



M A N C H E S T E R
HOUSING AND REDEVELOPMENT AUTHORITY

PROJECT MANUAL
for
**ROOF REPLACEMENT
AND MASONRY POWER WASHING**
at

**20-30 West Baker Street
64-76 West Baker Street
4-16 Trahan Street
20-30 Trahan Street
38-46 Trahan Street
5-19 Ahern Street
6-20 Ahern Street**

MANCHESTER, NH

ELMWOOD GARDENS AMP 001

FEBRUARY 2026

ADMINISTRATOR: **MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY
CONTRACTING AND MODERNIZATION DEPARTMENT
198 Hanover Street
MANCHESTER, NH 03104
(603) 624-2111**

OWNER: **MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY
198 HANOVER STREET
MANCHESTER, NH 03104
(603) 624-2100**

COPY _____

Roof Replacement and Masonry Power Washing, Elmwood Gardens, AMP 001
20-30 West Baker Street
20-30 Trahan Street
5-19 Ahern Street

64-76 West Baker Street
38-46 Trahan Street
6-20 Ahern Street

4-16 Trahan Street

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Shannon Wright
Executive Director

M A N C H E S T E R
HOUSING AND REDEVELOPMENT AUTHORITY

David H. Quinn
Chair

Steven C. Duffley
Vice-Chair

Mike Lopez
Commissioner

Andrew Papanicolau
Commissioner

Thomas Hickman
Commissioner

INVITATION FOR QUOTATION

The Manchester Housing and Redevelopment Authority is soliciting Quotations for **Roof Replacement and Power Washing AMP 001 at 20-30 West Baker Street, 64-76 West Baker Street, 4-16 Trahan Street, 20-30 Trahan Street, 38-46 Trahan Street, 5-19 Ahern Street, 6-20 Ahern Street in Manchester, New Hampshire dated February 2025**. Quotations will be received until **2:00 PM, Friday, February 20, 2026** at 198 Hanover Street, Manchester, New Hampshire 03104 OR may be submitted via email to: jmcgrath@manchesterhousing.org

Scope of work includes, but is not limited to, roof surface replacement. The project manual including specifications and drawings to be used for the above-mentioned project are enclosed. See page 6 of Basic Requirements for further information.

The quotation shall remain open for the period specified in the project manual, must be independently arrived at, and be prepared in accordance with the Contract Documents. In addition, the Non-Collusive Affidavit and the HUD5369-A form must be completed and submitted as part of the quotation.

The successful firm will be required to carry Comprehensive General Liability Insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 per occurrence to protect the Contractor and the Manchester Housing and Redevelopment Authority against personal injury and/or death claims and damage to the property of others, as a result of accidents which may occur at the site from operations under the contract. This shall cover the use of all equipment and vehicles on the project site. Automobile Liability shall be on owned and non-owned motor vehicles used on the site or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence. Worker's Compensation shall be in accordance with state workers' compensation laws.

Attention is called to the provisions for equal employment opportunity (Davis-Bacon and Related Acts) and payment of not less than the minimum wages and fringe benefits as set forth in the Wage Decision enclosed.

Award will be made to a qualified firm conforming to the requirements of this Project Manual and providing the lowest responsible bid. The Manchester Housing and Redevelopment Authority reserves the right to reject any or all quotations and to waive any informalities.

Firms are advised to visit the site prior to submitting a quotation in order to fully familiarize themselves with all aspects of the work. Please contact this office at (603) 624-2126 and speak with John McGrath, Facilities Manager regarding any questions to this solicitation.

FORM FOR QUOTATION
ROOF REPLACEMENT and Masonry Power Washing
Elmwood Gardens, AMP 001

**20-30 West Baker Street, 64-76 West Baker Street,
4-16 Trahan Street, 20-30 Trahan Street,
38-46 Trahan Street, 5-19 Ahern Street, and
6-20 Ahern Street**
MANCHESTER, NEW HAMPSHIRE

QUOTATION TO: MANCHESTER HOUSING AND REDEVELOPMENT AUTHORITY
DEPARTMENT OF CONTRACTING AND MODERNIZATION
198 HANOVER STREET, MANCHESTER, NEW HAMPSHIRE 03104

The undersigned proposes to furnish all labor and materials required to complete the **ROOF REPLACEMENT AND MASONRY POWER WASHING AMP 001** in accordance with the PROJECT MANUAL, as prepared by The Manchester Housing and Redevelopment Authority dated February 2026 for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

20-30 WEST BAKER STREET

QUOTATION AMOUNT

Dollars \$	
------------	--

List amount in words and figures

64-76 WEST BAKER STREET

QUOTATION AMOUNT

Dollars \$	
------------	--

List amount in words and figures

4-16 TRAHAN STREET

QUOTATION AMOUNT

Dollars \$	
------------	--

List amount in words and figures

20-30 TRAHAN STREET

QUOTATION AMOUNT

Dollars \$	
------------	--

List amount in words and figures

38-46 TRAHAN STREET

QUOTATION AMOUNT

Dollars \$	
------------	--

List amount in words and figures

5-19 AHERN STREET

QUOTATION AMOUNT

Dollars	\$
---------	----

List amount in words and figures

6-20 AHERN STREET

QUOTATION AMOUNT

Dollars	\$
---------	----

List amount in words and figures

SEVEN (7) BUILDINGS

TOTAL QUOTATION AMOUNT

Dollars	\$
---------	----

List amount in words and figures

Offerer acknowledges receipt and incorporation into his quotation of the following:

Addenda: Number Dated Number Dated

The undersigned agrees to having familiarized themselves with all aspects of the work, and with the Contract Documents (including Invitation for Quotation, this Form for Quotation, the Representations, Certifications and Other Statements of Offerers, the General Conditions, the Special Conditions, the Technical Specifications and the Drawings).

Representations, Certifications and Other Statements of Offerers (HUD Form 5369-A 11/92) is required to be included with this Form for Quotation. Each Offerer must complete items 1(b)(2)i, 2(b)(1), 2(b)(2), 4(b), 7(a), 7(b), 7(c) and sign this HUD Form 5369-A. The Non-Collusive Affidavit must also accompany the Quotation. (Note: Failure to submit all the required documentation may, at the Owner's option, result in rejection of the Quotation).

The undersigned agrees that this Quotation may not be withdrawn within sixty (60) days after the receipt of quotation; Saturdays, Sundays and holidays excluded.

Business Name and Address:

Business Telephone Number:

Federal Identification Number:

Signed by:

Date:

Typed or print name and title:

NOTE: If business submitting quotation is a corporation, indicate the state of incorporation. If a partnership, give full residential address of partner signing quotation if different from business address.

NOTE: The penalty for making false statements in offers is prescribed in 10 U.S.C. 1001.0.

Roof Replacement and Masonry Power Washing, Elmwood Gardens, AMP 001
20-30 West Baker Street
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6-20 Ahern Street

NON - COLLUSIVE AFFIDAVIT

State of _____ SS

County of _____

_____, being first duly sworn deposes and says:

That he/she is _____

(Title and Legal Business Name)

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

Signature of:

Bidder, if the bidder is an individual;

Partner, if the bidder is a partnership;

Officer, if the bidder is a corporation.

Subscribed and sworn to before me this _____ day of _____ 2025

My commission expires: _____

(Note: Print or type all information and the names underneath all signatures)

Representations, Certifications, and Other Statements of Offerers

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1. Certificate of Independent Price Determination

(a) The offerer certifies that --

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

(2) The prices in this offer have not been and will not be knowingly disclosed by the offerer, directly or indirectly, to any other offerer 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 offerer to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

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

(1) is the person in the offerer's organization responsible for determining the prices being offered in this quotation, 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 offerer's organization responsible for determining the prices offered in this quotation, bid or proposal, and the title of his or her position in the offerer'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 offerer deletes or modifies subparagraph (a)2 above, the bidder must furnish with its offer 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 offerer 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 offer submitted in response to this solicitation. If the successful offerer did not submit the affidavit with his/her offer, he/she must submit it within three (3) working days of offer opening. Failure to submit the affidavit by that date may render the offer nonresponsive. No award will be made without a properly executed affidavit.

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by an offerer and subject to the offerer'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 offerer represents and certifies as part of its offer that, except for full-time bona fide employees working solely for the offerer, the offerer:

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

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

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

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

3. Organizational Conflicts of Interest Certification

The offerer 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 agreement and the offerer's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the offerer; or,

(b) Impair the offerer's objectivity in performing the 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. Offerer's Certification of Eligibility

(a) By the submission of this offer, the offerer certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the offerer's firm, nor any of the offerer'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 offerer knowingly rendered an erroneous certification, the agreement may be terminated for default, and the offerer may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Offer Acceptance Period

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

(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 Sixty [60] calendar days.

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

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

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

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

The offerer represents and certifies as part of its 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 per cent 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. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this offer, the offerer certifies that neither it no any person or firm who has an interest in the offerer'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 agreement 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.

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

(a) The offerer'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 offer, the offerer 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 offerer agrees that a breach of this certification is a violation of the Equal Employment Opportunity.

(d) The offerer 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 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 of for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

10. Offerer's Signature

The offerer 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)

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. 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. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, 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.
- (b) 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.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) 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 days after receipt of the Contracting Officer's decision.
- (e) 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.

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

- (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; and
 - (2) The Contractor, within 10 days from the beginning of such delay 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

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

6. 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.

7. 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.

8. 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.

(b) 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.

(c) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(d) 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 finishing 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

(e) 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.

(f) 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.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all 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 this contract is performed.

12. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

(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.

14. 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.

(1) *Minimum wages—(i) Wage rates and fringe benefits.*

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(iii)(C) or (D) must 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.

(iv) Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. 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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5 (a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (3) Records and certified payrolls—(i)

Basic record requirements—(A) Length of record

retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements—*(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the

the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

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

(2) That each laborer or mechanic (including each helper and apprentice) working 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

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii) (C).

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions.

The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access—*(A) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity—*(i) *Apprentices—*(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has

been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeymen under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it nor 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(vii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(viii) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) and 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons 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 he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages—(i) Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

(ix) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

(x) Informing any other person about their rights under CWHSSA or 29 CFR part 5.

(c) *CWHSSA required records clause.* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

SPECIAL CONDITIONS

1. AMENDMENTS TO GENERAL CONDITIONS

Sections of the General Conditions shall be modified as follows:

8. Changes

Add a sentence at the end of paragraph 8.(c) reading:

"All costs submitted to support a change order request must be supported by daily slips submitted to the Clerk of the Works describing the work done, the hours of labor spent on each task and the quantity of materials used unless the Contracting Officer waives this requirement for a particular change."

Delete the paragraph (f.) (2) Indirect Costs and (f.) (3) Profit and substitute following:

(2) Indirect Costs and Profit. The percentages for indirect costs (overhead), profit and commission shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following, unless the contractor demonstrates entitlement to a higher percentage:

	<u>Overhead</u>	<u>Profit</u>	<u>Commission</u>
To Contractor on work performed by other than its own forces	--	--	10%
To first tier subcontractor on work performed by its subcontractor	--	--	10%
To contractor and/or the subcontractor for that portion of the work performed with their respective forces	10%	10%	--

Not more than four percentages will be allowed regardless of the number of tier subcontractors. The contractor shall not be allowed a commission on the commission received by a first tier subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for overhead. On proposals covering both increases and decreases in the amount of the contract, the application of overhead and profit shall be on the net change in direct costs for the Contractor or subcontractor performing the work.

2. WORK SITES

- A. Work under this contract will occur at Manchester Housing and Redevelopment Authority Site, Elmwood Gardens, AMP 001 as follows:

32-36 Ahern Street	45-59 Ahern Street	87-101 Ahern Street
119-131 Ahern Street	44-54 O'Malley Street	70-84 O'Malley Street
136-152 O'Malley Street		

- B. Except as otherwise specifically stated in the Contract, the Contractor shall furnish all necessary labor, material, tools, equipment, water, light, heat, power, transportation, and supervision necessary for performance of the work. After completion of the work and before final inspection, the Contractor shall remove all debris caused by its work and perform required cleaning.

3. DEFINITIONS

- A. The term "Contract" means the agreement between the Manchester Housing and Redevelopment Authority and the Contractor of which these general conditions and other contract documents form a part.
- B. The term "Contracting Officer" means the person delegated the authority by the PHA/MHRA 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 also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA/MHRA in all dealings with the Contractor.

- C. The term "PHA" or "MHRA" means the Manchester Housing and Redevelopment Authority organized under New Hampshire State Law.
- D. The term "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 his behalf in connection with the administration of this contract.
- E. The term "Contractor" as used herein means the person or entity entering into the contract with the MHRA to perform all of the work required under the contract documents.
- F. The term "Project Manual" means the volume which includes the General Conditions (HUD 5370-EZ), Special Conditions, the applicable Wage Determination, Schedule of Drawings and Technical Specifications.
- G. The term "Drawings" means the contract drawing enumerated in the schedule of drawings contained in the Project Manual.
- H. The term "Contract Documents" means the Specifications, the Drawings, the executed Quotation Form and Contract Award, the executed agreement, and all modifications to any of the foregoing by addendum, or change order.
- I. The term "Project" means the entire project, the work for which is provided in whole or in part under this contract.
- J. The term "Work" means all tree related operations as set forth in the Contract Documents.

4. SUBCONTRACTORS

- A. The Contractor shall not contract with any proposed subcontractor who has not been accepted by the MHRA.
- B. The contractor shall make written request for acceptance of all Subcontractors on the form provided by the PHA. Submittal of request shall also include a notarized Non-Collusive Affidavit (on the form provided by the PHA), Certificates of Insurance (complying with Paragraph "6. Insurance" of the General Conditions) and a Copy of each executed Subcontract for the subcontractors listed on the form submitted to the PHA and for each Subcontractor employed after the submission on the form and before the Subcontractor does any work.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the terms of the contract documents.
- D. The Contractor shall be as fully responsible for the acts or omissions of subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- E. Nothing contained in this contract shall create any contractual relation between any subcontractor and the MHRA, or HUD.

5. PAYMENTS TO CONTRACTOR

- A. Payments will be made on acceptable work completed. In making such payments, there shall be retained a minimum 10% (if necessary) of the contract amount until final completion and acceptance of all work covered by the Contract.
- B. Upon completion of all work required hereunder and acceptance thereof, the amount due the Contractor under this contract shall be paid upon certification by the Contracting Officer and HUD (if necessary), provided that the Contractor has furnished the Contracting Officer a release, in a form satisfactory to the Contracting Officer, of all claims against the MHRA arising under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release.
- C. The MHRA, before making any payment, 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 MHRA deems the same necessary in order to

protect its interest. Adherence to the regulations as set forth in the Davis-Bacon and Related Acts (DBRA) is required; certified payrolls must be completed prior to making any payment.

6. CONDITIONS AFFECTING THE WORK

- A. By execution of this contract or proceeding with the work, the Contractor acknowledges that it has ascertained the nature and location of all the proposed work and fully acquainted itself with the conditions there existing relating to the work, and that it fully understands the facilities, difficulties, and restrictions attending the execution of the work under the Contract.
- B. The MHRA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the MHRA.

7. SPECIFICATIONS AND DRAWINGS

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.

8. PERMITS, FEES AND LICENSES

The Contractor shall secure and pay for all permits, fees, and licenses, necessary for the proper execution and completion of the work.

9. CARE OF WORK

Reasonable methods shall be adopted by the Contractor during the life of the Contract to furnish continuous protection to the site and to the work, materials, and equipment thereon so that loss or damage may be prevented. All damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the work shall be the responsibility of the Contractor.

10. ACCIDENT PREVENTION

- A. The Contractor shall provide for protecting the lives and health of employees and other persons; preventing damage to property, materials, supplies and equipment; and avoiding work interruptions. This shall include providing appropriate safety barricades, signs and signal lights. Compliance shall be made with the standards issued by the Secretary of Labor at 29 CFR part 1926 (failure to comply may result in imposition of sanction pursuant to the Contract work hours and Safety Standards Act (Pub. L 97-54) and 19 CFR part 1910.
- B. Should the Contracting Officer notify the Contractor of any noncompliance with these requirements and of the corrective action required. Contractor shall immediately take corrective action. Failure or refusal to take corrective action may result in the issuance of an order stopping all or part of the work until 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.

11. INSPECTIONS - ACCEPTANCE

- A. Work covered under this contract is subject to inspection by a representative of the Manchester Housing and

Redevelopment Authority or any person or organization so designated by the Manchester Housing and Redevelopment Authority to conduct such inspections. This, however, does not obligate the owner to conduct inspections. Contractor is not relieved as a result of any inspection from his responsibility to follow the contract documents, unless specifically authorized in writing by the Contracting Officer.

- B. The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all of the work will be substantially completed and ready for inspection.
- C. Unless otherwise specified in the Contract, the MHRA Representative 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 can be accepted separately.

12. WAGE RATES

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

13. TIME FOR COMPLETION

The work shall commence at the time stipulated in the Notice To Proceed or Purchase Order and shall be fully completed within Sixty (60) consecutive calendar days thereafter, weather permitting.

14. WORK SEQUENCE

- A. The Contractor must notify Manchester Housing and Redevelopment Authority a minimum 72 hours in advance of proceeding with work on sites that will directly impact the residents and/or their vehicles.
- B. Access to the buildings must be maintained. There are two accesses to each building. One of the accesses must remain clear for use by the tenants for access to and egress from the buildings during the work.

15. WORKING DAYS

Work on this Project shall be confined to the hours of a normal work day. Normal work days shall be considered as any day between Monday and Friday of a five-day work week excluding holidays (except as otherwise noted on the drawings). Hours of a normal work day shall be seven thirty (7:30) AM to four thirty (4:30) PM local time.

END OF SPECIAL CONDITIONS

SECTION 01011 - BASIC REQUIREMENTS

PART 1 -GENERAL

1.01 COORDINATION

- A. Coordinate all aspects of work with Owner's representative. Cooperate with Owner's representative locating site access and mobilization areas for dumpsters, field offices, storage and parking facilities.
- B. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- C. Schedule and perform Work to minimize disruption and inconvenience to Owner and building Tenants.
- D. Buildings affected by these specifications will be occupied during the work. Maintain clear and protected access and egress for all dwelling units at all times.
- E. Arrange use of site and premises to allow:
 - 1. Owner Occupancy.
 - 2. Work by Owner.
 - 3. Use of site and premises by public.
 - 4. Notify Residents (Daily) of work areas.

1.02 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.03 REFERENCES

- A. Conform to reference standard by date of issue current as of date of Contract Documents.
- B. Should specified references conflict with Contract Documents, request Owner clarification before proceeding.

1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, or if required as a condition to obtain specified warranties, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions that are supplemental or contrary to manufacturers' written instructions.

1.05 TEMPORARY ELECTRICITY

- A. Arrange for temporary electric service as required for the Work. Source of electric service shall be from existing building if available. Owner shall pay for cost of electricity from house metered outlets only, no apartment outlets are to be used.
- B. Provide power outlets, branch wiring, distribution boxes, and flexible cords as required for work operations.

1.06 TEMPORARY WATER SERVICE AND SANITARY FACILITIES

- A. Connect to existing water source for construction operations, Owner will pay for water consumed directly as part of its normal utility payment.
- B. Existing toilets within the building may not be used. Provide portable toilets as necessary. Locate portable toilet(s) in area designated by Owner.
- C. Maintain portable toilets in a clean and sanitary condition. Arrange for service to regularly empty and clean portable toilets.

1.07 PROGRESS CLEANING AND PROTECTION OF INSTALLED WORK

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Protect installed Work and provide special protection where specified in individual specification Sections.

1.08 PROJECT IDENTIFICATION

- A. Sign identifying nature of project shall not be provided.
- B. A single sign, not to exceed 32 square feet, will be allowed for contractor identification.

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

1.10 CONTRACT CLOSEOUT PROCEDURES

- A. Accompany Owner's representative on a preliminary inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.
- B. Submit written Notice of Substantial Completion certification that Contract Documents have been reviewed, Work has been inspected, and Work is complete and in accordance with Contract Documents and ready for inspection.
- C. Complete all items of work identified by Owner's final inspection. Notify Owner in writing when all items have been completed and are ready for inspection.
- D. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

1.11 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Clean all surfaces exposed to view.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site, each and every day.

1.12 FINAL CLEANING

- A. Execute final cleaning of each area as completed prior to final inspection.

- B. Visually check all areas for safety hazards through out the day, and prior to leaving the job site at the end of every day.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site each and every day.

1.13 MAINTENANCE DATA

- A. Submit two (2) sets prior to final inspection, bound in 8-1/2 x 11 inch binders. One copy will be reviewed and returned after Final inspection, with Owner's comments. Revise content of all document sets as required prior to final submission. Submit two (2) sets of revised final documents in final form prior to final payment.
- B. Prepare binder cover with printed title "MAINTENANCE INSTRUCTIONS", and title of project.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized, with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents:
 - 1. Directory, listing names, addresses, and telephone numbers of Contractor, Subcontractors, and suppliers including local source of supplies and replacement parts.
 - 2. Operation and maintenance instructions, arranged by system.
 - 3. Project documents and certificates.
 - 4. Mark each sheet to clearly identify products and component parts and data applicable to installation.
 - 5. Provide typed text as required to supplement product data.
- E. Data for Materials and Finishes:
 - 1. Product data with catalog number, size, compositions, and color and texture designations.
 - 2. Provide instructions for care and maintenance. Include manufacturer's requirements and recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
 - 3. Moisture protection and weather-exposed products: Include data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance and repair.

1.14 WARRANTIES

- A. Obtain warranties, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten (10) calendar days after substantial completion of the applicable item of work. Except for items put into service with the Owner's permission, leave beginning date of time for warranty until the date of Substantial Completion.
- B. Verify that documents are in proper form and contain full information.
- C. Submit prior to final Application for Payment.

PART 2 - PRODUCTS

2.01 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components specifically identified for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically identified or allowed by the Contract Documents.
- C. Use interchangeable components of the same manufacture for similar components.
- D. Transport, handle, store and protect Products in accordance with manufacturer's instructions.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Three Manufacturers or more: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named with the product submittal. Include with submittal sufficient information to allow proposed product to be compared to specified product/manufacturer.

2.03 SUBSTITUTIONS

- A. Requests for substitutions prior to receipt of Bids shall be submitted by the Contractor per provisions of Item 2 as contained in the Instruction to Bidders. Where three or more specific, acceptable products are identified in the Specifications, the Contractor must provide one of the listed products except for additional products as added by Addendum.
- B. Except for the condition described above when only one product/manufacturer is listed, substitutions after receipt of bids will only be considered when a Product becomes unavailable through no fault of the Contractor, or there is a significant demonstrated advantage to be gained by the Owner if the substitution is to be accepted.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. Submit three copies of requests for Substitution for consideration. Limit each request to one proposed Substitution.

2.04 SUBMITTAL PROCEDURES

- A. For all products to be used in the work submit for review:
 - 1. Product Data.
 - 2. Shop Drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
 - 5. Material Safety Data Sheet (MSDS).
 - 6. Manufacturer's installation instructions, recommendations and requirements.
 - 7. Other documents as specified in individual sections.
- B. Submit documents for review in a number of copies which the Contractor requires, plus two (2) copies which will be retained by the Owner.
- C. All submittals shall include a completed cover sheet. Form of cover sheet shall be as provided by the Owner.
- D. Submittal form shall identify Project, Contractor, Subcontractor or supplier; and Contract Document references.
- E. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Deliver submittals to Owner at Manchester Housing and Redevelopment Authority, 198 Hanover Street, Manchester, New Hampshire 03104.
- G. Identify variations from Contract Documents and also identify Product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Schedule submittals to expedite the Project and coordinate submission of related items.
- I. For each submittal allow fifteen (15) days, excluding delivery time to and from the Contractor, for review.

- J. Revise and resubmit submittals as required; identify all changes made since previous submittal.

PART 3- EXECUTION

3.01 CUTTING AND PATCHING

- A. Employ a skilled and experienced installer to perform cutting and patching new Work. Submit written request in advance of cutting or altering which affects integrity of structural elements, integrity of weather exposed or moisture resistant elements or visual qualities of sight exposed elements.
- B. Execute cutting and patching to complete the work, to uncover work to install improperly sequenced work, to remove and replace defective or non-conforming work, to execute patching to complement adjacent work, and to fit Products together to integrate with other work.
- C. Execute work by methods to avoid damage to other work, and which will provide appropriate surfaces to receive patching and finishing.
- D. Restore Work with new products in accordance with Contract Document requirements and to match existing.
- E. Fit Work tight to adjacent elements. Maintain integrity of wall, or roof construction; completely seal voids.
- F. The Owner shall make final determination regarding acceptability of patched work matching existing.

3.02 GENERAL EXECUTION/INSTALLATION REQUIREMENTS

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached. Beginning new work means acceptance of existing conditions.
- B. Prior to Cutting examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. The beginning of cutting or patching operations means acceptance of existing conditions.
- C. Prepare surfaces and remove surface finishes to provide for proper installation of new work and finishes. Clean substrate surfaces and seal cracks or openings of substrate prior to applying next material or substance.
- D. Install Products as specified in individual sections.
- F. Make neat transitions. Patch work to match adjacent work in texture and appearance. Where new Work abuts or aligns with existing, perform a smooth and even transition.

3.03 GENERAL WORK ITEMS ALL BUILDINGS:

- A. Remove and replace all roof surfaces and associated flashing: Upper roof – Lower roof- Entrance door canopies.**
- B. Provide ice and water shield membrane on all roof surfaces scheduled for replacement.**
- C. Power wash masonry exteriors from grade to first floor window sills.**

3.04 ADDITIONAL WORK ITEMS PER ADDRESS:

45-59 Ahern Street: Repair deteriorated/damaged roof decking as necessary.

119-131 Ahern Street: Replace cheek-wall trim front and rear with PVC material.

136-152 O'Malley Street: Replace cheek-wall trim front and rear with PVC material.

3.05 WEATHER REQUIREMENTS:

No work shall be performed unless daytime temperatures are regularly above 40 degrees Fahrenheit.

END OF SECTION 01011

SECTION 01500 - TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Barriers, enclosures, signs, warning tape, and fencing.
- B. Safety and security requirements.
- C. Waste removal facilities and services.

1.02 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for structure, building, windows, parking areas, sidewalks, paving, curbs, grass areas, plantings and other improvements.
- D. Provide protection for items owned by residents by moving or having resident move to a safe area during work operations, or cover with material to prevent any damage or distortion.
- E. Any damaged or affected area, surfaces or items shall be restored to a condition equivalent to that prior to damage or replaced.
- F. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.03 SECURITY AND SAFETY BY CONTRACTOR

- A. Provide security and facilities to protect Work, work area, existing facilities, and Owner's property from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's representative regarding each day's work operations.
 - 1. Contractor shall provide (2) two days notice to the owner and to occupants when work will be performed at each individual building.
 - 2. All Residents of each apartment shall be notified, by the Contractor, each and every day prior to commencement of work, not to use the door above which work operations will be occurring.

1.04 WASTE REMOVAL

- A. Provide waste removal facilities and services to maintain the site in clean and orderly condition, free of waste materials, debris, and rubbish each and every day. Provide secure containers, which are totally enclosed and covered.
- B. At completion of each day's work, the entire area shall be cleaned of all demolition or construction materials, such as, roofing material, cardboard, wrapping paper, ice and water shield, wood, nails, drip edge, sheet metal, flashing, and all construction generated debris.
- C. Dispose of all debris off site complying with all applicable regulations.

END OF SECTION

SECTION 02223 - ROOFING SYSTEM DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Removal of existing roof system in specified areas.
- B. Removal of designated construction.
- C. Disposal of materials.

1.2 RELATED SECTIONS

- A. Section 01011 -Basic Requirements
- B. Section 01500 -Temporary Controls
- C. Section 07311 - Asphalt Roofing System.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable code for demolition work and dust control.
- B. Obtain required permits from authorities. Provide copy of permits to Owner prior to commencement of work.
- C. Do not disable or disrupt building fire or life safety systems without 3 days' prior written notice to Manchester Housing and Redevelopment Authority. .
- D. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered.

1.4 SCHEDULING

- A. Schedule work to coincide with new construction .
- B. Remove only existing roofing materials that can be replaced with new materials before threat of moisture penetration, and/or at the end of each day.

1.5 PROJECT CONDITIONS

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Cease operations immediately if structure appears to be in danger and notify Owner. Do not resume operations until directed.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers at locations indicated.
- B. Maintain moisture protection immediately after demolition and continue until new roofing system is complete.
- C. Protect existing materials that are not to be demolished.
- D. Provide appropriate temporary signage, including signage for exit or building egress.

3.2 DEMOLITION

- A. Remove all existing roofing materials as designated down to substrate, and any other items which may interfere with installation of new roofing system, and new ridge vent. Note: Existine: roofing svstem appears to be double layer.
- B. Remove decorative false chimney and reinstall upon completion of new roofing.
- C. Review with owner representative, for items to remain and termination points.
- D. Demolish in an orderly and careful manner. Protect existing supporting structural members.
- E. Remove demolished materials from site except where specifically noted otherwise. Do not bum or bury materials on site. Construction debris containers shall be secure and covered when not in use.
- F. The Contractor is responsible for misuse of all containers left on the site
- G. Remove materials as demolition progresses. Upon completion of demolition, leave areas in clean condition. Remove temporary facilities.
- H. Existing vent stack boots shall be removed and replaced.
- I. Existing gutters shall be protected and cleaned at completion of project.

END OF SECTION

SECTION 07311 - ASPHALT SHINGLE ROOFING SYSTEM

PART I GENERAL

1.1 SECTION INCLUDES

- A. Granule surfaced asphalt shingle roofing.
- B. Manufactured starter roll/strip.
- C. Ice and Water shield, at eave, valley, and vertical wall protection
- D. Moisture shedding underlayment.
- E. Associated metal flashing.
- F. Ridge vent.

1.2 RELATED SECTIONS

- A. Section 01500 -Temporary Controls.
- B. Section 02223 - Roofing System Demolition.

1.3 REFERENCES

- A. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 1995. Updated June 16, 2021
- B. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 1970(Re-approved 1994). Updated December 31, 2010
- C. ASTM D 3018 - Standard Specification for Class A Shingles Sutfaced with Mineral Granules; 1990 (Re-approved 1994). Updated December 31, 2010
- D. ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-induced Method); 1993. Updated May 22, 2012
- E. ASTM D 3462 - Standard Specification for Asphalt Shingles Made from Glass Felt and Sutfaced with Mineral Granules; 1993a. Updated August 16, 2017
- F. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 1993 Updated August 16, 2017.
- G. ASTM D 4869 - Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing; 1988 (Re-approved 1993). Updated August 16, 2017
- H. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings; 1993. Updated December 10, 2024

1.4 SUBMITTALS

- A. See Section 01300 - Administrative Requirements, for submittal procedures .
- B. Product Data: Provide manufacturer's printed product information indicating material characteristics, petformance criteria, and product limitations.

- C. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.
- D. Certificate of Compliance: Provide certificate of compliance from an independent laboratory indicating that the asphalt fiberglass shingles made in normal production meet or exceed the requirements of the following:
 - 1. ASTM E 108/UL 790 Class A Fire Resistance.
 - 2. ASTM D 3161/UL 997 Type I Wind Resistance.
 - 3. ASTM D 3462.

1.5 QUALITY ASSURANCE

- A. Maintain one copy of manufacturer's application instructions on project site.
- B. Verify that manufacturer's label contains reference to specified ASTM standards.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Do not install protection membrane and shingles when ambient and wind chill temperatures are below 40 degrees F or above 95 degrees F. Tack protection membrane in place if it does not adhere immediately to the deck.

1.7 WARRANTY

- A. Manufacturer's: Furnish shingle manufacturer's lifetime limited transferable warranty against manufacturing defects and 25 year algae-resistant warranty.

PART 2 PRODUCTS

2.1 ASPHALT SHINGLES

- A. Manufacturer:
 - 1. Provide products manufactured by:
 - a. CertainTeed, Saint-Gobain
- B. Shingles: UL Class A Fire Resistance; ASTM D3108 Type 1 Class A; UL Wind Resistance (ASTM D3161 Type F; UL Certified to meet ASTM D3462; Conforms to CSA Standard A123.5-98.

CertainTeed Landmark algae-resistant (AR) Shingles
Color: Colonial Slate

- 1. Two-piece laminated fiberglass-based construction
- 2. 13 Y-1" x 38 1/8" shingle
- 3. 210 lbs/square weight minimum
- 4. Architectural
- 5. Color: Colonial Slate
- 6. Manufacturer starter shingles

2.2 UNDERLAYMENT - ICE AND WATER SHIELD

- A. Manufacturer:
 - 1. Provide products manufactured by:
 - a. CertainTeed Winter Guard Pro

- B. Ice and Water Shield: ASTM D 1970 self-adhering sheet barrier shingle underlayment with plastic release film.
 - 1. Rubberized asphalt membrane bonded to sheet polyethylene.
 - 2. 45 mil total thickness.
 - 3. 36 inch roll width.

2.3 ASPHALT FELT UNDERLAYMENT (Not Used)

2.4 FLASHING MATERIALS

- A. Drip Edge: ASTM B 209; 0.025 inch (0.6 mm) thick, eight (8") inch wide, galvanized steel, white finish.
- B. Sheet Flashing: ASTM B 209; 0.025 inch thick, twelve (12") wide, aluminum, mill finish.
- C. Vent Stack Flashing: Elastomeric collar attached to aluminum flashing base.
- D. Step flashing, 0.025 inch (0.6 mm thick), 12" x 8" aluminum, mill finish.

2.5 ACCESSORIES

- A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum, or chromated steel (**STAPLES WILL NOT BE ACCEPTED**).
 - 1. Minimum 3/8" inch (9.5 mm) head diameter.
 - 2. Minimum 11 or 12 gage (2.5 mm) shank diameter; shank to be of sufficient length to penetrate Through roof sheathing 1 inch or 3/4 inch (19 mm) into solid decking.
 - 3. Manufacturer Bostich Corporation #Cr4DGAL nail.
- B. Plastic Cement: ASTM D 4586, asphalt roof cement.

2.6 FLASHING FABRICATION

- A. Form flashing to protect roofing materials from physical damage and shed water.
- B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
- C. Knee walls, brick side walls, chimneys, or any architectural elements, shall have old flashing removed and replaced with new.

2.7 RIDGE VENTS

- A. Provide vents that comply with requirements of the following:
 - 1. FHA Minimum Property Standards.
 - 2. Published recommendations of the U. S. Department of Housing and Urban Development.
 - 3. National Building Code, 1993, BOCA
- B. Provide: CertainTeed Ridge Vent 12" unfiltered shingle-over.
 - 1. External wind baffle to create negative air pressure that pulls air out of attic and helps prevent clogging of vent slots, and deflects weather and debris from entering attic space.
 - 2. Internal weather filter to help form complete barrier against wind-blown rain, snow, dust, or insects.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions under provisions of Section 01011.
- B. Verify that roof penetrations, plumbing stacks, and HVAC stacks are in place and flashed to deck surface.
- C. Verify deck surfaces are clean, dry and free of ridges, warps, or voids.

3.2 ROOF DECK PREPARATION

- A. Follow shingle manufacturer's recommendations for acceptable roof deck materials.
- B. Broom clean deck surfaces under underlayment prior to application.
- C. Vacuum deck surfaces under eave protection prior to application.
- D. All unacceptable conditions shall be brought to the attention of the Owner in written format, before new work is started.
- E. Flash and seal properly behind and under removed false chimneys.
- F. Flash and properly seal around all through roof plumbing stacks.

3.3 INSTALLATION - ICE AND WATER SHIELD MEMBRANE

- A. Place ice and water membrane to all roof surfaces and cheek walls first, install metal flashings, then sandwich metal flashings with ice and water membrane.
 - 1. **ALL ROOF SURFACES TO RECEIVE ICE+WATER SHIELD MEMBRANE UNDERLAYMENT**
 - 2. Extend membrane 18" up all side walls with remaining 18" on the roof.
Exception: Brick side wall.
 - 3. Tightly wrap all roof transitions, side-wall, roof peak, roof transitions, and/or wall roof connections with ice and water shield.
- B. Place eave drip edge and gable drip edge metal flashing tight with fascia boards. Weather lap joints three (3") inches. Secure flange with nails spaced eight (8") inches on center.
- C. On top of all drip edges, place a one (1') foot row of ice and water shield installed six (6") inches onto top edge of drip and six (6") inches onto the roof ice and water shield.

3.4 INSTALLATION - METAL FLASHING

- A. All drip edges and rakes to receive drip edge flashing. Install in minimum lengths of four (4') feet.
- B. Weather lap joints minimum three (3") inches.
- C. Seal work projecting through or mounted on roofing with plastic cement and make weathertight.
- D. Step flashing shall be installed with five (5") inches on roof and seven (7") inches on side "cheek" walls.

3.5 INSTALLATION - ROOF SHINGLES

- A. Install shingles in accordance with manufacturer's instructions. Snap guide lines every five (5) courses to maintain straight coursing pattern.
- B. Place shingles in straight coursing pattern with five (5") inch weather exposure to produce double thickness over full roof area. Provide double course of shingles at eaves. Install a roll starter strip at the eave. Attach each tab shingle with four (4) fasteners.
- C. Project first course of shingles one-quarter (1/4") inch beyond drip edge at all roof edges.
- D. After installation, place one daub of plastic cement, one inch diameter under each individual shingle tab at all roof edges, flashing and drip edges to prevent lifting.
- E. Flash and seal weathertight any items projecting through or mounted on roof decking and/or roofing.
- F. Complete installation to provide weather tight service.

3.6 INSTALLATION OF RIDGE VENT

- A. Install vents in accordance with manufacturer's printed instructions.
- B. Installation shall start eighteen (18") inches from each gable, hip, or side-wall and be continuous along roof peak.
- C. Install straight and true, align horizontally.
- D. Cap ridge vents with individual asphalt shingles, maintaining five (5") inch weather exposure. Place to avoid exposed nails.
- E. Provide solid blocking nailers between rafters where backing does not exist.
- F. Complete installation to provide weathertight service.

3.7 PROTECTION OF FINISHED WORK

- A. Protect finished work during the construction process.
- B. Do not permit traffic over finished roof surface.

3.8 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris and rubbish. Maintain clean and orderly conditions.
- B. Magnetically remove all nails from grass areas, shrubs, sidewalks, streets, and parking lots at the end of each and every work day.
- C. Visually check all areas for safety hazards throughout the day, and prior to leaving the job site at the end of every day.
- D. Collect and remove waste materials, debris, and rubbish from site daily and dispose off-site.

3.9 FINAL CLEANING

- A. Execute final cleaning prior to Substantial Completion.
- B. Clean debris from roofs, gutters, downspouts, and drainage systems.
- C. Clean site; sweep paved areas, magnetically remove all nails from parking area, sidewalks, concrete patios, streets, landscaped areas. Rake and clean landscaped surfaces of all construction debris.
- C. Remove all waste and surplus materials, rubbish, and construction facilities from the site.

END OF SECTION

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. 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. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, 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.
- (b) 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.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) 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 days after receipt of the Contracting Officer's decision.
- (e) 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.

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

- (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; and
 - (2) The Contractor, within 10 days from the beginning of such delay 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

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

6. 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.

7. 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.

8. 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.

(b) 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.

(c) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(d) 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 finishing 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

(e) 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.

(f) 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.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all 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 this contract is performed.

12. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

(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.

14. 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.

(1) *Minimum wages—(i) Wage rates and fringe benefits.*

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) 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

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(iii)(C) or (D) must 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.

(iv) Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. 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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (3) Records and certified payrolls—(i)

Basic record requirements—(A) Length of record

retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanic s working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made ; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements—*(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the

the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

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

(2) That each laborer or mechanic (including each helper and apprentice) working 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

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii) (C).

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor

must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access.*—(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contract or, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity.*—(i) *Apprentices.*—(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has

been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency

recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeymen under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it nor 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(iv) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons 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 he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages—(i) Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the

clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

(iv) Informing any other person about their rights under CWHSSA or 29 CFR part 5.

(c) *CWHSSA required records clause.* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.



Shannon Wright
Executive Director

M A N C H E S T E R
HOUSING AND REDEVELOPMENT AUTHORITY

David H. Quinn
Chair

Steven C. Duffley
Vice-Chair

Mike Lopez
Commissioner

Andrew Papanicolau
Commissioner

Thomas Hickman
Commissioner

INVITATION FOR QUOTATION

The Manchester Housing and Redevelopment Authority is soliciting Quotations for **Roof Replacement and Power Washing AMP 001 at 20-30 West Baker Street, 64-76 West Baker Street, 4-16 Trahan Street, 20-30 Trahan Street, 38-46 Trahan Street, 5-19 Ahern Street, 6-20 Ahern Street in Manchester, New Hampshire dated February 2025**. Quotations will be received until **2:00 PM, Friday, February 20, 2026** at 198 Hanover Street, Manchester, New Hampshire 03104 OR may be submitted via email to: jmcgrath@manchesterhousing.org

Scope of work includes, but is not limited to, roof surface replacement. The project manual including specifications and drawings to be used for the above-mentioned project are enclosed. See page 6 of Basic Requirements for further information.

The quotation shall remain open for the period specified in the project manual, must be independently arrived at, and be prepared in accordance with the Contract Documents. In addition, the Non-Collusive Affidavit and the HUD5369-A form must be completed and submitted as part of the quotation.

The successful firm will be required to carry Comprehensive General Liability Insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 per occurrence to protect the Contractor and the Manchester Housing and Redevelopment Authority against personal injury and/or death claims and damage to the property of others, as a result of accidents which may occur at the site from operations under the contract. This shall cover the use of all equipment and vehicles on the project site. Automobile Liability shall be on owned and non-owned motor vehicles used on the site or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence. Worker's Compensation shall be in accordance with state workers' compensation laws.

Attention is called to the provisions for equal employment opportunity (Davis-Bacon and Related Acts) and payment of not less than the minimum wages and fringe benefits as set forth in the Wage Decision enclosed.

Award will be made to a qualified firm conforming to the requirements of this Project Manual and providing the lowest responsible bid. The Manchester Housing and Redevelopment Authority reserves the right to reject any or all quotations and to waive any informalities.

Firms are advised to visit the site prior to submitting a quotation in order to fully familiarize themselves with all aspects of the work. Please contact this office at (603) 624-2126 and speak with John McGrath, Facilities Manager regarding any questions to this solicitation.

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

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

_____ (Contractor or Subcontractor) _____ on the
_____ (Building or Work) _____; that during the payroll period commencing on the

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

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

"General Decision Number: NH20260002 01/02/2026

Superseded General Decision Number: NH20250002

State: New Hampshire

Construction Type: Residential

Counties: Hillsborough, Rockingham and Strafford Counties in New Hampshire.

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

Modification Number Publication Date
0 01/02/2026

SUNH1994-002 09/06/1994

Rates Fringes

Carpenter (includes
drywall hanging).....\$ 11.11

Drywall finisher.....\$ 13.57

Electrician.....\$ 10.89

Laborer, general.....\$ 8.85

Painter
_(does not include drywall
finishing).....\$ 9.28

Plumber (includes HVAC
piping).....\$ 11.70

Power equipment operators:
_Backhoe.....\$ 11.47

Roofer.....\$ 11.72

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

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION
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CONTRACTOR CERTIFICATION OF COMPLIANCE WITH SECTION 3 EMPLOYMENT AND TRAINING OPPORTUNITIES

THE CONTRACTOR REPRESENTS AND CERTIFIES AS PART OF THE AWARD THAT IT:

- ☐ Is a Section 3 Business Concern. A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last six-month period:
- It is at least 51 percent owned and controlled by low- or very low-income persons; or
 - Over 75 percent of the labor hours performed for the business over the prior three-month period is performed by Section 3 workers; or
 - It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently reside in housing assisted by Section 8.
- ☐ Is **NOT** a Section 3 Business Concern, but will agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of the contract, the Bidder/Offeror certifies that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

EFFORTS TO AWARD SUBCONTRACTS TO SECTION 3 BUSINESS CONCERNS (Check ALL that apply)

- ☐ By contacting and informing business and community organizations along with minority contractors' associations of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
- ☐ By advertising contracting opportunities and/or posting notices in the common areas of applicable Manchester Housing and Redevelopment Authority development(s). Notices shall provide general information about the work to be contracted and where to obtain additional information.
- ☐ By providing written notice to all known Section 3 Business Concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to invitations.
- ☐ By following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities.
- ☐ By coordinating meetings at which Section 3 Business Concerns could be informed of specific elements of the work for which subcontract bids/offers are being sought.
- ☐ By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 Business Concerns can take advantage of contracting opportunities.
- ☐ By advising Section 3 Business Concerns as to where to seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance and aiding Section 3 Businesses in qualifying for such bonding, financing, insurance, etc.
- ☐ Where appropriate, breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses.
- ☐ By developing and using a list of eligible Section 3 Business Concerns.
- ☐ By actively supporting and undertaking joint ventures with Section 3 Businesses.

EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT TO SECTION 3 RESIDENTS (Check ALL that apply)

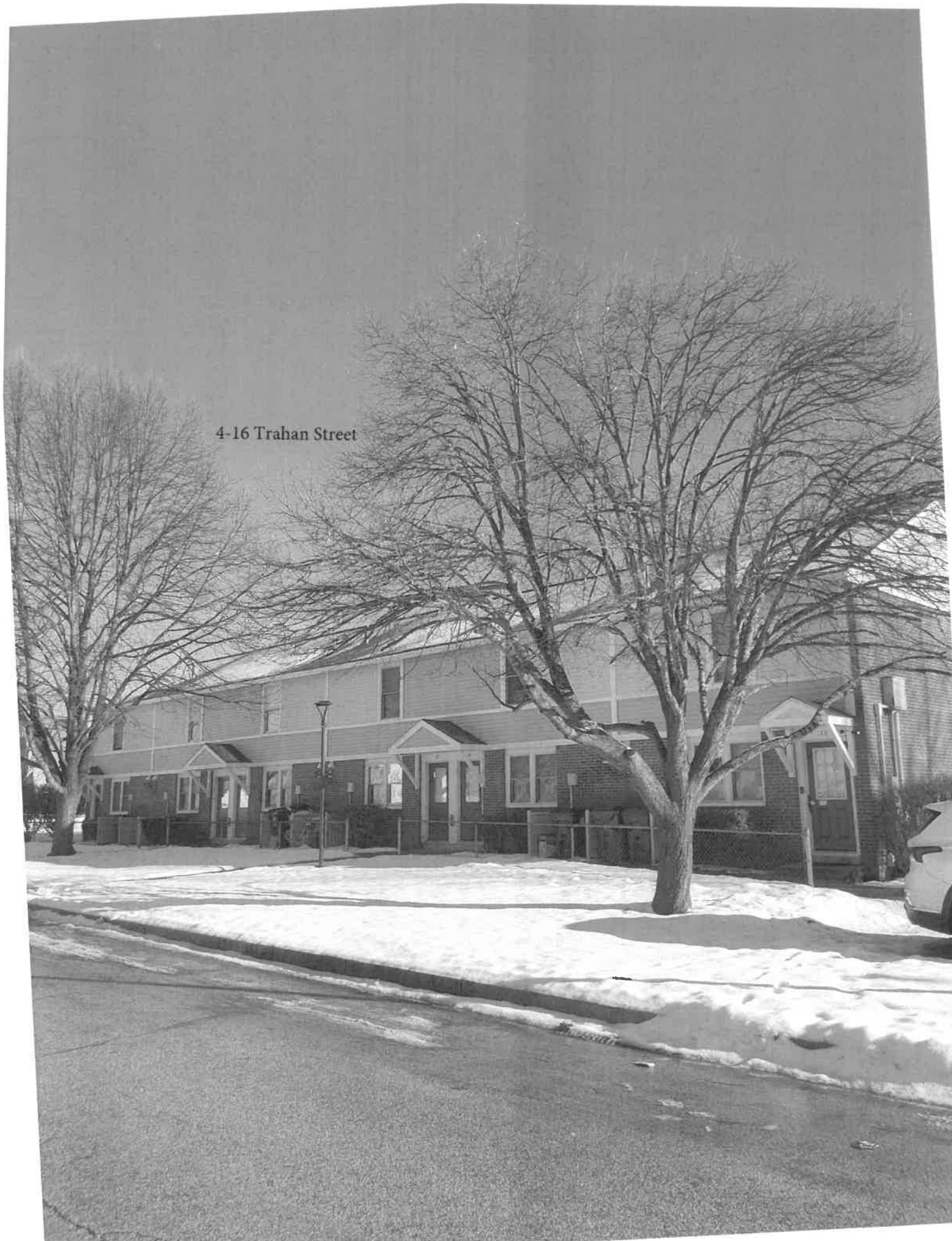
- ☐ By entering into hiring agreements with organizations representing Section 3 Residents.
- ☐ By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 Residents in the building trades.
- ☐ By advertising employment opportunities and training positions available at MHRA construction projects and where to obtain additional information.
- ☐ By contacting resident organizations in the affected housing development(s) to request assistance in notifying residents of the training and employment positions to be filled.
- ☐ By arranging and conducting interviews on the job site.
- ☐ By posting job vacancies in local unemployment offices.

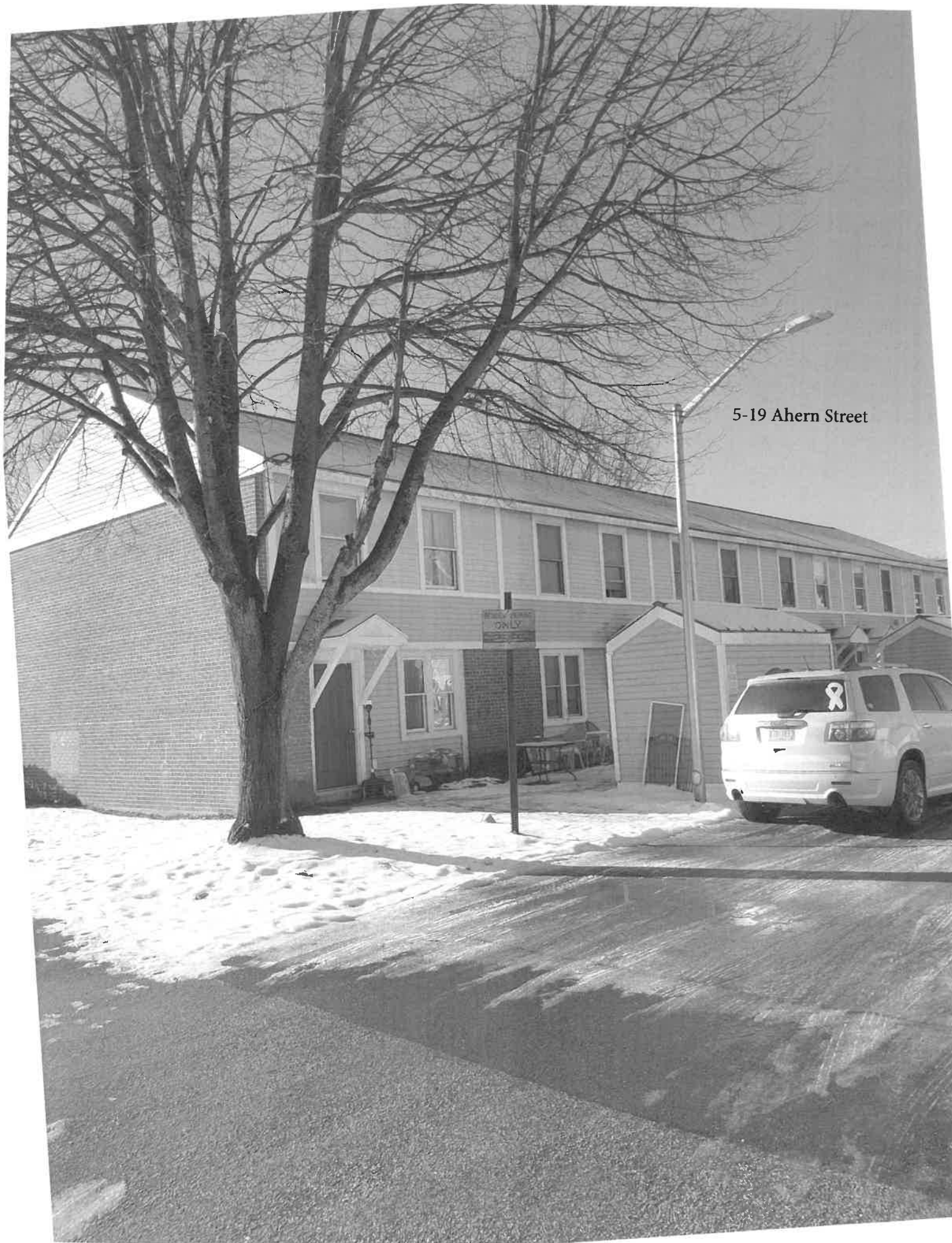
Contractor Name/Business Name: _____

Authorized Representative Name: _____

Date: _____

4-16 Trahan Street

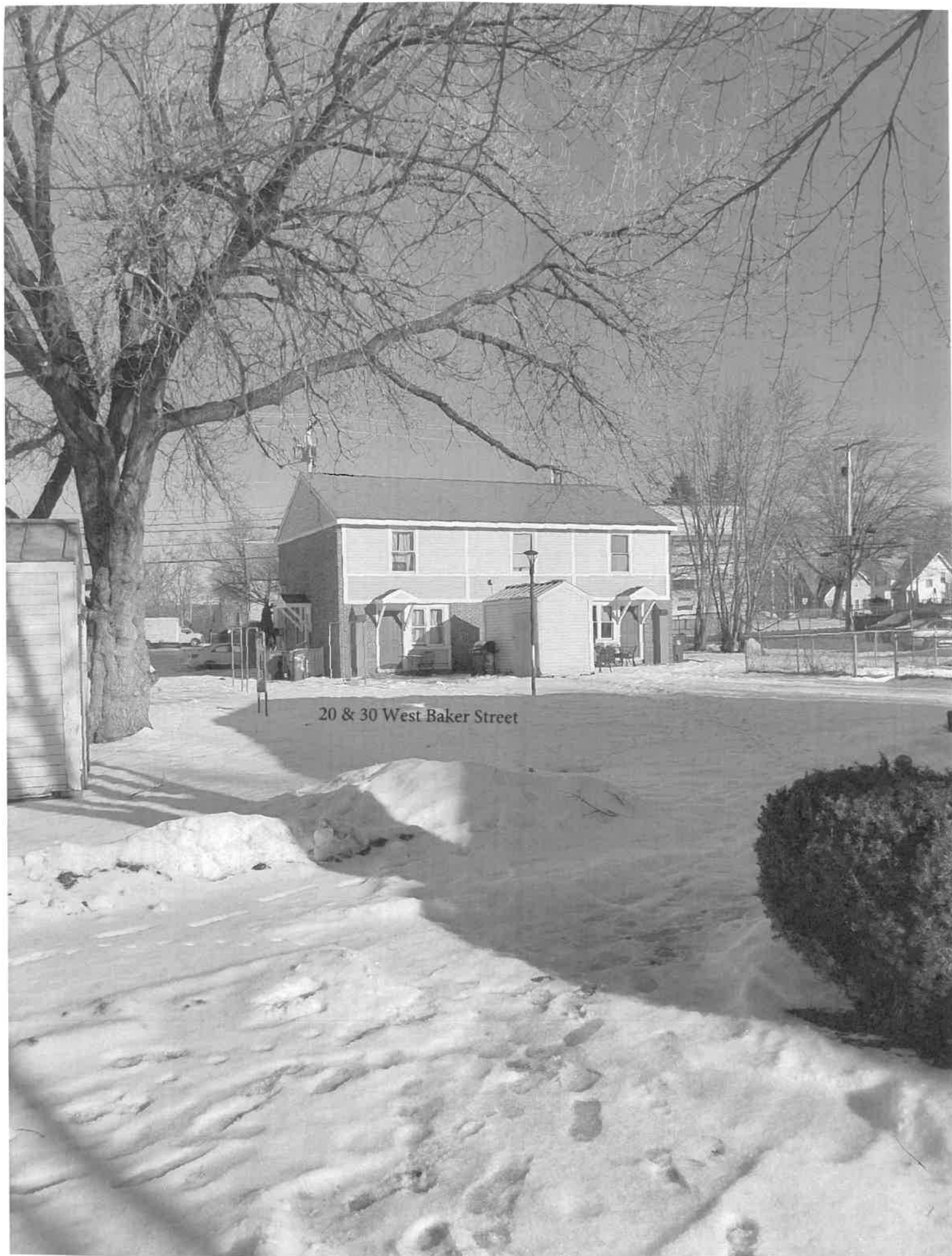




5-19 Ahern Street

6-20 Ahern Street





20 & 30 West Baker Street

20-30 Trahan Street



38-46 Trahan Street



64-76 West Baker Street

