Fire Protection System |
| 10 | Reinforcing Steel | 30 | Metal Base & Trim | 53 | Street Work |
| 11 | Waterproofing & Dampproofing | 31 | Toilet Partitions | 54 | Yard Work |
| 12 | Spandrel Waterproofing | 32 | Floors | 55 | (Other) |
| 13 | Structural Steel | 33 | Painting & Decorating | 56 | (Other) |
| 14 | Masonry | 34 | Screens | | Equipment |
| 15 | Stonework | 35 | Plumbing | 57 | Shades & Drapery Rods |
| 16 | Miscellaneous & Ornamental Metal | 36 | Heating | 58 | Ranges |
| 17 | Metal Windows | 37 | Ventilating System | 59 | Refrigerators |
| 18 | Roofing | 38 | Electrical | 60 | Kitchen Cabinets & Work Tables |
| 19 | 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.

Instructions for Preparation of form HUD-51000

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

Master List of Items

| Item No. | Division of Work | Item No. | Division of Work | Item No. | Division of Work |
|----------|----------------------------------|----------|------------------------------|----------|---|
| 1 | Bond | 20 | Rough Carpentry | | |
| 2 | General Conditions | 21 | Metal Bucks | 44 | Site Improvements Retaining Walls |
| 3 | Demolition & Clearing | 22 | Caulking | 45 | Storm Sewers |
| | Structures | 23 | Weatherstripping | 46 | Sanitary Sewers |
| 4 | General Excavation | 24 | Lath & Plastering-Drywall | 47 | Water Distribution System |
| 5 | Footing Excavation | 25 | Stucco | 48 | Gas Distribution System |
| 6 | Backfill | 26 | Finish Carpentry | 49 | Electrical Distribution System |
| 7 | Foundation Piles & Caissons | 27 | Finish Hardware | 50 | Street & Yard Lighting |
| 8 | Concrete Foundations | 28 | Glass & Glazing | 51 | Fire & Police Alarm System |
| 9 | Concrete Superstructures | 29 | Metal Doors | 52 | Fire Protection System |
| 10 | Reinforcing Steel | 30 | Metal Base & Trim | 53 | Street Work |
| 11 | Waterproofing & Dampproofing | 31 | Toilet Partitions | 54 | Yard Work |
| 12 | Spandrel Waterproofing | 32 | Floors | 55 | (Other) |
| 13 | Structural Steel | 33 | Painting & Decorating | 56 | (Other) |
| 14 | Masonry | 34 | Screens | | |
| 15 | Stonework | 35 | Plumbing | | Equipment |
| 16 | Miscellaneous & Ornamental Metal | 36 | Heating | 57 | Shades & Drapery Rods |
| 17 | Metal Windows | 37 | Ventilating System | 58 | Ranges |
| 18 | Roofing | 38 | Electrical | 59 | Refrigerators |
| 19 | Sheet Metal | 39 | Elevators | 60 | Kitchen Cabinets & Work Tables |
| | | 40 | Elevator Enclosures—Metal | 61 | Laundry Equipment |
| | | 41 | Incinerators—Masonry & Parts | 62 | (Other) |
| | | 42 | (Other) | | |
| | | 43 | (Other) | 63 | Punch List ¹ / ₂ |
| | | | | 64 | Lawns & Planting |

1 General Conditions should be 3% to 5% of contract amount.

2 Punch List should be approximately 1/2 of 1% or \$30 per dwelling unit, whichever is greater.

Contractor: _____ Change Order Request No. _____

To: **The Housing Authority of the City of Lakeland** _____ Proposal Request No. _____

Contract No. _____ Date: _____

Project: _____ Re: _____

This Change Order Request contains an itemized quotation for changes in the Contract Sum and/or the Contract Time in response to the following proposed modifications.

ADDITIONS

| Sheet | Description | Material | Labor | Subtotal |
|-----------|-------------|----------|-------|----------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| Subtotals | | | | |

DEDUCTIONS

| Sheet | Description | Material | Labor | Subtotal |
|-----------|-------------|----------|-------|----------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| Subtotals | | | | |

Does the Proposed Change involve a change in the Contract Sum? Previous Contract Amount: _____

___ Yes ____ No

Total Decrease: _____

Does the Proposed Change involve a change in the Contract Time? Total Increase: _____

___ Yes ____ No

Actual Contract Amount: _____

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR

OWNER: The Housing Authority of the City of Lakeland Signed: _____ Date _____

ARCHITECT: _____ Signed: _____ Date _____

CONTRACTOR: _____ Signed: _____ Date _____

Construction Progress Schedule

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

OMB Approval No. 2577-0157 (Exp. 11/30/2023)

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

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.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)

| | | | | | | | |
|-------------------------|--|------------------------------|-------------------------|--|---------------------|--|--|
| 2. City | | 3. State | 5. Project Name | | | | |
| 4. Location | | | 6. Project Number | | | | |
| 7. Contract For | | | 8. Contract Time (Days) | | | | |
| 9. From (mm/dd/yyyy) | | To (mm/dd/yyyy) | 10. Contract Price \$ | | | | |
| 11. Number of Buildings | | 12. Number of Dwelling Units | | | 13. Number of Rooms | | |

| (Submit as many pages as necessary to cover the construction period.) | Year (yyy) | | | | | | |
|---|------------|--|--|--|--|--|--|
| | Month | | | | | | |
| Actual Monthly Value, Work in Place (\$) | | | | | | | |
| Actual Accumulated Progress (%) | | | | | | | |
| Anticipated Monthly Value (\$) | | | | | | | |
| Accumulated Scheduled Progress (%) | | | | | | | |

| | | | |
|--------------|-------------------|-----------|-------------------|
| Submitted by | Contractor's Name | | |
| | Title | Signature | Date (mm/dd/yyyy) |
| Approved by | PHA/IHA | | |
| | Title | | Date (mm/dd/yyyy) |
| Approved by | Architect | | Date (mm/dd/yyyy) |

**Instructions for Preparation of Construction Progress Schedule
Form HUD-5372**

General. The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

Year and Month. At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

Year. Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

Month. The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

Computation of Anticipated Monthly Value of Work in Place

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

Accumulated Scheduled Progress – %

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

Charting Actual Progress. The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place – \$" and "Actual Accumulated Progress – %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/ IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/ IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

| % of Contract Time | % of Accumulated Progress |
|-------------------------------|--|
| 0 | 0 |
| 10 | 2 |
| 20 | 8 |
| 30 | 20 |
| 40 | 37 |
| 50 | 57 |
| 60 | 75 |
| 70 | 89 |
| 80 | 96 |
| 90 | 99 |
| 100 | 100 |

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

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. 11/30/2023)

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

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

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

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

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

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

Instructions

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

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

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

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

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

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

Certification of the Contractor or Duly Authorized Representative

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

_____ and (contractor) _____

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

1. Original Contract Amount \$ _____

Approved Change Orders:

2. Additions (Total from Col. 3, form HUD-51002) \$ _____
3. Deductions (Total from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ _____

Computation of Balance Due this Payment

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

Completed Under Approved Change Orders

6. Additions (from Col. 4, form HUD-51002) \$ _____
7. Deductions (from Col. 5, form HUD-51002) \$ _____ (net) \$ _____
8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ _____
9. **Less:** Retainage, _____ % \$ _____
10. Net amount earned to date (line 8 less line 9) \$ _____
11. **Less:** Previously earned (line 10, last Periodic Estimate) \$ _____
12. Net amount due, work in place (line 10 less line 11) \$ _____

Value of Materials Properly Stored

13. At close of this period (from form HUD-51004) \$ _____
14. **Less:** Allowed last period \$ _____
15. Increase (decrease) from amount allowed last period \$ _____
16. **Balance Due This Payment** \$ _____

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

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

Certificate of Authorized Project Representative and of Contracting Officer

Each of us certifies that he/she has checked and verified this Periodic Estimate No. _____; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, all applicable accessibility requirements (including Section 504 and Title II of the Americans with Disabilities Act; and the Fair Housing Act and Title III of the Americans with Disabilities Act, if applicable), 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) _____

I certify the information on this form and in any accompanying documentation is true and accurate. I acknowledge making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and confinement for up to 5 years, (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

Schedule of Change Orders

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

OMB Approval No. 2577-0157
(exp. 11/30/2023)

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

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

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

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

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

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

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, civil penalties, and confinement for up to 5 years. (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

Schedule of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 11/30/2023)

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

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

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

| Item Number* | Description and Quality | Quantity | Unit of Measure | Unit Price at Site | Total Price |
|-------------------------------|-------------------------|----------|-----------------|--------------------|-------------|
| Amount Carried Forward | | | | | \$ |
| | | | | | |

Total Amount or Amount Carried Forward \$

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

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

As identified in Schedule of Amounts for Contract Payments, form HUD-51000.

Previous Editions are Obsolete

form HUD-51003 (1/2014)

Summary of Materials Stored

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

OMB Approval No. 2577-0157
(exp. 11/30/2023)

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

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

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

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

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

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

| | |
|----------------|----|
| Subcontractors | \$ |
|----------------|----|

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

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

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

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

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

**THE HOUSING AUTHORITY OF THE
CITY OF LAKELAND**

**GENERAL CONTRACTOR'S AFFIDAVIT &
PARTIAL WAIVER OF LIEN**

GENERAL CONTRACTOR'S AFFIDAVIT & PARTIAL WAIVER OF LIEN

PROJECT NAME:

PROJECT NO.

The undersigned, _____, who is _____ of _____, for and in consideration of the payment of the sum of \$ _____, receipt of which is hereby acknowledged, hereby waives and releases any lien rights to lien or claim which the undersigned now has or may acquire only to the extent of said payment against the property owned by The Housing Authority of the City of Lakeland, Owner, and located in Polk County, Florida, and legally described as follows:

The undersigned certifies that this payment was for labor, services or material furnished for work on the property through the following date: _____ for Requisition No: _____

The undersigned further certifies that all funds received from this payment will be used to pay all laborers employed by the undersigned for work on the property and all suppliers for work on the property through the date of the approved requisition, the names of all such parties being shown in the Contractor's Affidavit accompanying the Requisition.

The undersigned further certifies that all suppliers and subcontractors who have furnished labor, materials or services for which payment was received on the prior requisition have been paid in full and proper waivers of lien have been furnished.

The undersigned acknowledges that under Florida Statutes, Owner and Attorneys' Title Insurance Fund, Inc. have a right to reply on this Partial Waiver of Lien and that making any false statements shall constitute perjury. Accordingly, the undersigned certifies that he has the right and authority to execute this Partial Waiver of Lien.

IN WITNESS WHEREOF, I have set my hand and seal unto this instrument this _____ day of _____.

WITNESS: _____ CONTRACTOR: _____

BY: _____

TITLE: _____

STATE OF FLORIDA, COUNTY OF _____

The foregoing instrument was acknowledge before me this _____ day of _____,

by _____ of _____ a

_____ Corporation. He/She is personally known to me or who

has produced the following government-issued ID _____ as identification and did take an oath.

My Commission expires _____ Notary Public

Serial Number, if any _____ Printed, Typed, or Stamped Name *(Affix seal).*

**THE HOUSING AUTHORITY OF THE
CITY OF LAKELAND**

**SUBCONTRACTOR'S AFFIDAVIT &
PARTIAL WAIVER OF LIEN**

SUBCONTRACTOR'S AFFIDAVIT AND PARTIAL WAIVER OF LIEN

PROJECT NAME:

PROJECT NO.

The undersigned, _____, who is _____ of _____, having furnished labor, material or services under a direct contract with THE HOUSING AUTHORITY OF THE CITY OF LAKELAND, for and acknowledged, hereby releases and waives any lien or right to lien the undersigned now has or will acquire to the extent of this payment, OR for labor, material or services furnished through _____ against the property owned by THE HOUSING AUTHORITY OF THE CITY OF LAKELAND, and situated in Polk County, Florida, legally described as follows:

The undersigned acknowledges and certifies that:

This is a Partial Waiver of Liens rights which the undersigned has against the property described herein only to the extent said payment has been made and only for all labor, material, and service furnished through the above stated date. All laborers employed by the undersigned through the above stated date have been paid in full, and the undersigned has the right and authority to execute this Partial Waiver of Lien.

All suppliers and sub-contractors to the undersigned who may have furnished labor, material, and services for the undersigned in connection with the construction of improvements upon the aforesaid property through the above referenced date have been PAID IN FULL, or, if not, attached are the name(s) of the party or parties and the amount(s) to be paid:

All parties who have filed a Notice to Owner as a Vendor to the undersigned are paid in full through the above-state date and waivers of lien are attached.

The undersigned acknowledges, that under Florida Statutes, Contractor, Owner, and the Attorney's have a right to rely on this Partial Waiver of Lien and that making any false statement shall constitutive perjury.

IN WITNESS WHEREOF, I have set my hand and seal unto this instrument this _____ day of _____.

COMPANY: _____

BY: _____

TITLE: _____

STATE OF FLORIDA, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ of _____ a _____

Corporation. He/She is personally known to me or who has produced the following government-issued ID _____, as identification and did take an oath.

My Commission expires _____ Notary Public

Serial Number, if any _____

Printed, Typed, or Stamped Name. *(Affix seal)*

**THE HOUSING AUTHORITY OF THE
CITY OF LAKELAND**

**MATERIAL SUPPLIER'S AFFIDAVIT &
PARTIAL WAIVER OF LIEN**

MATERIALS SUPPLIERS AFFIDAVIT AND PARTIAL WAIVER OF LIEN

PROJECT NAME:

PROJECT NO.

The undersigned, _____, who is _____ of _____, having furnished labor, material or services under a direct contract with THE HOUSING AUTHORITY OF THE CITY OF LAKELAND, for and acknowledged, hereby releases and waives any lien or right to lien the undersigned now has or will acquire to the extent of this payment, OR for labor, material or services furnished through _____ against the property owned by THE HOUSING AUTHORITY OF THE CITY OF LAKELAND and situated in POLK COUNTY, legally described as follows:

The undersigned acknowledges and certifies that:

This is a Partial Waiver of Liens rights which the undersigned has against the property described herein only to the extent said payment has been made and only for all labor, material, and service furnished through the above stated date. All laborers employed by the undersigned through the above stated date have been paid in full, and the undersigned has the right and authority to execute this Partial Waiver of Lien.

All suppliers and sub-contractors to the undersigned who may have furnished labor, material, and services for the undersigned in connection with the construction of improvements upon the aforesaid property through the above referenced date have been PAID IN FULL, or, if not, attached are the name(s) of the party or parties and the amount(s) to be paid:

All parties who have filed a Notice to Owner as a Vendor to the undersigned are paid in full through the above-state date and waivers of lien are attached.

The undersigned acknowledges, that under Florida Statutes, Contractor, Owner, and the Attorney's have a right to rely on this Partial Waiver of Lien and that making any false statement shall constitute perjury.

IN WITNESS WHEREOF, I have set my hand and seal unto this instrument this _____ day of _____.

COMPANY: _____

BY: _____

TITLE: _____

STATE OF FLORIDA, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ by _____

_____ of _____ a _____

Corporation. He/She is personally known to me or who has produced the flowing government-issued ID _____ as identification and did take an oath.

My Commission expires _____ Notary Public

Serial Number, if any _____ Printed, Typed, or Stamped Name. *(Affix Seal)*

**THE HOUSING AUTHORITY OF THE
CITY OF LAKELAND**

**GENERAL CONTRACTOR'S AFFIDAVIT &
FINAL WAIVER OF LIEN**

GENERAL CONTRACTOR'S FINAL WAIVER OF LIEN

PROJECT NAME:

PROJECT NO.

That the undersigned, _____, who is _____ of _____, for and in consideration of the full and payment to it from the Owner of the entire amount due, receipt of which is hereby acknowledged, for labor, materials or services heretofore and hereafter furnished as evidenced by the final contractor's requisition to the Owner dated _____, hereby releases and waives all liens, lien rights or claims whatsoever which the undersigned now has or may acquire against the property owned by _____, Owner, and situated in _____ County, Florida and legally described as follows:

The undersigned certifies that this is a Final Waiver of all lien rights which the undersigned has or may acquire against the property described herein, for all labor, materials or services furnished under the direct contract with the Owner including all extras and change orders.

The undersigned certifies that all laborers employed by the undersigned for work on the property have been paid in full and that all suppliers and subcontractors who have furnished labor, materials or supplies to the property under a direct contact with the undersigned have been paid in full or, if not, are shown on the Final Contractor's Affidavit attached. Final Waivers of Lien have been furnished or are attached, from all parties who have filed a Notice to Owner as a Vendor to the undersigned, or have furnished any labor, material or services under the Notice to Owner.

The undersigned acknowledges that under Florida Statutes, Owner and Attorney have the right to rely on this Final Waiver of Lien and that making any false statement shall constitute perjury. Accordingly, the undersigned certifies that he has the right and authority to execute this Final Waiver of Lien.

IN WITNESS WHEREOF, I have set my hand and seal unto this instrument this _____ day of _____.

WITNESS: _____ CONTRACTOR: _____

BY: _____

TITLE: _____

STATE OF FLORIDA, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

by _____ of _____ a

Corporation. He/She is personally known to me or who

has produced the following government-issued ID _____ as identification and did take an oath.

My Commission expires _____ Notary Public _____

Serial Number, if any _____ Printed, Typed, or Stamped Name. (Affix seal)

**THE HOUSING AUTHORITY OF THE
CITY OF LAKELAND**

**SUBCONTRACTOR'S AFFIDAVIT &
FINAL WAIVER OF LIEN**

SUBCONTRACTOR'S AFFIDAVIT AND FINAL WAIVER OF LIEN

PROJECT NAME:

PROJECT NO:

The undersigned, _____ of _____,

having furnished labor, material or services under a direct contract with THE HOUSING AUTHORITY OF THE CITY OF LAKELAND, for and acknowledged, hereby releases and waives any lien or right to lien the undersigned now has or will acquire to the extent of this payment, OR for labor, material or services furnished through _____ against the property owned by THE HOUSING AUTHORITY OF THE CITY OF LAKELAND and situated in **POLK COUNTY**, legally described as follows:

The undersigned acknowledges and certifies that:

This is a Final Waiver of Liens rights which the undersigned has against the property described herein for all labor, material, and service furnished including all extras and change orders. All laborers employed by the undersigned have been paid in full, and the undersigned has the right and authority to execute this Final Waiver of Lien.

All suppliers and sub-contractors to the undersigned who may have furnished labor, material, and services for the undersigned in connection with the construction of improvements upon the aforesaid property through the above referenced date have been PAID IN FULL, or, if not, attached are the name(s) of the party or parties and the amount(s) to be paid:

All parties who have filed a Notice to Owner as a Vendor to the undersigned are paid in full and Final Waivers of Lien are attached.

The undersigned acknowledges, that under Florida Statutes, Contractor, Owner, and the Attorney's have a right to rely on this Final Waiver of Lien and that making any false statement shall constitute perjury.

IN WITNESS WHEREOF, I have set my hand and seal unto this instrument this _____ day of _____,

COMPANY: _____

BY: _____

TITLE: _____

STATE OF FLORIDA, COUNTY OF The foregoing instrument was acknowledge before me this _____ day of _____, by

_____ of _____ a

Corporation. He/She is personally known to me or who has produced the following government-issued ID _____ as identification and did take an oath.

My Commission expires _____

Notary Public

Serial Number, if any _____

Printed, Typed, or Stamped Name *(Affix seal)*

**THE HOUSING AUTHORITY OF THE
CITY OF LAKELAND**

**MATERIAL SUPPLIER'S AFFIDAVIT &
FINAL WAIVER OF LIEN**

MATERIALS SUPPLIERS AFFIDAVIT AND FINAL WAIVER OF LIEN

PROJECT NAME:

PROJECT NO.

The undersigned, _____, who is _____ of

_____, having furnished labor, material or services under a direct contract with THE HOUSING AUTHORITY OF THE CITY OF LAKELAND, for and acknowledged, hereby releases and waives any lien or right to lien the undersigned now has or will acquire to the extent of this payment, OR for labor, material or services furnished through _____ against the property owned by THE HOUSING AUTHORITY OF THE CITY OF LAKELAND and situated in **POLK COUNTY**, legally described as follows:

The undersigned acknowledges and certifies that:

This is a Final Waiver of Liens rights which the undersigned has against the property described herein only to the extent said payment has been made and only for all labor, material, and service furnished through the above stated date. All laborers employed by the undersigned through the above stated date have been paid in full, and the undersigned has the right and authority to execute this Final Waiver of Lien.

All suppliers and sub-contractors to the undersigned who may have furnished labor, material, and services for the undersigned in connection with the construction of improvements upon the aforesaid property through the above referenced date have been PAID IN FULL, or, if not, attached are the name(s) of the party or parties and the amount(s) to be paid:

All parties who have filed a Notice to Owner as a Vendor to the undersigned are paid in full through the above-state date and waivers of lien are attached.

The undersigned acknowledges, that under Florida Statutes, Contractor, Owner, and the Attorney's have a right to rely on this Final Waiver of Lien and that making any false statement shall constitute perjury.

IN WITNESS WHEREOF, I have set my hand and seal unto this instrument this _____ day of _____.

COMPANY: _____

BY: _____

TITLE: _____

STATE OF FLORIDA, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, by

_____ of

_____ a

Corporation. He/She is personally known to me or who has produced the following government-issued ID _____ as identification and did take an oath.

My Commission expires _____

Notary Public

Serial Number, if any _____

Printed, Typed, or Stamped Name. *(Affix seal)*

PAYROLL

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



Rev. Dec. 2008

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

OMB No.: 1235-0008
Expires: 07/31/2024

| | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|-------------------------------|------------------|----|-----|-----------------------|------|-------------------------|--|--|-------------------------|---|-----------------------|-----------------------|----------------------------------|-------------------|--|--|--|--|---|--|--|--|--|
| NAME OF CONTRACTOR | | | OR SUBCONTRACTOR | | | ADDRESS | | | | | | OMB No.: 1235-0008 Expires: 07/31/2024 | | | | | | | | | | | | | |
| PAYROLL NO. | | FOR WEEK ENDING | | | | PROJECT AND LOCATION | | | | | PROJECT OR CONTRACT NO. | | | | | | | | | | | | | | |
| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT | OR | ST. | (4) DAY AND DATE | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | (9) NET WAGES PAID FOR WEEK | | | | |
| | | | | | | HOURS WORKED EACH DAY | FICA | WITH- HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | | | | | |

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

Public Burden Statement

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

Date _____

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

do hereby state:

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

_____ on the
(Contractor or Subcontractor)

_____;
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

Attention of Bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER 11246**

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Program within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion date of the subcontract, and the geographical area in which the contract is to be performed.

EMPLOYMENT OPPORTUNITIES FOR LOWER INCOME PERSONS

Attention of Bidders is particularly called to the requirements concerning provisions for training, employment, and business opportunities, to the maximum extent feasible, for lower income residing in the project area, as defined by the U.S. Housing and Urban Development Agency.

Prior to execution of a contract the accepted Bidder must submit the following;

- a. Good Faith Effort and Compliance Certification
- b. Preliminary Statement of Work Force Needs of skilled, semiskilled, unskilled labor and trainees by category and subcontract requirements.
- c. Affirmative Action Plan for utilization of project area residents and businesses eligible under Section 3 of the U.S. Housing and Urban Development Act of 1968

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

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.
- B. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regards to their race, color,

**The Housing Authority of the
City of Lakeland**

**EQUAL EMPLOYMENT
OPPORTUNITY**

religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, lay-off 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 all employees and applicants for employment notice to be provided setting forth the provisions of this nondiscrimination clause.

- C. 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 regards to race, color, religion, sex or national origin.
- D. 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 by the Contractor Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous place available and applicants for employment. (See notice attached)
- E. 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.
- F. 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, there to and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rule regulations and orders.
- G. In the event of the Contractor non compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulation 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 contractor or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will included the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) though (7) in every subcontract or purchase order unless exempted by the 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 subcontractor or purchase order as the Department 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 Department the Contractor may request the United State to enter into such litigation to protect the interest of the United States.

**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. 7/31/2009)

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.

Section 3 Clause

[Code of Federal Regulations]
[Title 24, Volume 1, Parts 0 to 199]
[Revised as of April 1, 1998]
From the U.S. Government Printing Office via GPO Access
[CITE: 24CFR135.38]

[Page 604]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER I--OFFICE OF ASSISTANT SECRETARY FOR EQUAL OPPORTUNITY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 135--ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS--Table of Contents

Subpart B--Economic Opportunities for Section 3 Residents and Section 3 Business Concerns

Sec. 135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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.

Section 3 Clause

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).

| | |
|--|-----------------------------------|
| The Housing Authority of the City of Lakeland | MANPOWER UTILIZATION TABLE |
|--|-----------------------------------|

APPENDIX 1

| OCCUPATION | TOTAL WORK FORCE | SKILLED | TRAINEES | NO. OF PROJECT AREA RESIDENTS TO BE UTILIZED | |
|--------------|------------------|---------|----------|--|---------|
| | | | | Skilled | Trainee |
| Write List | | | | | |
| | | | | | |
| TOTAL | | | | | |

EMPLOYMENT CERTIFICATION

- A. The Company hereby certifies that the above table represents the appropriate number of employee positions required in the execution of Contract No. _____ and also represents the number of lower income project area residents that the company proposes to employ.
- B. The Company certifies that it will make a good faith effort to employ the number of lower income employees stated above utilizing such community based organizations and service agencies as _____, Opportunities Industrialization Center (OIC); and on the site company employment posters.
- C. The company certifies that the employee goals listed in the above table approximate the ratio of lower income residents to the total population of the project area.

Company

By: _____
Authorized Signature

Title: _____

Date: _____

**The Housing Authority of the
City of Lakeland**

SECTION 3

**"SECTION 3" COMPLIANCE IN THE PROVISION
OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

A. This Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, (12 USC 1701u) as amended, the HUD regulations issued pursuant thereto at 25 CFR Part 135, and any applicable rules and orders of HUD issued there under prior to the executive of this Contract. The Section 3 clause, set forth in 24 CFR, 135.20 (b) provides.

1.) The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the projects area and contracts for work in connection with the projects be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

2.) The parties of the Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and order of the Department issued thereunder prior to the execution of this contract. The parties to the Contract certify and agree that they are under no contractual or other disability which that they are under no contractual or other disability which would prevent them from complying with these requirements.

3.) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4.) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant or the recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is on violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

| | |
|--|---|
| The Housing Authority of the City of Lakeland | SECTION 3 BUSINESS FORM |
| Business Name: | Employer (IRS) No: |
| Address: | Type of Business: <input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Woman-Owned Business |

THE BUSINESS REPRESENTS AND CERTIFIES THAT IT IS *(Please check one of the following two choices):*

- A SECTION 3 QUALIFIED BUSINESS** since *(Please check all of the following that apply to your business.)*
 - 51% or more is owned by Section 3 qualified residents.*
 - at least, 30% of its permanent full-time employees are current Section 3 qualified residents* or were Section3 qualified residents within 3 years of the date of first employment with the business.
 - it provided written evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business that meet the qualifications set forth in the two previous categories.

OR

- NOT A SECTION 3 QUALIFIED BUSINESS**, but who has and will continue to seek compliance with Section 3 by certifying its efforts to award subcontracts to Section 3 concerns.

*A Section 3 qualified resident is defined as a Public Housing resident or an individual who resides in the within Polk County and whose family income is below the following income limits:

FY 2022 Income Limit Area: Lakeland-Winter Haven, FL MSA

| Persons in Household: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-----------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| Very Low-Income: | \$23,650 | \$27,000 | \$30,400 | \$33,750 | \$36,450 | \$39,150 | \$41,850 | \$44,550 |
| Extremely Low-Income | \$14,200 | \$18,310 | \$23,030 | \$27,750 | \$32,470 | \$37,190 | \$41,850 | \$44,550 |
| Low Income | \$37,800 | \$43,200 | \$48,600 | \$54,000 | \$58,350 | \$62,650 | \$67,000 | \$71,300 |

| | |
|--|--|
| Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information provided in this document is true and correct. | |
| Date | Printed Name of Authorized Official Signature |

**The Housing Authority of the
City of Lakeland**

SECTION 3

SEC3-1

5.) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient its contractors and subcontractors its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.135.

6.) Business concerns located within Section 3 covered project area means those business located within the relevant Section 3 covered project area as determined pursuant to par. 135.15 and which qualify as socially or economically disadvantaged small business concern. Business concern which is at least 51% owned by a person(s) residing within the relevant Section 3 covered project areas as determined pursuant to par 135.15. Socially or economically disadvantaged small business means a business concern which qualified as small under the small business size standards of the SBA and those whose principal owners participation in the free enterprise system has been hampered because of such factors as low income, unfavorable location as in area impacted with low income housing or depressed rural area and areas of high unemployment or under employment; limited education, physical or other special handicap; inability to compete effectively in the market place because of prevailing or past restrictive practices. Such principal owners may include, but are not limited to, Black, Hispanic, Asian or Pacific Islander. American Indian or Alaskan Native, and Women.

B. Prior to the signing of the Contract, the Contractor shall provide a preliminary Statement of work force needs (skilled, semi-skilled, unskilled labor and trainees category) where known; where not known, such information shall be applied to the signing of any contract between the Contractor and subcontractor.

a.) Trainees

1.) Utilizing the maximum number of persons in the various training categories in all phases of such work to be performed under the Section 3 covered project, and

2.) Filling all vacant training positions with lower income project area residents except for those training positions, which remain unfilled after a good faith effort, has been made.

3.) "Manpower Utilization Table"- See Appendix No.1.

HOUSING AUTHORITY OF THE CITY OF LAKELAND

SECTION 3

AND

MINORITY AND WOMEN BUSINESS ENTERPRISES

POLICY

Table of Contents

Page

Part I - Policy, Purpose, Requirements, Definitions

| | |
|-----------------------------------|---|
| A. Introduction and Summary | 3 |
| B. Purpose of Section 3 | 3 |
| C. Definitions | 4 |

Part II – Section 3 Policy Statement

| | |
|--|---|
| A. LHA Section 3 Policy Statement | 6 |
| B. Section 3 Hiring Preferences | 7 |
| C. Section 3 Contracting Preferences | 7 |
| D. Mandatory Language for Contracts | 8 |

Part III – Minority and Women Business Enterprise Statement

| | |
|--|---|
| A. LHA M/WBE Policy Statement | 8 |
| B. Mandatory Contracting Percentages | 8 |

Part IV – Contractor Responsibilities

| | |
|--|----|
| A. General Statement of Contractor Responsibilities | 9 |
| B. Notification to Section 3 Residents and Business Concerns | 10 |
| C. Recruiting Section 3 Residents and Business Concerns | 10 |
| D. Notifying Potential Subcontractors of Responsibilities | 11 |
| E. Facilitation of Training Opportunities for Section 3 Residents | 11 |
| F. Facilitation of Contracting Opportunities for Business Concerns | 11 |
| G. Cooperation with LHA | 11 |

Part V – Data Collection and Required Reporting Forms

| | |
|---|----|
| A. Data Collection | 13 |
| B. Section -3 and M/WBE Contracting Compliance Summary Report | 13 |
| C. Section -3 Man Hour Report Form | 13 |
| D. Section -3 and M/WBE Monthly Contracting Compliance Report | 14 |
| E. Sample Payroll Form WH 347 | 14 |
| F. Contractor Monthly Report | 14 |
| G. List of Core Employees | 14 |

Appendices

Part I: Policy, Purpose, and Definitions

A. Introduction and Summary

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.), is a legislative directive for providing preference for low- and very low-income residents of the local community and those businesses which employ these persons, and for new employment, training and contracting opportunities with projects sponsored or funded by the U.S. Department of Housing and Urban Development. For purposes of complying with the Section 3 legislative directive, the Housing Authority of the City of Lakeland (LHA) has established a policy whereby any contractor that transacts business with LHA must meet the requirements of LHA's Section 3 and Minority and Women Business Enterprise (M/WBE) policy as outlined in this document.

This Section 3 and M/WBE policy applies to all contracts with a dollar value of \$100,000 or more. In that regard, contractors having contracts awarded by LHA shall:

- 1) offer Section 3 employment, training and employment skill building programs for eligible Section 3 residents and
- 2) provide Section 3 business concerns, minority and women business enterprises with the maximum opportunity to participate in the performance of contracts.

LHA will make a good faith effort to assist with the recruitment of as many Section 3 eligible residents and business concerns as possible for employment and/or instructional/training positions and contract opportunities, in an effort to provide economic opportunities for local residents and business concerns.

This policy also serves to fulfill two objectives of LHA:

- 1) outline the Section 3 and M/WBE policy and program compliance measures of LHA and
- 2) provide program definitions, requirements, required forms, information on program assistance provided by LHA, and other information related to LHA's employment, training and contracting policy.

This Section 3 and M/WBE policy replaces all previous policies and is effective as of the LHA Board of Commissioners approval date.

B. Purpose of Section 3

The Section 3 legislation was designed to encourage recipients of funding from the U.S. Department of Housing and Urban Development to direct new employment and contracting opportunities to low- and very low-income residents, and the businesses that employ these persons, within their communities regardless of race and/or gender.

The desired result of the Section 3 legislation and this Section 3 and M/WBE policy is to have a positive impact on current unemployment and/or underemployment rates; increase economic opportunities of business concerns; and promote economic recovery in the local community.

Section 3 is a starting point to obtain job training, employment and contracting opportunities for individuals and small businesses in order to help them achieve economic advancement and self-sufficiency. Its most obvious benefit is to increase the incomes of low- and very low-income persons by making more employment and job training opportunities available to them. By helping members of low- and very low-income households improve their skills, they become more employable. When low- and very low-income persons obtain jobs through Section 3, their earnings may increase and some families may move above poverty thresholds. This method of job creation results in lower unemployment rates and less reliance on public services.

By providing job training opportunities, Section 3 can also enhance long-term employment prospects of low- and very low-income persons. Individuals that receive training about acceptable job behavior and work performance are more likely to maintain their employment.

C. Definitions

Section 3 funding thresholds: the minimum dollar amounts that trigger Section 3 requirements. The requirements of Section 3 apply to LHA and contractors doing business with LHA in the following manner:

All contactors (or subcontractors) receiving contracts valued at \$100,000 or more to complete projects involving housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3.

There are no thresholds for Public Housing Authorities (PHA). The requirements of Section 3 apply to all PHAs regardless of the amount of assistance received from the U.S. Department of Housing and Urban Development.

All contracts or subcontracts funded with Public and Indian Housing assistance, regardless of the dollar amount or type of contract, are subject to the requirements of Section 3.

Section 3 project: a project that involves the new construction or rehabilitation of affordable housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

Section 3 Residents: may consist of the following groups:

1. Residents of Public and Indian Housing; or
2. Individuals who reside in the metropolitan area or non-metropolitan county where Section 3 covered assistance is expended and whose total household income is within the area's median income limits for low- and very low-income households as defined by the U.S. Department of Housing and Urban Development.

In accordance with the regulation, residents seeking Section 3 preference shall certify or submit evidence to the contractor or subcontractor verifying that they meet one of the definitions provided above. Examples of documentation include: proof of residency in a public housing community, proof of federal subsidy for housing, food stamps and/or unemployment benefits.

Note: LHA has elected to categorize Section 3 residents into four categories. The categories are:

Category 1: Residents of the LHA housing site where the work is being performed

Category 2: Residents of any other LHA housing site

Category 3: Participants in the LHA Youthbuild Program

Category 4: Other Low and Very Low-Income Persons

Section 3 Business Concerns are:

- 1) Businesses that are 51% or more owned by Section 3 residents; or
- 2) Businesses whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents or who within three years of the date of first employment with the firm were Section 3 Residents; or
- 3) Businesses that provide evidence of a commitment to subcontract 25% or more of all subcontract amounts to businesses that meet the qualifications listed in 1 and 2 above.

In accordance with the regulation, business owners seeking Section 3 preference shall certify or submit evidence to the contractor, subcontractor, or LHA verifying that they meet the definitions provided above. Examples of appropriate documentation include payroll data or other relevant business information.

Section 3 economic opportunities: are new employment, training or contracting opportunities resulting from the new project that is receiving direct or indirect funding from HUD.

- 1) **New Employment** – any new position created to complete the work required by the new project.
- 2) **New Contracting** – any new contracting opportunity created to complete the work required by the new project.
- 3) **New Training** – any new training opportunity created as a result of the new project.

Any employment resulting from these expenditures, including administration, management, clerical support, and construction is subject to compliance with Section 3. Examples of employment opportunities include appliance repair, bookkeeping, printing, bricklaying, carpentry, carpet installation, cement/masonry, data processing, demolition, drywall, electrical, fencing, surveying, heating, janitorial, landscaping, machine operation, manufacturing, painting, tile work, accounting, payroll, photography, plastering, plumbing, transportation, welding, word processing, etc.

Section 3 Priority: For Training and Employment, the following persons receive priority under Section 3:

- 1) Persons in public and assisted housing; or

- 2) Persons residing in the area where the U.S. Department of Housing and Urban Development financial assistance is being spent; or
- 3) Participants in LHA/HUD Youthbuild programs; or
- 4) Homeless persons.

For Contracts, the following businesses receive priority under Section 3.

- 1) Businesses that meet the definition of a Section 3 business concern.

New Hire: a full-time employee for a new permanent, temporary, or seasonal position that is created during the expenditure of Section 3 covered financial assistance. For Section 3 projects, contractors must, to the greatest extent feasible, ensure that at least 30% of new hires are Section 3 residents.

Contractor: Any business or entity that contracts with LHA for the performance of work generated by the expenditure of Section 3 covered assistance or performing work in connection with a Section 3 covered project.

Subcontractor: Any business or entity (other than a person that is an employee of the contractor) that has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance or arising in connection with a Section 3 covered project.

Core Employee: Any person(s) listed and verified as employed with the contractor or company prior to the execution date of the contract with LHA.

Minority Business Enterprise (MBE): A business enterprise that is 51% or more owned, controlled and actively operated by one or more persons who are defined as a minority or classified as part of a socially and economically disadvantaged group. Such socially disadvantaged persons include African-Americans, Hispanic Americans, Native Americans, Eskimos, Aleuts, Hasidic Jewish Americans, Asian Pacific Americans and Asian Indian Americans.

Women Business Enterprise (WBE): A business enterprise that is 51% or more owned, controlled and actively operated by one or more women.

Low Income: The term "low-income" is used in the Section 3 regulation to include both low- and very low-income individuals.

- 1) **Low Income** – total household income at 80% or below the median income of that area.
- 2) **Very Low Income** – total household income at 50% or below the median income of that area.

Section 3 service area: the geographical area where the persons benefiting from the Section 3 covered project resides. The Section 3 service area shall not extend beyond Polk County, Florida.

Metropolitan Area: a metropolitan statistical area (MSA).

Non-metropolitan County: any county outside of a metropolitan area.

Part II. Section 3 Policy Statement

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.), requires the LHA to ensure that employment, economic and business opportunities generated by financial assistance received from the U.S. Department of Housing and Urban Development are directed to public housing residents and other low income persons, particularly recipients of government housing assistance and small business concerns that provide economic opportunities for low and very low income persons.

By Resolution 12-1341, approved by the LHA Board of Commissioners, LHA hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or more by LHA for work generated through the expenditure of U.S. Department of Housing and Urban Development or LHA funding shall take all necessary and reasonable steps to provide meaningful, full-time employment and training opportunities for Section 3 residents. It is further reaffirmed that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or more by LHA for work generated through the expenditure of U.S. Department of Housing and Urban Development funding shall take all necessary and reasonable steps to provide contracting opportunities for Section 3 business concerns.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), LHA shall require the submission of a Section 3 Plan, roster of Core Employees, and certification that the respondent will comply with the requirements of the Section 3 legislation and this policy.

LHA, in accordance with applicable laws and regulations, has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements. **LHA's Section 3 requirements are:**

- 1) thirty percent (30%) of any new hires for the term of the contract shall be Section 3 eligible workers;**
- 2) ten percent (10%) of the value of the contract for construction work shall be awarded to Section 3 eligible business concerns; and**
- 3) three percent (3%) of the value of the contract for non-construction work shall be awarded to Section 3 eligible business concerns.**

It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract shall subject the contractor to penalties including, but not limited to, the withholding of payments (until such time as compliance is obtained).

Section 3 Hiring Preferences: Contractors shall adhere to the following order of priority for employment purposes:

Category 1: Residents of the LHA housing site where the work is being performed

Category 2: Residents of any other LHA housing site

Category 3: Participants in the LHA Youthbuild Program

Category 4: Other Low and Very Low-Income Persons

Section 3 Contracting Preferences: Contractors and any tier subcontractors shall direct 10% of the dollar value of the contract to Section 3 business concerns for construction contracts and 3% for non-construction contracts in the following order of priority:

Category 1: Business concerns that are 51% or more owned by Section 3 residents of the LHA housing property for which the Section 3 covered assistance is expended.

Category 2: Business concerns that are 51% or more owned by Section 3 residents of another LHA housing property.

Category 3: Business concerns whose permanent full-time workforce includes persons, at least 30% of whom are currently Section 3 residents or who within three years of the date of first employment with the firm were Section 3 residents.

Category 4: Business concerns that provide evidence of a commitment to subcontract 25% or more of all subcontracts to businesses that meet the qualifications listed in 1, 2 or 3 above.

Section 3 business concerns seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Incorporating Section 3 clauses into covered solicitations and contracts

The Housing and Urban Development Act of 1968 provides language about the Section 3 requirement that must be included in all contracts issued for HUD funded activities. This mandatory Section 3 contract clause can be found at 24 CFR Part 135.38. Covered contracts described at 24 CFR Part 135.3(a) include developments, operating and modernization assistance. A copy of the mandatory language is provided in the Appendix C.

Contractors must incorporate and enforce the provision of the Section 3 policy and numerical requirements in any and all tier subcontracts. Requirements relative to employment and contracting with Section 3 residents and business concerns shall not apply to contracts with a dollar value less than \$100,000 or contracts for the purchase of supplies and materials unless the contract for materials includes installation.

Part III. Minority and Women Business Enterprises Policy Statement

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and as promulgated in 24 CFR Part 85 and LHA Board of Commissioners Resolution 12-1341, LHA hereby modifies the numerical requirements relative to contracting with M/WBE and reaffirms its commitment of ensuring that all contractors and any tier

subcontractors that are awarded a contract with a dollar value of \$100,000 or more for work generated through the expenditure of U.S. Department of Housing and Urban Development funding shall take all necessary and reasonable steps to provide M/WBEs with the maximum opportunity to participate in the performance of contracts awarded by LHA.

LHA's M/WBE requirement is:

1) thirty percent (30%) of the dollar value of the contract will be awarded to MBEs and

2) five percent (5%) of the dollar value of the contract will be awarded to WBEs.

This policy is written to comply with the legislative requirements and the LHA Board of Commissioners resolution with the intent of obtaining a reasonable level of success in the utilization of eligible businesses by contractors performing work with LHA under contracts partially or wholly funded with U.S. Department of Housing and Urban Development funds. LHA shall review and consider a contractor's potential for success in meeting these requirements prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), LHA shall require the submission of evidence and certification that the respondent will comply with the requirements of this policy.

Contractors must incorporate and enforce the provision of the M/WBE policy and numerical requirements in any and all tier subcontracts. Requirements relative to contracting with M/WBEs shall not apply to contracts with a dollar value less than \$100,000 or contracts where the contractor is not subcontracting for any work, materials, supplies, services, etc., or when the sole source or specified items are not available from M/WBEs.

Part IV. Contractor Responsibilities

A. General Statement of Contractor Responsibilities

Each contractor entering into a contractual agreement with the LHA is required to comply with the requirements of Section 3 for new employment, training or contracting opportunities resulting from the expenditure of covered funding. The responsibility includes the following:

- 1) Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by the LHA project;
- 2) Notifying potential subcontractors working on the LHA project of their respective responsibilities;
- 3) Incorporating the Section 3 clause into all subcontracts;
- 4) Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;

- 5) Assisting and actively cooperating with LHA in making subcontractors comply;
- 6) Refraining from entering into contracts with subcontractors that are in violation of Section 3 regulations;
- 7) Documenting actions taken to comply with the Section 3 regulation; and
- 8) Submitting Section 3 reports in accordance with LHA contractual requirements.

LHA will:

- 1) Inform contractors of the requirements of the Section 3 regulation;
- 2) Assist contractors and their subcontractors with achieving compliance;
- 3) Monitor contractor's performance with respect to meeting the requirements of Section 3; and
- 4) Report to the U.S. Department of Housing and Urban Development on the cumulative Section 3 activities taking place within our jurisdiction on an annual basis.

B. Notification to Section 3 Residents and Business Concerns of Opportunities

If a contractor or subcontractor has the need to hire new persons to complete the Section 3 covered work or needs to subcontract portions of the work to another business, they are required to direct the newly created employment and/or business opportunity to Section 3 residents and business concerns. This objective can be achieved by implementing procedures to notify Section 3 residents and business concerns of the opportunities. In other words, the contractor or subcontractor must develop ways to inform and recruit Section 3 residents and business concerns.

Contractor or subcontractors may inform Section 3 residents and business concerns about available training and job opportunities by:

1. Partnering or entering into contacting agreements with public housing resident organizations (such as Lakeland Housing Authority Resident Advisory Association), local community development and employment agencies (such as Polk Works);
2. Distributing flyers in the neighborhood surrounding the project;
3. Posting signs in strategic locations in neighborhoods where Section 3 residents and business concerns reside; and
4. Placing ads in local newspapers.

All of the above options are examples of procedures contractors and subcontractors may utilize to notify Section 3 residents and business concerns of employment, training or contracting opportunities. More examples of outreach efforts are provided below and in Appendices A and B.

C. Recruiting Section 3 Residents and Business Concerns

Contractors or businesses can recruit Section 3 residents and business concerns in the following locations:

- 1) LHA public housing developments and
- 2) The neighborhoods surrounding the project site.

Contractors or businesses may inform residents and business concerns about available training and job opportunities by:

- 1) Contacting LHA resident organizations, Polk Works, and other local community development and employment agencies;
- 2) Distributing flyers;
- 3) Posting signs; and
- 4) Placing ads in local newspapers.

D. Notifying Potential Subcontractors of Contractual Responsibilities

All contractors are required to ensure their own compliance **and** the compliance of their subcontractors with the Section 3 regulations, as outlined at 24 CFR Part 135.32. Contractors can notify their subcontractors of their respective responsibilities for compliance with the requirements of the Section 3 regulation by the inclusion of the mandatory Section 3 language in each subcontract for work on a Section 3 covered project. The mandatory Section 3 language advises the subcontractor that if they have the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns, if at all possible. The same numerical goals, i.e., 30% of new hires, 10% of construction contracts, and 3% of non-construction contracts, apply to all subcontractors.

In addition, the subcontractor must notify the contractor about their efforts to comply with Section 3 and submit any required documentation. The documentation required includes details regarding the subcontractors efforts to recruit Section 3 residents and/or business concerns, if they fail to meet their contract goals for Section 3 compliance.

E. Facilitation of Training for Eligible Residents

All contractors and their respective subcontractors are required to comply with the requirements of Section 3 for training opportunities resulting from the expenditure of covered funding. The responsibility includes implementing procedures to notify Section 3 residents about training opportunities generated by Section 3 covered assistance. A list of examples of efforts to provide training opportunities for Section 3 residents is provided in Appendix A.

F. Facilitation of Contract Awards to Section 3 Business Concerns

All contractors and their respective subcontractors must comply with the requirements of Section 3 for contracting opportunities resulting from the expenditure of covered funding. The responsibility includes implementing procedures to notify Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance. A list of examples of efforts to provide contracting opportunities for Section 3 business concerns is provided in Appendix B.

G. Cooperation with LHA

All contractors and their respective subcontractors are strongly encouraged to cooperate with the LHA. LHA is charged with ensuring compliance with the requirements of Section 3. Cooperation with LHA enhances a contractor's chances of continuing to receive contracts for future projects. Non-compliance with the requirements of Section 3 may jeopardize future contracting opportunities with LHA and other HUD sponsored projects.

Contractor Violation of Section 3 Regulations

The LHA will refrain from entering into contracts with contractors or subcontractors that have a previous history of violating the regulations of Section 3. Repeated violations of the Section 3 regulation may jeopardize future contracting opportunities with LHA and other U.S. Department of Housing and Urban Development sponsored projects.

Monitoring and Documentation of Compliance

All contractors shall track the Section 3 compliance efforts of their respective subcontractors. Monitoring compliance with Section 3 regulations consists of documentation of actions taken by subcontractors to achieve the goals specified in their contracts for employment, training and contracting, and the results of actions taken and any impediments encountered.

All contractors shall maintain records of job vacancies, solicitation for bids or proposals, selection materials, and contract documents (including scope of work and contract amount), in accordance with federal or state procurement laws and regulations.

It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract shall subject the contractor to penalties including, but not limited to, the withholding of payments (until such time as compliance is obtained).

Non-Compliance

All contractors that fail to meet the numerical goals of the Section 3 program bear the burden of demonstrating why it was not possible. Contractors must submit documentation or justification that describes the efforts that were taken by the contractor and/or their respective subcontractors, barriers encountered, and other relevant information that supports a good faith effort to achieve the numerical goals. Contractors should maintain records of job vacancies, solicitation for bids or proposals, selection materials, and contract documents (including scope of work and contract amount), in accordance with federal or state procurement laws and regulations. The justifications will allow LHA to make a determination regarding compliance or the failure to achieve the goals of the contractor's Section 3 plan.

Complaints

There is a complaint process for contractors that are suspected of Section 3 violations. Section 3 residents, businesses, or a representative for either may file a complaint with LHA if it seems a contractor or their subcontractor is violating or not in compliance with the Section 3 requirements for a HUD funded project. Contractors are encouraged to try

and resolve complaints prior to the complaint being submitted to HUD or LHA whenever possible.

Examples of violations that will generate complaints from Section 3 residents, Section 3 business concerns or members of the general public may include but are not limited to the following:

Violation: Improper documentation of certification as a Section 3 resident.

Solution: Obtain a copy of documentation as a Section 3 resident from a local housing authority or obtain a copy of certified payroll and proof of residency.

Violation: The contractor did not properly notify Section 3 residents of a new employment opportunity.

Solution: The contractor may be required to re-advertise the employment opportunity.

Violation: The contractor did not give Section 3 business concerns enough time to properly respond to a contracting opportunity (such as a Request for Proposals for construction of stairways or installation of electrical work).

Solution: The contractor may be required to extend the time period for all businesses to respond to the Request for Proposals.

Violation: The contractor has not awarded enough contracts to Section 3 business concerns in order to meet the Section 3 goals specified in its contract.

Solution: Inform the contractor of ways to find and/or recruit Section 3 business concerns and allow for additional time for the contractor to comply with Section 3.

Solution: The contractor can use creative methods to extend contracting or subcontracting opportunities to Section 3 business concerns by breaking down a trade into individual task such as installation of screens and/or windows; installation of handicap rails, etc.

The cure period for each of the above listed sample violations will be determined at the discretion of LHA. The standard cure period is usually thirty (30) days or before LHA grants approval of the next request for payment submitted by the violating party or parties. LHA may grant more time for the cure period. LHA will review violations on an individual or "case by case" basis.

Part V. Data Collection and Required Reporting Forms

Data Collection

All contractors or businesses procured by the LHA shall submit written reports of their compliance efforts on a monthly basis. Some examples of monthly reporting forms include the following:

Section 3 and MWBE Contracting Compliance Summary Reporting Form – Provides a list of all Section 3, DBE and MWBE subcontractors and suppliers utilized on the contractor's contract with the LHA to date. Contractors shall provide LHA with copies of all subcontracts with a dollar value of \$100,000 or more. A copy of this report is provided in Appendix D. This form also includes instructions for completion.

Additional reports and forms contractors and subcontractors are required to provide include the following:

Section 3 Man Hour Report Form – Used to track the number of Section 3 residents hired by a contractor or subcontractor. The name and address of all Section 3 employees performing work during the respective payroll period must be listed on this form. This form must be signed by an authorized representative of the contractor or subcontractor. A copy of this form is provided in Appendix E. This form also includes instructions for completion.

Section 3 and MWBE Monthly Contracting Compliance Report – Used to track contractor and subcontractor performance with opportunities for Section 3 business concerns and MWBEs on a monthly basis. A copy of this form is provided in Appendix F. This form also includes instructions for completion.

Sample Payroll Form WH 347 – This form is used to track payroll activity. It may be used by contractors that do not have a standard payroll form. It can be used to track payroll activity on a weekly or bi-weekly basis. The form was created by the U.S. Department of Labor (DOL). A copy of this form is provided in Appendix G.

Contractor Monthly Report – This report provides a written narrative of the activities engaged in or completed by the contractor. It also includes a written explanation of the contractor's outreach efforts and any obstacles incurred while trying to reach their Section 3 goals. An outline for this report is provided in Appendix H. This form also includes instructions for completion.

Core Employees List - Prior to start of the delivery of any services required by a contract executed with LHA, the contractor and any respective subcontractor shall provide LHA with a list of all core employees that will be assigned to work on the project. A core employee is any person listed and verified as employed with the contractor prior to the execution of the contract with LHA or any person listed and verified as employed with the subcontractor prior to the execution of the contract with the contractor (having an executed contract with LHA).

Appendices

APPENDIX A – EXAMPLES OF EFFORTS TO OFFER JOB AND TRAINING OPPORTUNITIES TO SECTION 3 GRANTEEES

APPENDIX B – EXAMPLES OF EFFORTS TO AWARD CONTRACTS TO SECTION 3 BUSINESS CONCERNS

APPENDIX C – MANDATORY SECTION 3 LANGUAGE FOR CONTRACTS COVERED BY SECTION 3

APPENDIX D - SECTION 3 AND MWBE CONTRACTING COMPLIANCE SUMMARY REPORTING FORM

APPENDIX E – SECTION 3 MAN HOUR REPORT

APPENDIX F – SECTION 3 AND MWBE MONTHLY CONTRACTING COMPLIANCE REPORTING FORM

APPENDIX G – FORM 347 – SAMPLE PAYROLL FORM

APPENDIX H – MONTHLY REPORT OUTLINE - CONTRACTOR

APPENDIX I – CORE EMPLOYEE LIST FORM

APPENDIX

A

Appendix A – Examples of Efforts to Offer Job and Training Opportunities to Section 3 Grantees

Examples of efforts to offer job and training opportunities to Section 3 Residents include, but are not limited to the following:

Entering into "first source" hiring agreements with organizations representing Section 3 residents.

Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.

Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of a public housing development or the community where the new project is located.

Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in a public housing development and community organizations to request the assistance of these organizations in notifying Section 3 residents of the training and employment positions to be filled.

Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by a contractor representative at a location in the neighborhood or service area of the section 3 covered project.

Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

APPENDIX

B

Appendix B – Examples of Efforts to Award Contracts to Section 3 Business Concerns

Examples of efforts to award contracts to Section 3 Business Concerns include, but are not limited to, the following:

Participation in HUD training designed to encourage participation of Section 3 business concerns.

In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.

Contacting business assistance agencies, minority contractor associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 business concerns.

Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas within the community or with the local housing authority.

Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

Coordinating pre-bid meetings at which Section 3 business concerns can be informed of upcoming contracting and subcontracting opportunities.

Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can respond to upcoming contracting opportunities, and making such information available in languages other than English where appropriate.

Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.

Examples of Efforts to Award Contracts to Section 3 Business Concerns (cont'd)

Where appropriate, dividing or breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

Developing a list of eligible Section 3 business concerns.

Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.

Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

Actively supporting joint ventures with Section 3 business concerns.

APPENDIX

C

Appendix C – Mandatory Section 3 Language for Contracts Covered by Section 3

All contracts subject to the Section 3 requirements will include the following clause:

- 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 grantees 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, together with any implementation requirements or regulations of HUD that apply thereto. 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 part 135 of the regulations.
- C.** The contractor agrees, and shall cause each subcontractor, to send to each labor organization or representative of workers with which the contractor or such subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's 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. The Housing Authority of the City of Lakeland's Section 3 employment goal is thirty percent (30%) of all new hires. The Housing Authority of the City of Lakeland's Section 3 contracting goal is ten percent (10%) of contract and subcontract value.
- D.** The contractor agrees, and shall cause each subcontractor to agree, to include this Section 3 clause in every subcontract (\$100,000 or more) 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 provision, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor and subcontractors will not subcontract with any subcontractor when 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 shall, and will cause each subcontractor to, certify that any vacant employment positions, including training positions, that are filled (a) after the contractor or such subcontractor is selected but before the contract is executed, and (b) with persons other than those to whom the regulations of 24 CFR Part 135 require employment

Mandatory Section 3 Language for Contracts Covered by Section 3 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. The contactor shall, and will require each subcontractor to, submit a monthly report to the Housing Authority of the City of Lakeland's tracking Section 3 employment and contracting goals.

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 provision 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).

APPENDIX

D

M/WBE and Section 3 Compliance Summary Reporting Form

Month of _____ 201

| Contractor | Subcontractor | Locale | Project | Contract Number | Contract Amount | Racial Ethnic Code | Contract Type | Number of New Hires | Number of Section 3 Hires | Section 3 New Hires % | MBE Contract Amount | MBE % | WBE Contract Amount | WBE % | Section 3 Contract Amount | Section 3 Contract % |
|-----------------------|---|---------------|------------------|-----------------|-----------------|--------------------|---------------|---------------------|---------------------------|-----------------------|---------------------|-------|---------------------|---------|---------------------------|----------------------|
| Development Company A | | Mayberry, USA | East County Area | 08-128-10-17 | | 2 | 1 | 0 | 0 | 0% | | 100% | - | 0% | - | 0.000% |
| | ABC Architect | Dallas, TX | East County Area | | \$373,100.00 | 1 | 9 | 0 | 0 | 0% | | | - | 0% | - | 0% |
| | CDC Contractor L&M Construction Company | Metairie, LA | East County Area | | \$1,543,857.03 | 1 | 6 | 12 | 7 | 58% | | | | | | |
| | A & X Multi-Service | My Town, USA | East County Area | | \$230,300.00 | 2 | 4 | 5 | 4 | 80% | \$ 230,300.00 | 100% | | | | |
| | The Rock Consulting Group | My Town, USA | East County Area | | \$35,000.00 | 2 | 4 | 0 | 0 | | \$ 35,000.00 | | | | 3,500.00 | 100% |
| | My Cleaning Company | My Town, USA | East County Area | | \$2,401.12 | 2 | 6 | 0 | 0 | 0% | \$ 2,401.12 | 100% | - | 0% | - | 0% |
| | Y&J Trucking Company | My Town, USA | East County Area | | \$15,000.00 | | 1 | 2 | 2 | 100% | | | | | 15,000.00 | 100% |
| | B&S Accounting | New York, NY | East County Area | | \$25,000.00 | 3 | 1 | 1 | 0 | 0% | | | 25,000.00 | | | |
| | EZ Environmental Company | My Town, USA | East County Area | | \$75,000.00 | 1 | 6 | 0 | 0 | 0% | | | - | 0% | - | 0% |
| | | | | | \$48,000.00 | 1 | 6 | 0 | 0 | 0% | | | - | 0% | - | 0% |
| | | | TOTALS | | \$2,347,458.15 | | | 20 | 13 | 65% | \$287,701.12 | 11.4% | \$25,000.00 | \$ 0.01 | \$18,500.00 | \$ 0.01 |

RACIAL/ETHNIC CODES

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews
- 7 = Women

TYPE OF CONTRACT

- 1 = New Constr.
- 2 = Subst. Rehab
- 3 = Repair
- 4 = Service
- 5 = Project Mgmt.
- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Eng./Appraisal
- 0 = Other

Minority and Women Business Enterprises and Section 3 Contracting and Compliance Report

Instructions: This form is to be used to report monthly accomplishments regarding employment and contracting opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards; (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section 3-covered activity.

Recipient Agencies, Sub-Grantees and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons. A contractor working on a project that receives Section 3 covered assistance shall submit once copy of this report to the Recipient Agency or Sub-Grantee. It is recommended that the report be submitted by the contractor on a monthly basis to the Recipient Agency or Sub-Grantee as a part of any pay request submittal package. The contractor shall be responsible for obtaining the information necessary to complete the report from any and all subcontractors performing work on the Section 3-covered project.

The form shall be completed as follows:

Report for month of: Enter the month and year in which the report is prepared

Contractor: Enter the name of the contractor that has executed an agreement with the recipient agency.

Subcontractor: Enter the name of the subcontractor(s) that have executed an agreement with the contractor.

Address: Enter the business address of the contractor or subcontractor(s).

Project: Enter the name of the project that has been approved by the Recipient Agency or Sub-Grantee.

Contract Number: Enter the number or other identification code used by the recipient agency to distinguish this contract from other contracts issued by the recipient agency, if applicable.

Contract Amount: Enter the dollar value of the contract at the time of execution.

Racial Ethnic Code: Enter the race or ethnic code for the person that owns 51% of more of the company. The codes are (1) white; (2) Black or African-American; (3) Native American; (4) Hispanic; (5) Asian/Pacific Islander; (6) Hasidic Jews; or (7) woman

Contract Type: Enter the code for the type of contract issued to the contractor or subcontractor. The codes are (1) new construction; (2) substantial rehabilitation; (3) repair; (4) service; (5) project management; (6) professional services; (7) tenant services; (8) education/training; (9) architectural, engineering or appraisal; or (0) other.

Number of New Hires: Enter the total number of new employees hired by the contractor or subcontractor since starting work on the project. The number does not include employees previously hired by the contractor or subcontractor prior to starting work on the project.

Number of Section 3 Hires: Enter the total number of new Section 3 employees hired by the contractor or subcontractor since starting work on the project.

Percentage of Section 3 New Hires: Enter the percentage of new Section 3 employees hired by the contractor or subcontractor since starting work on the project. Divide the number of Section 3 hires by the number of new employees hired by the contractor or subcontractor since starting work on the project.

MBE Contract Amount: Enter the dollar amount to be paid to the Minority Business Enterprise by the contractor or subcontractor since starting work on the project.

MBE Percentage: Enter the percentage of contracts awarded to Minority Business Enterprise by the contractor or subcontractor since starting work on the project. Divide the total dollar amount of contracts awarded to the Minority Business Enterprise by the total dollar amount of all contracts awarded by the contractor since starting work on the project.

WBE Contract Amount: Enter the dollar amount to be paid to the Woman Business Enterprises by the contractor or subcontractor since starting work on the project.

WBE Percentage: Enter the percentage of contracts awarded to Woman Business Enterprise by the contractor or subcontractor since starting work on the project. Divide the total dollar amount of contracts awarded to the Woman Business Enterprise by the total dollar amount of all contracts awarded by the contractor since starting work on the project.

Section 3 Contract Amount: Enter the dollar amount to be paid to the Section 3 business concern by the contractor or subcontractor since starting work on the project.

Section 3 Percentage: Enter the percentage of contracts awarded to Minority Business Enterprise by the contractor or subcontractor since starting work on the project. Divide the total dollar amount of contracts awarded to the Section 3 business concern by the total dollar amount of all contracts awarded by the contractor since starting work on the project.

APPENDIX

E

**LAKELAND HOUSING AUTHORITY
DEPARTMENT OF PROCUREMENT AND CONTRACTS**

Section 3 Manhour Report

To be submitted with each application for payment

Contractor: _____ Contract No: _____

Contract Start Date: _____ Contract Completion Date: _____

Report for month of: _____

Identify all Section 3 residents who have performed work in connection with this project to date. All Section 3 employees must appear on the Certified Payroll Form.

| Name Address Social Security # | Indicate with an "X" if Employee was hired this period** | Referral Source | Section 3 Category Preference | Number of Manhours Worked This Period | Hire Date | Termination Date |
|---|--|--------------------|-------------------------------------|---|-----------|---------------------|
| John Doe 1 Main Street, Lakeland 123-45-6789 | X | LHA | 2 | 30 | 5/2/12 | N/A |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

For the period of this report, indicate:

Total number of man hours worked by all employees: _____

Total number of man hours worked by Section 3 employees: _____

Total Percentage of man hours worked by Section 3 employees: _____

Name: _____

Date: _____

Title: _____

** Attach Section 3 Resident Certification Forms for each new hire reported.

Section 3 Man Hour Report

Instructions: This report is to be used to report monthly accomplishments regarding employment opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards; (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section 3-covered activity.

Recipient agencies and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons. A contractor working on a project that receives Section 3 covered assistance shall submit once copy of this report to the recipient agency. It is recommended that the report be submitted by the contractor on a monthly basis to the recipient agency as a part of any pay request submittal package. The contractor shall be responsible for obtaining the information necessary to complete the report from any and all subcontractors performing work on the Section 3-covered project.

The report shall be completed as follows:

Contractor: Enter the name of the contractor or subcontractor that has hired a Section 3 employee or employees.

Contract No: Enter the number or other identification code used by the recipient agency to distinguish this contract from other contracts issued by the recipient agency, if applicable.

Contract Start Date: Enter the date the contract was executed by the recipient agency and the contractor. Subcontractors should enter the date the contract executed between the contractor and the respective subcontractor.

Contract Completion Date: Enter the date the contact is scheduled to expire. Subcontractors should enter the date the contract executed between the contractor and the respective subcontractor is scheduled to expire.

Report for month of: Enter the month and year in which the report is prepared

Name, Address, Social Security #: Enter the name, address and social security number of any person that meets the definition of a Section 3 employee and is hired by the subcontractor(s) or supplier(s) performing work under the contract.

Indicate with an "X" if Employee was hired this period: If the employee was hired during the period for which the report is submitted, enter an "X" on the in this column on the same line as the name of the respective new employee.

Referral Source: If the recipient agency or contractor wants to track their outreach efforts to determine which method was most effective in recruiting Section 3 residents, enter the referral source in this column. Examples include such as newspaper advertisement, public service announcements, partner agencies, on-site job advertisement, etc.

Section 3 Category Preference: In this column indicate whether the Section 3 hire is a (1) Category One – resident of a public housing agency housing site where the work is being performed; (2) Category Two – resident of any public housing agency housing site; (3) Category Three – participants in a HUD Youthbuild Program; or (4) Category Four – other low- and very low-income persons.

Number of Man Hours Worked This Period: Enter the total amount hours the employee worked during the current pay period. For example, 160 hours.

Hire Date: Enter the date the person was hired as a full-time employee.

Termination Date: Enter the date the employee was terminated.

For the period of this report, indicate:

Total number of man hours worked by all employees: Enter the total amount to hours worked during current month by all employees hired by the contractor or subcontractor.

Total number of man hours worked by Section 3 employees: Enter the total amount to hours worked during current month by Section 3 employees hired by the contractor or subcontractor.

Total Percentage of man hours worked by all employees: Enter the percentage of hours worked during current month by Section 3 employees hired by the contractor or subcontractor. Divide the number of hours worked by Section 3 employees by the number of hours worked by all employees.

Name: Enter the first and last name of the person completing the report.

Title: Enter the title of the person completing the report.

Date: Enter the date the person completed the report.

Attach Section 3 Resident Certification Forms for each new hire reported: The contractor or subcontractor should provide a copy of the documentation that is being used to certify the respective employee's status as a Section 3 hire.

Note: The contractor may use multiple pages for this report if necessary and appropriate.

APPENDIX

F

LAKELAND HOUSING AUTHORITY

Contracting Compliance Report

To be submitted with request for payment

Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Original Contract Amount: \$ _____

Current Contract Amount (Including Change Orders): \$ _____

Report for month of: _____ 201_____

List all Section 3/DBE/WBE Subcontractors and Suppliers utilized on this contract to date. Copies of all subcontract/supplier agreements executed during this reporting period must be submitted with report. Make copies of form if additional space is needed.

| Name of Subcontractor/Supplier | Indicate with an "X" if Certified by LHA | Scope of Work Performed | Total Subcontract Amount Including Change Orders | Amount Paid this Period | Amount Paid To Date | Balance Remaining |
|--------------------------------|--|-------------------------|--|-------------------------|---------------------|-------------------|
| Harvey Wallbanger | X | Carpentry | 50,000 | 10,000 | 10,000 | 40,000 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Total Amount Paid to Contractor by Subgrantee Agency:

This Period: \$ _____ To Date: \$ _____

Total Amount Paid by Contractor to Section 3 Business Concerns:

This Period: \$ _____ To Date: \$ _____

Total Amount Paid by Contractor to MBEs:

This Period: \$ _____ To Date: \$ _____

Total Amount Paid by Contractor to WBEs:

This Period: \$ _____ To Date: \$ _____

Name: _____

Title: _____

Date: _____

Contracting and Compliance Report

Instructions: This form is to be used to report monthly accomplishments regarding employment and contracting opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards; (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section 3-covered activity.

Recipient Agencies, Sub-Grantees and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons. A contractor working on a project that receives Section 3 covered assistance shall submit once copy of this report to the Recipient Agency or Sub-Grantee. It is recommended that the report be submitted by the contractor on a monthly basis to the Recipient Agency or Sub-Grantee as a part of any pay request submittal package. The contractor shall be responsible for obtaining the information necessary to complete the report from any and all subcontractors performing work on the Section 3-covered project.

The form shall be completed as follows:

Contractor: Enter the name of the contractor that has executed an agreement with the Recipient Agency or Sub-Grantee.

Contract No: Enter the number or other identification code used by the recipient agency to distinguish this contract from other contracts issued by the Recipient Agency or Sub-Grantee, if applicable.

Contract Start Date: Enter the date the contract was executed by the Recipient Agency or Sub-Grantee and the contractor.

Contract Completion Date: Enter the date the contact is scheduled to expire.

Original Contract Amount: Enter the dollar value of the contract at the time of execution.

Current Contract Amount (including Change Orders): Enter the most recent or current dollar value of the contract if the dollar value was increased by a change order that was approved by the Recipient Agency or Sub-Grantee.

Report for month of: Enter the month and year in which the report is prepared

Name of Subcontractor/Supplier: Enter the name of each subcontractor(s) or supplier(s) performing work under the contract.

Indicate with an "X" if Certified by Recipient Agency or Sub-Grantee: If the Recipient Agency or Sub-Grantee requires each subcontractor or supplier to be certified as a Section 3 business concern, woman- or minority owned business enterprise and said certification has been reviewed and approved by the Recipient Agency or Sub-Grantee enter an "X" on the in this column on the same line as the name of the respective Section 3 business concern, woman- or minority-owned business enterprise.

Scope of Work Performed: Enter the type of work being performed under the contact in this column. Examples include carpentry, masonry, electrical, supplier, cleaning, etc.

Total Subcontract Amount Including Change Orders: Enter the total dollar value of the subcontract. The total should include the dollar value of any change orders or amendments that increase the dollar value of the subcontract.

Amount Paid this Period: Enter the total amount to be paid to the subcontractor or supplier during the current pay period.

Amount Paid To Date: Enter the cumulative total amount paid to the subcontractor or supplier since the beginning of the contract.

Balance Remaining: Subtract the Amount Paid to Date from the Total Subcontract Amount and enter the number into this column. The difference is the remaining balance to be paid to subcontractor.

Total Amount Paid to Contractor by Recipient Agency or Sub-Grantee:

This Period: Enter the dollar amount to be paid to the contractor during current month.

To Date: Enter the cumulative dollar amount paid to the contractor since the beginning of the contract.

Total Amount Paid by Contractor to Section 3 Business Concerns:

This Period: Enter the dollar amount to be paid to the Section 3 business concerns during the current month.

To Date: Enter the cumulative dollar amount paid to the Section 3 business concerns since the beginning of the contract.

Total Amount Paid by Contractor to MBE:

This Period: Enter the dollar amount to be paid to the Minority Business Enterprises during the current month.

To Date: Enter the cumulative dollar amount paid to the Minority Business Enterprises since the beginning of the contract.

Total Amount Paid by Contractor to WBE:

This Period: Enter the dollar amount to be paid to the Women Business Enterprises during the current month.

To Date: Enter the cumulative dollar amount paid to the Women Business Enterprises since the beginning of the contract.

Name: Enter the first and last name of the person completing the report.

Title: Enter the title of the person completing the report.

Date: Enter the date the person completed the report.

Note: The contractor may use multiple pages for this report if necessary and appropriate.

APPENDIX

G

PAYROLL

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



Rev. Dec. 2008

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

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

| | | |
|---|-----------------|-------------------------|
| NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/> | ADDRESS | |
| PAYROLL NO. | FOR WEEK ENDING | PROJECT OR CONTRACT NO. |

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

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

Public Burden Statement

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

Date _____

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

do hereby state:

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

_____ on the _____ (Contractor or Subcontractor); that during the payroll period commencing on the _____ (Building or Work) _____ day of _____, and ending the _____ day of _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

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

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

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

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

APPENDIX

H

LAKELAND HOUSING AUTHORITY

PROJECT NAME CONTRACTOR MONTHLY REPORT OUTLINE

- I. Current Month Activities
- II. Planned Activities - Next Month
- III. Schedule Narrative
 - a. Deadlines Achieved
 - b. Deadlines Missed (w/explanations)
 - c. Next Month deadlines
- IV. Subcontracting Narrative
 - a. Solicitations in Progress
 - b. Subcontracts Executed
 - c. MBE/WBE Outreach and Participation
 - d. Section 3 Outreach and Participation
- V. Budget Narrative
 - a. Funds Obligated and Expended to Date
 - b. Potential line item shortfalls
- VI. Pending Issues
 - a. Issues pending from prior months
 - b. Prior issues resolved this month
 - c. New issues

APPENDIX

I

**LAKELAND HOUSING AUTHORITY
DEPARTMENT OF PROCUREMENT AND CONTRACTS**

LIST OF CORE EMPLOYEES

CONTRACT EXECUTION DATE: _____

List all regular, permanent employees who are currently performing work or who normally perform work for your company when work is available and will be working on the LHA project. Duplicate this form if additional space is needed.

| Name Address | Date of Hire | Job Classification |
|--|--------------|--------------------|
| John Doe 1515 Mockingbird Lane City, State | 10/10/2010 | Plumber |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Core Employee: Contractor's regular, permanent employee who normally performs work for the Contractor when work is available.

Name: _____

Title: _____

Date: _____

Signature of authorized representative

Date signed (mm/dd/yyyy)

b.) Residents as Employees

Each Contractor and subcontractor shall fulfill his obligation to utilize Lower income project area residents as employees to the greatest extent feasible by:

- 1.) Identifying the number of positions in the various occupational categories included skilled, semi-skilled, and unskilled labor needed to perform each phase of the Section 3 covered project.
- 2.) Identifying the number of positions currently occupied by regular, permanent employees.
- 3.) Establishing the positions not currently occupied by regular, permanent employees.
- 4.) Establishing the position identified in paragraph (3) of this Part, a goal which is consistent with this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area.
- 5.) "Work Force Needs Table"- See Appendix No.1.

c.) Utilization of businesses

Each contractor and subcontractor undertaking work on a Section 3 covered project shall assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to business concerns located within the Section 3 covered area.

- 1.) "Business Utilization Table"-See Appendix No. 2.

C. GOOD FAITH EFFORT

Each Contractor and subcontractor seeking to establish that a good faith effort, as required by Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, has been made to fill all training positions with lower income area residents; and fill all employment position identified in Section B, paragraph b, subparagraphs (3) and (4) shall:

- a.) Attempt to recruit from the appropriate areas the necessary number of lower income residents through local advertising media, signs placed at the proposed site and community organizations and public and private institutions operating within or serving the project area, such as State Employment Office and Opportunities Industrialization Center (OIC)

- b.) Maintain a list of all lower-income area residents who have applied either on their own or on referral from any source, and employ such persons if otherwise eligible and/or qualified and if a vacancy exists. If no vacancies exist, the eligibility and/or qualifications of the applicants shall be considered and listed for the first available opening.
- c.) Any Contractor or subcontractor which fills vacant apprentice and trainee positions and/or employment positions, identified in subparagraph b above, but more specifically identified in Section 3 of the Housing and Urban Development Act of 1968, 12 USC 1701u, Section 135.55, in this organization immediately prior to undertaking work pursuant to a Section 3 covered contract shall set forth evidence acceptable to the Secretary that its action were not an attempt to circumvent these regulations.

D. AFFIRMATIVE ACTION

- a.) An Affirmative Action Plan pursuant to a Section 3 covered contract shall:
 - 1.) Set forth the appropriate number and estimated dollar value of contracts to be awarded to eligible businesses and entrepreneurs within each category over the duration of the contract.
 - 2.) Ensure that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media.
- b.) Each Contractor and subcontractor seeking to establish that a good faith effort been made shall, as a minimum, attempt to recruit from the appropriate areas the necessary eligible business concerns through:
 - 1.) Local advertising
 - 2.) Signs placed at the site
 - 3.) Community organizations, public and private institutions operating or serving within the project area such as P.A.C., OIC and State Employment Offices.

E. CERTIFICATES OF COMPLIANCE

The Contractor shall execute the Certificate of Compliance (Appendix No.3) and cause all subcontractors undertaking work in connection with this contract to furnish the same.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

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

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

DAVIS-BACON WAGE DETERMINATION

For

WESTLAKE PHASE III DEMOLITION

FL20230082 01/06/2023

"General Decision Number: FL20230082 01/06/2023

Superseded General Decision Number: FL20220082

State: Florida

Construction Type: Residential

County: Polk County in Florida.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023. |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

| | |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0 | 01/06/2023 |

ENGI0925-008 06/01/2013

| | |
|-------|---------|
| Rates | Fringes |
|-------|---------|

POWER EQUIPMENT OPERATOR:

| | | |
|---|----------|-------|
| Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain Cranes; and Any Crane not otherwise described below... | \$ 29.61 | 11.50 |
| Hydraulic Cranes Rated 100 Tons or Above but Less Than 250 Tons; and Lattice Boom Cranes Less Than 150 Tons if not described below. | \$ 30.61 | 11.50 |
| Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size; Mobile Tower Cranes or Luffing Boom Cranes of | | |

Any Size; Electric Tower
 Cranes; Hydraulic Cranes
 Rated at 250 Tons or
 Above; and Any Crane
 Equipped with 300 Foot or
 More of Any Boom
 Combination.....\$ 31.61 11.50
 Oiler.....\$ 22.91 11.50

IRON0397-003 07/01/2022

| | Rates | Fringes |
|--|----------|---------|
| IRONWORKER, REINFORCING AND STRUCTURAL..... | \$ 32.60 | 16.97 |

SUFL2009-121 06/08/2009

| | Rates | Fringes |
|---|-------------|---------|
| BRICKLAYER..... | \$ 20.00 | 0.00 |
| CARPENTER, Includes Cabinet Installation..... | \$ 11.37 ** | 0.00 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 15.14 ** | 0.00 |
| ELECTRICIAN..... | \$ 12.66 ** | 0.00 |
| IRONWORKER, ORNAMENTAL..... | \$ 12.60 ** | 0.00 |
| LABORER: Common or General..... | \$ 9.85 ** | 0.00 |
| LABORER: Mason Tender - Brick... | \$ 11.51 ** | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 10.46 ** | 0.00 |
| LABORER: Pipelayer..... | \$ 11.79 ** | 0.00 |
| LABORER: Roof Tearoff..... | \$ 9.00 ** | 0.00 |
| LABORER: Landscape and Irrigation..... | \$ 8.26 ** | 0.00 |
| OPERATOR: Asphalt Paver..... | \$ 12.07 ** | 0.00 |
| OPERATOR: Backhoe Loader Combo..... | \$ 17.04 | 0.00 |
| OPERATOR: Backhoe/Excavator..... | \$ 12.56 ** | 0.00 |
| OPERATOR: Bulldozer..... | \$ 12.14 ** | 0.00 |
| OPERATOR: Distributor..... | \$ 11.57 ** | 0.00 |
| OPERATOR: Forklift..... | \$ 17.38 | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 15.50 ** | 0.00 |
| OPERATOR: Loader..... | \$ 11.59 ** | 0.00 |
| OPERATOR: Roller..... | \$ 11.02 ** | 0.00 |
| OPERATOR: Screed..... | \$ 11.08 ** | 0.00 |
| OPERATOR: Trackhoe..... | \$ 15.68 ** | 0.00 |
| OPERATOR: Tractor..... | \$ 10.20 ** | 0.00 |
| PLUMBER..... | \$ 13.22 ** | 0.00 |
| ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs)..... | \$ 13.33 ** | 0.00 |
| ROOFER: Metal Roof..... | \$ 16.99 | 0.00 |
| SHEET METAL WORKER, Excludes Metal Roof Installation..... | \$ 9.50 ** | 0.00 |
| TRUCK DRIVER, Includes Dump Truck..... | \$ 10.22 ** | 0.00 |

TRUCK DRIVER: Lowboy Truck.....\$ 12.10 ** 0.00

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

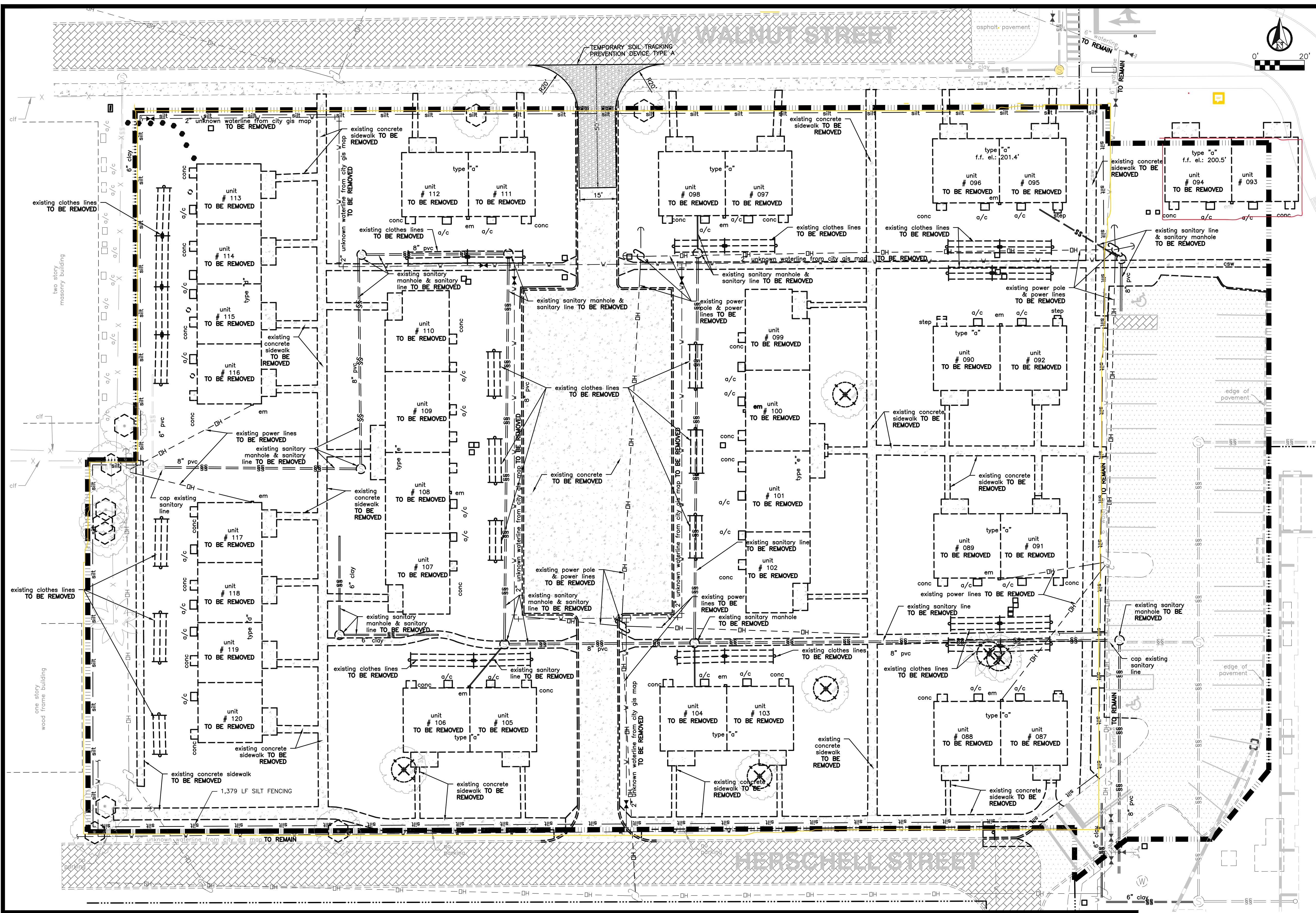
The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

END OF GENERAL DECISIO"



SITE DEMOLITION NOTES

1. CONTRACTOR TO DEMOLISH AND REMOVE ALL IMPROVEMENTS WITHIN LIMITS OF DEMOLITION SHOWN UNLESS OTHERWISE NOTED.
2. CONTRACTOR TO ESTABLISH AND PROPERLY FLAG PROPERTY LINES PRIOR TO DEMOLITION.
3. ALL ABOVE AND BELOW GROUND HARDWARE, EQUIPMENT AND MATERIALS TO BE DISPOSED OF IN ACCORDANCE WITH LOCAL MUNICIPALITY REQUIREMENTS.
4. INFORMATION TAKEN FROM BOUNDARY AND TOPOGRAPHIC SURVEY PREPARED BY EBI SURVEYING DATED 8-29-17.
5. UTILITIES TO BE PLUGGED SHALL BE FILLED WITH A MINIMUM 1.0 CUBIC FT. OF NON SHRINK GROUT OR AS OTHERWISE APPROVED BY ENGINEER.
6. TREES SHOWN TO REMAIN SHALL MAINTAIN PROTECTIVE BARRIERS DURING DEMOLITION. THESE BARRIERS SHALL BE IN ACCORDANCE WITH CURRENT LOCAL MUNICIPALITY STANDARDS.
7. THE CONTRACTOR SHALL COORDINATE THE REMOVAL OF EXISTING UTILITIES WITH THE OWNER OF SAID UTILITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO WATER, SEWER, GAS, CABLE TV, POWER AND TELEPHONE.
8. THE CONTRACTOR SHALL UTILIZE SUITABLE EROSION CONTROL DURING DEMOLITION. SEE GENERAL NOTES.
9. THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO DEMOLITION AND WILL BE RESPONSIBLE FOR THE DAMAGE OF ANY ON-SITE OR OFF-SITE UTILITIES THAT ARE NOT A PART OF THIS PROJECT OR ARE NOT IDENTIFIED TO BE REMOVED.
10. THE CONTRACTOR SHALL BARRICADE THE SITE AND CONTROL TRAFFIC PER CURRENT FDOT TRAFFIC CONTROL STANDARDS.

EROSION CONTROL MEASURES NOTE:

1. REQUIRED EROSION CONTROL MEASURES MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. FAILURE TO INSTALL OR PROPERLY MAINTAIN THESE BARRICADES WILL RESULT IN ENFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS, AS PROVIDED BY CHAPTERS 400-4 AND 400-40, F.A.C. INITIATION OF CIVIL PENALTY PROCEDURES PURSUANT TO SECTION 373.129, F.A.C., CAN RESULT IN A PENALTY NOT TO EXCEED \$10,000 PER OFFENSE WITH EACH DATE DURING WHICH SUCH VIOLATION OCCURS CONSTITUTING A SEPARATE OFFENSE.
2. CONTRACTOR SHALL INSTALL AND MAINTAIN ALL EROSION CONTROL IN COMPLIANCE WITH THE CONSTRUCTION SURFACE WATER MANAGEMENT PLAN AND STORMWATER POLLUTION PREVENTION PLAN.

LEGEND

| | |
|--|----------------------------|
| | SILT FENCING |
| | SITE BOUNDARY LINE |
| | CENTER LINE |
| | RIGHT-OF-WAY |
| | EXISTING EDGE OF PAVEMENT |
| | EXISTING POWER LINE |
| | EXISTING FENCE LINE |
| | WETLAND LINE |
| | TYPICAL |
| | RIGHT-OF-WAY |
| | POWER POLE |
| | TREE TO BE REMOVED |
| | TREE BARRICADE |
| | EXISTING CONCRETE PAVEMENT |
| | EXISTING ASPHALT PAVEMENT |

B-BOGGS ENGINEERING, LLC
 607 S. Alexander Street, Suite 101
 Plant City, FL 33563
 Phone: 813-747-9100
 www.boggseng.com | info@boggseng.com
 CO#-25867

TWIN LAKES ESTATES-PHASE 3
501 HARTSELL DRIVE
LAKELAND, FLORIDA

STEVEN C. BOGGS
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER
 LICENSE NO. 55410

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY STEVEN C. BOGGS, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT NO:
15031.005

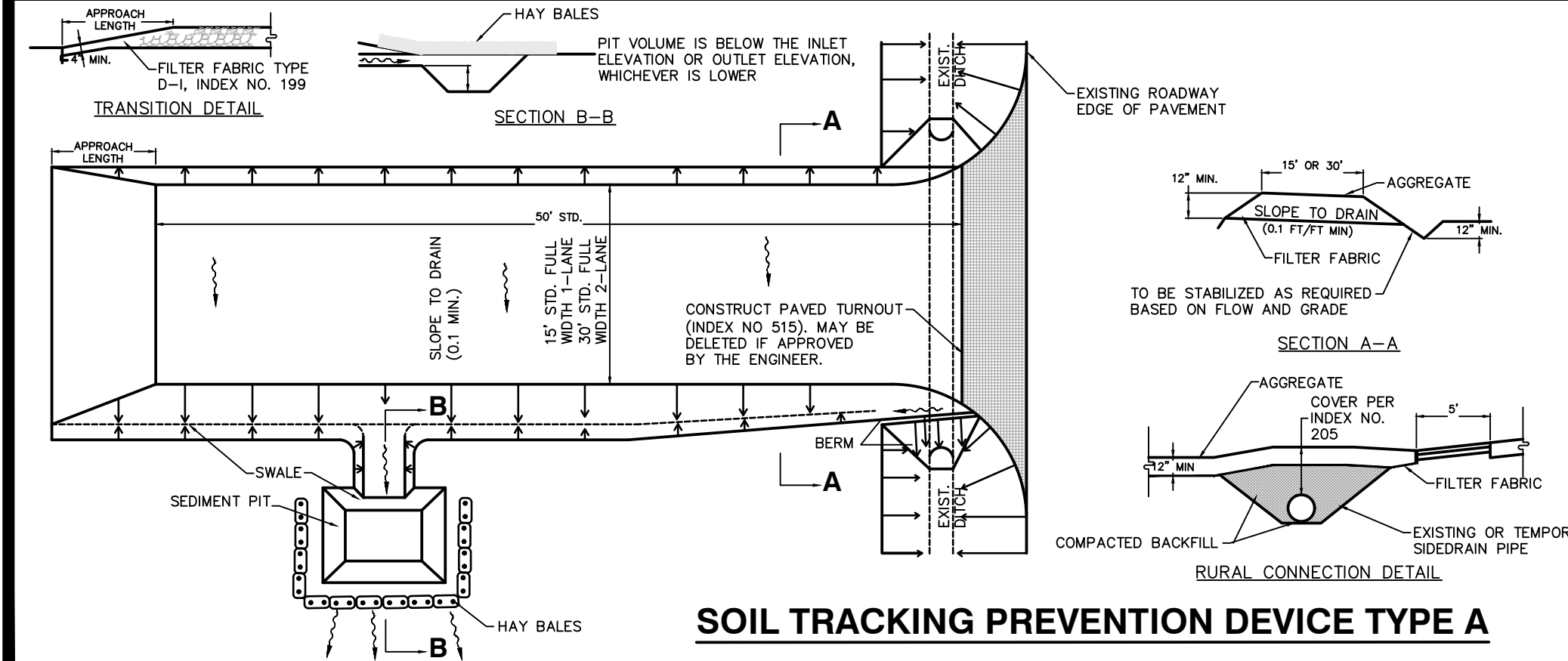
DATE: 6/15/22
 DESIGNED BY: SCB
 DRAWN BY: GTH
 CHECKED BY: SCB

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
 www.callsunshine.com

DRAWING TITLE:

DEMOLITION PLAN

SHEET NO:
04



GENERAL NOTES

1. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE CONSTRUCTED AT LOCATIONS DESIGNATED BY THE ENGINEER FOR POINTS OF EGRESS FROM UNSTABILIZED AREAS OF THE PROJECT TO PUBLIC ROADS WHERE OFFSITE TRACKING OF MUD COULD OCCUR. TRAFFIC FROM UNSTABILIZED AREAS OF THE CONSTRUCTION PROJECT SHALL BE DIRECTED THRU A STPD. BARRIERS, FLAGGING, OR OTHER POSITIVE MEANS SHALL BE USED AS REQUIRED TO LIMIT AND DIRECT VEHICULAR EGRESS ACROSS THE STPD.
2. THE CONTRACTOR MAY PROPOSE AN ALTERNATIVE TECHNIQUE TO MINIMIZE OFFSITE TRACKING OF SEDIMENT. THE ALTERNATIVE MUST BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO ITS USE.
3. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING THE STPD AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED BY THE ENGINEER.
4. AGGREGATES SHALL BE AS DESCRIBED IN SECTION 901 EXCLUDING 901-2.3. AGGREGATES SHALL BE FDOT SIZE #1. IF THIS SIZE IS NOT AVAILABLE, THE NEXT AVAILABLE SMALLER SIZE AGGREGATE MAY BE SUBSTITUTED WITH THE APPROVAL OF THE ENGINEER. SIZES CONTAINING EXCESSIVE SMALL AGGREGATE WILL TRACK OFF THE PROJECT AND ARE UNSUITABLE.
5. THE SEDIMENT PIT SHOULD PROVIDE A RETENTION VOLUME OF 3600 CUBIC FEET/ACRE OF SURFACE AREA DRAINING TO THE PIT. WHEN THE STPD IS ISOLATED FROM OTHER DRAINAGE AREAS, THE FOLLOWING PIT VOLUMES WILL SATISFY THIS REQUIREMENT:
 15' X 50' = 100 FT
 30' X 50' = 200 FT
6. THE SWALE DITCH DRAINING THE STPD SHALL HAVE A 0.2% MINIMUM AND A 1.0% MAXIMUM GRADE ALONG THE STPD AND TO THE SEDIMENT PIT.
7. MITERED END SECTIONS ARE NOT REQUIRED WHEN THE SIDEDRAIN PIPE SATISFIES THE CLEAR ZONE REQUIREMENTS.
8. THE STPD SHALL BE MAINTAINED IN A CONDITION THAT WILL ALLOW IT TO PERFORM ITS FUNCTION. TO PREVENT OFFSITE TRACKING, THE STPD SHALL BE RINSED (DAILY WHEN IN USE) TO MOVE ACCUMULATED MUD DOWNWARD THRU THE STONE. ADDITIONAL STABILIZATION OF THE VEHICULAR ROUTE LEADING TO THE STPD MAY BE REQUIRED TO LIMIT THE MUD TRACKED.
9. A STPD SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR SOIL TRACKING PREVENTION DEVICE, EA. THE UNIT PRICE SHALL CONSTITUTE FULL COMPENSATION FOR CONSTRUCTION, MAINTENANCE, REPLACEMENT OF MATERIALS, REMOVAL, AND RESTORATION OF THE AREA UTILIZED FOR THE STPD, INCLUDING BUT NOT LIMITED TO EXCAVATION, GRADING, TEMPORARY PIPE (INCLUDING MES WHEN REQUIRED), FILTER FABRIC, AGGREGATE, PAVED TURNOUT (INCLUDING ASPHALT AND BASE CONSTRUCTION), DITCH STABILIZATION, APPROACH ROUTE STABILIZATION, SEDIMENT REMOVAL AND DISPOSAL, WATER, RINSING AND CLEANING OF THE STPD AND CLEANING OF PUBLIC ROADS, GRASSING AND SOD. HAY BALES SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR HAY OR STRAW BALED, EA. SILT FENCE SHALL BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE, LF.
10. THE NOMINAL SIZE OF A STANDARD STPD IS 15' X 50' UNLESS OTHERWISE SHOWN IN THE PLANS. IF THE VOLUME OF ENTERING AND EXISTING VEHICLES WARRANT, A 30' WIDTH STPD MAY BE USED IF APPROVED BY THE ENGINEER. WHEN A DOUBLE WIDTH (30') STPD IS USED, THE PAY QUANTITY SHALL BE 2 FOR EACH LOCATION.

AS AN OPTION TO THE SEDIMENT PIT, THE WIDTH OF THE SWALE BOTTOM CAN BE INCREASED TO OBTAIN THE VOLUME. WHEN THE SEDIMENT PIT OR SWALE VOLUME HAS BEEN REDUCED TO ONE HALF, IT SHALL BE CLEANED. WHEN A SWALE IS USED, HAY BALES OR SILT FENCE SHALL BE PLACED ALONG THE ENTIRE LENGTH.