

#### Request for Proposals General Contractor Services



Value-Based Selection Method

RFP HC2021-01

June 25, 2021

SUNSET GARDENS HOUSING PROJECT

#### **IMPORTANT DATES:**

Notice of intent to bid due: Friday, July 9, 2021

Bids due: July 30, 2021

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EXHIBIT D	Client Reference Form
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EXHIBIT G	HUD Form 5369-A Representations, Certifications, and Other Statements
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	07/16/2010 UT85

#### **Notice to Contractors**

Housing Connect is requesting proposals for the Federally Funded Construction of the following project:

SUNSET GARDENS 380 FORT UNION BOULEVARD MIDVALE, UTAH

This General Contractor (GC) RFP is for the demolition of 12 existing duplexes and the construction of a new 89-unit three-story multifamily apartment building. This project will consist of 89 apartment units in one building containing approximately 82,628 total Square Feet (SF), 171 surface parking stalls, as well as hardscape and landscape areas on a 3.986-acre parcel of land ("Project").

The Request for Proposals documents, including the submittal requirements, the selection criteria, and schedule, will be available **Friday**, **June 25**, **2021**, on the Housing Connect website: <a href="https://www.housingconnect.org">www.housingconnect.org</a> under the Contact tab and then Procurement tab. For questions regarding this solicitation, please contact Emily Whittle at 801-284-4446. No other individual at Housing Connect is to be contacted regarding this solicitation.

The procurement shall be under the Value-Based Selection RFP method. All General Contractors wishing to submit on this project must email Emily Whittle at <a href="mailto:ewhittle@housingconnect.org">ewhittle@housingconnect.org</a> by July 9, 2021, indicating their intent to bid on the Project.

Proposals, including a cost proposal, management plan, statements of qualifications, and interviews, will be based on the Procurement Schedule included in this Request for Proposal.

The Contractor for the project must be a Utah Licensed General Contractor. Association with other individuals or firms having appropriate professional expertise is acceptable. The Housing Authority will enter into a single agreement with the successful Contractor.

Housing Connect reserves the right to reject any or all submittals or waive any formality or technicality in any submittal in the interest of the Housing Authority.

#### **Project Description**

<u>Funding</u>. The project will be funded primarily with 9% Low Income Housing Tax Credits (LIHTC) allocated to the project by the State of Utah. The project is subject to LITHC compliance.

**Project.** The site is located at 380 East Fort Union Boulevard in Midvale, Utah. The site currently contains 12 two-story duplexes, which will be razed as part of the scope of

work to make way for a newly constructed three-story building containing 89 total apartment units. The unit mix is 63 one-bedroom, 23 two-bedroom, and 3 three-bedroom units. The building includes a leasing office, community room, workout room, elevator, trash chute, and exterior amenities. The site consists of 3.98 acres with access to Fort Union Boulevard.

The project is designed to promote and support the local community. The design and orientation of the building are to compliment and "fit in" with other neighboring buildings and structures.

Building elevations demonstrate a natural look with materials complimenting the residential quality of the neighborhood. The building is wood stud construction and prefab single pitch wood trusses. Site amenities are designed to support a mixed demographic of families and singles, including a small children's playset, dog/pet area, ADA accessibility to Project amenities, and various scattered exterior gathering spaces in the site's southern portion. Parking for the project is estimated at 1.92 stalls per unit on average, with the current total of 171 stalls.

#### **Procurement Process**

Housing Connect intends to enter into a contract with a Contractor to provide services described as General Contractor (GC).

The selection of the Contractor will be made using a Value-Based Selection (VBS) system. The Procurement Schedule lists the important events, dates, times, and locations of meetings and submittals. The terms of the procurement schedule are hereby incorporated by reference and must be met by the selected Contractor.

#### 1. Request for Proposal Documents

The Request for Proposal documents consist of all the documents listed in the Table of Contents, and all said documents are incorporated in this solicitation by reference.

#### 2. Contact Information

Except as authorized by Housing Connect's Representative or otherwise stated, communication during the selection process shall be directed to the specified Housing Connect Representative. To maintain the fair and equitable treatment of everyone, Contractors shall not unduly contact or offer gifts or gratuities to any Housing Connect Board Officer, employee, agent, selection committee members, or their family members to influence the selection process or in a manner that gives the appearance of influencing the selection process. This prohibition applies before the Request for Proposals is issued, as the project is developed, and extends through the award of an agreement. Failure to comply with this requirement may result in disqualification in the selection process. Contractors should be aware that selection

committee members will be required to certify that none of the Contractors has contacted them in an attempt to influence the selection process.

#### 3. Request for Information

All requests for information regarding this project shall be in writing and directed to:

Emily Whittle
Housing Connect
3595 South Main Street Salt Lake City, UT 84115

E-mail: <a href="mailto:ewhittle@housingconnect.org">ewhittle@housingconnect.org</a>

801-284-4446

#### 4. Procurement Schedule

The Procurement Schedule lists the important events, dates, times, and locations of meetings (if applicable) and submittals that the Contractors must meet.

#### 5. Pre-Proposal Meeting

A pre-submittal meeting will be held on the date, time on the Procurement Schedule. A representative from each interested Contractor is required to attend. During the meeting, a presentation will be made to describe the project's overall scope and intended schedule. Interested Contractors may ask questions and request clarification about the project and the procurement process.

The Contractor's absence from the Pre-Proposal Meeting and/or failure to register precludes participation as a submitter on this project.

#### 6. Last Day to Submit Questions

Housing Connect must receive all questions no later than the time and date listed in the Procurement Schedule. Questions must be submitted in writing to Emily Whittle.

#### 7. Submittals Due Dates and Times

All required submittals must be delivered to and be received by Housing Connect before the date and time indicated in the Procurement Schedule. Proposals received after the specified time will not be accepted.

#### 8. Addendum

All references to questions and requests for clarification will be in writing and issued as addenda to the Request for Proposal. Housing Connect will log the addenda. Any addenda issued before the submittal deadline shall become part of the Request for Proposals, and any information required shall be included in your proposal.

#### 9. Past Performance and References

Contractors shall submit past performance and reference information by the time indicated on the Procurement Schedule. Contractors must provide a list of **ALL** projects and a list of references, both personal and project-related, for the last three years. Failure to provide the list of projects and references for the last three years may result in disqualification from the selection process. Of particular interest to Housing Connect will be previous LIHTC multifamily developments and LIHTC experience of current staff members/employees.

Contractors will provide the following information for each reference:

Point of Contact: Phone Number:

Email:

Owner:

Project Name:
Date Complete:

Address:

Original Contract Price:

Final Contract price:

Description of change orders:

**Duration of Project:** 

Type of the Project: (LIHTC, Market rate, rehab, new construction, etc.)

10. Federally Funded Project. This is a federally funded project, subject to Davis/Bacon weekly payroll reports for all employees of the Contractor and Sub-Contractor. Davis/Bacon rates shall be paid to all employees of the Contractor or Sub-Contractor. When State rates exceed the Davis/Bacon rates, the Davis/Bacon rates will not be enforced.

#### 11.GC Work Phases

The GC Work for the project consists of two phases: Preconstruction and Construction.

- A. <u>Preconstruction Phase</u>. This phase of the Work is federally funded and includes but is not limited to attending design meetings, estimation and cost control, schedule development, and drawing and constructability reviews. The Contractor shall assist Housing Connect and Architect/Engineer in maintaining the cost of construction and the duration of the construction within the Project's schedule.
- B. <u>Construction Phase</u>. This phase of the Work is federally funded and consists of the Contractor furnishing and installing all Work as required in

the Contract Documents. Please note that the Work of the Construction Phase may be bid in several packages, such as excavation, footing, and foundations, structural, etc.

#### 12. Guaranteed Maximum Price (GMP)

The Guaranteed Maximum Price is the final price that the Contractor agrees to accept in full performance of the attached. General Contractor Agreement (GC Agreement) and is based on the final contract drawings and specifications. The GMP shall include all fees and percentages required by this RFP and the costs for general conditions and all work as required in the Contract Documents.

The final GMP is usually determined after completing the contract documents and receiving the sub-contractor's bids. However, a GMP may be negotiated at an earlier point as may be needed by Housing Connect.

#### 13. Cost Proposal, Fees, and Markups

Before submitting a Cost Proposal, each Contractor shall carefully examine the RFP, visit the site of the Work, fully inform themselves about all existing conditions and limitations, and include in the proposal the cost of all items required by the RFP. If the Contractor observes portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify Housing Connect's Representative, and the necessary changes shall be accomplished by Addendum.

The Cost Proposal, bearing original signatures, must be typed, or handwritten in ink on the Cost Proposal Form provided in the procurement documents and submitted in a sealed envelope at the location specified below before the deadline for submission of cost proposals indicated on the Project Schedule.

Cost Proposals will be accepted at Housing Connect's Headquarters located at 3595 South Main Street Salt Lake City, Utah 84115. Late proposals will be disqualified and returned to the Contractor unopened. One copy of the cost proposal is required.

All Contractors shall furnish the following fees and markups as part of the Cost Proposal.

- A. <u>Preconstruction Fee</u>. This lump sum fee consists of all costs for the GC to provide the required services of the Preconstruction Phase except preauthorized out-of-state travel. No other reimbursable costs will be allowed or considered in addition to this fee.
- **B.** <u>Contractors Modification Factor</u>. Provide the insurance modification factor for the prime firm.

#### 14. Self-Performed Work

The Contractor will be allowed to self-perform work. This work must be billed for at the actual cost incurred plus the Self-Performed Work Markup. Actual costs for self-performed work will be subject to audit. No billing rates will be allowed. The Contractor must specifically state in the Management Plan proposal what self-performed work that they intend to execute. The Contractor must bid its self-performed work. In addition to the proposal, The Contractor must include an Identity of Interest between itself and any subcontractors or suppliers.

The Contractor's bid will then be evaluated by Housing Connect and Architect/Civil Engineer and must be determined to be the best value bid for the work to be awarded to the Contractor. The Contractor can propose to self-perform work that was not proposed in the Management Plan, provided that this work is completed in a competitive bid or value-based selection process and advertised as would usually be required. The cost of any work that is self-performed will be part of the established GMP.

#### 15. Management Plan

The Contractor shall provide seven copies of the Management Plan by the time indicated on the Project Schedule. The Management Plan should contain the following information:

- **A.** How the construction will be managed, including security and safety controls, staging areas, delivery routes, crane locations, and interfaces required at the site with the using agency.
- **B.** Your proposed project schedule. Indicate critical dates and other information in sufficient detail for the selection committee to determine if the time frames are reasonable.
- **C.** Please provide a separate section in your Management Plan which portions of the work you plan on self-performing.
- **D.** Address project-specific criteria, risks identified by the RFP, and additional risks that the team has identified. State how those risks will be mitigated.
- **E.** Indicate all services provided during the Preconstruction Phase of this project and the individuals who will be performing these services. Provide an organizational chart to clarify the Contractor's supervision and support structure during this phase.
- **F.** Indicate all services provided during the Construction Phase and the individuals who will be performing these services. Provide a

comprehensive organizational chart to clarify the Contractor's supervision and support structure during this phase.

#### 16. Statements of Qualifications

The GC shall provide four copies of the statement of qualifications. The statement of qualifications is a short document that indicates the experience and qualifications of the Contractor and the project team key individuals as identified in the management plan. It should include information on similar projects completed by the Contractor and the project team individuals. When listing similar projects, include information to indicate the dates, size, firm worked for at the time, and the individual's responsibility was on the project. Include the team's experience and special qualifications that apply to this project and/or are part of the project-specific selection criteria.

#### 17. Schedule

The contract schedule will be evaluated as part of the Project Management Approach Criteria. The contractor will include the schedule for completing the work in the Management Plan, including any items required by Housing Connect or the Architect/Engineer. An early completion date is encouraged unless otherwise stated in the Description of Work. The actual completion date will be based on the contractor's proposed schedule. All plans, schedules, and cost proposals are required to reflect the project construction time. Non-compliance with the schedule will not result in automatic disqualification; the selection committee will evaluate it in determining the final selection.

Of particular interest and concern are the management team and the ability of the prime contractors to deliver the project within the construction time. Contractors will need to demonstrate the delivery method and the competency of the individuals who will manage its successful completion.

#### 18. Termination or Debarment Certifications

The Contractors must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, withdrew, or have been terminated from work or soliciting for work by any governmental department or agency.

#### 19. Non-Collusive Affidavit

The Contractor must submit the Non-Collusive Affidavit stating that the proposal and/or bid is genuine and not collusive of 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 cost element of said bid price, or of that of any other bidder, or to secure any advantage against the

Housing Connect or any person interested in the proposed contract; and that all statements in said proposal and/or bid are true.

#### 20. Interviews

Housing Connect will convene the selection committee to develop a shortlist of Contractors to be invited to interviews. This evaluation will be made using the selection criteria noted below based on the past performance/references, management plan, and statement of qualifications.

The purpose of the interview is to allow the shortlist Contractors to present their qualifications, past performance, management plan, schedule, and general plan for constructing the Project. The proposed primary project management personnel, including the project manager, should be in attendance. It will also provide an opportunity for the selection committee to seek clarification of the Contractor's proposal.

The proposed primary project management personnel, including the project manager and superintendent, should be in attendance. The project superintendent is the contractor's representative who will be in daily control of the construction site. The project manager has overall job authority, will attend all job meetings, and is authorized by the Contractor to negotiate and sign any and all change orders in the field, if necessary. Unless otherwise noted, the attendance of subcontractors is at the discretion of the Contractor.

The method of presentation is at the discretion of the Contractors.

#### 21. Selection Criteria for VBS Professional Services

The following criteria will be used in ranking each of the Contractors. The Contractor that is ranked the highest will represent the best value for Housing Connect. The criteria are not listed in any priority order. The selection committee will consider all criteria in performing a comprehensive evaluation of the proposal. Weights have been assigned to each criterion in the form of points as follows:

- A. <u>Past Performance/References.</u> 10 Points. The rating will be based first on how well the Construction firm did on past projects.
- **B.** Strength of Contractors Team. 25 Points. Based on the statements of qualifications, the interview, and management plan, the selection team shall evaluate the expertise and experience of the Construction firm, actual experience with LIHTC multifamily development for Contractor and staff members, the project manager, and the superintendent as it relates to this project in size, complexity, quality, and duration. Key personnel assigned to which task and their commitment to each phase of the work will be evaluated. Consideration will also be given to the creative approach

and concepts the construction firm has demonstrated to bring success to this project. The teams shall demonstrate past success, particularly related to LIHTC multifamily development.

- C. Project Management Approach. 20 Points. Based on the information provided in the statements of qualifications, management plan, and information presented in the interview, the selection team shall evaluate how each team has planned to approach the Project and determine how to construct the Project in the location and in the time frames presented. The contractor should present how they plan to move material and people into and out of the site, how they plan to staff the project, and adequately keep the site safe. The construction firm shall also discuss what portions of the Project they plan to self-perform. The selection team will also evaluate the degree to which risks to the project's success have been identified, and a reasonable solution has been presented especially.
- D. <u>Schedule.</u> 25 Points. Points in this category will be based on the GC Team's ability to meet the construction schedule. The project must be completed and receive the final Certificate of Occupancy by November 30, 2023.
- **E.** <u>Cost.</u> **20 Points**. The Contractor's Cost Proposal will be scored by the selection committee, taking into account the total of all costs within the proposal. The more competitive overall cost will achieve a higher score. A summary of each cost proposal will be made available to the selection committee before the interviews.
- F. <u>Section 3</u> 10 Points Demonstrate how your firm will meet the requirements of Section 3 as outlined in Attachment E.

Lowest Cost Proposal divided by Cost Proposal, multiplied by criteria points available. [(LCP/CP) Points = Score] The lowest cost proposal shall receive full points for this criterion.

#### **TOTAL POSSIBLE POINTS: 100 POINTS**

#### 22. Scoring

The selection committee will provide a unitary score per criteria for each firm. The firm with the highest total of points will represent the best value for the Housing Authority and will be selected for the project.

#### 23. Award of Agreement

The award of the GC Agreement shall be in accordance with the criteria set forth in the Request for Proposal (RFP). Housing Connect intends to enter into an agreement with the General Contractor to construct the project as outlined.

#### 24. Agreement

The Contractor's Agreement will be the form attached to this RFP. The contract time will be as indicated in the proposal. The selected Contractor to provide alternate pricing for payment and performance bonds should they be required.

#### 25. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a bid is in doubt about the meaning of any part of the drawings, specifications, or other Contract Documents, such person shall submit to Housing Connect's Representative a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by addenda.

#### 26. Licensure

The Contractor shall comply with and require all its subcontractors to comply with the license laws as required by the State of Utah.

#### **27. Permits**

In concurrence with the requirements for permitting in the General conditions, it is the responsibility of the Contractor to obtain the necessary approval(s) and meet all requirements pertaining to the demolition of the existing buildings/improvements from ALL applicable entities, including the Midvale City building and engineering, the Utah Division of Air Quality and the SWPPP requirements from the Utah Department of Environmental Quality and submit the completed forms and pay any permit fee required for the Project. Failure to obtain the required permit(s) and/or approvals may result in work stoppage and/or fines from the regulating authority that will be the sole responsibility of the Contractor. Any delay to the Project due to failure to obtain the required permit(s), approval(s), or non-compliance shall not be eligible for any extension in the contract time.

#### 28. <u>Financial Responsibility of Contractors, Subcontractors, and Subsubcontractors</u>

Contractors shall respond promptly to any inquiry in writing by Housing Connect to any concern of financial responsibility of the contractor, subcontractor, or subsubcontractor.

#### 29. Withdrawal of Proposals

Proposals may be withdrawn by written request received from the proposer until the notice of selection is issued.

#### 30. Time is of the Essence

Time is of the essence in regard to all the requirements and timeliness of the contract documents.

#### 31. Right to Reject Proposals

Housing Connect reserves the right to reject any or all proposals.

#### PROCUREMENT SCHEDULE

#### SUNSET GARDENS MULTIFAMILY PROJECT

Event	Date	Time	Place
RFP2021-01 CM/GC Release of RFP	June 25, 2021	6:00 PM	Housing Connect Website housingconnect.org
Pre-submittal Meeting	July 13, 2021	10:00 am	Via Zoom
Last Day to Submit Questions	July 23, 2021	10:00 am	Emily Whittle ewhittle@housingconnect.org Fax 801-284-4406
Answerers to questions	July 27, 2021	10:00 am	Provided by issuing an addendum to the RFP
Proposal Due Date Including References, Management Plans, Statements of Qualifications, Certification Regarding Debarment or Suspension, and Cost Proposal	July 30, 2021	10:00 am	Housing Connect Attn: Emily Whittle 3595 South Main St. Salt Lake City, Utah 84115
Owner and CM review and level proposals; Short Listing by Selection Committee, if applicable.	August 2, 2021	TBD	Housing Connect, GC, and development consultant
Notify GCs of interview shortlist.	August 10, 2021	TBD	Housing Connect
Interviews	August 16, 2021	10:00 am	Housing Connect Boardroom 3595 South Main St. Salt Lake City, Utah 84115 Housing Connect will

				determine the schedule for interviews
Selection Announcement	August 3 2021	31,	TBD	Housing Connect
Letter of Intent from GC	September 2021	8,		
Executed LOI due to HC	September 3 2021	80,		

#### **Cost Proposal Form**

NAME	OF PROPOSER	DATE
То:	Housing Connect 3595 South Main Street Salt Lake City, Utah 84115	
Manag Contra fee at the pre	undersigned, responsive to the "Notice to General gers" and in accordance with the "Request for Practor Services Sunset Gardens Multifamily Project the price stated below. This price is to cover all expereconstruction services as outlined in our proposal of what the proposal of the following Addenda:	roposals" for the <b>General</b> , propose a preconstruction nses incurred in performing
Α.	Preconstruction Fee. For all work during the pre-conto perform for the lump sum of:	struction period. I/we agree
В.	Contractors' modification Factor. The contractor factor as currently rated is:	
C.	Contractor Change Order Markup. For all work change order above and beyond the FLCC, I/we agree to the subcontractor/supplier costs for the addition please review Section 5.2 of the GC Agreement)	e to add not more than 5%
negoti succes per da	guarantee that the Work will be Complete, including ated time frame after receipt of the Notice to Prossful proposer, and agree to pay liquidated damages by for each day after the expiration of the Contract Time Agreement.	ceed, should I/we be the in the amount of <b>\$1,200.00</b>
under	the cooperation of Housing Connect and signed will continue to work with due diligence num Price (GMP) within the accepted budget.	
The ur	ndersigned Contractor's License Number for Utah is	
This b	id shall be good for 60 days after bid submission.	

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within fifteen (15) days, unless a shorter time is specified in the Contract Documents.

Type of Organization:
(Corporation, partnership, Individual, etc.)
Respectfully submitted.
Name of Proposer
Address:
Authorized Signature

#### NON-COLLUSIVE AFFIDAVIT Project Number: \_\_\_\_\_ **AFFIDAVIT General Contractor** State of \_\_\_\_\_, County of \_\_\_\_\_, \_\_\_\_\_, being first duly sworn. (Name of Signatory) deposes and says: That he is\_\_\_\_\_\_, of \_\_\_\_\_\_, (Name of Bidder) The party making the foregoing proposal or bid that such proposal or bid is genuine and not collusive of 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 cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Connect 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 \_\_\_\_\_\_, 2021.

Commission expires\_\_\_\_\_\_\_, 20\_\_\_.

#### **EXHIBIT A**

#### **Project Plan Set**

**Document on Following Page** 

**GENERAL FLOOR PLAN NOTES** 

2. DIMENSIONS SHOWN ARE TO FACE OF STUD AND GRID LINES U.N.O.

4. RE: ELECT. DRAWINGS FOR ALL ELECT. & DATA REQUIREMENTS.

5. RE: FINISH PLANS AND SCHEDULES FOR EXACT FINISHES.

6. ALL FURNITURE SHOWN FOR REFERENCE ONLY.

7. SEAL ALL PENETRATIONS IN WALL ASSEMBLIES FOR WIRES AND PIPES WITH APPROVED MATERIAL FOR THROUGH WALL

8. ALL RATED WALLS MUST BE CONTINUOUS AND MAINTAIN FLOOR TO CEILING RATING INCLUDING BEHIND FIXTURES.

9. GYPSUM BOARD CONTROL JOINT LOCATIONS TO BE EVERY 30' MINIMUM AND AT DOOR FRAME

CORNERS, OR MANUFACTURER RECOMMENDATIONS, WHICHEVER IS MORE

PENETRATIONS.

REFER TO MEP AND CIVIL DRAWINGS FOR VERIFICATION OF UTILITY LOCATIONS.

3. MINIMUM DOOR JAMB AT HINGE SIDE = 4".

GARDENS

SUNSE

# 7200 SOUTH , UTAH 84047 380 EAST MIDVALE,

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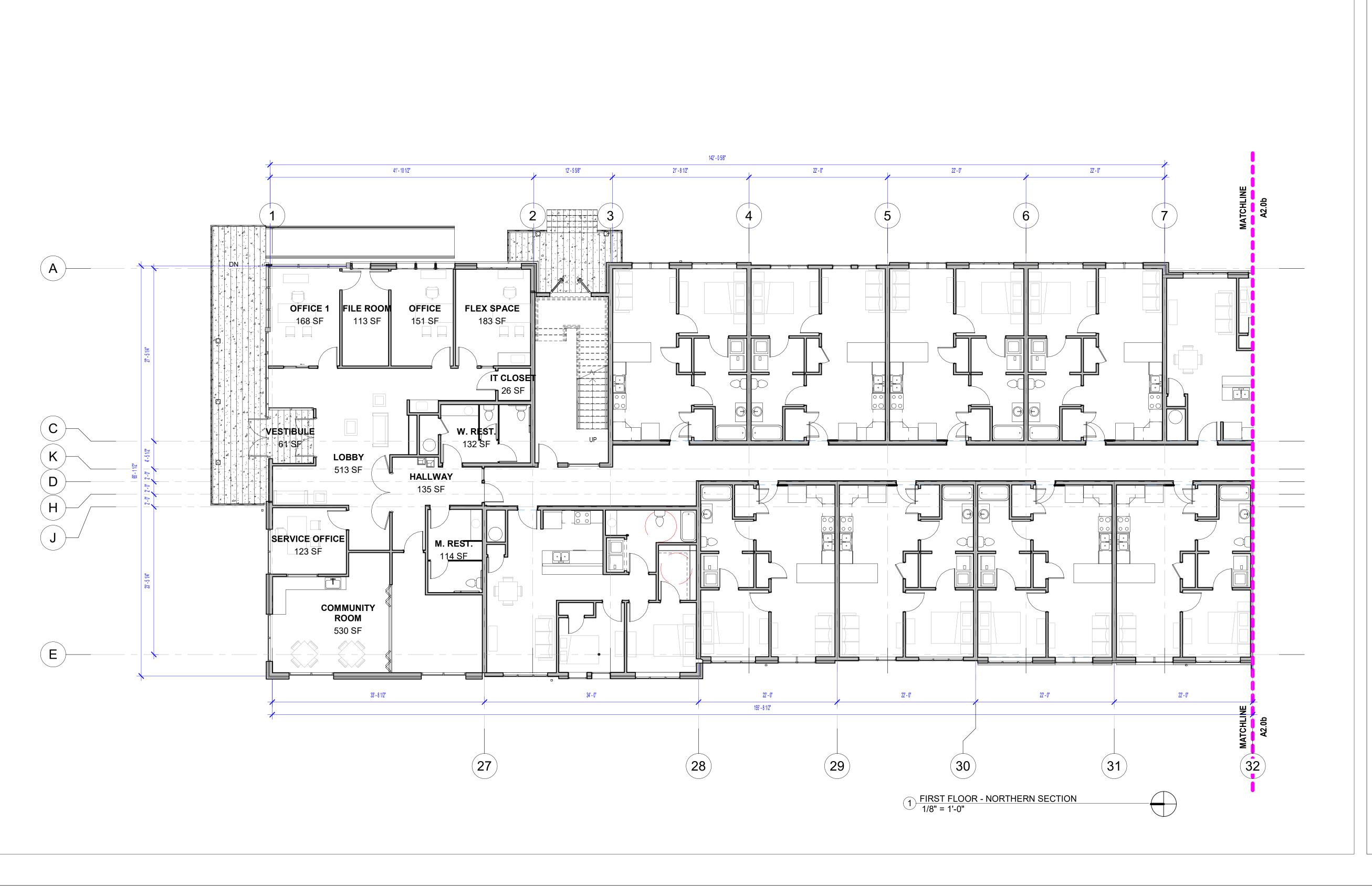
SHEET CONTENTS.:
FIRST FLOOR PLAN NORTHERN SECTION



3-20-01 PROJ. NUMBER.: DATE: AUGUST 12TH, 2020

DRAWING NUMBER.:

A2.0a





GARDENS

SUNSE

CHK

REVISIONS

ISSUE RECORD

SHEET CONTENTS.:

NO. DESCRIPTION

NO. DESCRIPTION DATE

DATE

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7200 SOUTH , UTAH 84047

380 EAST MIDVALE,

PENETRATIONS. ALL RATED WALLS MUST BE CONTINUOUS
 AND MAINTAIN FLOOR TO CEILING
 RATING INCLUDING BEHIND FIXTURES.

**GENERAL FLOOR PLAN NOTES** 

2. DIMENSIONS SHOWN ARE TO FACE OF STUD AND GRID LINES U.N.O.

REFER TO MEP AND CIVIL DRAWINGS FOR VERIFICATION OF UTILITY LOCATIONS.

3. MINIMUM DOOR JAMB AT HINGE SIDE = 4".

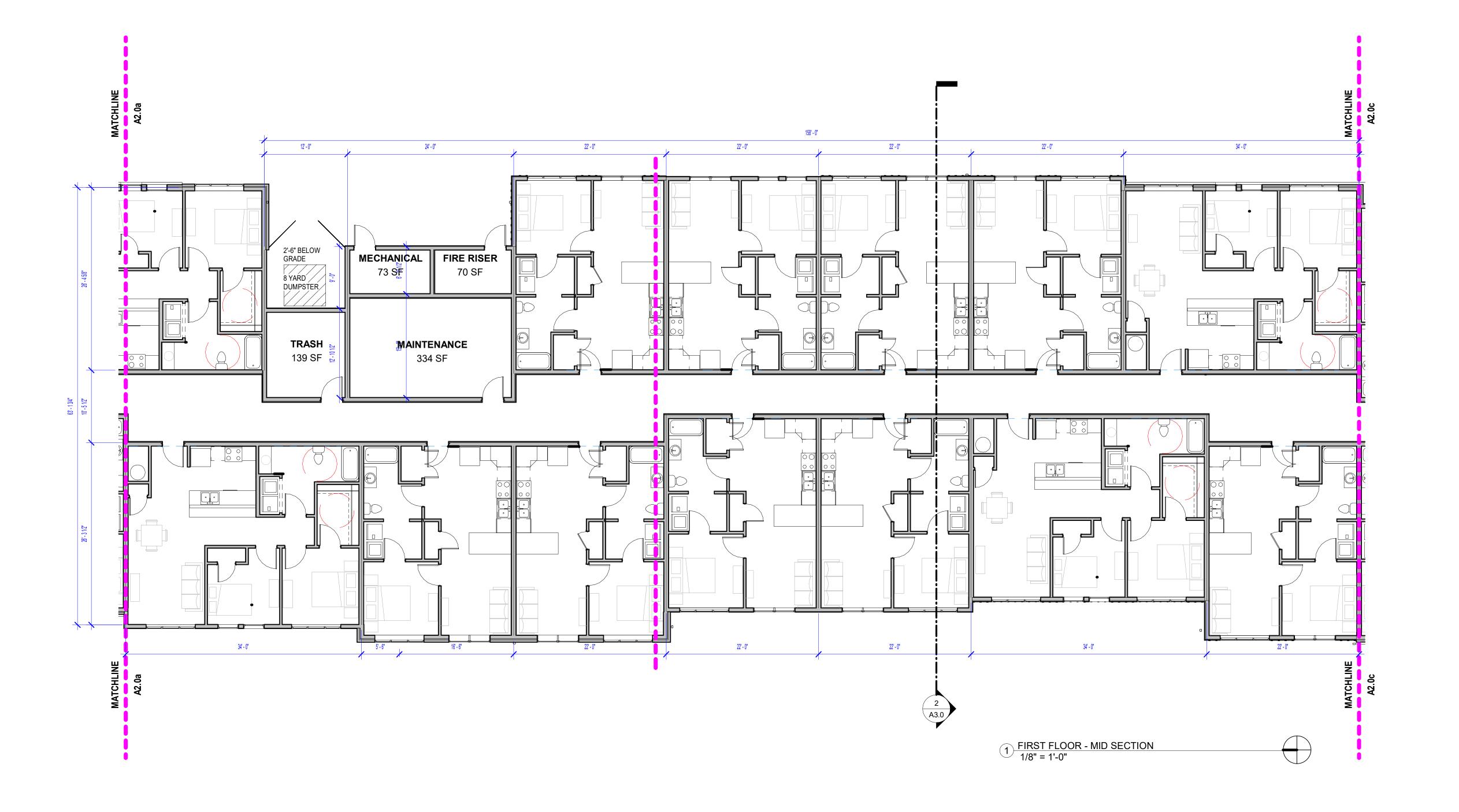
RE: ELECT. DRAWINGS FOR ALL ELECT. & DATA REQUIREMENTS.

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7. SEAL ALL PENETRATIONS IN WALL ASSEMBLIES FOR WIRES AND PIPES WITH APPROVED MATERIAL FOR THROUGH WALL

9. GYPSUM BOARD CONTROL JOINT LOCATIONS TO BE EVERY 30' MINIMUM AND AT DOOR FRAME CORNERS, OR MANUFACTURER
RECOMMENDATIONS, WHICHEVER IS MORE



FIRST FLOOR PLAN - MID SECTION

3-20-01 PROJ. NUMBER.: DATE: AUGUST 12TH, 2020

DRAWING NUMBER.:

A2.0b

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7200 SOUTH , UTAH 84047

380 EAST MIDVALE,

GARDENS

SUNSE

CHK

REVISIONS

ISSUE RECORD

6

SHEET CONTENTS.:

FIRST FLOOR PLAN -SOUTHERN SECTION

NO. DESCRIPTION

NO. DESCRIPTION DATE

DATE

7. SEAL ALL PENETRATIONS IN WALL ASSEMBLIES FOR WIRES AND PIPES WITH APPROVED MATERIAL FOR THROUGH WALL

PENETRATIONS. ALL RATED WALLS MUST BE CONTINUOUS
 AND MAINTAIN FLOOR TO CEILING
 RATING INCLUDING BEHIND FIXTURES.

**GENERAL FLOOR PLAN NOTES** 

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9. GYPSUM BOARD CONTROL JOINT LOCATIONS TO BE EVERY 30' MINIMUM AND AT DOOR FRAME CORNERS, OR MANUFACTURER
RECOMMENDATIONS, WHICHEVER IS MORE



3-20-01

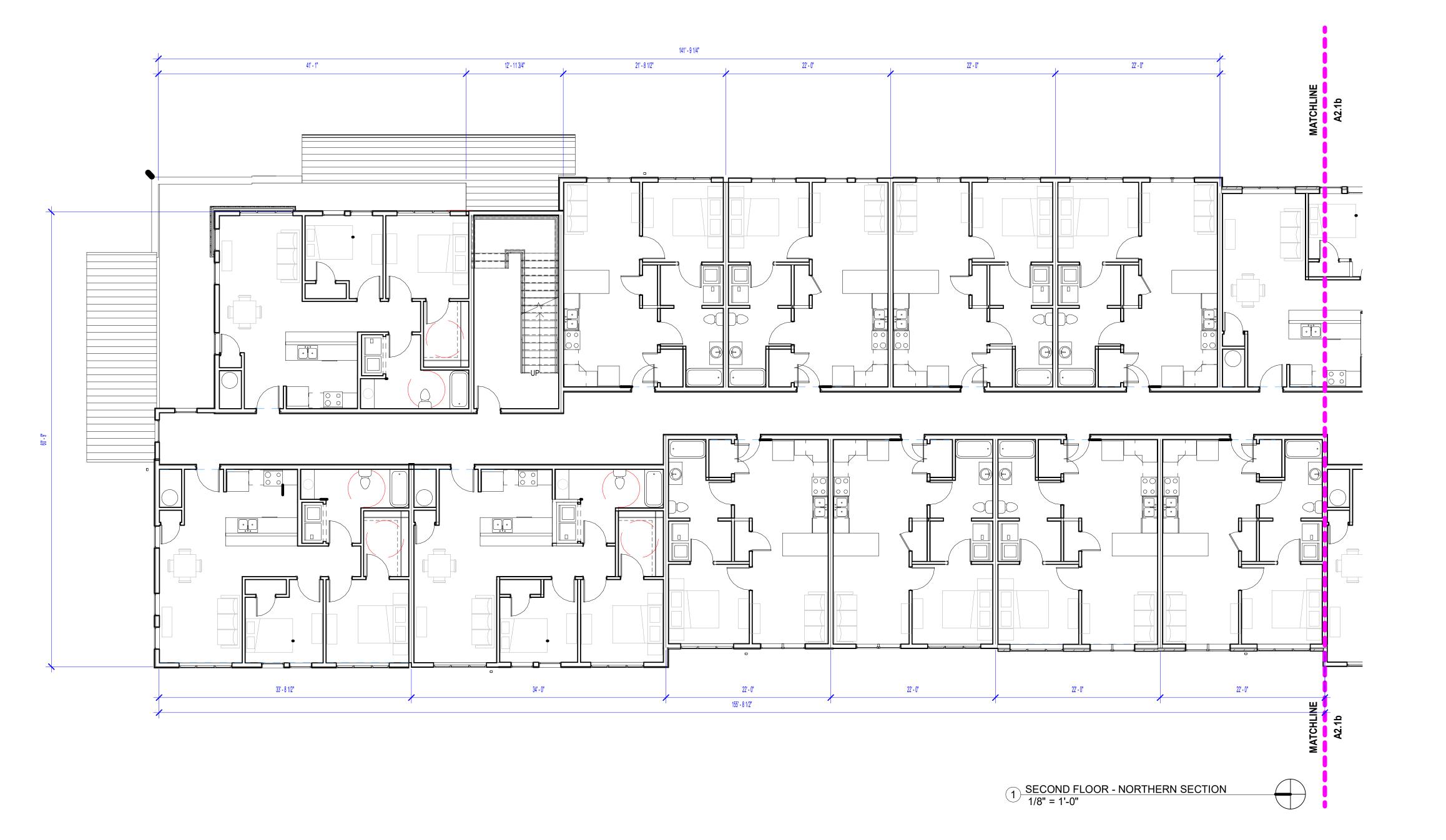
PROJ. NUMBER.: AUGUST 12TH, 2020

DRAWING NUMBER.:

A2.0c

#### GENERAL FLOOR PLAN NOTES

- REFER TO MEP AND CIVIL DRAWINGS FOR VERIFICATION OF UTILITY LOCATIONS.
- 2. DIMENSIONS SHOWN ARE TO FACE OF STUD AND GRID LINES U.N.O.
- 3. MINIMUM DOOR JAMB AT HINGE SIDE = 4".
- 4. RE: ELECT. DRAWINGS FOR ALL ELECT. & DATA REQUIREMENTS.
- RE: FINISH PLANS AND SCHEDULES FOR EXACT FINISHES.
- 6. ALL FURNITURE SHOWN FOR REFERENCE ONLY.
- 7. SEAL ALL PENETRATIONS IN WALL ASSEMBLIES FOR WIRES AND PIPES WITH APPROVED MATERIAL FOR THROUGH WALL PENETRATIONS.
- 8. ALL RATED WALLS MUST BE CONTINUOUS AND MAINTAIN FLOOR TO CEILING RATING INCLUDING BEHIND FIXTURES.
- 9. GYPSUM BOARD CONTROL JOINT LOCATIONS TO BE EVERY 30' MINIMUM AND AT DOOR FRAME CORNERS, OR MANUFACTURER RECOMMENDATIONS, WHICHEVER IS MORE STRICT





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GARDENS

380 EAST 7200 SOUTH MIDVALE, UTAH 84047

CHK

REVISIONS

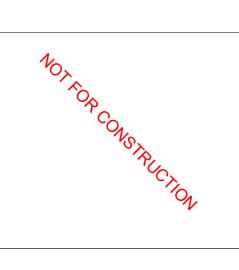
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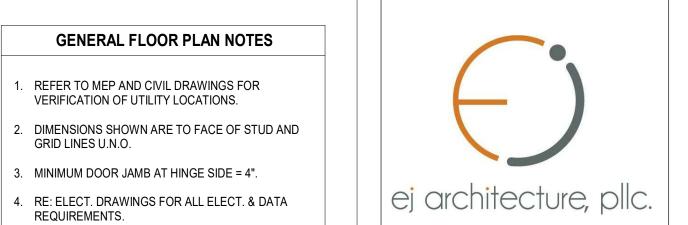


PROJ. NUMBER:: 3-20-01

DATE:: AUGUST 12TH, 2020

DRAWING NUMBER.:

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7200 SOUTH , UTAH 84047

380 EAST MIDVALE,

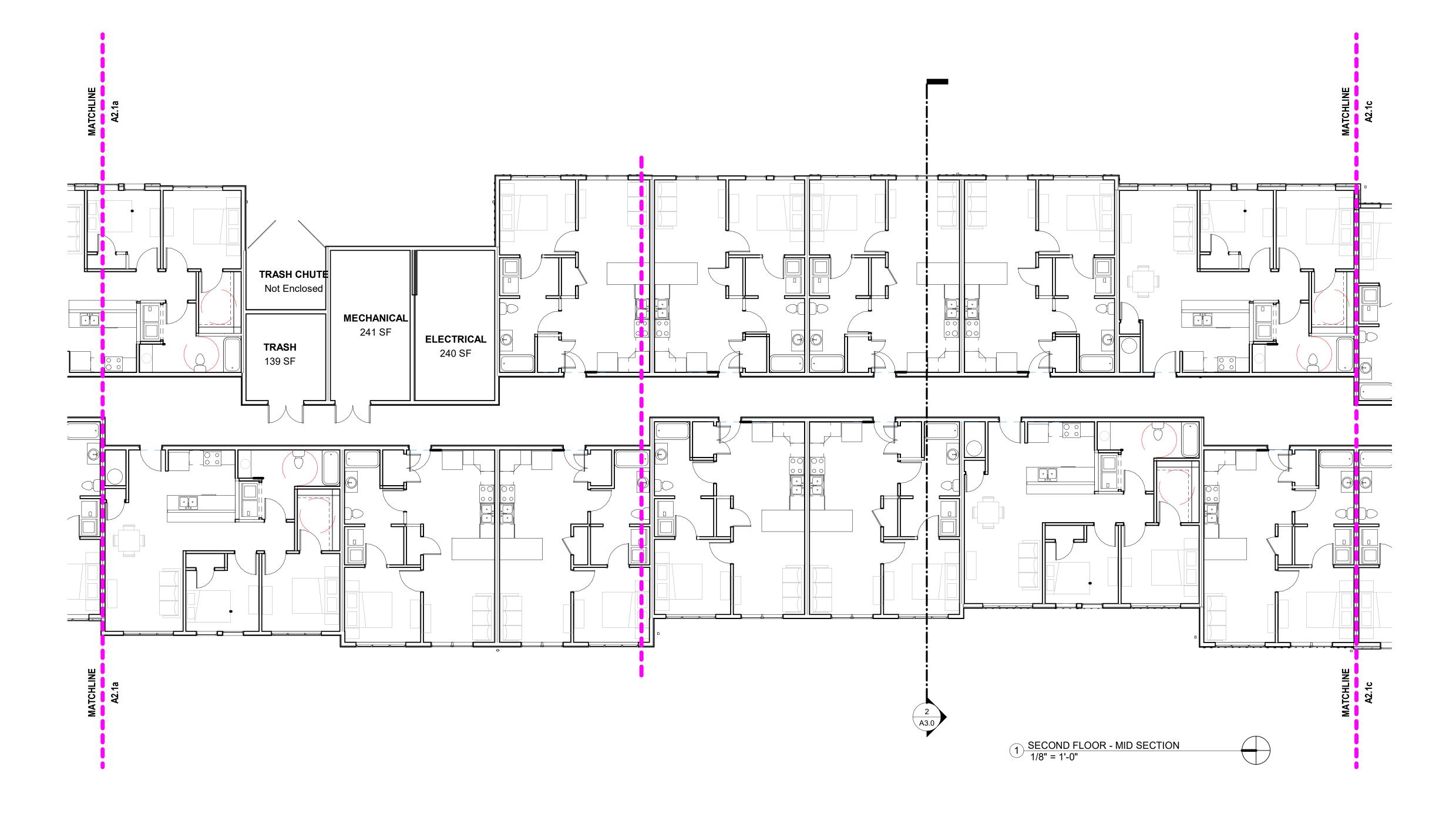
PENETRATIONS. ALL RATED WALLS MUST BE CONTINUOUS
 AND MAINTAIN FLOOR TO CEILING
 RATING INCLUDING BEHIND FIXTURES.

5. RE: FINISH PLANS AND SCHEDULES FOR EXACT FINISHES.

6. ALL FURNITURE SHOWN FOR REFERENCE ONLY.

7. SEAL ALL PENETRATIONS IN WALL
ASSEMBLIES FOR WIRES AND PIPES WITH
APPROVED MATERIAL FOR THROUGH WALL

9. GYPSUM BOARD CONTROL JOINT LOCATIONS TO BE EVERY 30' MINIMUM AND AT DOOR FRAME CORNERS, OR MANUFACTURER
RECOMMENDATIONS, WHICHEVER IS MORE



REVISIONS NO. DESCRIPTION DATE ISSUE RECORD NO. DESCRIPTION DATE SHEET CONTENTS.:
SECOND FLOOR PLAN - MID
SECTION

3-20-01 PROJ. NUMBER.: AUGUST 12TH, 2020

DRAWING NUMBER.:

A2.1b

3-20-01

PROJ. NUMBER.:

DRAWING NUMBER.:

DATE: AUGUST 12TH, 2020

A2.1c

7. SEAL ALL PENETRATIONS IN WALL ASSEMBLIES FOR WIRES AND PIPES WITH APPROVED MATERIAL FOR THROUGH WALL PENETRATIONS. 8. ALL RATED WALLS MUST BE CONTINUOUS

**GENERAL FLOOR PLAN NOTES** 

2. DIMENSIONS SHOWN ARE TO FACE OF STUD AND GRID LINES U.N.O.

4. RE: ELECT. DRAWINGS FOR ALL ELECT. & DATA REQUIREMENTS.

5. RE: FINISH PLANS AND SCHEDULES FOR EXACT FINISHES.

6. ALL FURNITURE SHOWN FOR REFERENCE ONLY.

REFER TO MEP AND CIVIL DRAWINGS FOR VERIFICATION OF UTILITY LOCATIONS.

3. MINIMUM DOOR JAMB AT HINGE SIDE = 4".

AND MAINTAIN FLOOR TO CEILING RATING INCLUDING BEHIND FIXTURES.

9. GYPSUM BOARD CONTROL JOINT LOCATIONS TO BE EVERY 30' MINIMUM AND AT DOOR FRAME

CORNERS, OR MANUFACTURER
RECOMMENDATIONS, WHICHEVER IS MORE



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GARDENS

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PENETRATIONS. 8. ALL RATED WALLS MUST BE CONTINUOUS AND MAINTAIN FLOOR TO CEILING RATING INCLUDING BEHIND FIXTURES.

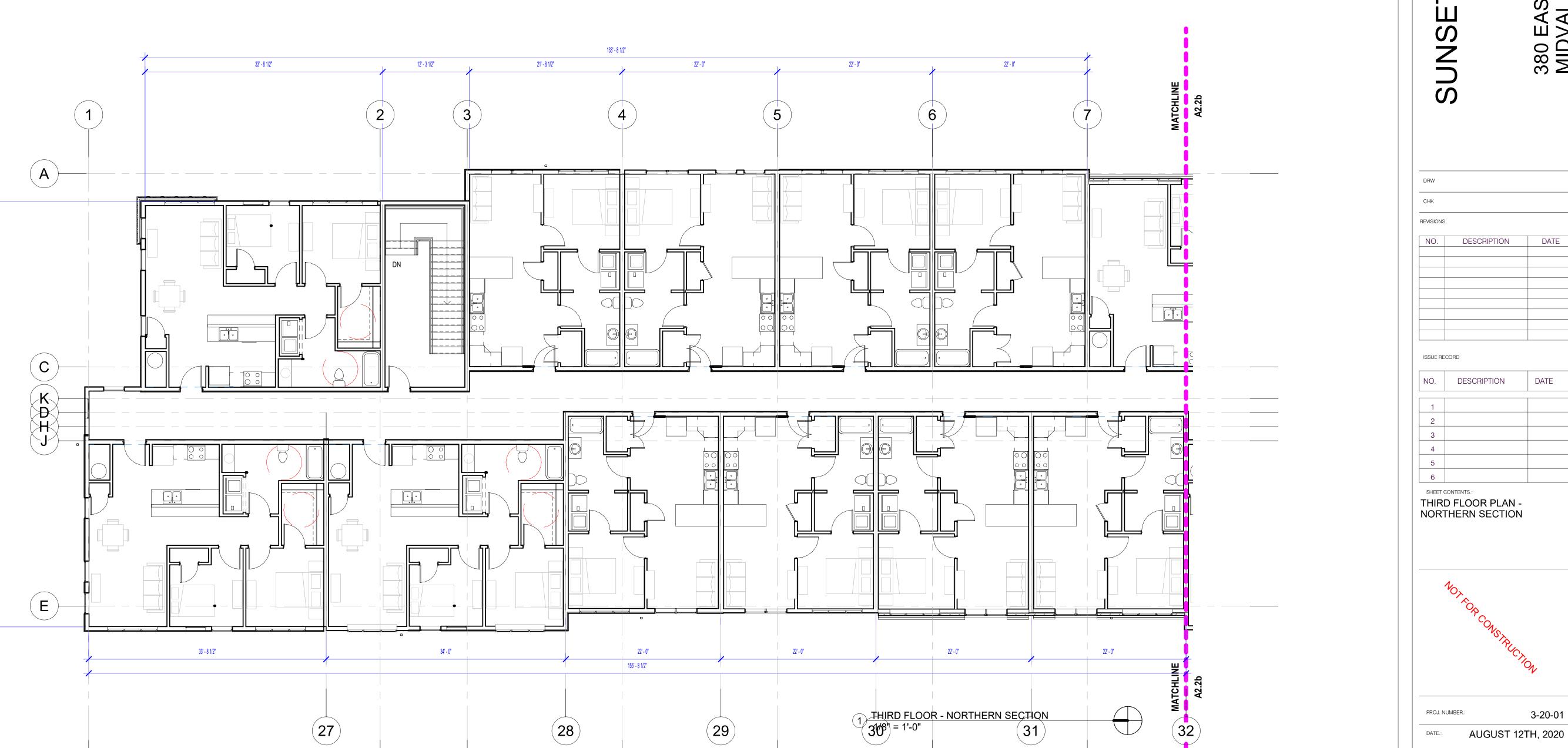
RE: ELECT. DRAWINGS FOR ALL ELECT. & DATA REQUIREMENTS.

5. RE: FINISH PLANS AND SCHEDULES FOR EXACT FINISHES.

6. ALL FURNITURE SHOWN FOR REFERENCE ONLY.

7. SEAL ALL PENETRATIONS IN WALL ASSEMBLIES FOR WIRES AND PIPES WITH APPROVED MATERIAL FOR THROUGH WALL

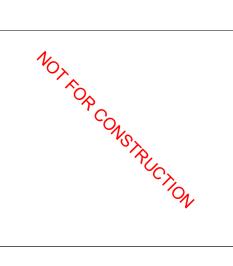
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RECOMMENDATIONS, WHICHEVER IS MORE



7200 SOUTH , UTAH 84047 380 EAST MIDVALE,

NO. DESCRIPTION DATE

THIRD FLOOR PLAN -NORTHERN SECTION



3-20-01 AUGUST 12TH, 2020

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THIRD FLOOR PLAN - MID SECTION



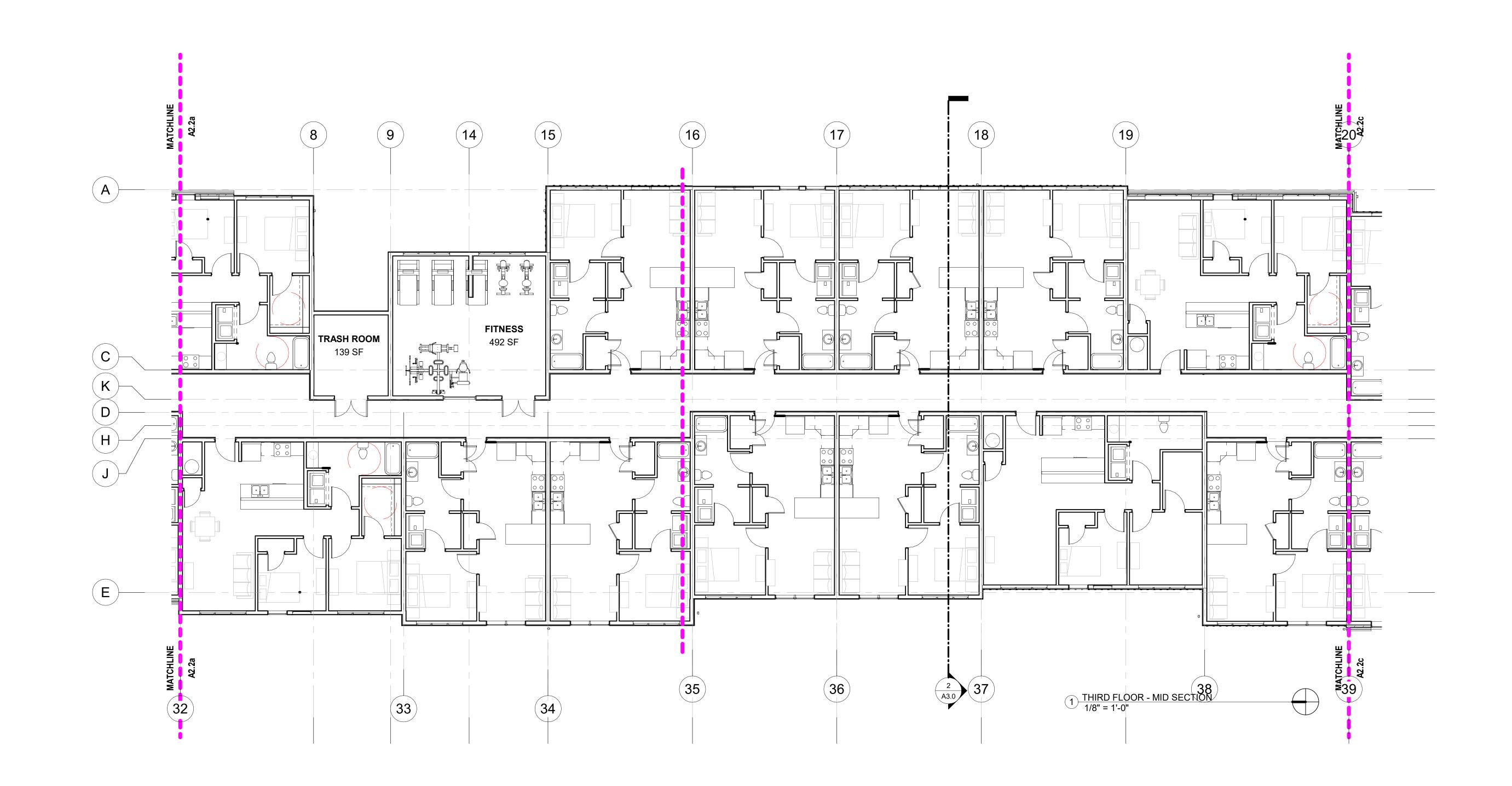
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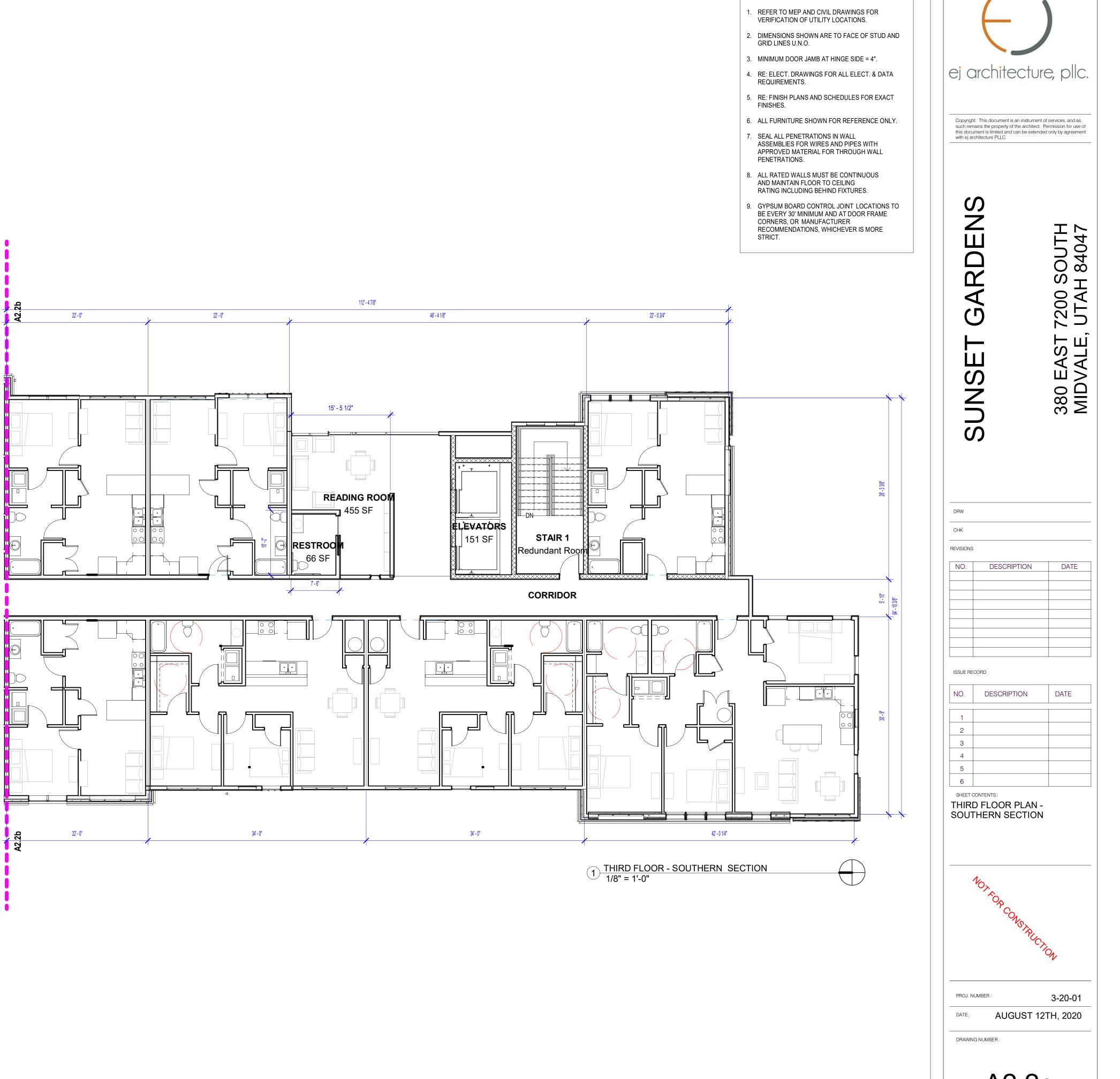
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A2.2b

#### **GENERAL FLOOR PLAN NOTES**

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- 2. DIMENSIONS SHOWN ARE TO FACE OF STUD AND GRID LINES U.N.O.
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- 8. ALL RATED WALLS MUST BE CONTINUOUS AND MAINTAIN FLOOR TO CEILING RATING INCLUDING BEHIND FIXTURES.
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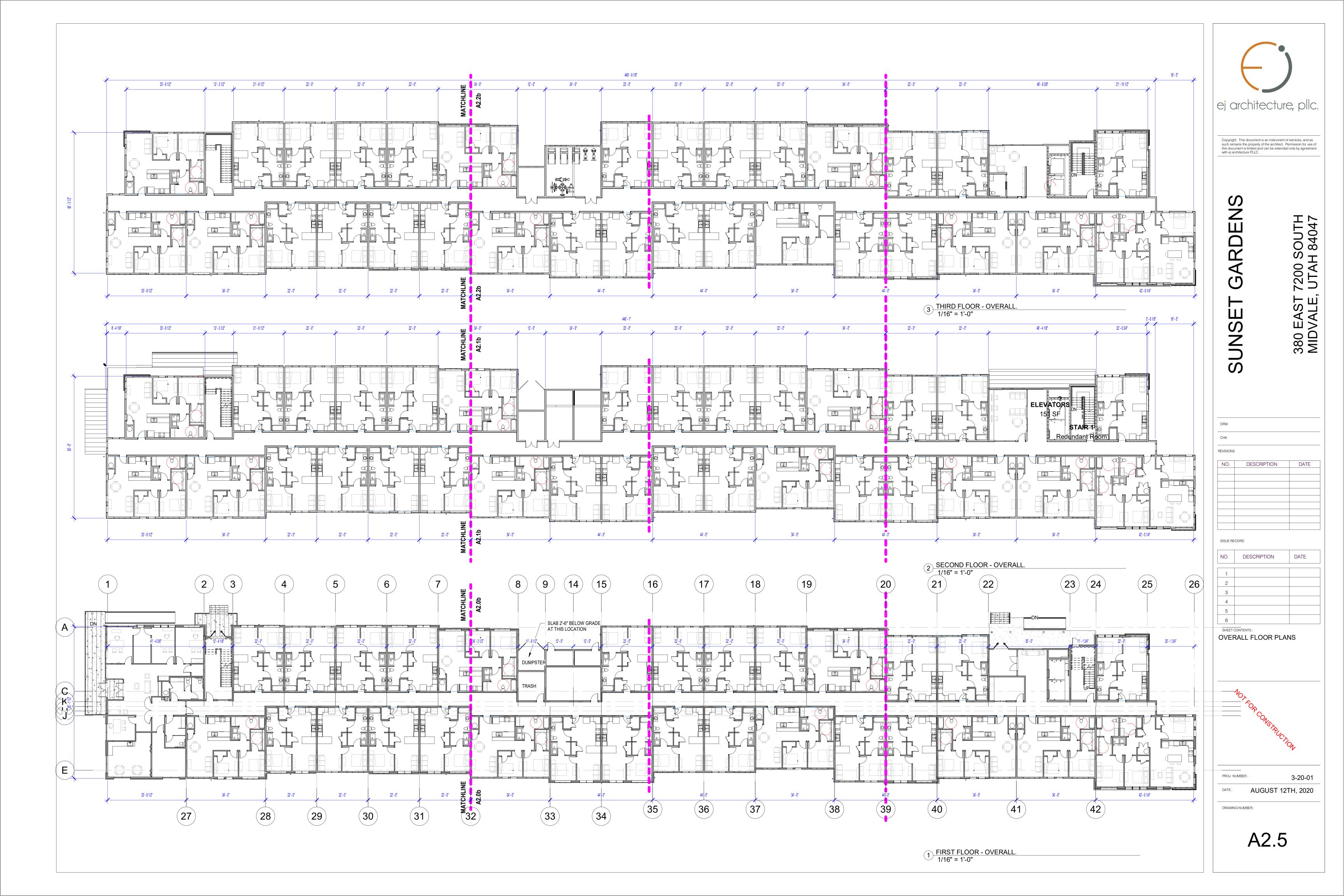




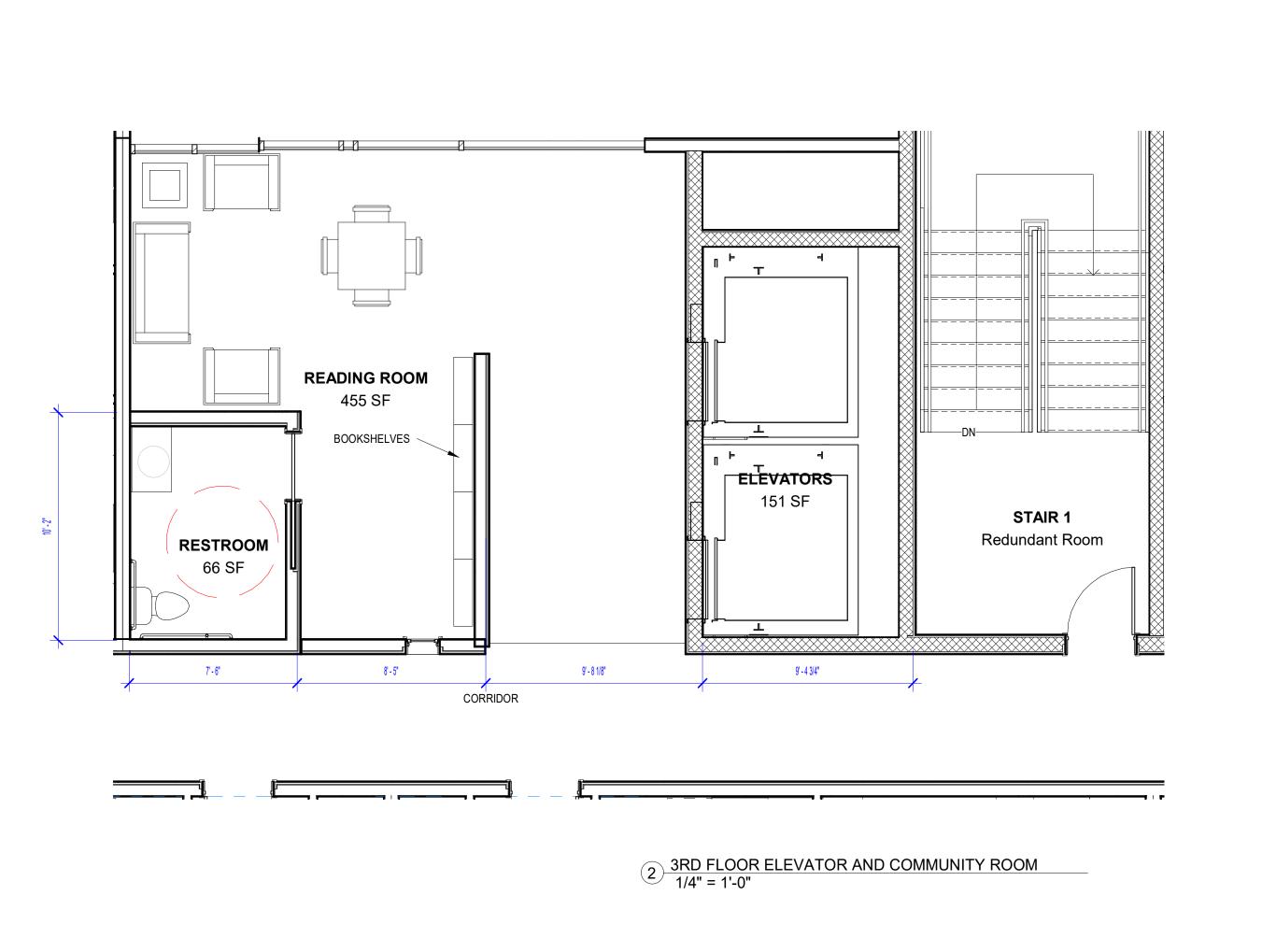


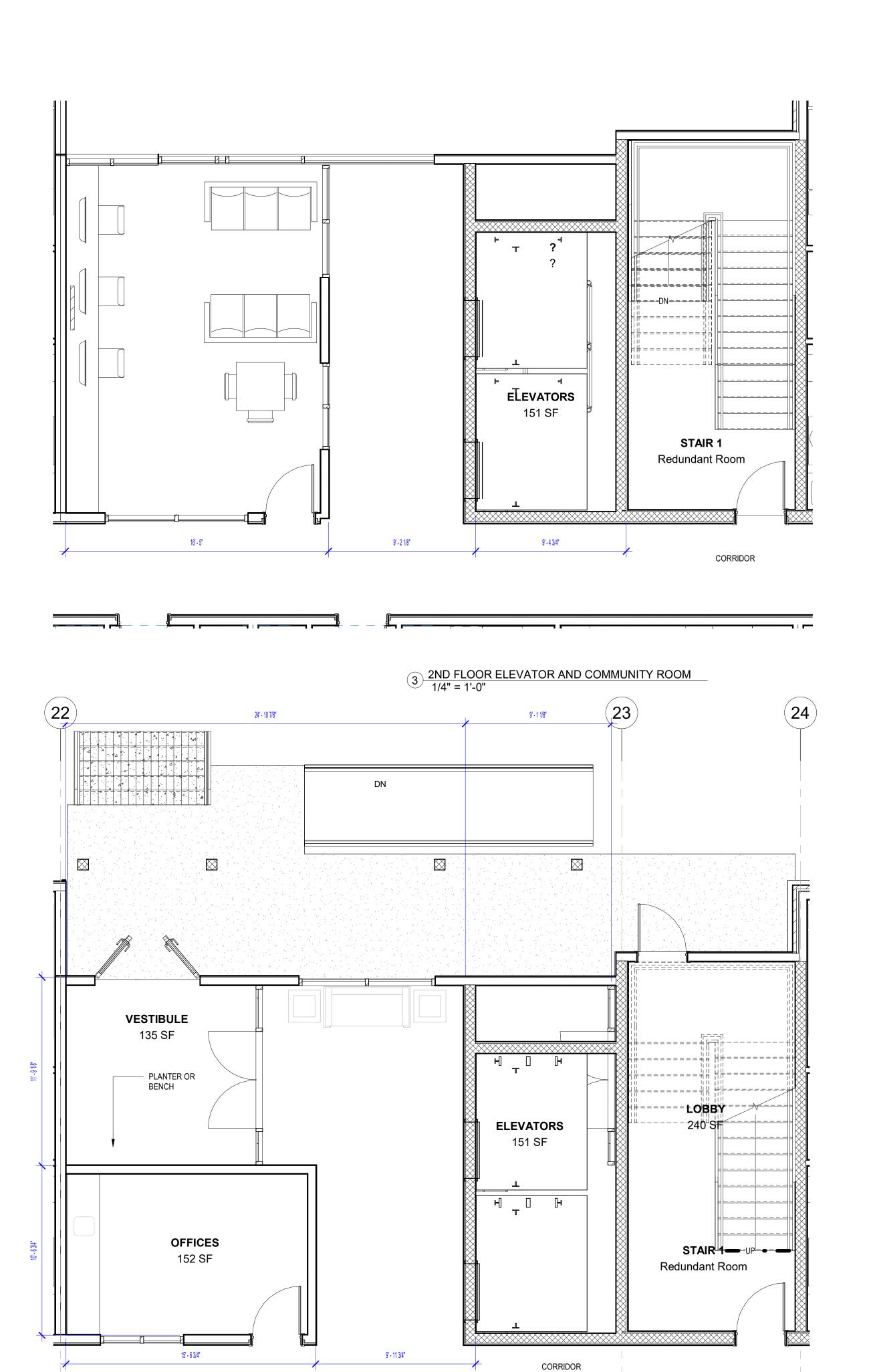
GENERAL FLOOR PLAN NOTES

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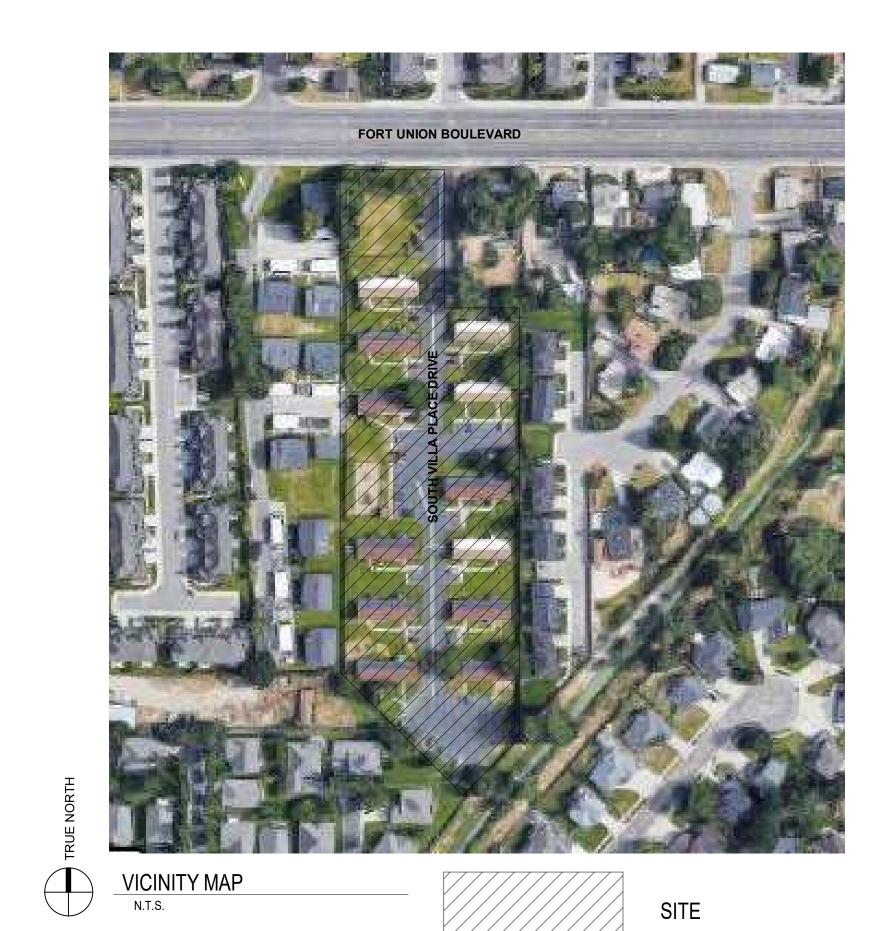


1 1ST FLOOR ELEVATOR AND COMMUNITY ROOM 1/4" = 1'-0" ej architecture, pllc. Copyright: This document is an instrument of services, and as such remains the property of the architect. Permission for use of this document is limited and can be extended only by agreement with ej architecture PLLC. GARDENS . 7200 SOUTH , UTAH 84047 380 EAST MIDVALE, SUNSET CHK REVISIONS NO. DESCRIPTION DATE ISSUE RECORD NO. DESCRIPTION DATE SHEET CONTENTS.: ENLARGED COMMON SPACES 3-20-01 PROJ. NUMBER.: DATE:: AUGUST 12TH, 2020 DRAWING NUMBER.:

A5.1



### SUNSET GARDENS FINAL SITE PLAN



SHEET INDEX SITE PLAN SUBMITTAL			
SHEET NUMBER	SHEET NAME		
SHEET 1	COVER SHEET		
SHEET 2	SITE PLAN		
SHEET 3	SITE DETAILS		
SHEET C100	CIVIL GENERAL NOTES AND DETAILS		
SHEET CS210	HORIZONTAL CONTROL PLAN		
SHEET CG400	OVERALL SITE GRADING		
SHEET CG450	OVRALL SITE HYDROLOGY		
SHEET 6	ELEVATIONS		
SHEET CS102	LANDSCAPE COVER SHEET		
SHEET LS101	SITE LAYOUT PLAN		
SHEET LS102	SITE LAYOUT PLAN		
SHEET. LP501	PLANTING DETAILS		
SHEET. LP502.	PLANTING DETAILS		
SHEET E0.0	SITE LIGHTING PHOTOMETRIC PLAN		
SHEET E0.1	SITE LIGHTING CUT SHEETS AND DETAILS		
SHEET E0.2	SITE LIGHTING CUT SHEETS AND DETAILS		
SHEET E0.3	SITE LIGHTING CUT SHEETS AND DETAILS		

#### DATA BLOCK

	SUNSET GARDENS
LAND AREA WITHIN PROPERTY LINES	3.9866 ACRES (173,656 SF)
NUMBER OF BUILDINGS	1
TOTAL BUILDING COVERAGE AND GFA	26,877.81 SF (15.48%)
ACTIVE IMPROVED OPEN SPACE	80,699.93 SF (46.47%)
REAR IMPERVIOUS AREA	35,398.9 SF (50.92%)
HARD SURFACES AREA	89,563.28 SF (51.58%)
LANDSCAPE AREA	84,092.72 SF (48.42%)
SIDEWALKS AND PATIOS	10,979.28 SF (6.32%)
PRESENT ZONING CLASSIFICATION	RM-25 (MULTIFAMILY RESIDENTIAL)
OCCUPANCY USE	R-2 (RESIDENTIAL)
CONSTRUCTION TYPE	V-B
BUILDING HEIGHT	36' - 10"
LOTS SIZES	55,770.75 SF 117,885.25 SF

#### PARKING SUMMARY

PARKING SPACES REQUIRED: 89 TOTAL UNITS	
1 BEDROOM/1 BATH = 63 UNITS X 1.5 SPACES	94.5 SPACES
2 BEDROOM/1 BATH = 23 UNITS X 2 SPACES	46 SPACES
3 BEDROOM/2 BATH = 3 UNITS X 2.5 SPACES	7.5 SPACES
VISITOR PARKING = +1 SPACE PER 4 UNITS	22.25 VISITOR SPACES
TOTAL:	171 SPACES
ACCESSIBLE SPACES	6 ACCESSIBLE PROVIDED



ARCHITECT

EJ ARCHITECTURE

735 S XENON COURT

LAKEWOOD, COLORADO 80228

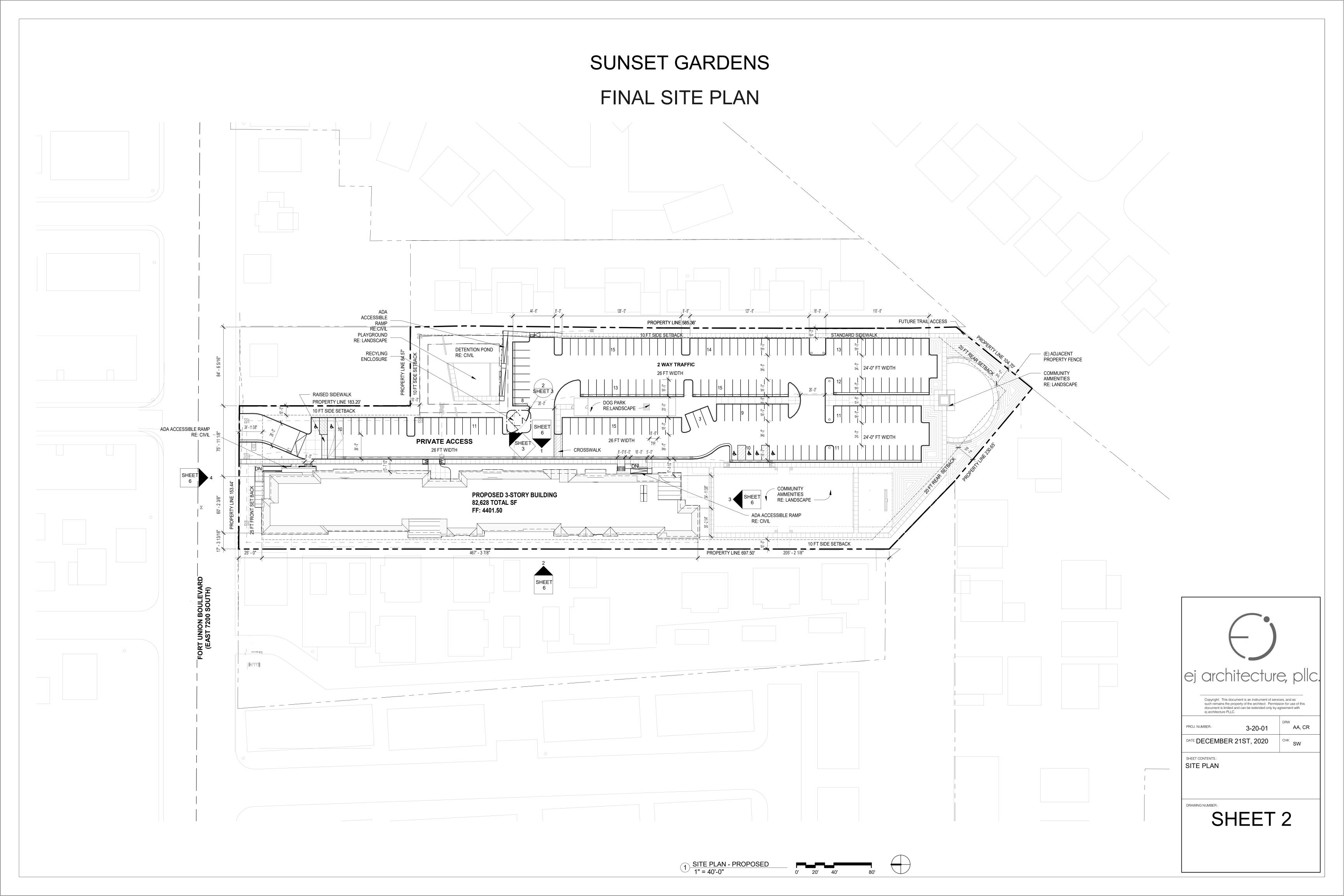
720.583.1650

**CIVIL ENGINEER** MERIDIAN ENGINEERING, INC. 1628 WEST 11010 SOUTH, SUITE102 SOUTH JORDAN, UT 84095 801-569-1315

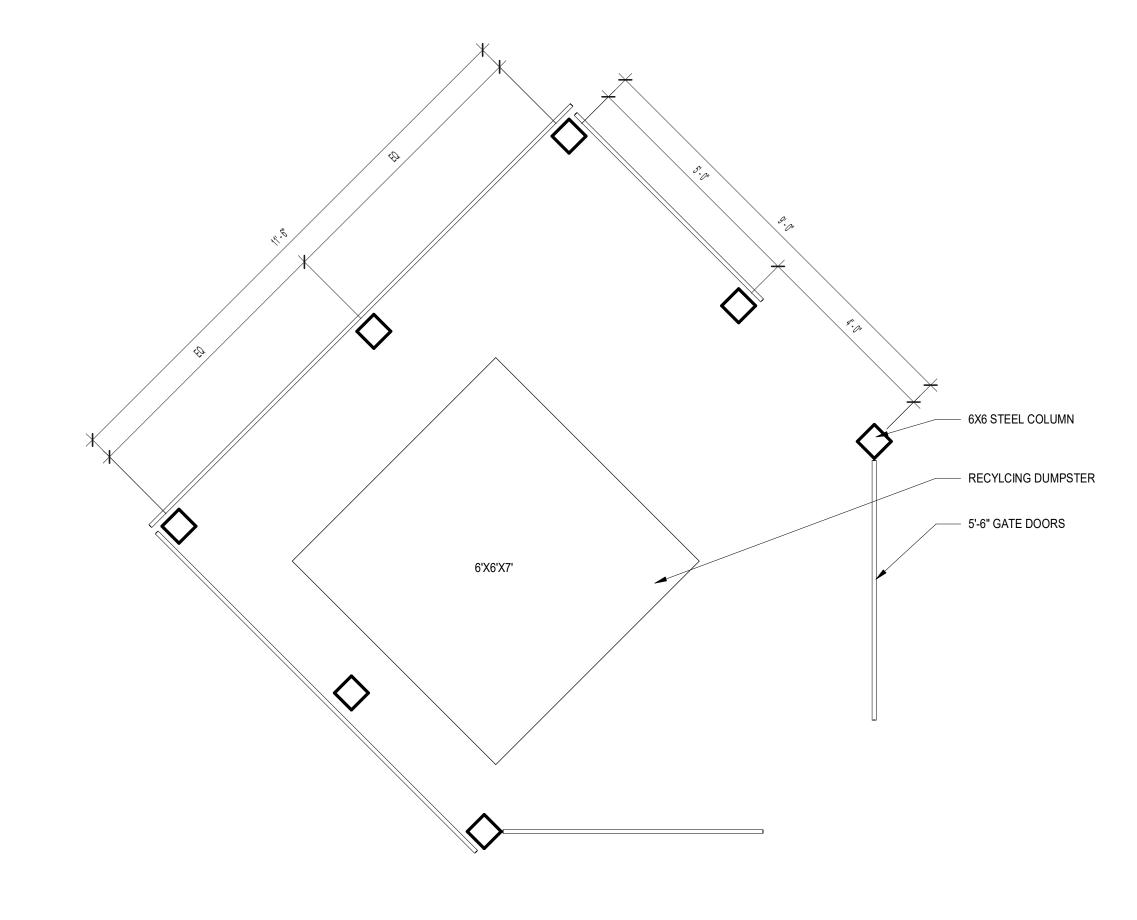
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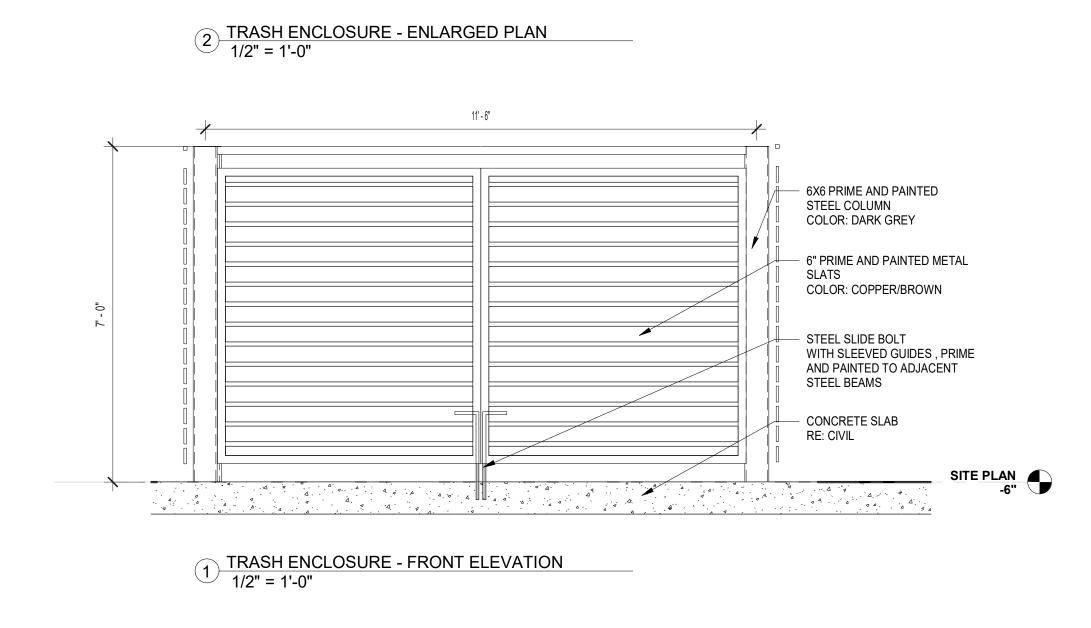
MEP ENGINEER GIVEN AND ASSOCIATES 735 S XENON COURT LAKEWOOD, COLORADO 80228 3030.716.1270





## SUNSET GARDENS FINAL SITE PLAN







#### **GENERAL**

- ANY MODIFICATION TO THIS CONSTRUCTION PACKAGE SHALL BE APPROVED BY THE OWNER. PRIOR TO SAID APPROVAL, ALL IMPROVEMENT DRAWINGS SHALL BE RESUBMITTED AND APPROVED BY THE CITY ENGINEER.
- 2. THE CONTRACTOR SHALL LOCATE, RETAIN AND PROTECT ALL EXISTING UTILITIES UNLESS OTHERWISE DIRECTED BY THE ENGINEER. EXISTING GAS, TELEPHONE, POWER, OR WATERLINES WHICH MUST BE RELOCATED OR LOWERED FOR NEW GRAVITY LINES WILL BE COMPLETED BY THE CONTRACTOR TO THE UTILITY COMPANY SPECIFICATIONS.
- 3. ALL SUITABLE EXCAVATION MATERIAL MAY BE STOCKPILED ON LANDSCAPE AREAS (NOT OVER 3'DEEP) AND GRADED TO DRAIN. EXCESS TOPSOIL SHALL BE REMOVED AND STORED AS INDICATED ON THE LANDSCAPE PLANS. SUITABLE MATERIAL IS DEFINED IN THE PROJECT GEOTECHNICAL REPORT PREPARED FOR THIS PROJECT AS WELL AS CITY EARTHWORK SPECIFICATIONS. ALL EARTHWORK SHALL BE COMPLIANT WITH THESE DOCUMENTS. IF CITY SPECIFICATIONS AND THE GEOTECHNICAL REPORT ARE IN CONFLICT REFER TO THE CITY ENGINEER FOR DIRECTION ON WHICH REQUIREMENTS MUST BE FOLLOWED IN THE FIELD.
- 4. TRACER TAPE SHALL BE PLACED ABOVE ALL SEWER, PVC ROOF DRAIN LINES, WATER AND SECONDARY WATER LINES PER CITY AND DISTRICT STANDARD SPECIFICATIONS. TRACER WIRE SHALL BE INSTALLED OVER THE WATER LINES.
- NOTIFY BLUE STAKES 48 HOURS IN ADVANCE OF ANY CONSTRUCTION. CONTRACTOR SHALL POTHOLE AND FIELD VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ALL UTILITY CONFLICTS UPON DISCOVERY. 6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER BACKFILLING, COMPACTING, AND PAVEMENT RESTORATION WERE NECESSARY

5. ALL EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY, AS INDICATED ON THE C200 SHEET. CONTRACTOR SHALL

- TO INSTALL NEW UTILITIES OR NEW IMPROVEMENTS PER CITY STANDARDS IN EXISTING ROADWAYS. 7. CONTRACTOR SHALL PROVIDE CITY INSPECTOR WITH CONSTRUCTION SCHEDULE AFTER SAID SCHEDULE HAS BEEN APPROVED BY
- 8. CONTRACTOR SHALL COORDINATE CONSTRUCTION DEMOLITION AND INSTALLATION OF ELECTRICAL, AND COMMUNICATION SERVICES WITH THE UTILITY COMPANY. OWNER SHALL PAY ALL ASSOCIATED UTILITY COMPANY FEES. CONTRACTOR TO PROVIDE ELECTRICAL LINE OR COMMUNICATION TRENCHING AND BACKFILL. COORDINATE LOCATIONS WITH POWER AND COMMUNICATION COMPANY. REFER TO ELECTRICAL PLANS.
- 9. CONTRACTOR TO KEEP A SET OF NEAT PLANS ON WHICH ALL CHANGES HAVE BEEN CLEARLY SHOWN. THIS SET OF REDLINES SHALL BE TURNED INTO THE ARCHITECT.
- 10. CONTRACTOR TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY PRIOR TO ANY WORK.
- 11. ALL UTILITY STRUCTURES WITHIN PAVEMENT SHALL BE RAISED TO ACCURATE FINISHED GRADE WITH A CONCRETE COLLAR. SEE DETAIL ON SHEET CS1-0.
- 12. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS, BONDS, AND APPROVALS HAVE BEEN OBTAINED. ALL PERMIT AND BOND FEES ARE TO BE PAID BY THE OWNER.
- 13. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED, AND THOROUGHLY REVIEWED, ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- 14. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE CURRENT REQUIREMENTS AND DEVELOPMENT STANDARDS OF THE CITY. THE SOILS REPORT AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND SHALL TAKE PRECEDENCE IN CASE OF CONFLICT UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND PLANS ETC.
- 15. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST AND EROSION CONTROL, CLEANING STREET AND OTHER SWPP REGULATIONS. 16. ALL EXISTING ASPHALT TO REMAIN SHALL BE SAW CUT IN NEAT, STRAIGHT LINES BY THE CONTRACTOR PRIOR TO EXCAVATION
- 17. NO CHANGE IN DESIGN LOCATIONS OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE
- 18. CONTRACTOR SHALL NOT ALLOW ANY GROUND WATER, SURFACE WATER, ANIMALS, OR DEBRIS TO ENTER NEW PIPING DURING CONSTRUCTION.
- 19. CONTRACTOR SHALL TAKE NECESSARY MEASURES TO PROTECT ALL NEW FACILITIES DURING THE CONSTRUCTION PERIOD UNTIL THE DESIGN GRADE AND COVER HAVE BEEN REACHED AND WORK HAS BEEN ACCEPTED BY OWNER.
- 20. CONTRACTOR IS TO REMAIN WITHIN THE CONTRACT LIMITS. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS DURING CONSTRUCTION.
- 21. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF, OR DAMAGE TO, EXISTING AND NEW UTILITIES AND FACILITIES. INCLUDING WORK DONE WITHIN THE WARRANTY PERIOD.
- 22. ALL ONSITE PAVEMENT SECTIONS. GRADING. EXCAVATION. BACKFILLING. AND OTHER EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH PROJECT SPECIFICATIONS PREPARED FOR THIS PROJECT. STRUCTURAL FILL, BEDDING, IMPORTED BACKFILL GRANULAR SUBBASE, BASE COURSE AND ASPHALTIC CONCRETE MATERIALS SHALL MEET THE REQUIREMENTS OUTLINED IN THE PROJECT SPECIFICATIONS. ALL EARTHWORK AND PAVING IN CITY R.O.W. SHALL MEET CITY SPEC'S.
- 23. COORDINATE GAS INSTALLATION WITH THE GAS COMPANY. GAS COMPANY WILL ROUTE GAS TO THE METER LOCATION SHOWN ON THE PLANS. ACCOMMODATE GAS COMPANY CONTRACTOR ON SITE DURING GAS LINE INSTALLATION.
- 24. SEE SHEET CS2-00 TO CS2-02 FOR SURVEY CONTROL.
- 25. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS AND TRAFFIC PERMITS AND TRAFFIC CONTROL PLANS FOR ALL WORK IN CITY R.O.W. (EXISTING AND NEW ROADWAYS) PRIOR TO BEGINNING WORK.
- 26. CONTRACTOR SHALL COORDINATE CONSTRUCTION AND INSTALLATION OF ELECTRICAL, TELEPHONE, NATURAL GAS, AND SERVICES WITH THE UTILITY COMPANY. ASSOCIATED UTILITY COMPANY FEES WILL BE PAID AS OUTLINED IN CONTRACT GENERAL CONDITIONS. CONTRACTOR TO PROVIDE ELECTRICAL AND TELEPHONE LINE TRENCHING AND BACKFILL. COORDINATE LOCATIONS WITH ROCKY MOUNTAIN POWER AND CENTURY LINK. COORDINATE AND SCHEDULE WITH DOMINION ENERGY, CENTURY LINK, AND ROCKY MOUNTAIN POWER FOR CONNECTION OF THESE UTILITIES TO THE NEW BUILDING. GAS, TELEPHONE AND POWER ALL MUST BE EXTENDED TO THE SITE FROM THE NEW DEVELOPMENT IN THE AREA. COORDINATE WITH THESE UTILITIES FOR LOCATION OF THESE NEW EXTENSIONS.
- 27. THE USE OF MOTOR OILS AND OTHER PETROLEUM-BASED OR TOXIC LIQUIDS, FOR DUST SUPPRESSION, IS ABSOLUTELY
- 28. NO DRIVEWAY SHALL BE CONSTRUCTED TO CONVEY STORM RUNOFF TOWARDS ANY BUILDING.
- 29. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND
- 30. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.
- 31. CONTACT FOR UTILITY COORDINATION INCLUDE:
  - SEWER- TAYLORSVILLE-BENION IMPROVEMENT DISTRICT (801)-968-9081
  - WATER- TAYLORSVILLE-BENION IMPROVEMENT DISTRICT (801)-968-9081
  - STORM- TAYLORSVILLE CITY (801) 963-5400 GAS- DOMINION ENERGY (866) 366-4357
- POWER- ROCKY MOUNTAIN POWER (888) 221-7070
- 32. THERE IS NO LANDSCAPE DEMO PLAN OR REPAIR PLAN IN THIS PACKAGE. CONTRACTOR IS EXPECTED TO REMOVE AND REPLACE EXISTING LANDSCAPE AND SPRINKLER SYSTEM WITHIN THE PROJECT LIMIT LINE OF THE AFFECTED AREAS. COORDINATE WITH OWNER. A MINIMUM OF 4" TOPSOIL IS REQUIRED UNDER ALL NEW SOD. THE NEW SPRINKLER SYSTEM FOR THE AFFECTED AREAS TO MATCH THE EXISTING SYSTEM (SPRINKLER HEADS, VALVING, AND PIPE SIZE).
- 33. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING THAT MAY BE NEEDED TO COMPLETE THE JOB.
- 34. CONTRACTOR TO COORDINATE INSTALLATION OF ALL LANDSCAPE SLEEVES PRIOR TO FORMING CONCRETE SIDEWALKS, RETAINING WALLS, SEAT WALLS OR STAIR WALLS. SEE LANDSCAPE PLANS.

ABD	ABANDONED	LD	LAND DRAIN
AC	ASPHALTIC CONCRETE	LF	LINEAR FEET
AD	AREA DRAIN	LT	LEFT
ADA	AMERICAN DISABILITY ACT	MAX	MAXIMUM
AVE	AVENUE	MH	MANHOLE
BC	BEGINNING OF CURVE	MIN	MINIMUM
BL	BASELINE	N	NORTH
BLVD	BOULEVARD	NIC	NOT IN CONTRACT
ВМ	BENCHMARK	NTS	NOT TO SCALE
BOW	BOTTOM OF WALL	OC	ON CENTER
BVC	BEGINNING OF VERTICAL CURVE	ОН	OVERHEAD
C&G	CURB AND GUTTER	Р	POWER
CATV	CABLE TELEVISION	PC	POINT OF CURVATURE
СВ	CATCH BASIN	PCC	POINT OF COMPOUND CURVATUR
C-C	CENTER TO CENTER	PE	POLY ETHYLENE
CCTV	CLOSED CIRCUIT TELEVISION	PI	POINT OF INTERSECTION
CIB	CURB INLET BOX	PIV	POST INDICATOR VALVE
CL	CENTERLINE	PKWY	PARKWAY
CMP	CORRUGATED METAL PIPE	PL	PROPERTY LINE
СО	CLEAN OUT	PL	PLACE
COB	CLEAN OUT BOX	PP	POWER POLE
CONC	CONCRETE	PRC	POINT OF REVERSE CURVE
CP	CONTROL POINT	PROP	PROPOSED
СТ	COURT	PRV	PRESSURE RELIEF VALVE
CY	CUBIC YARD	PT	POINT OF TANGENCY
DET	DETAIL	PVC	POLY VINYL CHLORINE
DI	DUCTILE IRON	PVMT	PAVEMENT
DIA	DIAMETER	R, RAD	RADIUS
DWV	DRAINAGE WASTE VENT PIPE	RCP	REINFORCED CONCRETE PIPE
E	EAST	RD	ROAD
EC	END OF CURVE	REF	REFERENCE
EJ	EXPANSION JOINT	REQ'D	REQUIRED
EL	ELEVATION	RT	RIGHT
ELEC	ELECTRIC	S	SOUTH
EM	ELECTRIC METER	SCG	SHEDDING CURB AND GUTTER
ENT	ENTRANCE	SD	STORM DRAIN
EO	EDGE OF OIL	SF	SQUARE FEET, SILT FENCE
EP	EDGE OF PAVEMENT	SHT	SHEET
ESMT	EASEMENT	SIM	SIMILAR
EVC	END OF VERTICAL CURVE	SL	STREET LIGHT
EX	EXISTING	SS	SANITARY SEWER
FDC	FIRE DEPARTMENT CONNECTION	ST	STREET
FES	FLARED END SECTION	STA	STATION
FH .	FIRE HYDRANT	STD	STANDARD
r. FL	FLOW LINE	T	TELEPHONE
-	FIBER OPTIC	·	TOP BACK OF CURB
FS	FINISHED SURFACE	TEMP	TEMPORARY
FT	FOOT	TOC	TOP OF CONCRETE
	1 001	100	ISI OF CONTONLIE

TOW TOP OF WALL

VC VERTICAL CURVE

UNDERGROUND

WSE WATER SURFACE ELEVATION

TYP TYPICAL

VERT VERTICAL

WY WAY

YD YARD

X-ING CROSSING

WITH

W/

FW FIRE WATER

GRADE BREAK

GAS METER

HIGH POINT

INCH

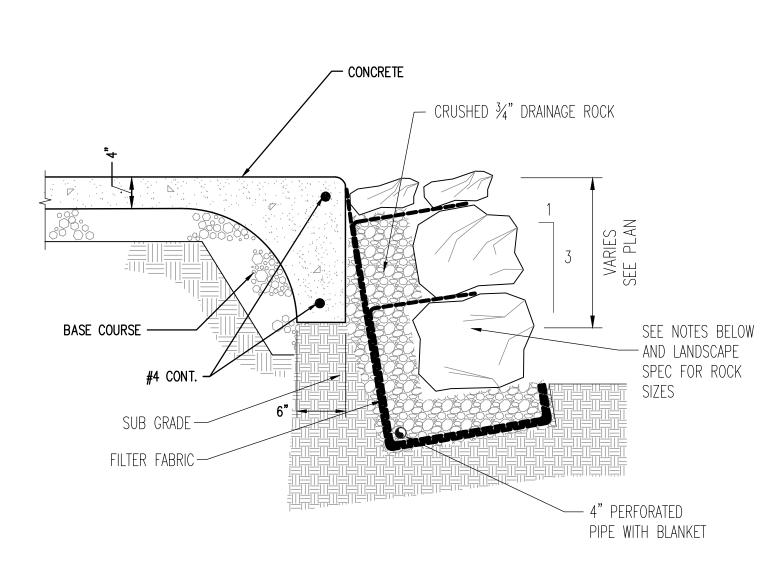
INV INVERT

HANDICAP / HORIZONTAL CURVE

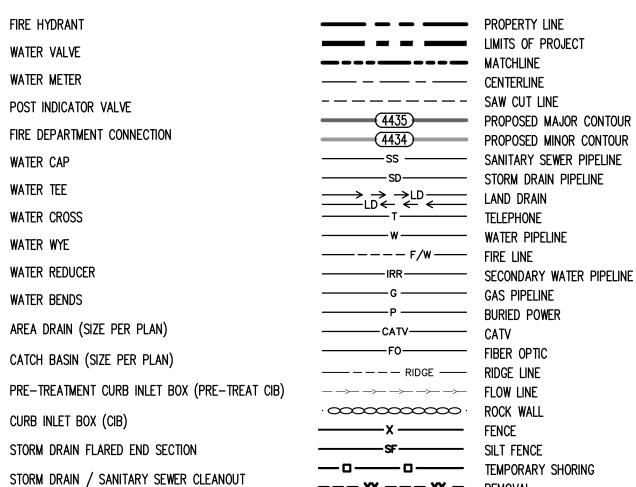
HPPP HIGH PERFORMANCE POLY PROPYLENE WV WATER VALVE

HOLDING CURB AND GUTTER

HDPE HIGH DENSITY POLY ETHYLENE



NOTES: 1. THE LOWER AND TOP ROCK SHOULD BE AT LEAST 5' AND 3.5' FOR 8' HIGH ROOKERIES RESPECTIVELY. 2. THE LOWER AND TOP ROCK SHOULD BE AT LEAST 4.1' AND 2.4' FOR 6' HIGH ROOKERIES RESPECTIVELY. 3. THE LOWER AND TOP ROCK SHOULD BE AT LEAST 3' AND 1.6' FOR A 4' HIGH ROOKERIES RESPECTIVELY.



--- xx --- xx - REMOVAL

ABANDON

SYMBOL LEGEND

FIRE HYDRANT

WATER VALVE

WATER METER

WATER CAP

WATER TEE

WATER WYE

V A I A I WATER BENDS

WATER CROSS

WATER REDUCER

• ■ ■ AREA DRAIN (SIZE PER PLAN)

CATCH BASIN (SIZE PER PLAN)

CURB INLET BOX (CIB)

ELECTRIC METER

GAS METER

O- LIGHT POLE

DOUBLE LIGHT POLE

\_\_\_\_\_ CURB WALL (6")

PAVEMENT MARKING

SIGN

POWER POLE

CLEANOUT BOX

DECORATIVE SITE LIGHTING

THREE CHAMBER PRE-TREATMENT BOX

STOP BAR

CURB & GUTTER (24")

SPOT ELEVATION

HANDICAPPED PARKING

STORM DRAIN FLARED END SECTION

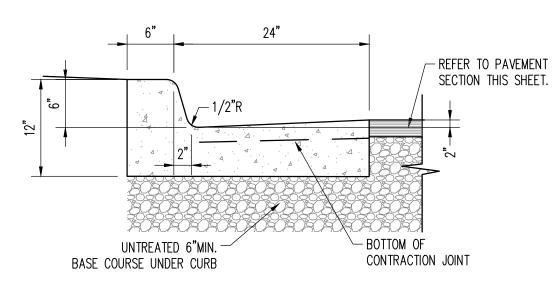
4'ø STORM DRAIN /SANITARY SEWER MANHOLE

5'ø STORM DRAIN /SANITARY SEWER MANHOLE

POST INDICATOR VALVE

FIRE DEPARTMENT CONNECTION



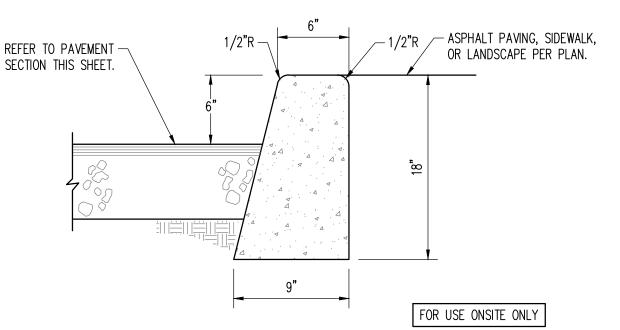


FOR USE ONSITE ONLY

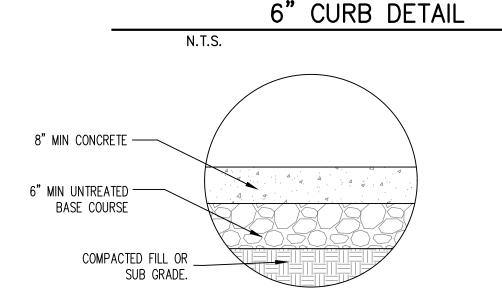
- CONCRETE SHALL BE MONOLITHIC 4000 PSI @ 28 DAYS (6% AIR ENTRAINED) PLACE EXPANSION—CONTRACTION JOINTS AT ALL BC AND EC POINTS. PLACE
- CONTROL JOINTS AT 10' INTERVALS.
- PLACE JOINT FILLER STRIPS BETWEEN WALK AND CURB TO DEPTH OF CONCRETE PLUS ONE INCH WITH TIP SET FLUSH WITH TOP BACK OF CURB.

30" CURB & GUTTER DETAIL N.T.S.





1. REMOVE NON-ENGINEERED FILL BELOW CURB AND 2' MINIMUM BEYOND THE EDGE OF CONCRETE AND REPLACE WITH STRUCTURAL FILL. REFER TO SPEC. SECTION 312000 FOR SUBGRADES PREPARATION OVEREXCAVATION REQUIREMENTS.

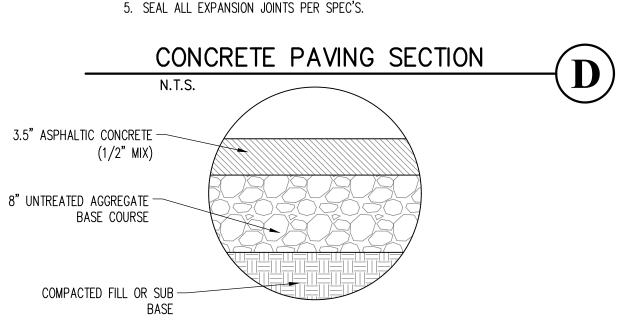


1. USE FOR ADA PARKING RAMP, DUMPSTER PADS AND OTHER CONCRETE PAVING WITH VEHICLE TRAFFIC. AS INDICATED BY HATCH ON CIVIL SITE LAYOUT PLAN. REINFORCING FOR DUMPSTER

PADS REFER TO ARCHITECTURAL SPECS 2. PROOF ROLL NATURAL SUBGRADE PER SPEC'S.

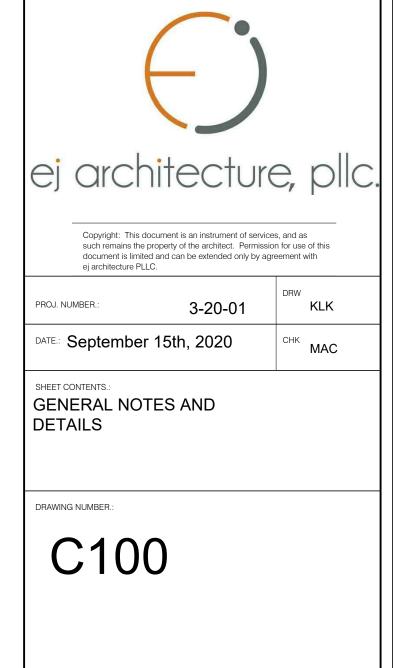
3. PAVEMENT CONSTRUCTION DURING WET PERIODS WILL REQUIRE 12" OF GRANULAR FILL MATERIAL PLACED DIRECTLY BELOW THE GRANULAR FILL SUBBASE LAYER. INSTALL GEOTEXTILE FABRIC (MIRAFI 600X OR EQUIVALENT) WHERE SUBGRADE COMPACTION IS NOT FEASIBLE. PROVIDE ADDITIONAL FILL & FABRIC IF NECESSARY FOR COMPLETION SCHEDULE AT NO ADDITIONAL COST TO OWNER.

4. SEALED CONTRACTION JOINTS TO BE  $1\frac{1}{2}$ " DEEP. JOINT PATTERN AS OUTLINED ON ARCHITECTURAL SITE PLANS. 15' MAXIMUM SPACING



- 1. USE FOR PARKING AREAS OR OTHER LIGHT VEHICLE TRAFFIC.
- 2. PROOF ROLL NATURAL SUBGRADE PER SPEC'S.
- 3. PAVEMENT CONSTRUCTION DURING WET PERIODS WILL REQUIRE 12" OF GRANULAR FILL MATERIAL PLACED DIRECTLY BELOW THE GRANULAR FILL SUBBASE LAYER. INSTALL GEOTEXTILE FABRIC (MIRAFI 600X OR EQUIVALENT) WHERE SUBGRADE COMPACTION IS NOT FEASIBLE. PROVIDE ADDITIONAL FILL & FABRIC IF NECESSARY FOR COMPLETION SCHEDULE AT NO ADDITIONAL COST TO OWNER.
- 4. STREET REPAIR IN CITY RIGHT OF WAY TO MEET CITY STANDARD ON CS1-03.

ASPHALT PAVING SECTION



**MERIDIAN** 

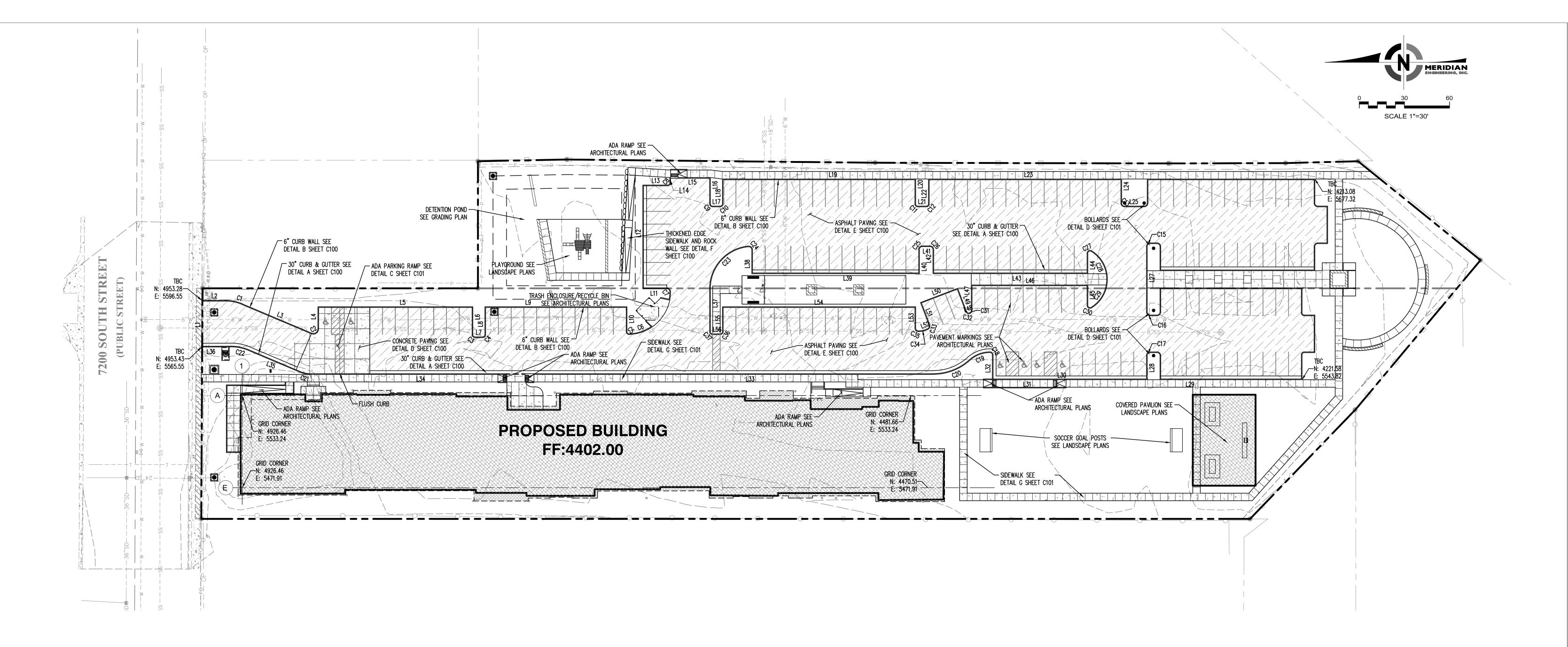
ENGINEERING, INC.

1628 WEST 11010 SOUTH, SUITE 102

SOUTH JORDAN, UTAH 84095

PHONE (801) 569-1315 FAX (801) 5691319

THICKENED EDGE SIDEWALK ROCK WALL DETAIL



TBC Line Table			
L#	L	Bearing	
L1	13.06	S88° 50' 12.67"E	
L2	15.35	NO* 06' 31.40"W	
L3	49.88	N22° 53′ 30.56″E	
L4	14.74	N90° 00' 00.00"W	
L5	103.00	N0° 00' 00.00"E	
L6	18.50	N90° 00' 00.00"E	
L7	5.00	N0° 00' 00.00"E	
L8	18.50	N90° 00' 00.00"W	
L9	94.50	N0° 00' 00.00"E	
L10	16.48	N90° 00' 00.00"E	
L11	16.00	S0° 00' 00.00"E	
L12	69.00	N90° 00' 00.00"W	
L13	16.50	N0° 00' 00.00"E	
L14	3.50	N90° 00' 00.00"W	
L15	21.50	N0° 00' 00.00"E	
L16	17.50	N90° 00' 00.00"E	
L17	5.00	N0° 00' 00.00"E	
L18	16.50	N90° 00' 00.00"W	
L19	128.50	N0° 00' 00.00"E	
L20	16.50	N90° 00' 00.00"E	

	IRC F	ine Table
L#	L	Bearing
L21	5.50	NO° 00' 00.00"E
L22	16.50	N90° 00' 00.00"W
L23	128.50	NO° 00' 00.00"E
L24	16.00	N90° 00' 00.00"W
L25	13.00	S0° 00' 00.00"E
L27	43.50	N90° 00' 00.00"W
L28	16.00	N90° 00' 00.00"W
L29	77.50	NO° 00' 00.00"E
L30	6.00	S0° 00' 00.00"E
L31	43.00	S0° 00' 00.00"E
L32	16.50	N90° 00' 00.00"W
L33	265.55	S0° 00' 00.00"E
L34	130.07	NO° 00' 00.00"E
L35	36.84	N22* 53' 30.56"E
L36	19.48	N0° 06' 31.40"W
L37	28.50	N90° 00' 00.00"W
L38	15.88	N90° 00' 00.00"E
L39	111.50	N0° 00' 00.00"E
L40	16.00	N90° 00' 00.00"E
L41	5.00	N0° 00' 00.00"E

	TBC L	ine Table
L#	L	Bearing
L42	16.00	N90° 00' 00.00"W
L43	103.00	N0° 00' 00.00"E
L44	13.52	N90° 00' 00.00"W
L45	13.52	N90° 00' 00.00"E
L46	77.50	N0° 00' 00.00"E
L47	17.05	N90° 00' 00.00"E
L48	0.23	S18* 07' 31.48"E
L49	16.60	N69° 00' 33.61"E
L50	26.50	S20° 59' 26.39"E
L51	16.00	N69° 00' 33.61"E
L53	14.00	N90° 00' 00.00"E
L54	128.50	S0° 00' 00.00"E
L55	16.50	N90° 00' 00.00"E
L56	5.00	S0° 00' 00.00"E

TBC Curve Table					
C#	L	R	Δ	Chord Bearing	Chord L
C1	12.04	30.00	023°00'02"	N11° 23' 30"E	11.96
C2	5.91	3.00	112*53'31"	N33° 33' 15"W	5.00
C3	2.36	1.50	090°00'00"	N45° 00' 00"E	2.12
C4	2.36	1.50	090°00'00"	N45° 00' 00"W	2.12
C5	2.41	1.50	092*09'23"	S43° 55' 19"W	2.16
C6	15.43	28.00	031°34'58"	S17° 56' 51"E	15.24
C8	2.36	1.50	090°00'00"	S45° 00' 00"E	2.12
C9	2.36	1.50	090*00'00"	S45° 00' 00"W	2.12
C10	2.36	1.50	09000000	S45° 00' 00"E	2.12
C11	2.36	1.50	090°00'00"	S45° 00' 00"W	2.12
C12	2.36	1.50	090°00'00"	S45° 00' 00"E	2.12
C13	3.14	2.00	090'00'00"	S45° 00' 00"W	2.83
C15	3.14	2.00	090°00'00"	N45° 00' 00"W	2.83
C16	3.14	2.00	090°00'00"	S45° 00' 00"W	2.83
C17	3.14	2.00	090°00'00"	N45° 00' 00"W	2.83
C18	2.36	1.50	090°00'00"	N45° 00' 00"E	2.12
C19	14.65	20.00	041°58'53"	N20° 59' 26"W	14.33
C20	26.74	36.50	041°58'53"	S20° 59' 26"E	26.15
C21	7.99	20.00	022*53'31"	S11° 26' 45"W	7.94
C22	12.04	30.00	023°00'02"	N11° 23′ 30″E	11.96

TBC Curve Table					
C#	L	R	Δ	Chord Bearing	Chord L
C23	41.29	28.00	084*28'56"	N47° 45′ 32″W	37.65
C24	3.33	2.00	095*31'04"	N42° 14' 28"E	2.96
C25	3.14	2.00	090°00'00"	N45° 00' 00"W	2.83
C26	3.14	2.00	090'00'00"	N45° 00' 00"E	2.83
C27	3.19	1.50	121°40'06"	N29° 09' 57"W	2.62
C28	21.89	21.50	05819'54"	N60° 50' 03"E	20.96
C29	21.89	21.50	05819'54"	S60° 50' 03"E	20.96
C30	3.19	1.50	121°40'06"	S29° 09' 57"W	2.62
C31	1.88	1.50	071*52'29"	S54° 03' 46"E	1.76
C32	2.28	1.50	087*08'05"	S25° 26′ 31″W	2.07
C33	3.14	2.00	090*00'00"	S65° 59' 26"E	2.83
C34	3.66	10.00	020*59'26"	S10° 29' 43"E	3.64
C35	3.14	2.00	090°00'00"	S45° 00' 00"W	2.83
C36	2.36	1.50	090°00'00"	S45° 00' 00"E	2.12
C37	2.36	1.50	090°00'00"	S45° 00' 00"W	2.12

# GENERAL SITE LAYOUT NOTES:

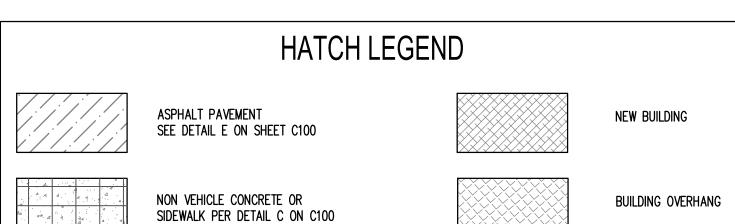
- 1. REFER TO ARCH SITE PLAN FOR DETAIL OF DUMPSTER ENCLOSURE.
- 2. REFER TO LANDSCAPE AND ELECTRICAL PLANS FOR TRANSFORMER LOCATIONS AND LIGHTING.
- 3. REFER TO LANDSCAPE PLANS FOR LAYOUT OF PLANTINGS.
- 4. VERIFY THE GRID DISTANCES SHOWN FOR BUILDING LOCATIONS WITH ARCH PLANS.
- 5. ALL PAVEMENT REPAIR TO MEET REQUIREMENT STANDARD DETAILS
- 6. TRANSITION CURB FROM STANDARD CURB HEIGHT TO CURB TERMINATION OVER 6' MINIMUM AT ALL LOCATIONS.
- 7. SIDEWALK THICKNESS TO BE 8" (MINIMUM) AT ALL DRIVEWAYS AND

VEHICLE CONCRETE OR SIDEWALK

PER DETAIL D ON C100

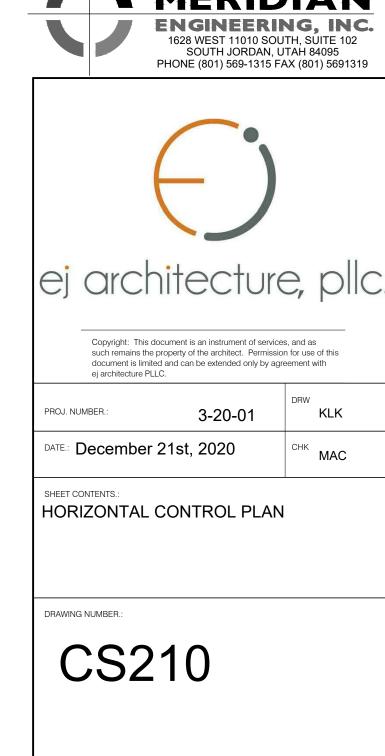
6" (MINIMUM) ELSEWHERE.

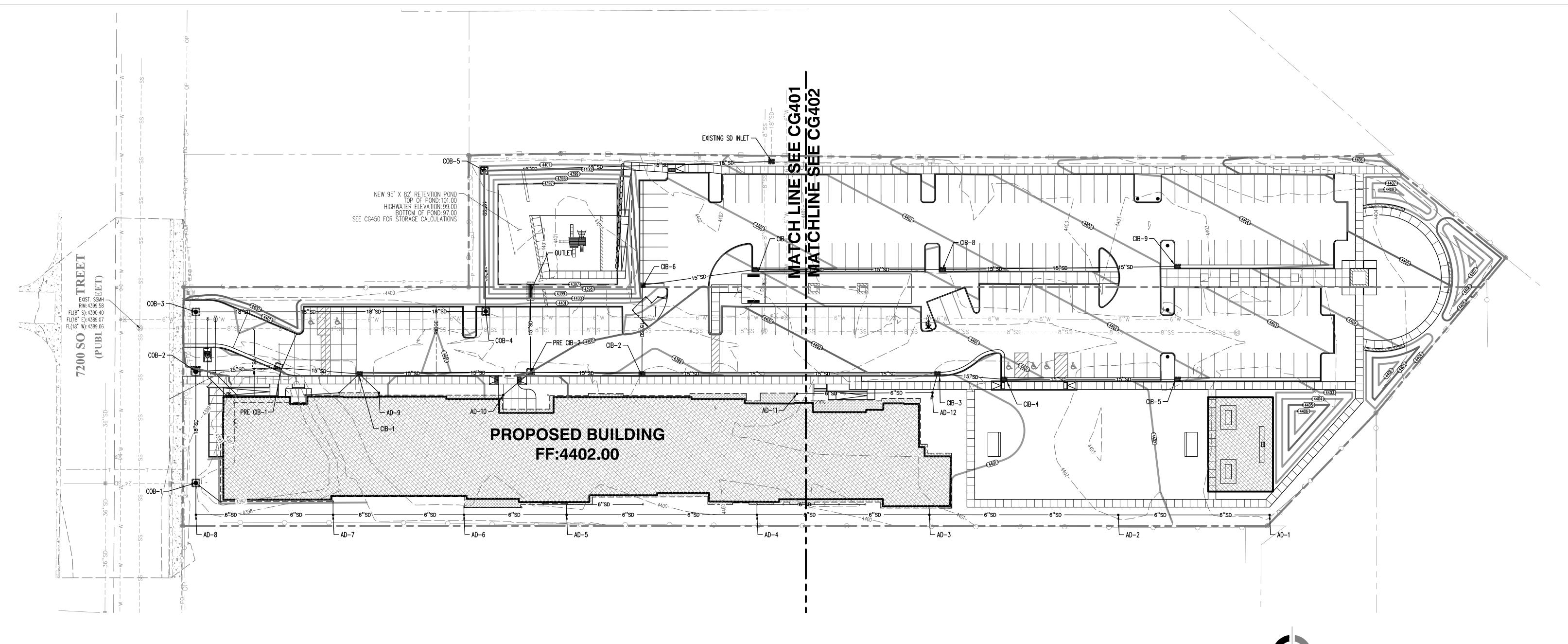
8. REPAIR/CONSTRUCT DRIVE APPROACHES PER CITY STANDARDS.











# GRADING PLAN NOTES:

- 1. REFER TO SHEET ARCHITECTURAL SITE PLAN DETAILS FOR RAISED PLANTERS, HANDICAP RAMPS, SIDEWALK DETAILS, FLUSH CURB, DIMENSIONS OF PLAYGROUND, PARKING LOT STRIPING AND SITE FENCING WITH MOW STRIP.
- 2. CONTOURS OF THE SITE ARE BASED ON A SUNSET GARDENS ALTA/NSPS LAND TITLE SURVEY BY ENSIGN ENGINEER.
- 3. ALL WORK IN 7200 SOUTH SHALL BE IN ACCORDANCE WITH APWA AND CITY OF MIDVALE STANDARD PLANS AND SPECIFICATIONS. NEW CURB AND GUTTER, PAVEMENT REPAIRS, AND THE NEW DRIVEWAYS SHALL COMPLY WITH THESE APWA AND CITY STANDARDS. TRAFFIC CONTROL FOR THE PROJECT SHALL ALSO BE APPROVED BY THE CITY WHERE THE SITE ACCESSES TO PUBLIC STREETS. COORDINATE WITH CITY FOR PAVEMENT CONSTRUCTION IN RIGHT OF WAY TO THE REQUIRED PAVEMENT THICKNESS FOR ALL STREET REPAIRS.
- 4. PROVIDE APPROVED SILT PROTECTION FOR ALL NEW AND EXISTING CATCH BASINS UNTIL LANDSCAPING IS WELL ESTABLISHED AND PARKING IS COMPLETE. THE PIPING SYSTEM SHALL BE CLEANED OUT BEFORE FINAL APPROVAL. USE MIRAFI "DANDY BAG" OR ANOTHER APPROVED EQUIVALENT FOR EXISTING INLET PROTECTION. REFER TO SHEET C500 AND C510.
- 5. DIMENSIONS OR COORDINATES ARE TO THE CENTER OF CATCH BASINS FOR AREA INLETS AND AT THE CENTER OF THE CATCH BASIN AT TBC FOR 22. GRADE UNIFORMLY BETWEEN SPOT ELEVATIONS AND CONTOURS UNLESS NOTED OTHERWISE. IF ANY QUESTIONS ARISE ABOUT THE PROPOSED INLETS IN CURB AND GUTTER.
- 6. HANDICAP PARKING AREA SHALL NOT EXCEED 2% IN ANY DIRECTION. THE PERPENDICULAR CROSS SLOPE TO PARKING STALL IN OTHER AREAS OF 23. MAINTAIN DRAINAGE FROM ALL EXISTING ROOF DRAINS DURING CONSTRUCTION OF ALL PHASES. PROVIDE TEMPORARY MEASURES OF NEW PIPING, THE PARKING LOT SHALL NOT EXCEED 4% IN SLOPE AND SLOPE SHALL NOT EXCEED 6% IN ANY DIRECTION FOR DRIVEWAYS.
- 7. ALL WALKWAYS SHALL NOT EXCEED 5% SLOPE. THE PERPENDICULAR CROSS SLOPE TO NOT EXCEED 2% MAX. SLOPE FOR WALKWAYS 2% MAX. FROM BUILDING OR STAIR RISERS FOR 5' MINIMUM. ALSO SLOPE 2% MAX FOR 5' AT THE END OF THE 1:12 SLOPE OF ALL H.C. RAMPS.
- 8. REFER TO ARCHITECTURAL SITE PLAN.
- 9. PIPING LENGTHS ARE APPROXIMATE LENGTHS AND ARE ROUNDED TO THE NEAREST FOOT. LENGTHS ARE FROM CENTER TO CENTER OF INLETS OR CLEANOUTS. PIPE SLOPES ARE ALSO APPROXIMATE. USE INVERTS AT EACH BOX FOR CONTROL OF PIPE INSTALLATION.
- ELEVATIONS. "BOT" IS FINISH SURFACE AT BOTTOM OF WALL ELEVATIONS. "FL" IS FLOW LINE.
- 11. TRANSITION FACE OF CURB TO BE FLUSH TO ADJACENT FINISHED SURFACE WHERE INDICATED BY "TBC/FS" TO FULL HEIGHT OVER 5' (MIN). 12. PLACE CONCRETE COLLAR AROUND ALL NEW CATCH BASINS OR CLEANOUTS (NOT IN CURB AND GUTTER). COLLAR TO BE 1' MINIMUM WIDTH AND
- SHALL BE 8" MINIMUM THICKNESS. PLACE 2 #4 BARS AROUND OPENING. SEE DETAIL ON SHEET C100. 13. ALL LANDSCAPE AREAS SHALL HAVE 4" MINIMUM OF TOPSOIL OR AS REQUIRED BY LANDSCAPE PLANS. LANDSCAPE AREAS TO BE GRADED TO
- DRAIN AND MOUND WHERE INDICATED ON LANDSCAPE PLANS. 14. REFER TO SHEET C100 AND C210 FOR REQUIRED PAVEMENT SECTIONS.
- 15. ALL STORM WATER TO BE DETAINED ONSITE FOR THE 100-YEAR STORM EVENT. OFF-SITE RUNOFF WILL BE CONVEYED THROUGH THE STORM DRAIN WITHOUT RESTRICTION.
- 16. IF MORE THAN 3 FEET OF GRADING FILL WILL BE PLACED ABOVE THE EXISTING SURFACE TO RAISE SITE GRADES. THE OWNERS GEOTECHNICAL ENGINEER SHOULD BE NOTIFIED SO THAT THEY MAY ASSESS POTENTIAL SETTLEMENT AND MAKE ADDITIONAL RECOMMENDATIONS IF NEEDED.
- 17. DO NOT DRIVE HEAVY EQUIPMENT OR TRUCKS OVER EXCAVATED SUBGRADE. SOFT AREAS CAUSED BY ROUTING HEAVY EQUIPMENT OR TRUCKS OVER SUBGRADE WILL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. REPAIRS TO BE COMPLETED AS OUTLINED IN THE SPEC SECTION WITH UP TO 2' OF IMPORTED STRUCTURAL GRANULAR FILL TO STABILIZE SOFT AREAS CAUSED BY ROUTING HEAVY EQUIPMENT OR TRUCKS OVER EXCAVATED SUBGRADE.
- 18. SITE SOILS MAY NOT SUPPORT CONSTRUCTION TRAFFIC DURING WET PERIODS OF THE YEAR. CONTRACTOR WILL BE RESPONSIBLE TO PLACE GRANULAR FILL AND/OR COBBLE MATERIALS AS NECESSARY TO MAINTAIN ACCESS TO THE SITE OR BUILDING THROUGHOUT THE CONSTRUCTION SITE AT ALL TIMES. EXCESS MATERIAL SHALL BE REMOVED AS REQUIRED TO COMPLETE THE SITE TO THE GRADES SHOWN ON GRADING PLANS. ALSO REFER TO GEOTECHNICAL INVESTIGATION SHEETS FOR SITE SOIL PREPARATION REQUIREMENTS.

- 19. PROVIDE TEMPORARY STORM DRAIN PUMPING, PONDING, BERMING, PIPING AND INLETS OR OTHER MEASURES TO RETAIN CONSTRUCTION STORM DRAIN RUNOFF ON SITE DURING CONSTRUCTION UNTIL THE NEW SYSTEM IS OPERATIONAL. ALL CONSTRUCTION SITE RUNOFF TO HAVE HEAVY SEDIMENT REMOVED PRIOR TO RELEASING TO EXISTING SITE DRAIN SYSTEM. PROTECT ADJACENT BUILDING FROM CONSTRUCTION RUNOFF AT ALL
- 20. THERE SHOULD BE NO STANDING WATER ONSITE. ALL STORM WATER SHALL DRAIN TO AN INLET OR AREA DRAIN. CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD IF ANY LOW SPOTS THAT DO NOT DRAIN ARE ENCOUNTERED. A WATER TEST WILL BE PERFORMED BY THE CONTRACTOR WITH THE ENGINEER OF RECORD IN ATTENDANCE OR A SURVEY OF THE NEW IMPROVEMENTS PROVIDED TO THE ENGINEER AT COMPLETION OF THE PROJECT TO VERIFY THAT ALL STORM DRAIN WATER DRAINS AS DESIGNED.
- 21. ALL 'MATCH' LOCATIONS INDICATE THAT THE CONTRACTOR IS TO MATCH THE EXISTING GRADE. AN APPROXIMATE ESTIMATE IS PROVIDED BY THE ENGINEER BASED ON AN INTERPOLATION OF NEAREST SPOT ELEVATIONS PROVIDED BY THE SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THESE ELEVATIONS. IF THE ELEVATION PROVIDED BY THE ENGINEER VARIES GREATLY FROM THE ACTUAL ELEVATION FOUND BY THE CONTRACTOR THE CONTRACTOR IS TO NOTIFY THE ENGINEER SO THAT THE ENGINEER CAN PROVIDE FURTHER DIRECTION.
- GRADING SHOWN ON PLANS CONTACT THE ENGINEER OF RECORD BEFORE FIELD GRADING.
- PUMPING, OR OTHER METHODS TO MAINTAIN DRAINAGE FROM ALL EXISTING ROOF DRAIN WHILE NEW PIPING SYSTEMS OUTFALLS ARE COMPLETED.
- 24. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL STUDY REFERENCED IN PLAN SET. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED SOILS ENGINEER, REGISTERED WITHIN THE STATE WHERE THE WORK IS BEING PERFORMED, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOIL REPORT.
- 25. ADS INJECTION MOLDED 45° REDUCER WYE (OR APP EQUIVALENT) FLOWABLE FILL TO BE PLACED AROUND EACH WYE CONNECTION. TYP.
- 10. "TBC" IS TOP BACK OF CURB ELEVATIONS. "FS" IS FINISH SURFACE ELEVATIONS. "TOC" IS TOP OF CONCRETE ELEVATIONS. "TOW" IS TOP OF WALL 26. NO STORM WATER TO ENTER THE RETENTION BASIN UNTIL THE PIPING SYSTEM AND PRE-TREATMENT INLET HAS BEEN INSTALLED. CONTRACTOR TO CLEAN ENTIRE SYSTEM BEFORE IT IS ATTACHED TO THE RETENTION BASIN.
  - 27. NOTIFY ENGINEER OF RECORD IF THERE ARE ANY CONFLICTS WITH UTILITY LINES OR IF ASSUMED INVERTS VARY, FOR FURTHER COORDINATION. SEWER AND WATERLINES TO HAVE 18" SEPARATION WITH WATER OVER SEWER. ALL OTHER UTILITIES TO HAVE 12" SEPARATION MIN. IF 12" SEPARATION CANNOT BE ACHIEVED UTILITIES TO HAVE FLOWABLE FILL BETWEEN THE UTILITY LINES 5' EACH WAY.
  - 28. CONTRACTOR IS RESPONSIBLE TO INFORM THE ENGINEER OF RECORD IF THE GRADES SHOWN ON THE SURVEY DO NOT MEET THE ACTUAL GRADES in the field.
  - 29. ALL STRUCTURE LIDS WITHIN THE PROJECT LIMITS WILL NEED TO HAVE THEIR GRADE ADJUSTED. WATER VALVES, SEWER MANHOLES, STORM DRAIN INLETS OR CLEANOUT BOXES, AND OTHER SURFACE UTILITY ACCESSORIES SHALL BE RAISED AND SLOPED TO ACCURATE FINISH SURFACE BY A CONCRETE GRADE COLLAR IN PAVEMENT. COLLAR SHALL BE 12" WIDE AROUND THE UTILITY APPARATUSES AND 8" MINIMUM THICKNESS. PLACE 2 #4 REBAR HOOPS IN COLLAR. CONCRETE COLLARS TO BE USED ONLY IN ASPHALT/CONCRETE/AND GRASS PAVER AREAS.
  - 30. RESTORE SOD AND SPRINKLER SYSTEM AROUND NEW IMPROVEMENTS IN LANDSCAPE. SPRINKLER SYSTEM MUST BE MAINTAINED AND REMAIN IN SERVICE FOR REMAINDER OF GRASS AREA DURING CONSTRUCTION.
  - 31. REFER TO ARCHITECTURAL AND LANDSCAPE PLANS FOR ALL INFORMATION ABOUT EXISTING AND PROPOSED TREES.
  - 32. REMOVE AND REPLACE ANY DAMAGED CURB, GUTTER, OR SIDEWALK ALONG FRONTAGE BEFORE FINAL INSPECTION.
  - 33. ALL GUTTERS TO SLOPE 0.5% MINIMUM TOWARDS CURB INLET BOX. CONTRACTOR TO NOTIFY ENGINEER OF RECORD IF THE PROPOSED GRADE DOES NOT MEET 0.5% SLOPE IN GUTTER.



SCALE 1"=30'

Pre-CIB 1 Orifice Calculation

Qp =

High Water Elev = 4399.00 ft

Connection Elevation = 4396.16 ft

Drainage Area:

Discharge Rate

3.93 Acre

0.79 cfs

H = 2.84 ft

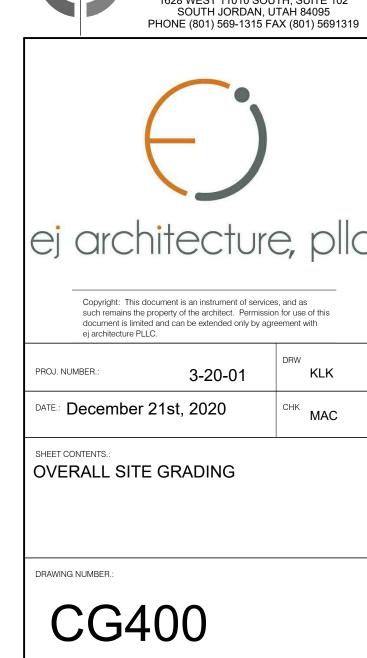
 $D = 4 \frac{1}{4} \ln$ 

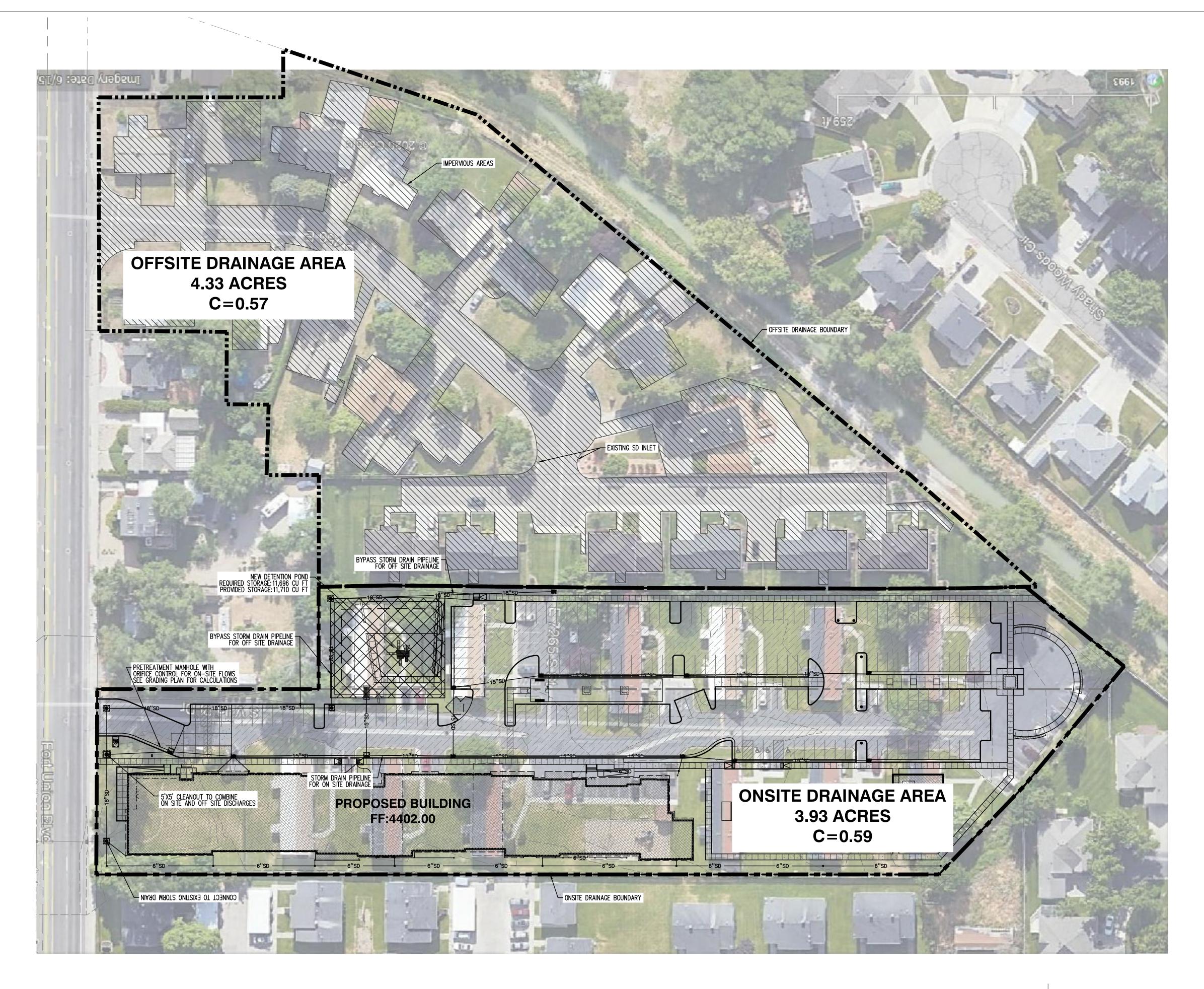
A = 0.0968 Sq Ft

0.2 cfs/acre

13.9 Sq In











SCALE 1"=40'

## NOTES:

- 1. PROJECT LOCATED IN FEMA FLOOD PLAIN ZONE X AREA OF MINIMAL FLOOD HAZARD, PER
- FEMA MAP 49035C0432G DATED 9/25/2009.
- 2. PRECIPITATION DATA PER POINT PRECIPITATION FREQUENCY ESTIMATED FROM NOAA ATLASS 14, VOLUME 1, VERSION 5, FOR THE PROJECT LOCATION.
- SEDIMENT WILL NOT BE ALLOWED INTO RETENTION BASIN DURING CONSTRUCTION AND DURING LANDSCAPE STABILIZATION OF SOILS. CONTRACTOR WILL BE REQUIRED TO CLEAN OR REPLACE RETENTION BASINS THAT ARE NOT MAINTAINED FREE OF SEDIMENT DURING CONSTRUCTION AND DURING ESTABLISHMENT OF ALL LANDSCAPED AREAS.
- 4. APPROXIMATED A 100 YEAR STORM EVENT IS TO BE RETAINED IN NEW POND AREA.

# Project Location: Sunset Gardens Location: Off site Peak Discharge

Allowable Release Rate Total Area

Storm Drain Release Rate

4.33 Ac. 0.20 cfs/acre

188,748 Sq Ft 0.87 cfs

Runoff Coefficients 99,871 SF 88,877 SF C = 0.20C = 0.850 SF 0 SF C = 0.20

TOTAL AREA 188,748 SF Weighted C= 0.57

No survey available for the off site area. A Tc of 15 minutes is assumed for the off site drainage

Q100=CiA

Paved Area:

Roof Area:

Landscape Area:

10 Year 15 Minute intensity 2.1 in/hr
10 Year peak Discharge 5.2 cfs 100 Year 15 Minute intensity 4.18 in/hr 10 Year peak Discharge 10.4 cfs

**Project Location: Sunset Gardens** Location: Onsite Drainage Calculations

Total A .93 Ac. 0.20 cfs/acre Storm Drain Release Rate 0.79 cfs

171,119 Sq Ft

	011 0 013	
	_	Runoff Coefficients
Paved Area:	64,812 SF	C= 0.90
Landscape Area:	73,959 SF	C= 0.20
Roof Area:	32,348 SF	C= 0.85
Other	0 SF	C= 0.20

Other		0 SF	F	C=	C= 0.20		
	TOTAL AREA	171,119 SF	F	Weighted C=	0.59		
					Storm Drain		
	Lapsed Time	Accum. Rainfall	"CA"	Total Runoff Vol.	Discharge	Req'd Storage	
	Minutes	Inches (100 yr)	Acre	CF	CF	CF	
	5	0.554	2.31	4,607	236	4,371	
	10	0.843	2.31	7,010	471	6,539	
	15	1.050	2.31	8,731	707	8,024	
	30	1.41	2.31	11,725	1,414	10,311	
	60	1.74	2.31	14,469	2,828	11,641	
	120	1.88	2.31	15,633	5,657	9,976	
	180	1.91	2.31	15,883	8,485	7,397	
	360	2.07	2.31	17,213	16,970	243	
	720	2.46	2.24	20,456	22 044	0	

2.31

INEGUINED DETENTION OTONAGE. 11,041 Ou	REQUIRED DETENTION STORAGE:	11,641 Cu.
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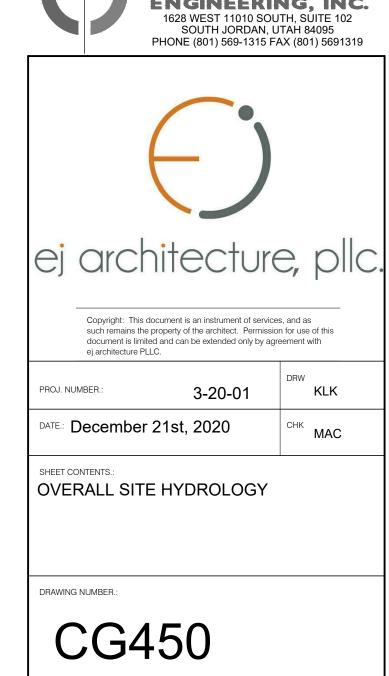
	Elevation	Area	Vo
	Ft	Sq Ft	С
Top of Pond	4400	Require	d Freebo
High Water	4399	6,790	6,
	4398	5,837	5,
Bottom of Pond	4397	4,955	

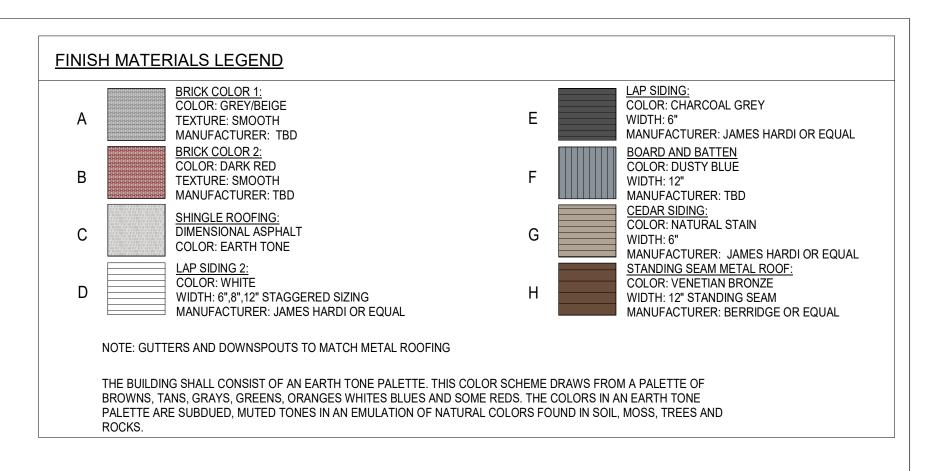
**Total Storage** 11,710 Cu Ft

PROVIDED DETENTION STORAGE: 11,710 Cu. Ft

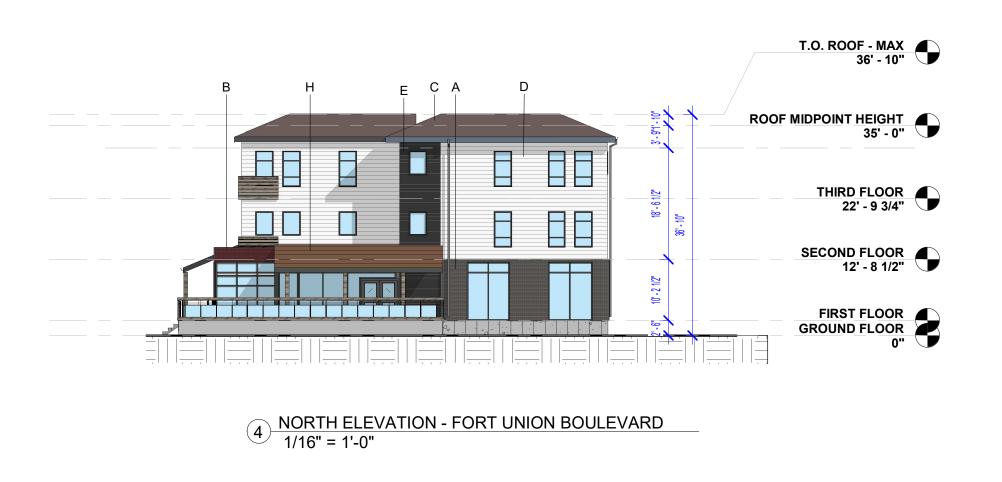


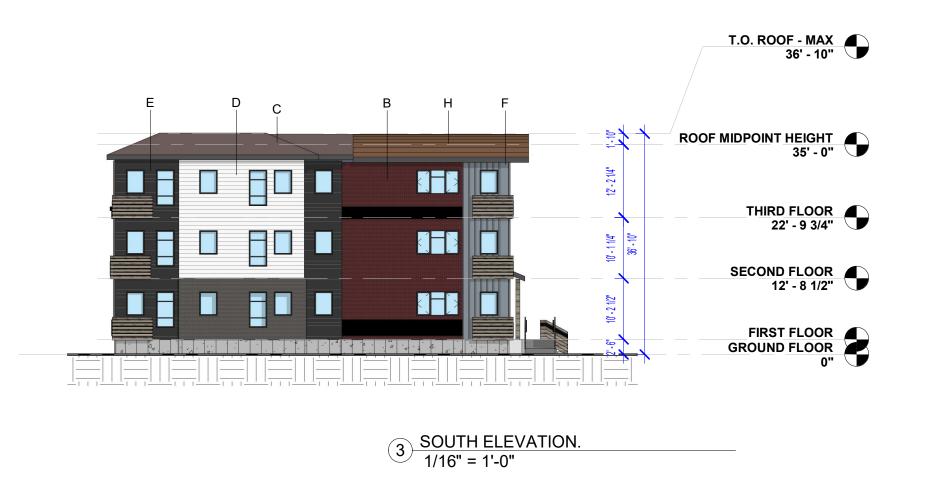
67,882

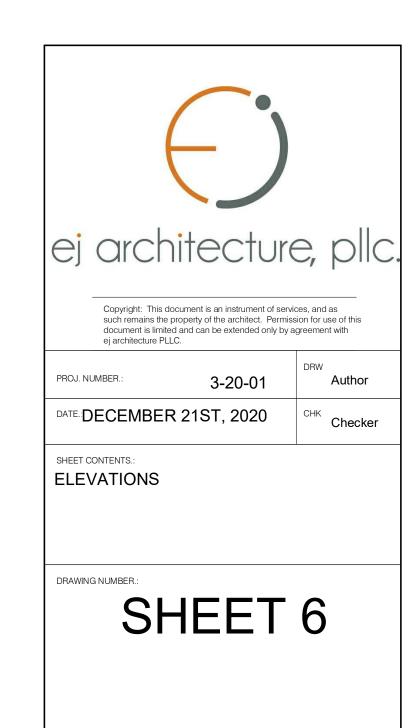












HOUSING CONNECT

FORT UNION BLVD

VICINITY MAP

# **SUNSET GARDENS** LANDSCAPE ARCHITECTURE

MIDVALE, UTAH

100% CONSTRUCTION DOCUMENTS



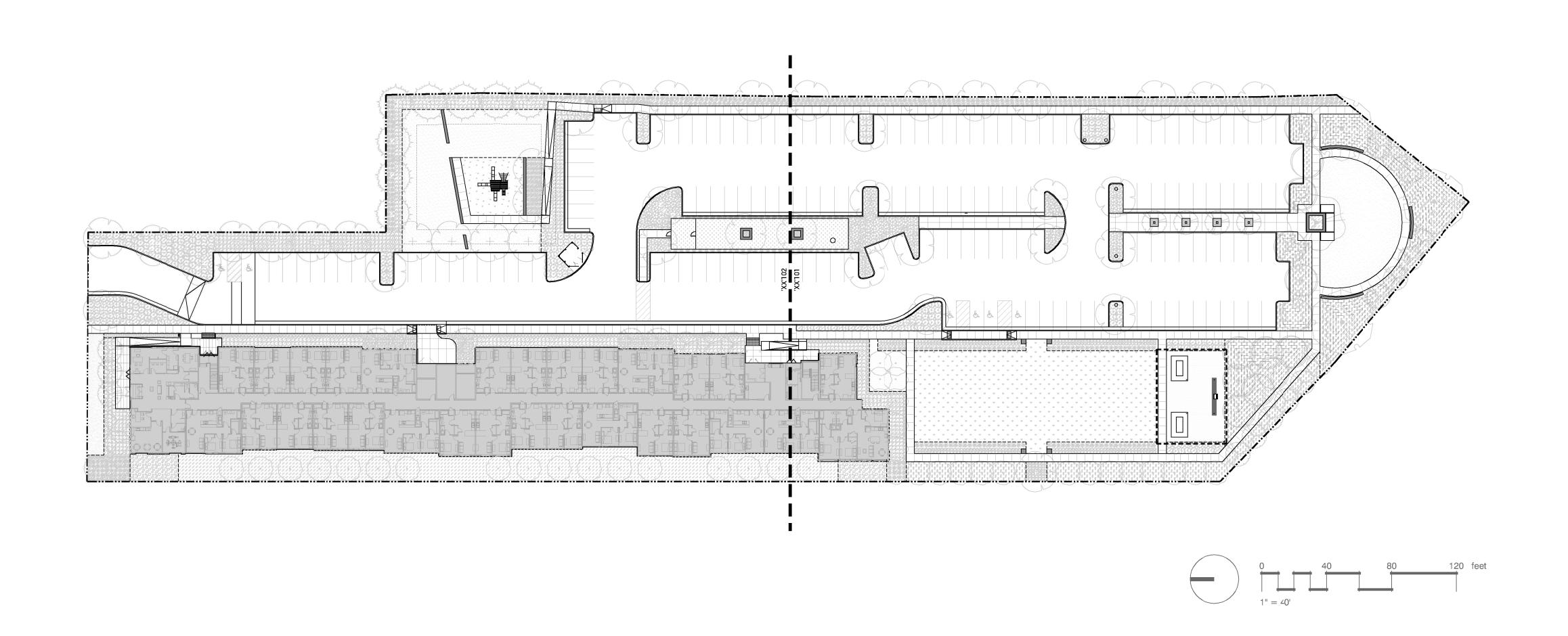
COVER SHEET

SHEET #:	SHEET DESCRIPTION
LANDSCAPE DRAWINGS:	

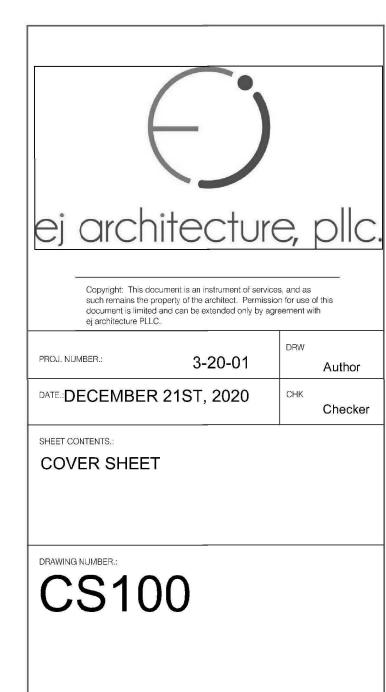
LC100	COVER SHEET
SITE LAYOUT	CEDIEC
LS101	SITE LAYOUT PLAN
LS102	SITE LAYOUT PLAN
LS501	SITE LAYOUT DETAILS
LS502	SITE LAYOUT DETAILS
LS503	SITE LAYOUT DETAILS
LS504	SITE LAYOUT DETAILS
LS505	SITE LAYOUT DETAILS
LS506	SITE LAYOUT DETAILS
IRRIGATION S	SERIES
LI101	IRRIGATION PLAN
LI102	IRRIGATION PLAN
LI501	IRRIGATION DETAILS
LI502	IRRIGATION DETAILS

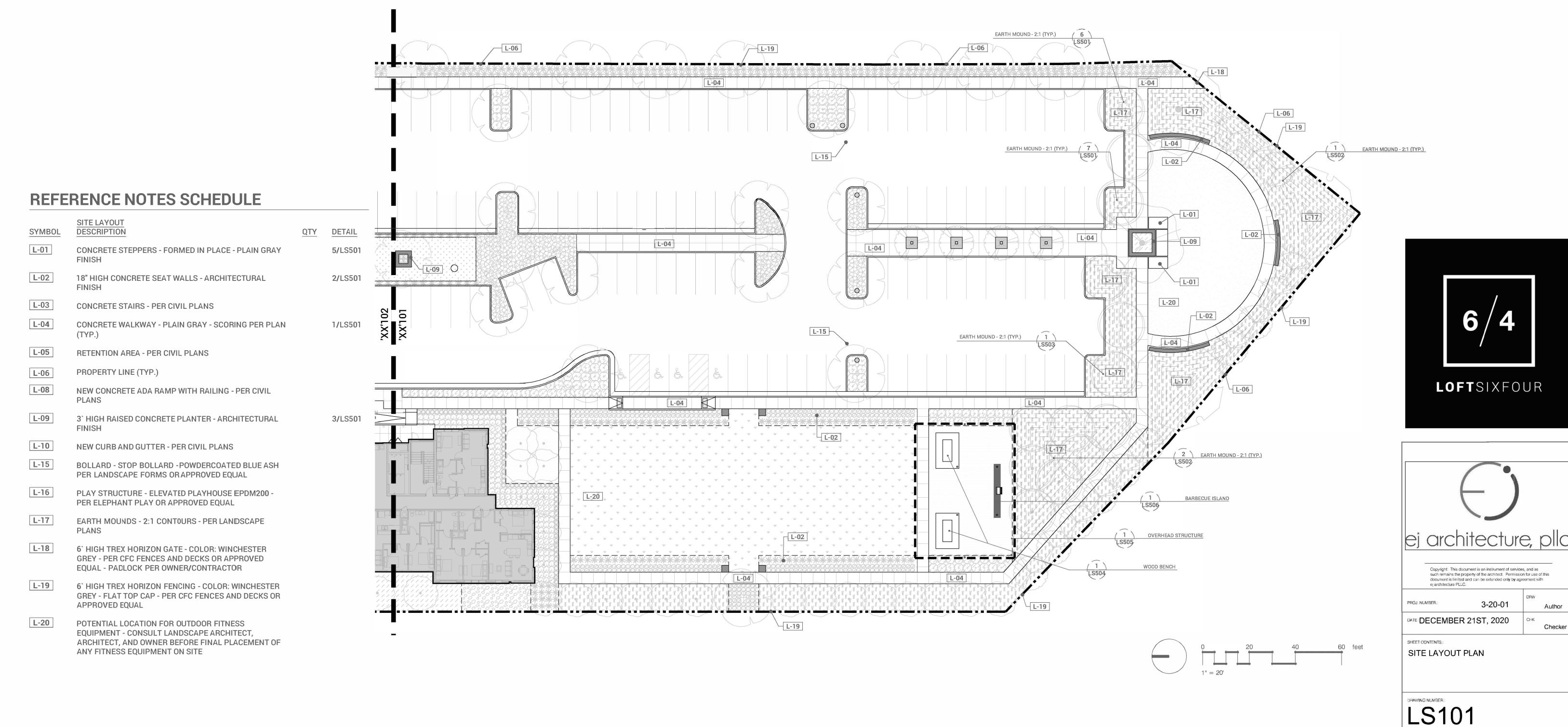
LIDUZ	IRRIGATION DETAILS
PLANTIN	IG PLAN SERIES
LP101	PLANTING PLAN
LP102	PLANTING PLAN
LP501	PLANTING DETAILS
LP502	PLANTING DETAILS

LP502	F	PLANTING DETAILS
LIGHTIN	IG PLAN SERIES	
LL101	L	IGHTING PLAN
LL102	L	IGHTING PLAN
FURNIS	HINGS PLAN SERIES	
LF101	F	FURNISHINGS PLAN
LF102	F	FURNISHINGS PLAN

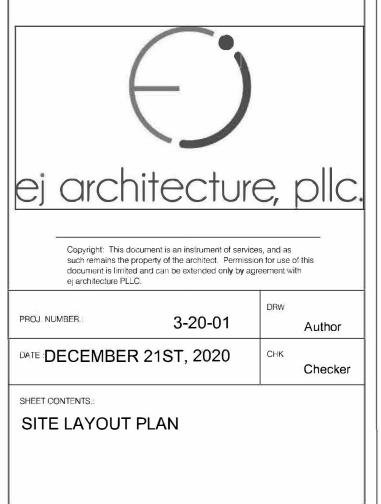


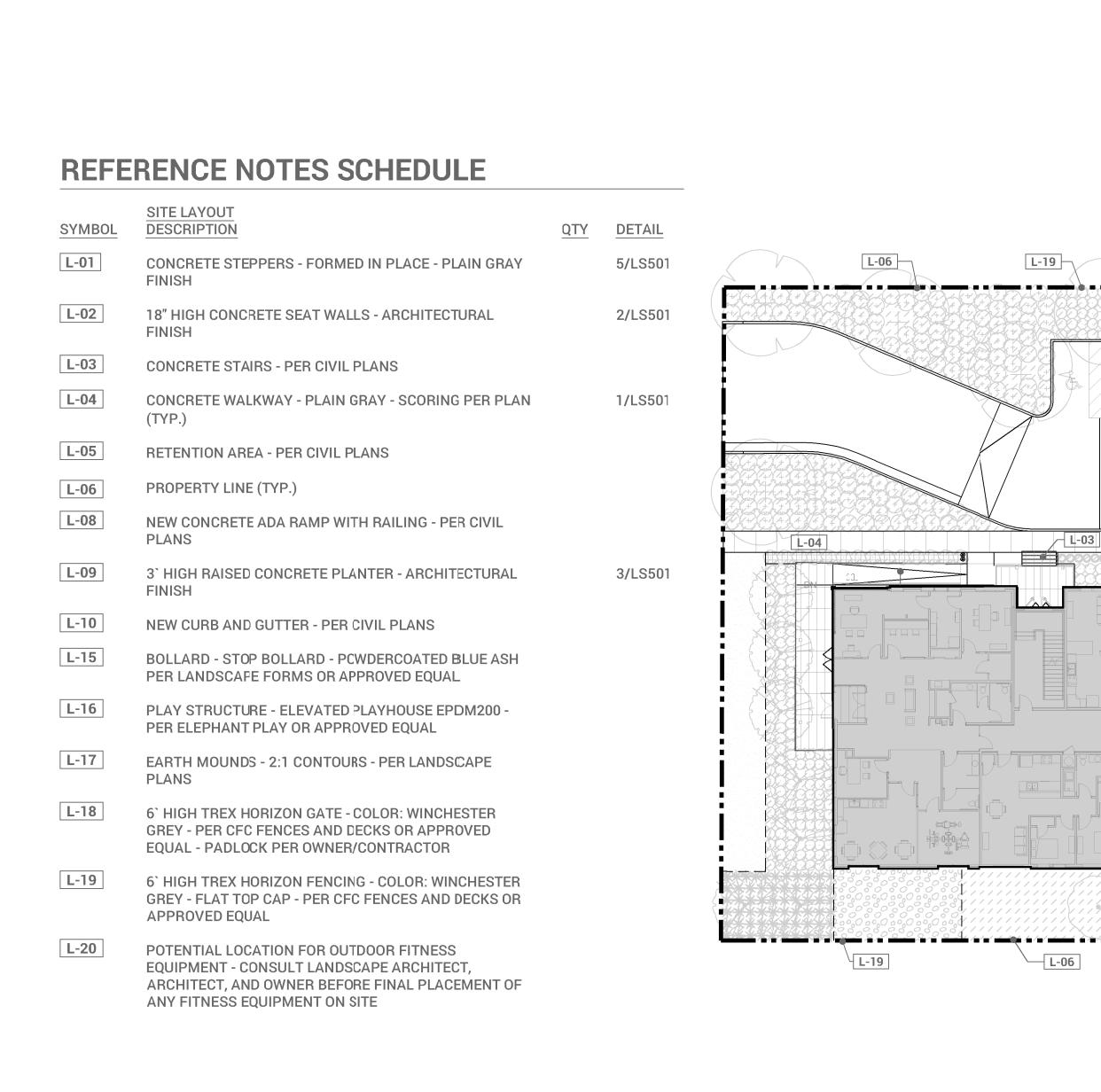


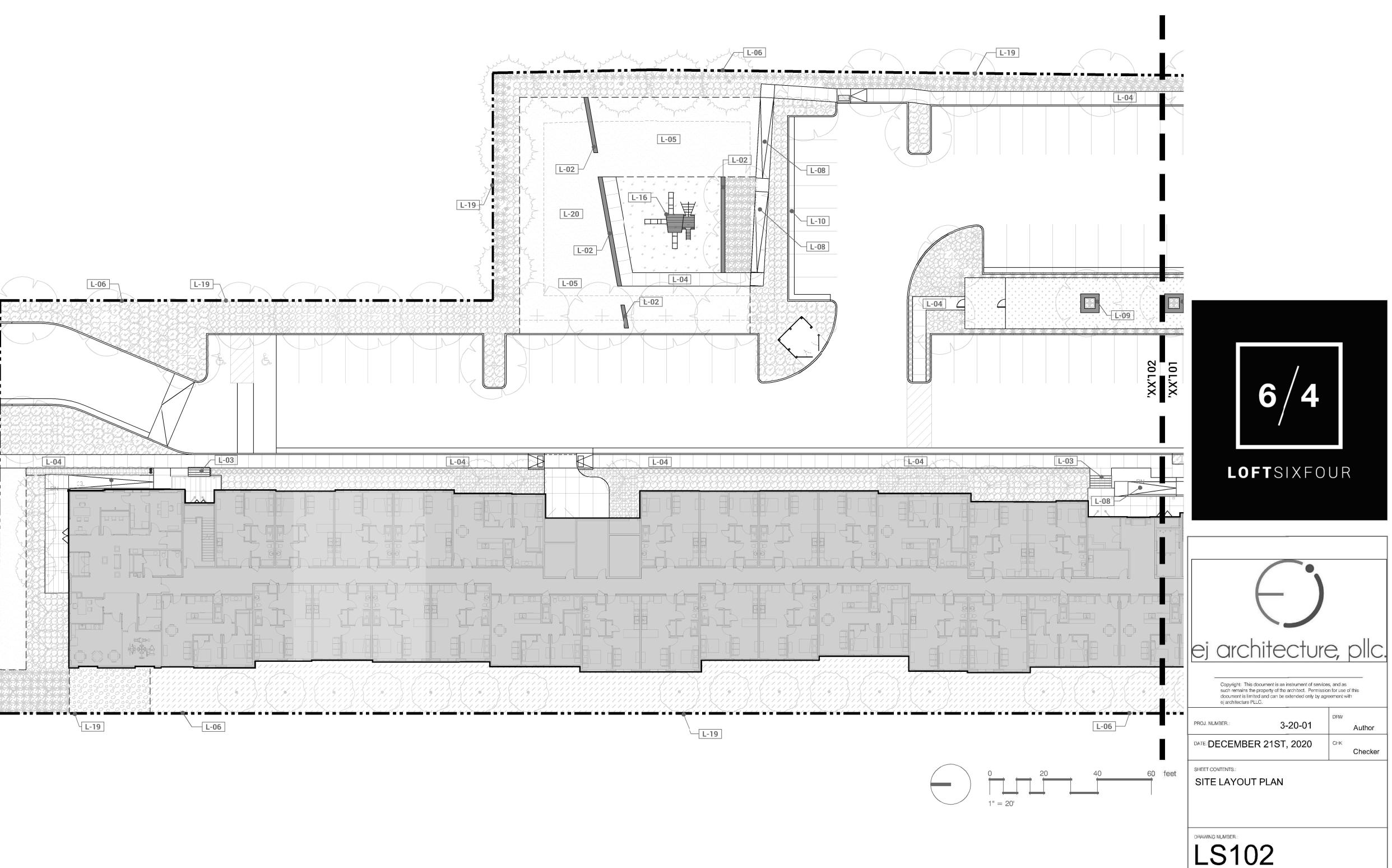


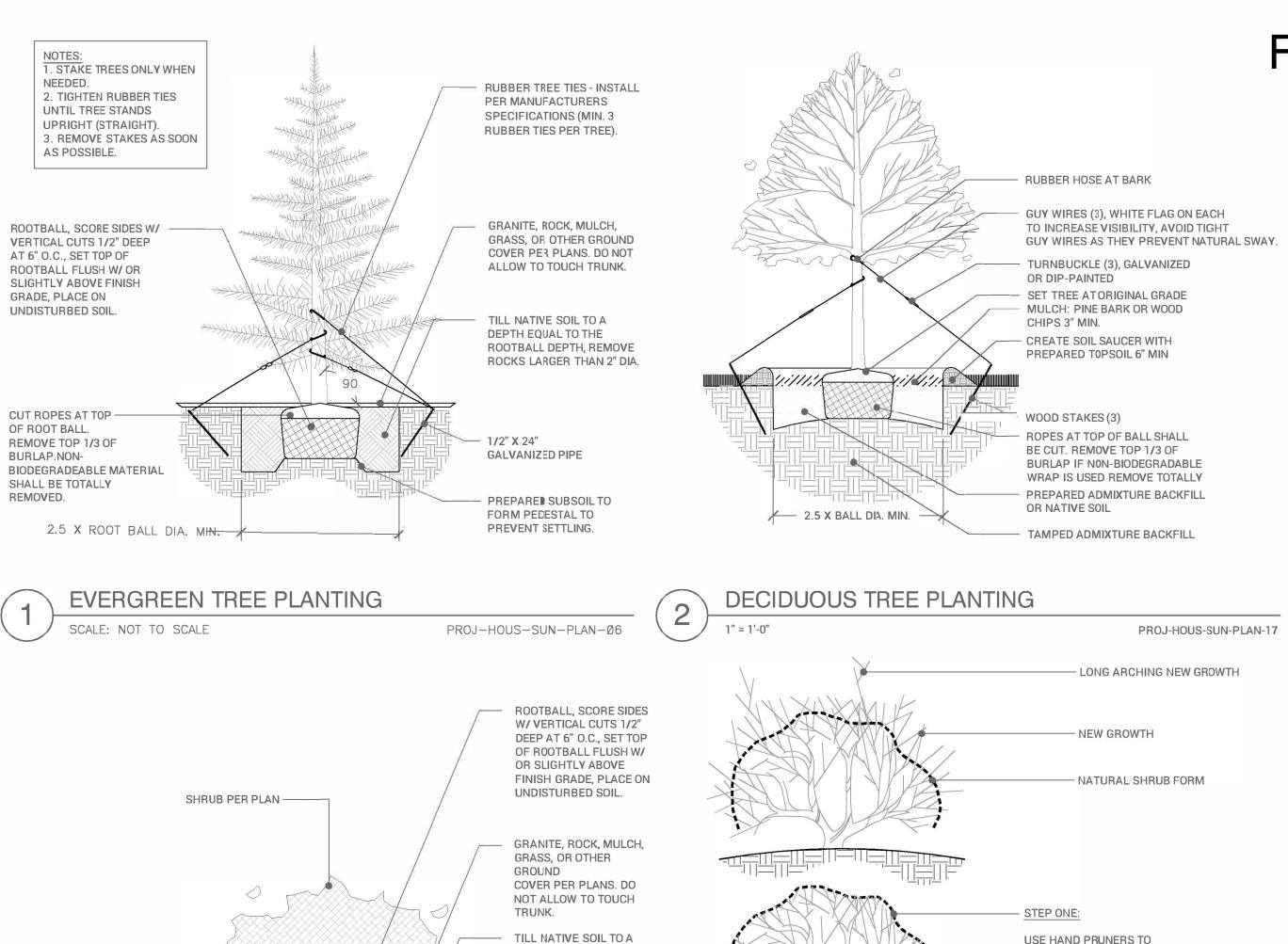












DEPTH EQUAL TO THE

REMOVE ROCKS LARGER

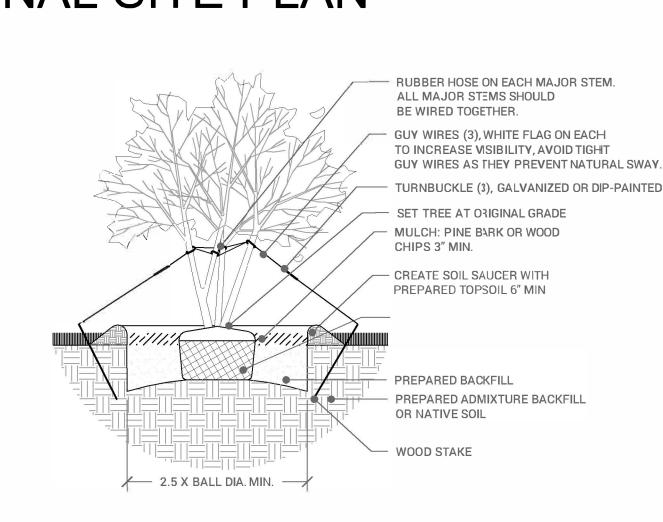
PREPARED SUBSOIL TO

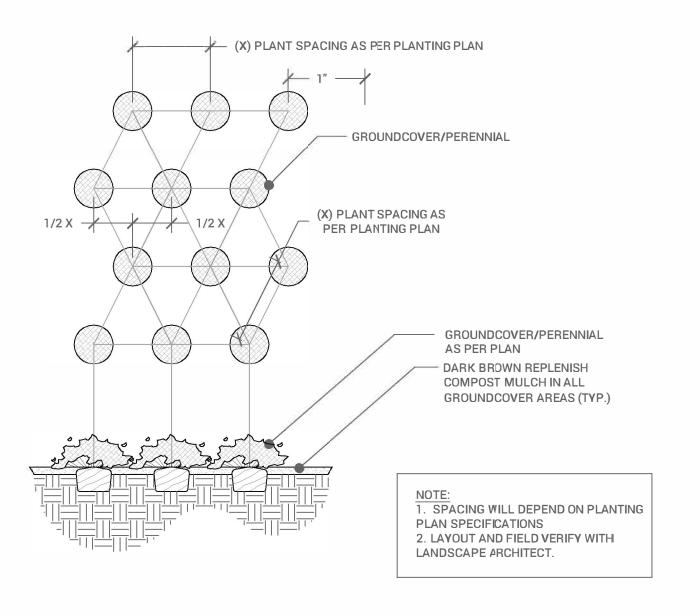
FORM PEDESTAL TO

PREVENT SETTLING.

ROOTBALL DEPTH,

THAN 2" DIA.





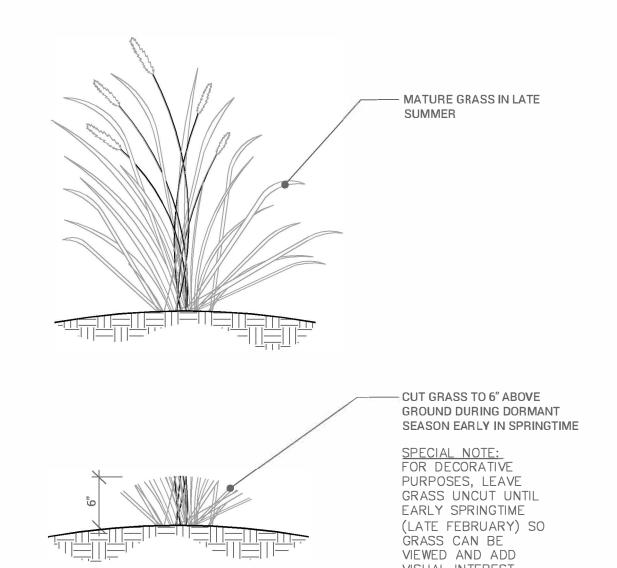
PROJ-HOUS-SUN-PLAN-12



OR SLIGHTLY ABOVE

UNDISTURBED SOIL.

FINISH GRADE, PLACE ON



GRANITE, ROCK, MULCH, GRASS, OR OTHER COVER PER PLANS. DO NOT ALLOW TO TOUCH TRUNK. TILL NATIVE SOIL TO A DEPTH EQUAL TO THE ROOTBALL DEPTH, REMOVE ROCKS LARGER THAN 2" DIA. TYPICAL ROOTBALL OUT -OF BUCKET PREPARED SUBSOIL TO FORM PEDESTAL TO PREVENT SETTLING. 2.5 X ROOT BALL DIA. MIN. VISUAL INTEREST THROUGHOUT WINTER

SHRUB PLANTING AND PRUNING DETAIL

PROJ-HOUS-SUN-PLAN-10

CUT BACK BRANCHES AND

STEMS, CREATING A

**CUT EVERY OTHER** 

LENGTH OF CUTS

**BRANCH BACK TO THE** 

FIRST LARGE 'V'. VARY

RANDOMLY FROM 6" TO 9"

LONG. REMOVE ALL DEAD

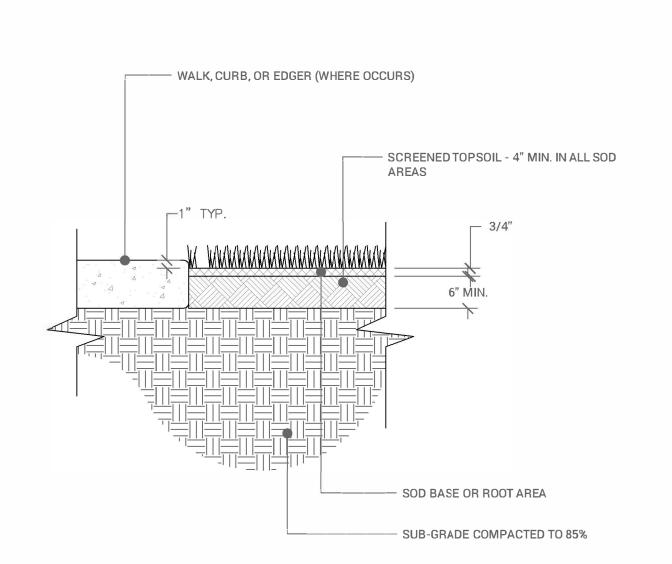
AND BROKEN BRANCHES

ROUGH GLOBE SHAPE.

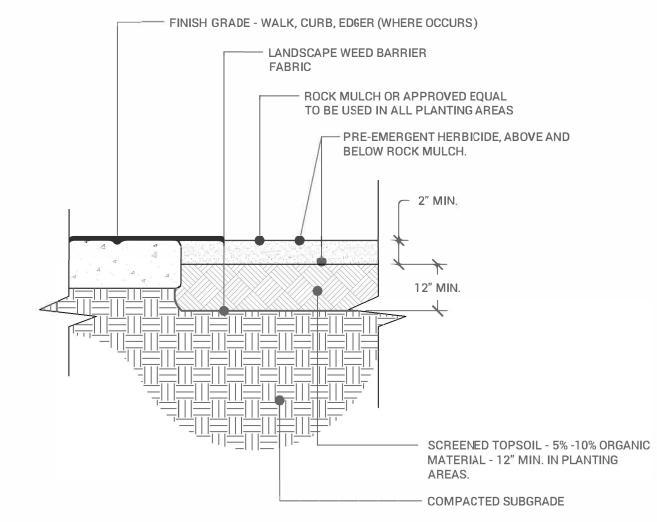
GRASS PLANTING AND PRUNING

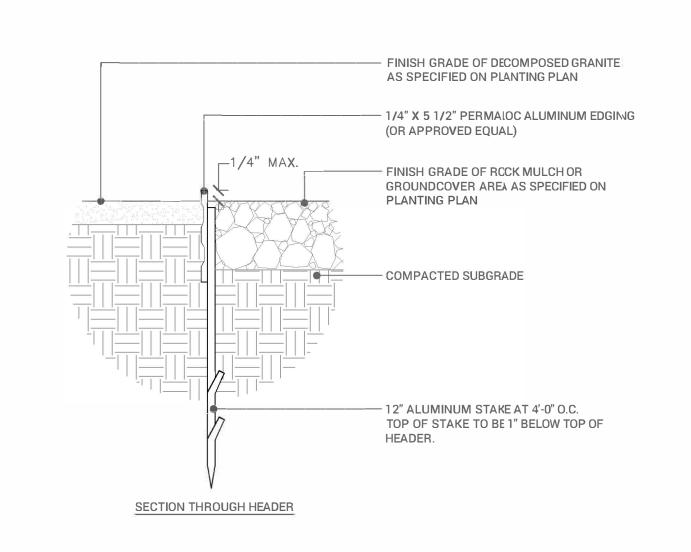
SCALE: NOT TO SCALE

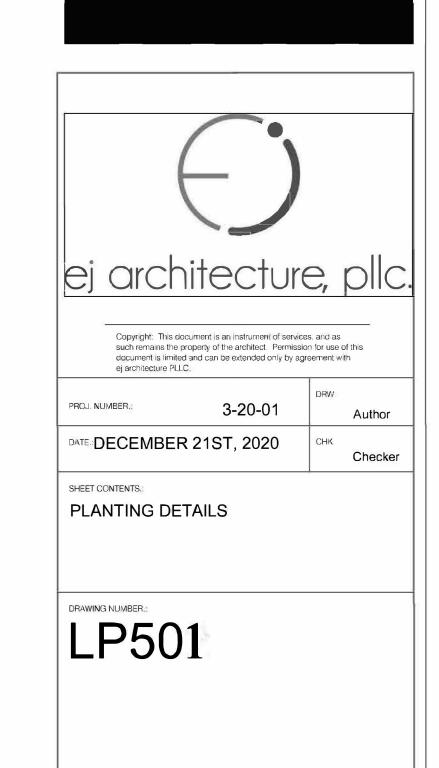
PROJ-HOUS-SUN-PLAN-Ø1



SOD LAYING NOTE: AFTER AMENDING GROUND; LEVEL, SMOOTH, AND RAKE ALL AREAS TO RECEIVE SOD. SODDED AREAS MUST BE FREE OF ANY LUMPS, DEPRESSIONS, IRREGU\_AR AREAS OF ROCKS GREATER THANI 1/4" DIAMETER, ALL MOUNES MUST BLEND SWOOTHLY INTO LEVEL GRADE. INTALLATION PROCESS: 1. LAY SOD WITHING 24 HOURS OF BEING LIFTED. 2. LAY SOD IN ROWS WTH STAGGERED JCINTS. BUTT SECTIONS CLOSELY WITHOUT OVERLAPPING OR LEAVING GAPS BETWEEN SECTIONS. CUT OUT IRREGULAR OR THIN SECTIONS WITH A SHARP KNIFE. 3. FINISH GRADE FOR SODDED AREAS SHALL BE 2 INCHES BELOW FINISH GRADIE OF ADJACENT PAVEMENT (TYP.) 4. AFTER SODDING HAS BEEN COMPLETED, ROLL HORIZONTAL SURFACE AREAS IN TWO DIRECTIONS PERPENDICULAR TO EACH OTHER WITH A 150 LB. SOD ROLLER. 5. REPAIR AND RE-ROLL AREAS WITH DEPRESSIONS, LUMPS,, OR OTHER IRREGULARITIES. 6. HEAVY ROLLING TO CORRECT IRREGULARITIES IN GRADE IS NOT PERMITTED. 7. WATER ALL SODDED AREAS IMMEDIATELY AFTER SOD LAY'ING TO OBTAIN MOISTURE PENETRATION THROUGH SOD INTO TOP 3" OF TOP'SOIL. 8. PROVIDE ADEQUATE PROTECTION OF SODDED AREAS AGA INST TRESPASSING, EROSION, AND DAMAGE OF ANY KIND. REMOVE THIS PROTECTION AFTER SODDED AREAS HAVE BEEN ACCEPTED BY THE OWNERS REPRESENTATIVE. 9. REPLACE DAMAGED AREAS AT NO ADDITIONAL COST TO OWNER.







LOFTSIXFOUR

" ROCK MULCH PLANTING AREA

/4" THICK ALUMINUM EDGING IN PLANTING AREA

SOD PLANTING AND LAYING

TYPICAL ROOTBALL OUT

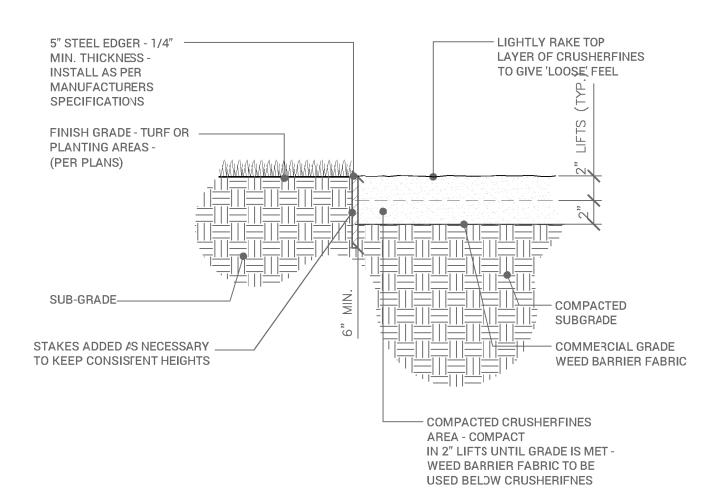
2.5 X ROOT BALL DIA. MIN. —

SCALE: NOT TO SCALE

OF BUCKET

PROJ-HOUS-SUN-PLAN-103

PROJ-HOUS-SUN-PLAN-39



- 1. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH LANDSCAPE REGULATIONS, 2004 EDITION, ORDINANCE NO. 3133, SERIES OF 2004, AND THE AAN (AMERICAN ASSOCIATION OF NURSERYMEN) SPECIFICATIONS FOR NUMBER ONE GRADE.
- 2. ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, LINES, AND STRUCTURES PRIOR TO EXCAVATION OR TRENCHING. DAMAGE TO THESE UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER OR LANDSCAPE ARCHITECT.
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COSTS INCURRED DUE TO DAMAGE OF SAID UTILITIES.
- 4. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
- 5. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH THE LANDSCAPE CONSTRUCTION FOR THIS PROJECT. PLANT QUANTITIES TO BE BASED ON CONTRACTORS'S ESTIMATE ACCORDING TO PLANS, SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT. GRAPHIC SYMBOLS PRESIDE OVER WRITTEN PLANT OLIANTITIES
- 6. ALL TURF AREAS TO BE SPRAY IRRIGATED. ALL SHRUB BEDS TO BE DRIP IRRIGATED. SHRUBS AND PERENNIALS MUST BE IRRIGATED BY A SEPARATE ZONE THAN SOD/GRASS. THIS SYSTEM IS AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM.
- 7. ALL TREE AND SHRUB LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT.

- 8. PLANT SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT APPROVAL BY LANDSCAPE ARCHITECT AND DEVELOPER.
- 9. ALL FLATS OF GROUND COVERS AND PERENNIALS SHALL BE PLANTED ON A TRIANGLE FORMATION TO ALLOW FOR MAXIMUM GROWTH PATTERN NOTE O.C. PLANTINGS
- 10. FOR TREES IN TURF GRASS, ALLOW A 2' DIAMETER BED WITHOUT TURF GRASS AROUND ROOT COLLAR.
- 11. TURF GRASS TO BE 100% FROM SINGLE GROWER. SEE LANDSCAPE PLANS FOR SPECIFIC TURF GRASS TYPES.
- 12. PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE, IF THIS IS NOT POSSIBLE, PLANTS SHALL BE HEELED IN AND WATERED TO PREVENT DEHYDRATION.
- 13. PLANTING PITS SHALL BE EXCAVATED TO A MINIMUM OF TWICE THE WIDTH OF THE ROOTBALL. DO NOT DISTURB SOIL AT THE BOTTOM OF PIT BUT SCARIFY SIDES TO PREVENT GLAZING.
- 14. AFTER PLANT INSTALLATION, ALL PLANT MATERIAL SHALL BE PLACED WITH THEIR ROOT COLLARS SLIGHTLY HIGHER THAN FINISH GRADE. (3" HIGHER FOR TREES)
- 15. LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- 16. ALL LANDSCAPE SHOWN ON THESE PLANS SHALL BE MAINTAINED IN A NEAT AND ADEQUATE MANNER. REQUIRED MAINTENANCE ACTIVITIES SHALL INCLUDE, BUT BE NOT LIMITED TO, MOWING OF LAWNS, TRIMMING OF HEDGES, ADEQUATE IRRIGATION, REPLACEMENT OF DEAD, DISEASED, OR UNSIGHTLY LANDSCAPING, REMOVAL OF WEEDS FROM PLANTING AREAS, AND APPROPRIATE PRUNING OF PLANT MATERIALS.
- 17. SEE LANDSCAPE PLANS FOR LANDSCAPE AND SITE DETAILS.
- 18. SEE CIVIL AND ARCHITECTURAL DRAWINGS FOR ALL STRUCTURES, HARDSCAPE, GRADING, AND DRAINAGE INFO.

CRUSHER FINES PLANTER

SCALE: NOT TO SCALE

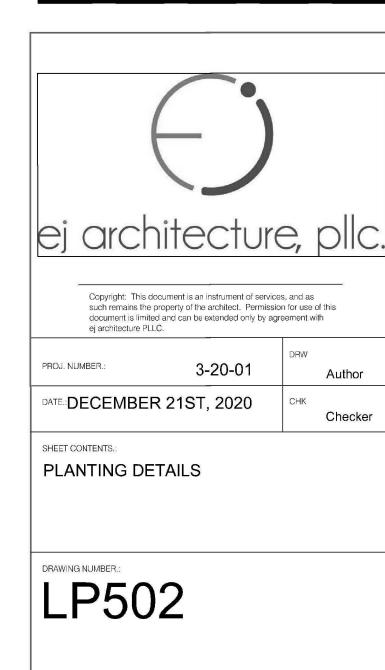
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(2)

GENERAL LANDSCAPE NOTES

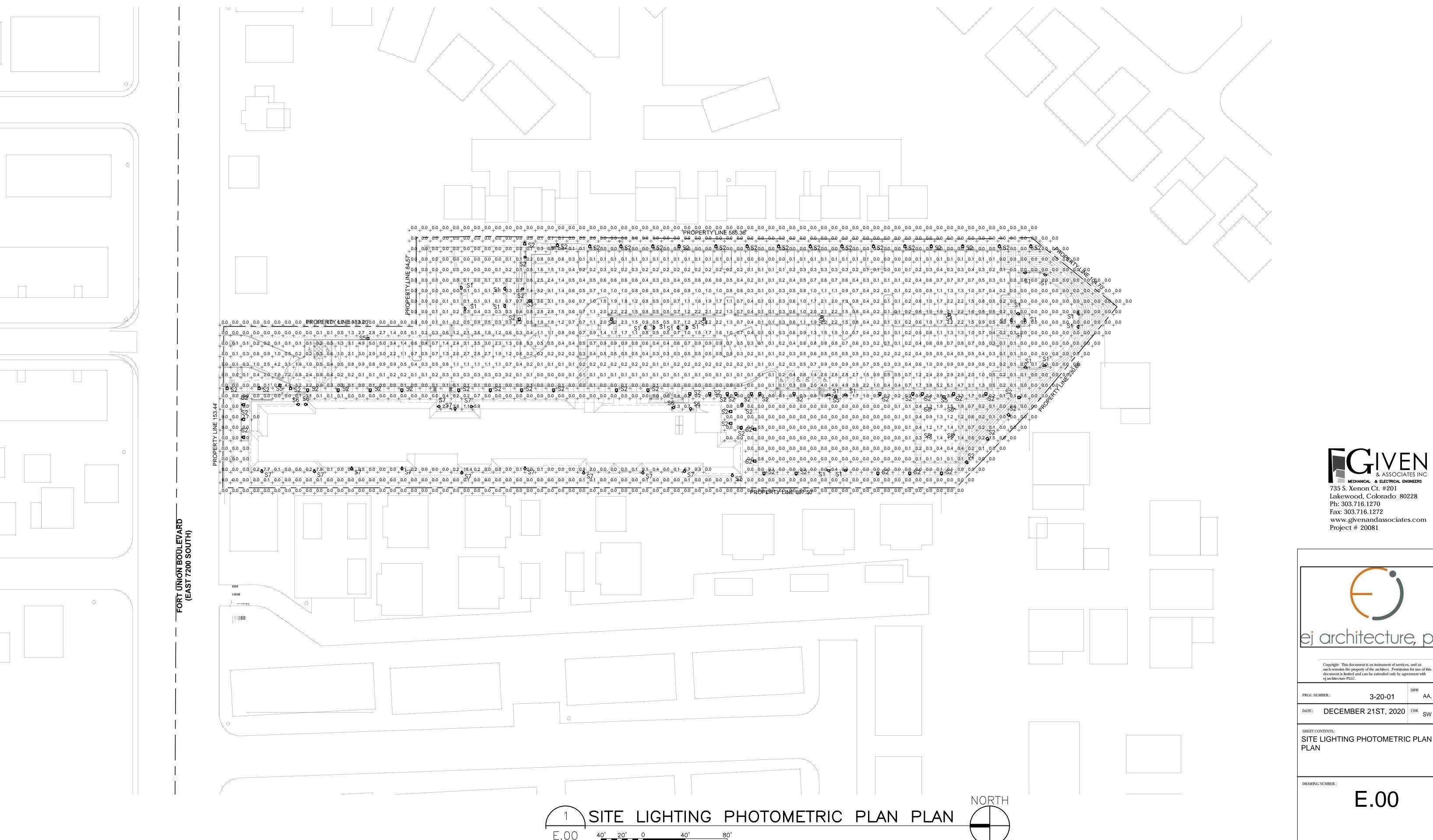
PROJ-HOUS-SUN-PLAN-Ø2





# SUNSET GARDENS

# PRELIMINARY SITE PLAN PROCEDURE







SITE LIGHTING PHOTOMETRIC PLAN

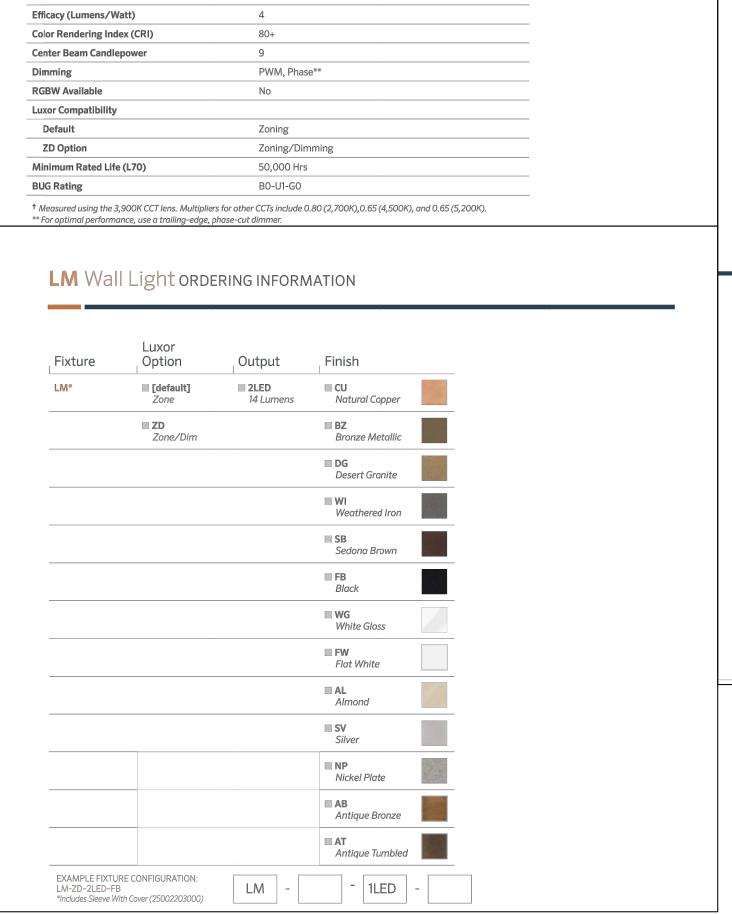
# SUNSET GARDENS PRELIMINARY SITE PLAN PROCEDURE

			SITE LUMINAIRE SCH	EDULE			
PLAN	MOUNTING	DESCRIPTION	MANUFACTURER AND	VOLTAGE	NO. OF	LAMP	REMARKS
MARK			CATALOG NUMBER		LAMPS	TYPE	
S1	STEP LIGHTING	STEP LIGHTING	FX LUMINAIRE	10-15V	1	4.2W LED	
			LM 2LED *				
S2	BOLLARD	STAKE-IN	FX LUMINAIRE	10-15V	1	2.0W LED	
		BOLLARD	M-PL 1LED *				
S3	POLE LIGHT	TYPE 3 SHORT	LITHONIA	MVOLT	1 1	54W LED	
			DSX1 LED P1 40K T3S MVOLT * *				
S4	POLE LIGHT	TYPE 5 MEDIUM	LITHONIA	MVOLT	1	54W LED	
			DSX1 LED P1 40K T5M MVOLT * *				
S5	POLE LIGHT	BACK LIGHT	LITHONIA	MVOLT	1	54W LED	
		CONTROL	DSX1 LED P1 40K BLC MVOLT * *				
S6	SURFACE	SLANT SCONCE	WAC LIGHTING	120V	1	7W LED	
			WS-W14911 3000K *				
S7	SURFACE	CYLINDER LIGHT	LITHONIA	MVOLT	1	9.1W LED	
			OLLWU LED P1 40K MVOLT DDB				
S8	SURFACE	CANOPY LIGHT	LITHONIA	120V	1	16.6W LED	
			OLCFM 15 *				

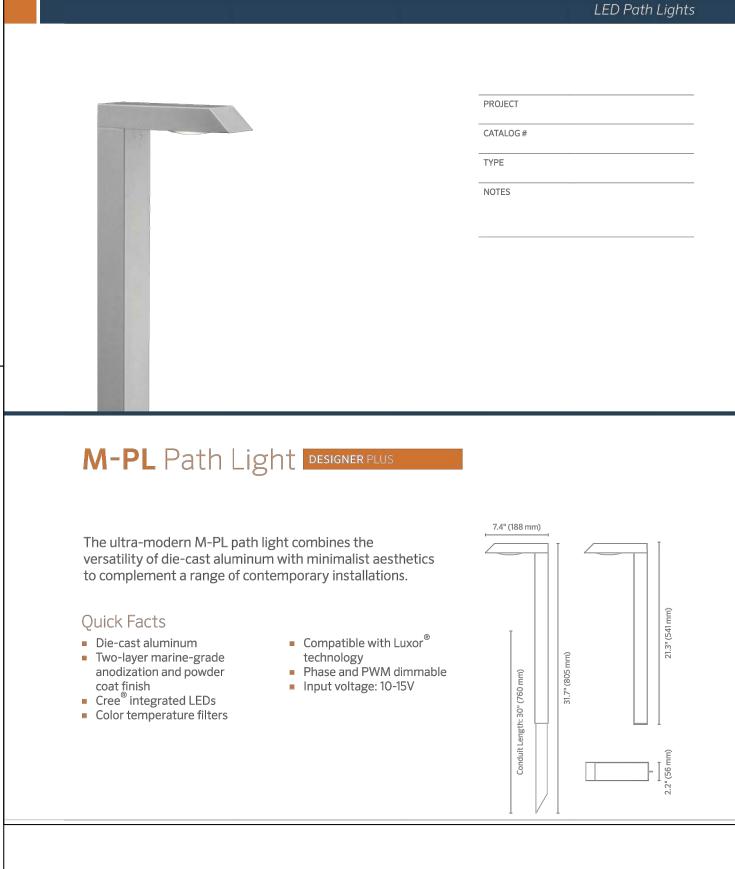
S1 - STEP LIGHT

**FX**Luminaire.

<b>FX</b> Luminaire.		
		LED Wall Lights
		PROJECT  CATALOG #  TYPE  NOTES
Utilitarian recessed wall light in 2 in copper.		9.1" (231 mm)
<ul> <li>Quick Facts</li> <li>Stamped copper construction</li> <li>Natural, powder coated, or antiqued copper finish</li> <li>Cree® integrated LEDs</li> <li>Tamper-resistant features</li> </ul>	<ul> <li>Color temperature filters</li> <li>Compatible with Luxor® technology</li> <li>Phase and PWM dimmable</li> <li>Input voltage: 10-15V</li> </ul>	4.8" (122 mm)



LM Wall Light specifications





M-PL Path Light specifications

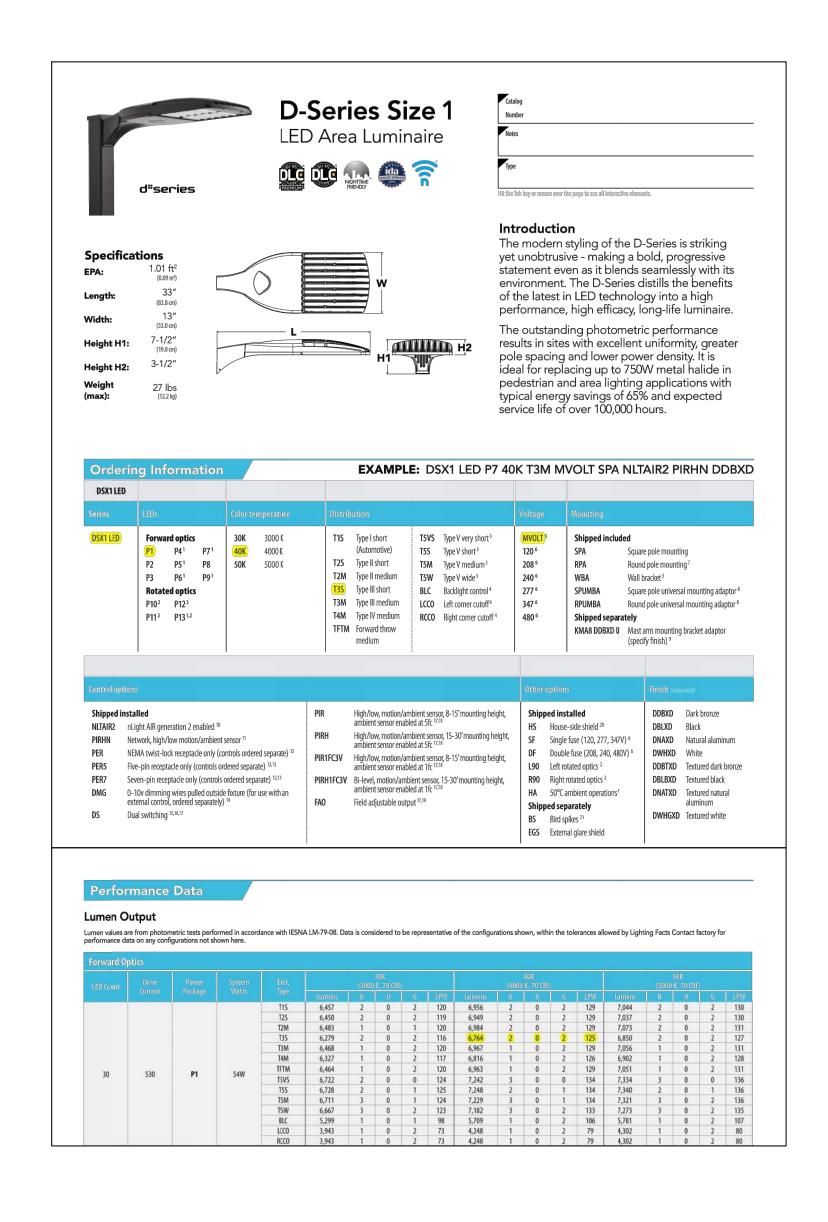


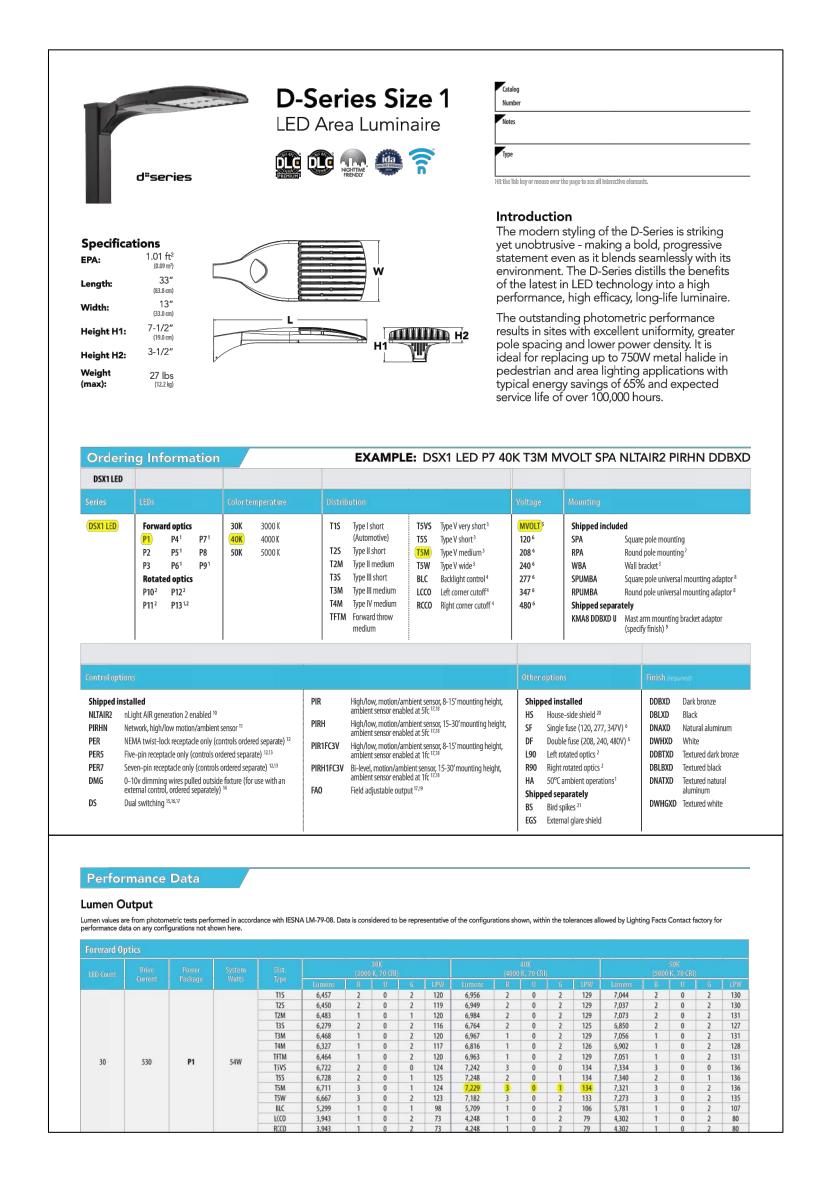


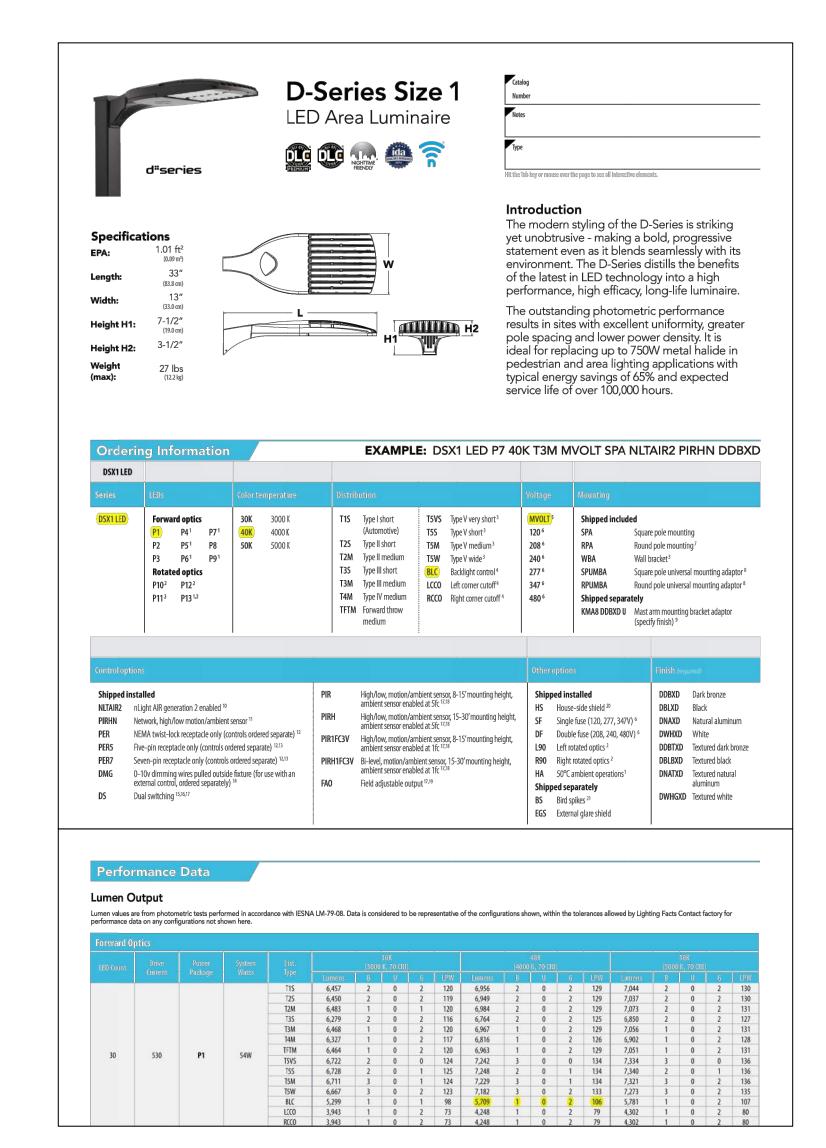
# SUNSET GARDENS PRELIMINARY SITE PLAN PROCEDURE

S3 — POLE LIGHT T3S

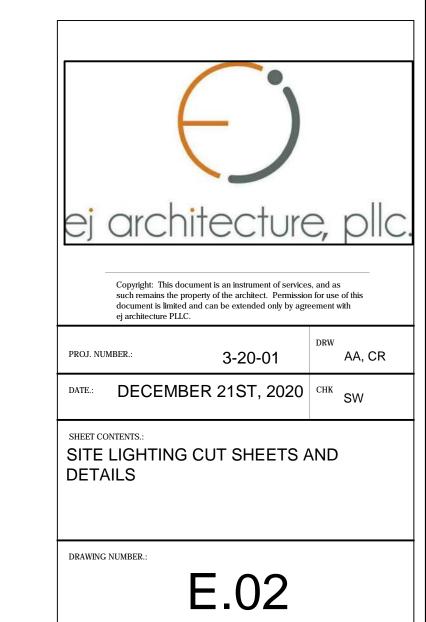
S5 — POLE LIGHT BLC





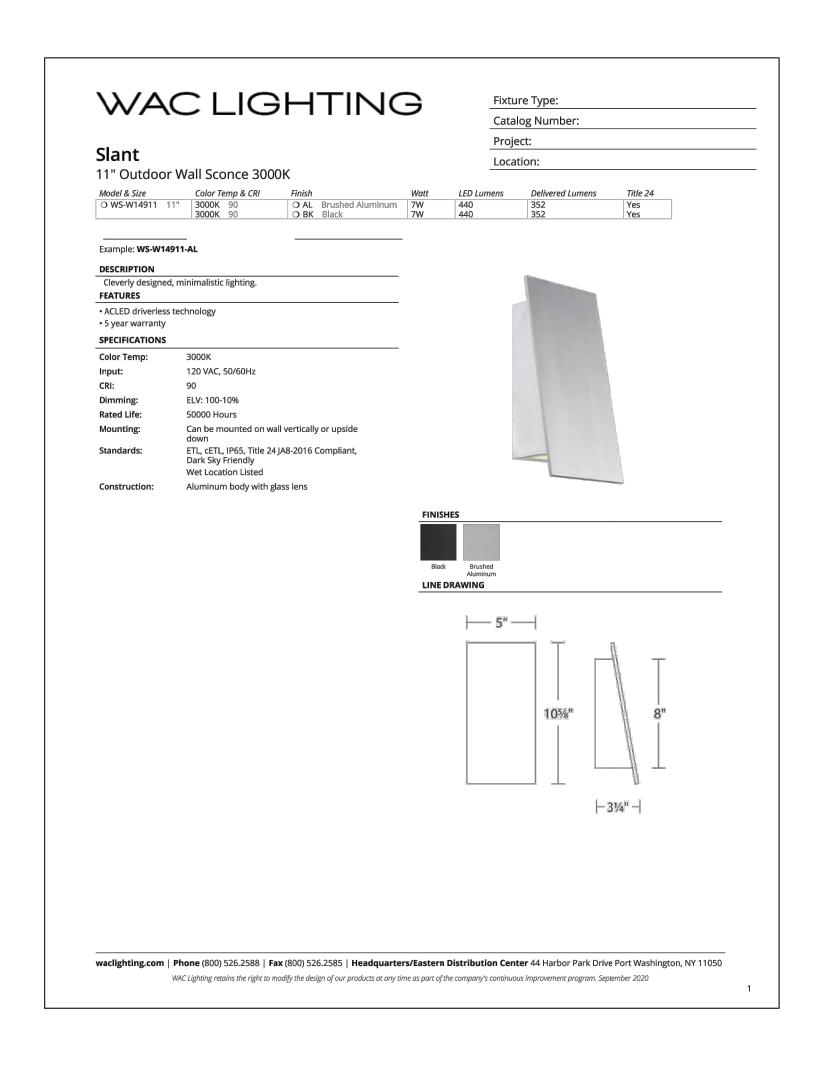


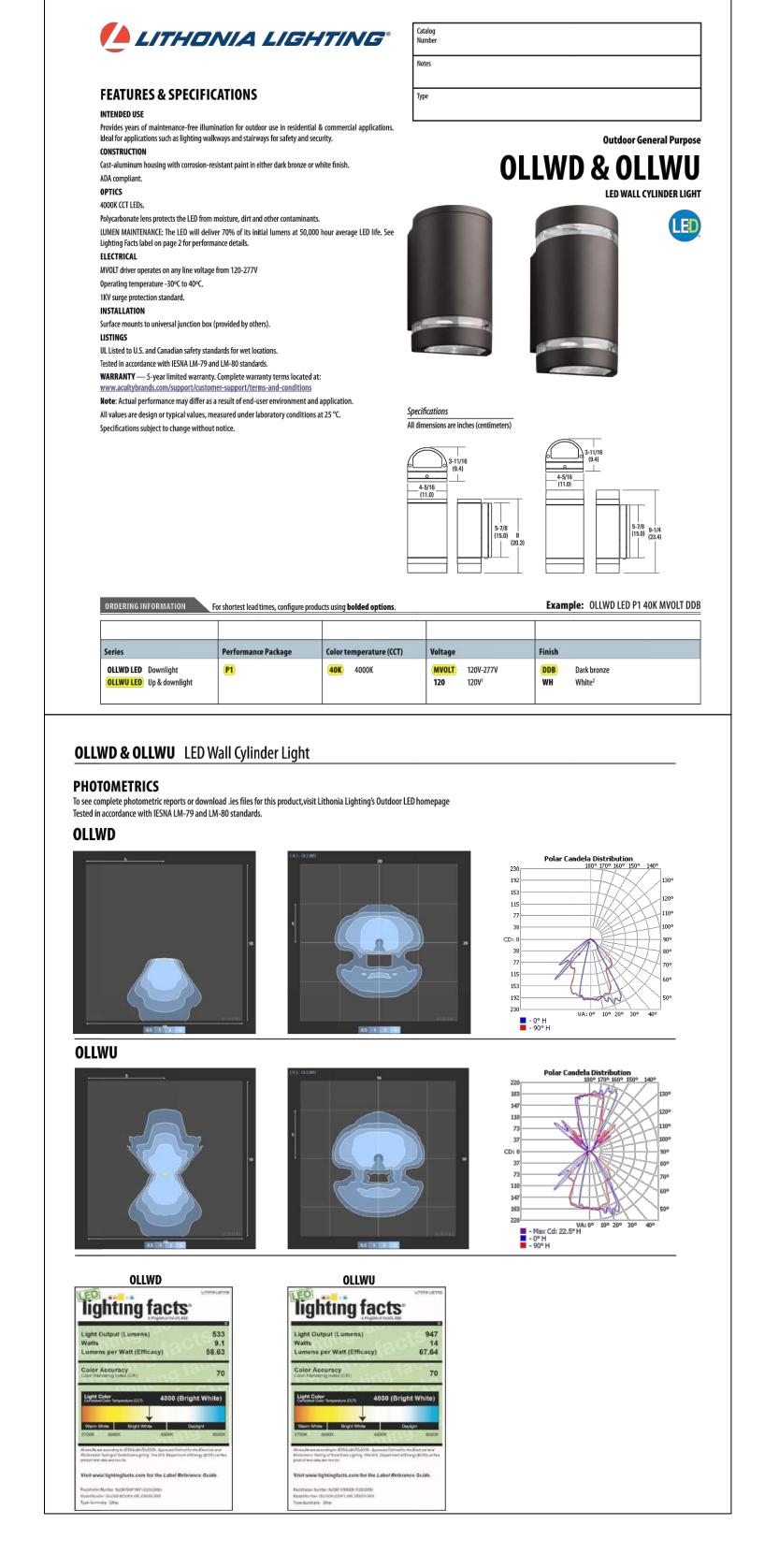


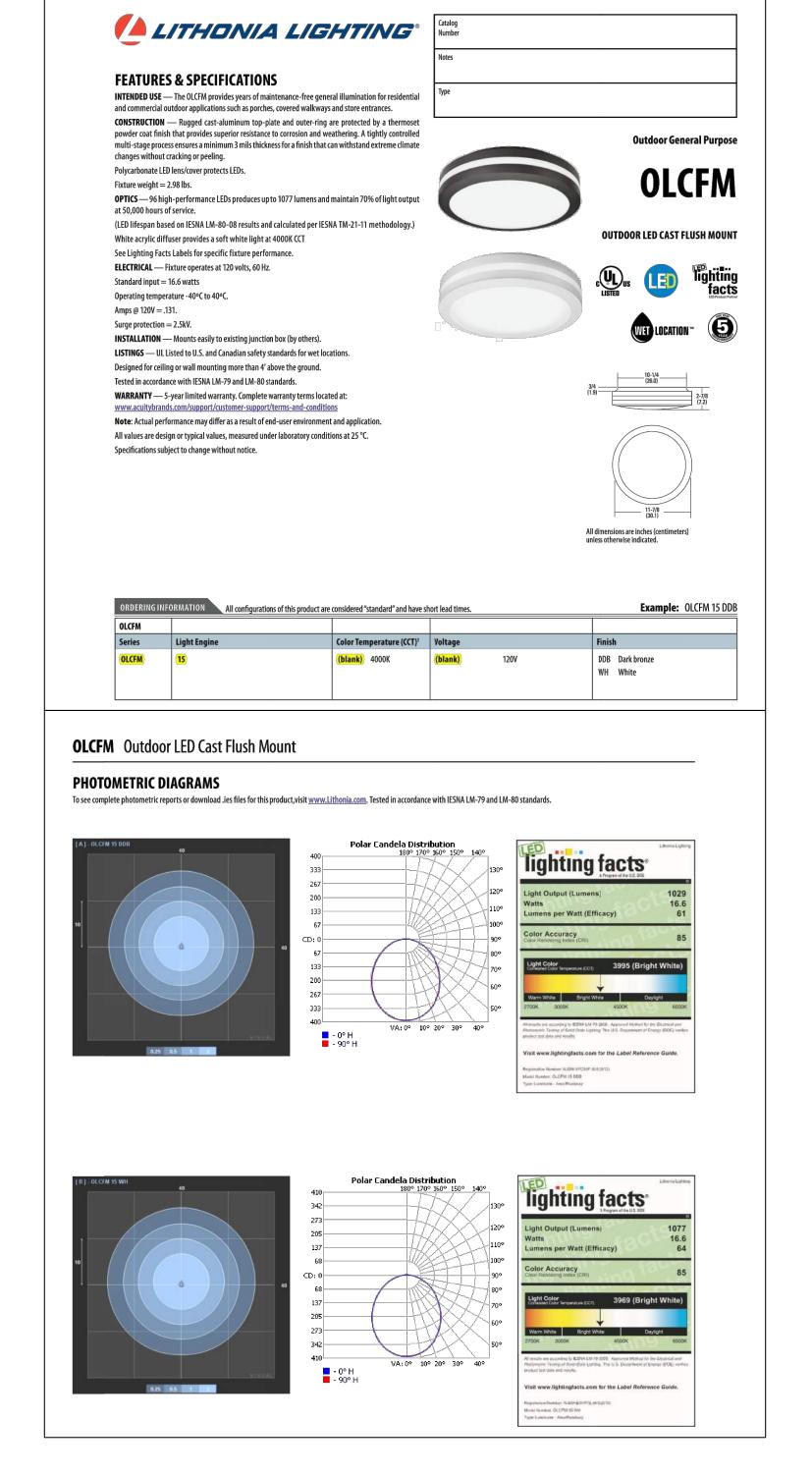


# SUNSET GARDENS PRELIMINARY SITE PLAN PROCEDURE

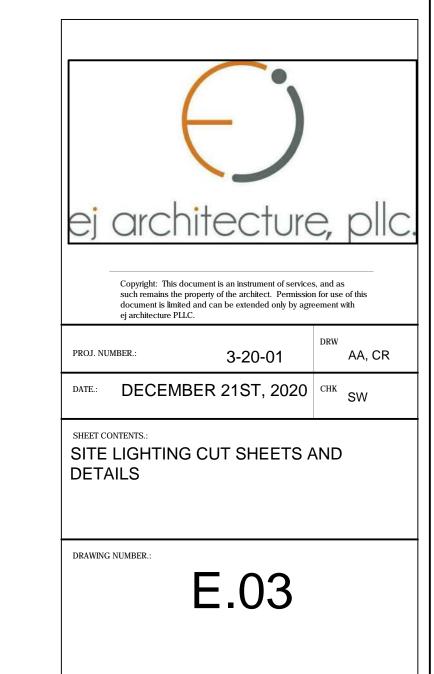
S6 — SLANT SCONCE S7 — CYLINDER LIGHT

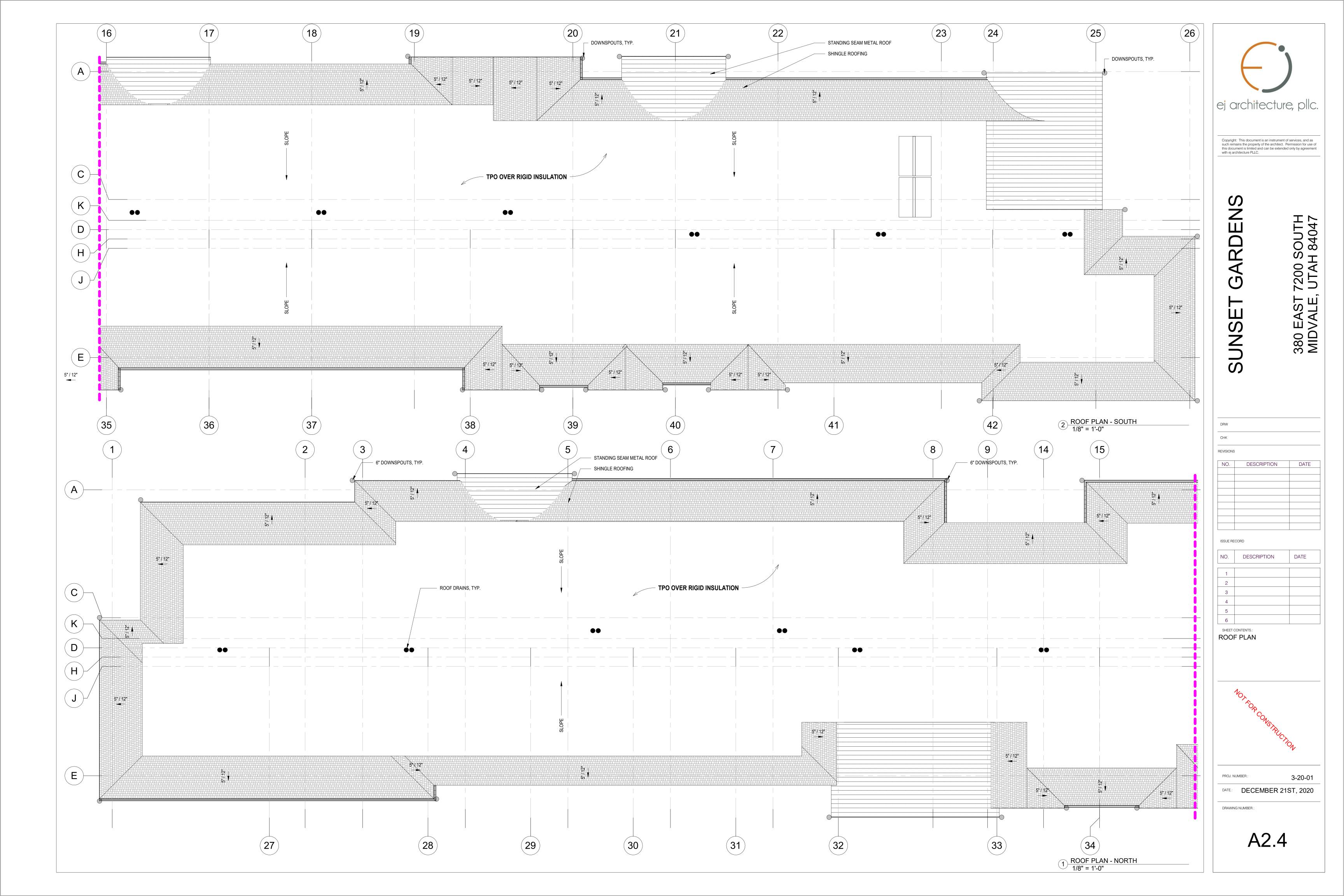












## **EXHIBIT B**

## **Contact Information Form**

#### **Contact Information Form**

To: Emily Whittle, Purchasing Agent

Phone: (801) 284.4446

Email: <a href="mailto:ewhittle@housingconnect.com">ewhittle@housingconnect.com</a>

This document is to acknowledge that we are in receipt of <u>RFP # HC091902 – Architectural & Engineering Services</u> and have noted our intention to bid.

Vendor Name:	
Address:	_
Contact/Title:	_
Phone:	_
Fax:	-
Email:	
I PLAN TO SUBMIT A BID.  Yes, I will be submitting a bid.  Maybe, I need to research and get more information (contact HC-information)	rmation listed
NO BID. Indicate any of the following. We:  Do NOT desire to be retained on the vendor list.  Desire to be retained on the vendor list, but decline to bid based on the Cannot comply with specifications/scope of work, Explain:	
Cannot meet delivery requirements, Explain:	
<ul> <li>□ Do not regularly provide this type of product/service</li> <li>□ Other, Explain:</li> <li>□ Please update my information as listed above.</li> </ul>	
HOW YOU FOUND OUT ABOUT THE BID. Indicate any of the following. We:  Checked the agency website Received notice by fax or e-mail Newspaper Ad, please list paper: Trade Publication, please list: Plan Room, please list: Other, Explain:	

## **EXHIBIT C**

## **Certificate Regarding Debarment or Suspension**

#### **Certification Regarding Debarment or Suspension**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

- The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded* from Federal Procurement and Non-procurement Programs issued by the General Services Administration.
- "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
- The Proposer shall provide immediate written notice to the HC Chief Finance Officer (CFO) if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
- 4. This certification is a material representation of fact upon which reliance will be placed when making the award. It if is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the HC government, the HC Chief Finance Officer (CFO) may terminate the contract resulting from this solicitation for default.
- 5. Proposer affirms that is has no record of recent unsatisfactory performance with HC, during the past twenty-four (24) months at a minimum.

Printed Name of Representative:	
Title:	
Signature:	 
Date:	 

## **EXHIBIT D**

## **Client Reference Form**

#### **Exhibit D Client Reference**

#### CURRENT CLIENT REFERENCES (REQUIRED) – RFP#HC2021-01 SUNSET GARDENS GCCM

Submit thi	s form with the BID, fa	ilure to do so is grounds for disqualification.
Company		
Address		
City, ST, Zip		
Fax/Phone/Email		
Contact Name/Title		
Type of Engagement		
Company		
Address		
City, ST, Zip		
Fax/Phone/Email		
Contact Name/Title		
Type of Engagement		
Company		
Address		
City, ST, Zip		
Fax/Phone/Email		
Contact Name/Title		
Type of Engagement		
Company		
Address		
City, ST, Zip		
Fax/Phone/Email		
Contact Name/Title		
Type of Engagement		
Company		
Address		
City, ST, Zip		
Fax/Phone/Email		
Contact Name/Title		
Type of Engagement		
В	idder's Company Name	
Legal Structure (	corp./partner/proprietor)	
F	Principle Office Address	
	City, ST, Zip	
Phone N	lumber & Fax Numbers	
Federal Employer Identification Number		
Title of Pe	rson Authorized to Sign	
Print Name of Pe	rson Authorized to Sign	
	d Authorized Signature	

## **EXHIBIT E**

## **Section 3**



#### SECTION 3 CLAUSE AND SECTION 3 STATEMENT HUD 24 CFR PART 135

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

#### **SECTION 3 STATEMENT**

Are you claiming Section 3 business preference? Yes $\square$ No $\square$
If "YES," check the box indicating which priority you are claiming and attach supporting documentation.
$\square$ 51% or more owned by Section 3 residents
$\square$ At least 30% of permanent, full time employees include persons that are currently Section 3
Residents, or were Section 3 residents within three (3) years of the date of first hire
$\Box$ Provide evidence, as required, of a commitment to sub-contract in excess of 25% of the dollar award
of all sub-contracts to business concerns that meet one of the first two qualifications above.

More information regarding Section 3 may be obtained from: <a href="https://www.hud.gov/program">https://www.hud.gov/program</a> offices/fair housing equal opp/section3/section3

## **EXHIBIT F**

## **HUD Form 5369-C Certifications and Representations of Offerors**

# Certifications and Representations of Offerors

U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No: 2577-0180 (exp. 7/30/96)

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

#### 1. Contingent Fee Representation and Agreement

- (a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:
  - (1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and
  - (2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.
- (c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

# 2. Small, Minority, Women-Owned Business Concern Representation

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

- (a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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 i	members	are
(	(Check the block applicable to you	)			

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

#### 3. Certificate of Independent Price Determination

- (a) The bidder/offeror certifies that-
  - (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered:
  - (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
  - (3) No attempt has been made or will be made by the bidder/ offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
- (b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
  - (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
  - (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

Signature & Date:	
Typed or Printed Name:	 
Title:	

#### **EXHIBIT G**

# **HUD Form 5369-A Representations, Certifications and Other Statements of Bidders**

# U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

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

Previous edition is obsolete form **HUD-5369-A** (11/92)

# Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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#### 1. Certificate of Independent Price Determination

- (a) The bidder certifies that--
- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory--
- (1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(l) 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)(I) through (a)(3) above.

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

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

- (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.
- [ ] [Contracting Officer check if following paragraph is applicable]
- (d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)
- (1) Each bidder shall execute, in the form provided by the PHA/ IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.
- (2) A fully executed "Non-collusive Affidavit"  $\ [\ ]$  is,  $\ [\ ]$  is not included with the bid.

#### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

- (b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:
- (1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and
- (2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.
- (d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.
- 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)
- (a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

- (b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and
- (3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- (d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.
- [ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

- (a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:
- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
  - (2) Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.
- (e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

- (a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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

- (a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.
- (b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
- (d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:
- (1) Obtain identical certifications from the proposed subcontractors;
  - (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

# Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

- (a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.
- **12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)
- (a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.
- (b) A fully executed "Previous Participation Certificate"[ ] is, [ ] is not included with the bid.

#### 13. Bidder's Signature

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

(Signature and Date)		
(Typed or Printed Name)	 	
(Title)	 	
(Company Name)		
(Company Address)		

## **EXHIBIT H**

# HUD Form 50071 Certification of Payments to Influence Federal Transactions

### **Certification of Payments to Influence Federal Transactions**

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

Applicant Name	
Program/Activity Receiving Federal Grant Funding	
The undersigned certifies, to the best of his or her knowledge and	belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.  (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.	(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.  This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
I hereby certify that all the information stated herein, as well as any info <b>Warning:</b> HUD will prosecute false claims and statements. Conviction 1012; 31 U.S.C. 3729, 3802)	Formation provided in the accompaniment herewith, is true and accurate a may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010,
Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

## **EXHIBIT I**

# Disclosure of Lobbying Activities OMB Form 03480046

#### **DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1.	Type of Federal Action:	2. Status of Federal Action		tion	3.	Report Type:
	a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/o b. initial c. post-				a. initial filing b. material change  For Material Change Only: Year Quarter  date of last report
4.	Name and Address of Reporting Entity:  ☐ Prime ☐ Subawardee  Tier	; , if known:	5.	If Reporting Entity in Address of Prime:	No.	4 is Subawardee, Enter Name and
	Congressional District, if known:			Congressional Distric		
6. F	ederal Department/Agency:		7.	Federal Program Nar  CFDA Number, if app		
8.	Federal Action Number, if known:		9.	Award Amount, if kno		
				\$		
10. a	a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		b.	Individuals Performin from No. 10a.) (last name, first name		ervices (including address of different
	(attac	ch Continuation Sheet(s	s) SF	-LLL-A, if necessary)		
11.	Amount of Payment (check all that apply):		13.	Type of Payment (che	eck a	all that apply):
	\$ actu	ıal 🗌 planned		☐ a. retainer☐ b. one-time fee		
12.	Form of Payment (check all that apply):	<u> </u>	1	☐ c. commission		
	a. cash			d. contingent fee		
	□ b. in-kind; specify: naturevalue			☐ e. deferred ☐ f. other; specify:		
14.	Brief Description of Services Performed or contacted, for Payment indicated in Item 1	r to be Performed and 1.:	d Dat	e(s) of Service, includ	ling (	officer(s), employee(s), or Member(s
	(attac	ch Continuation Sheet(s	s) SF	-LLL-A, if necessary)		
15.	Continuation Sheet(s) SF-LLL-A attached:	☐ Yes ☐ N	lo			
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31		s authorized by title f lobbying activities which reliance was action was made or ed pursuant to 31				
	U.S.C. 1352. This information will be Congress semi-annually and will be a inspection. Any person who fails to disclosure shall be subject to a civil pena	vailable for public file the required alty of not less than				
	\$10,000 and not more than \$100,000 for ea	ch such failure.	Tel	ephone No.:		Date:
F	Federal Use Only:					Authorized for Local Reproduction Standard Form - LLL

## **EXHIBIT J**

## **HUD Form 2530 Previous Participation Certification**

#### **US Department of Housing and Urban Development**

Office of Housing/Federal Housing Commissioner

#### **US Department of Agriculture**

Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)		For HUD HQ/FmHA use only						
Reason for submission:								
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code						
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act  6. Type of Project (check one)  Existing  Rehabilitation			tation Proposed (New)			
List all proposed Principals and attach or	roanization chart for all organizations			Lanting	Remain	auton Troposeu (riew)		
Name and address of Principals and Affiliates (Name:		8 Role of Each l		in Project	9. SSN or IRS Employer Number			
Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:  1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.  2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:  a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, on rhas it received mortgage relief from the mortgagee;  b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;  c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals of fault or projects;  d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principals fault or negligence;  e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);  f. The principals have not been suspended, debarred or otherwise restricted by any Department								
Tune of Timepu		Signate	пе от гипеграг	Certific	acion Date(initiadi j j j j	Tirea code and Ten 100		
This form prepared by (print name)			Area	Code and Te	l. No.			

Principals Name (Last, First)		projects (Project name, vt. agency involved)	3.List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5.Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date
	racy and completeness; recommend ap	proval or refer to Headquar	ters after checking appropriate box.				
aff	Tel No. and area code  Processing and Control		A. No adverse information; form recommended.	n HUD-2530 approval	C. Disclosure or Certification problem		
			B. Name match in system		D. Oth	er (attach mer	norandum)

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

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

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

Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

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

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

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

#### Who Must Sign and File Form HUD-2530:

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

Principals include all individuals, joint ventures,

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

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

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

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

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

#### Where and When Form HUD-2530 Must Be

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

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

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- · Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in **Block 7:** Definitions of all those who are considered a project resulting in a total interest of 10 percent or
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

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

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

#### **Specific Line Instructions:**

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

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

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

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

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

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

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

principals and affiliates are given above in the section titled "Who Must Sign and File...."

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

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

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

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

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

**Column 4.** Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. fill in the names of all principals and affiliates as listed in block For all noncurrent loans, an explanation of the status is 7. Each principal should sign the certification with the If you cannot certify and sign the certification as it is printed there is a criminal record or other evidence that your previous required.

participation.

rating and Physical Inspection score.

form HUD-2530, including schedule A, read the Certification a telephone number. By providing a telephone number, HUD a felony within the past 10 years, strike out 2e. and attach carefully. In the box below the statement of the certification, can reach you in the event of any questions. of the instructions titled "Who Must Sign and File Form vour record, and then sign and certify." Column 6. Provide the latest Management Review (MOR) HUD-2530). Principal who is signing on behalf of the entity Attach a signed statement of explanation of the items you

exception in some cases of individuals associated with a because some statements do not correctly describe your conduct or method of doing business has been such that your Column 5. Explain any project defaults during your corporation (see "Exception for Corporations" in the section record, use a pen to strike through those parts that differ with

should attach signature authority document. Each principal have struck out on the certification. Item 2e. relates to felony Certification: After you have completed all other parts of who signs the form should fill in the date of the signature and convictions within the past 10 years. If you are convicted of

statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

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

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

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

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

### **EXHIBIT K**

### **HUD Form 5370 General Conditions for Construction Contracts**

**Document on Following Page** 

# **General Conditions for Construction Contracts - Public Housing Programs**

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. This form is applicable to any construction/development contract greater than \$150,000.

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 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

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

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#### 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (I) "Work" means materials, workmanship, and manufacture and fabrication of components.

#### 2. Contractor's Responsibility for Work

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

#### 3. Architect's Duties, Responsibilities, and Authority

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

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

#### 4. Other Contracts

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

#### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

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

#### 6. Construction Progress Schedule

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

#### 7. Site Investigation and Conditions Affecting the Work

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

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

#### 8. Differing Site Conditions

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

#### 9. Specifications and Drawings for Construction

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

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

- required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

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

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

#### 12. Permits and Codes

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

- waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.
- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.
- 13. Health, Safety, and Accident Prevention
- (a) In performing this contract, the Contractor shall:
  - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  - (2) Protect the lives, health, and safety of other persons;
  - (3) Prevent damage to property, materials, supplies, and equipment; and,
  - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
  - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et sea.: and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

#### 14. Temporary Heating

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

#### 15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.
- Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements
- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

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

#### 17. Temporary Buildings and Transportation of Materials

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

#### 18. Clean Air and Water

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

#### 19. Energy Efficiency

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

#### 20. Inspection and Acceptance of Construction

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

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

#### 21. Use and Possession Prior to Completion

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

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

#### 22. Warranty of Title

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

#### 23. Warranty of Construction

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

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

#### 24. Prohibition Against Liens

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

#### Administrative Requirements

#### 25. Contract Period

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

#### 26. Order of Provisions

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

#### 27. Payments

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

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

Name:			
Title:			
Date:			

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

- Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.
- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

#### 28. Contract Modifications

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

- responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.
- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

#### 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

   (1) In the specifications (including drawings and designs);
   (2) In the method or manner of performance of the work;
  - PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

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

#### 30. Suspension of Work

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

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

#### 31. Disputes

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

#### 32. Default

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

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

#### 33. Liquidated Damages

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

- completion of the work together with any increased costs occasioned the PHA in completing the work.
- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

#### 34. Termination for Convenience

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

#### 35. Assignment of Contract

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

#### 36. Insurance

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

- per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "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 nonrenewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

#### 37. Subcontracts

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

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

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

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

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

#### 39. Equal Employment Opportunity

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

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

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246. as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

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

#### 41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

### 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

#### 45. Examination and Retention of Contractor's Records

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

#### 46. Labor Standards - Davis-Bacon and Related Acts

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

#### (a) Minimum Wages.

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

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

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

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

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

- make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable
  - (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

program is approved.

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
  - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

#### 47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
  - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOLrecognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.
- 48. Procurement of Recovered Materials.
- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

### **EXHIBIT L**

### **HUD Form 2554 Supplementary for Construction**

**Document on Following Page** 

## Supplementary Conditions of the Contract for Construction

U.S. Department of Housing and Urban Development Office of Housing Federal Housing Commissioner OMB Approval No. 2502-0470 (Expires 12/31/2016)

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to sets forth the obligations of the contractor or subcontractor performing under the covered contract. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

#### Article 1 - Labor Standards

#### Instructions

Whenever only FHA mortgage insurance is involved, use paragraph (A) and (C) of Article 1 – Labor Standards. Whenever any direct form of assistance (Section 8, Section 202/811 Capital Advance, grants etc.) is involved, use paragraphs (A) and (B) and (C) of Article 1 – Labor Standards.

#### **Applicability**

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

(i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs A.1.(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- 2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the

form **HUD-2554** (12/20/2005)

same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

- (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- **(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each

- helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissable deductions as set forth in 29 CFR Part 3:
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- **(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
- 4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau

of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 5. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- 7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- **10.** (i) Certification of Eligibility. By entering into this contract the contractor certifies neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm

- ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- **B. Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which 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 subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
- 3. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- **C.** The Contractor will be required to execute FHA Form No. 2403-A, Contractor's Prevailing Wage Certificate, as a condition precedent to insurance by the Federal Housing Administration of that certain mortgage loan, or an advance thereof, made or to be made by the mortgagee in connection with the construction of the project.

#### Article 2 – Equal Employment Opportunity

The applicant hereby agrees that it will incorporate or cause to be

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

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

- **A.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- **B.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- **C.** The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- **D.** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- **E.** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24. 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development or the Secretary of Labor, the Contractor may request the United States to ener into such litigation to protect the interests of the United States.
- **H.** The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

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

- I. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- J. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### Article 3 – Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

(Applicable to Section 236 projects, where the estimated replacement cost of the project as determined by the Secretary of Housing and Urban Development exceeds \$500,000, and to all projects, including Section 236 regardless of estimated replacement cost, receiving rent supplement assistance under Title I, Section 101 of the Housing and Urban Development Act of 1965.)

**A.** The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the unit of local government or the metropolitan area (or nonmetropolitan county) as determined by the Secretary of Housing and Urban Development in which the projects located and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project.

#### Article 4 – Health and Safety

- **A.** No laborer or mechanic shall be required to work in surroundingss or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- **B.** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
- **C.** The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development of the Secretary of Labor shall direct as a means of enforcing such provisions.

### **EXHIBIT M**

### **HUD Form 4010 Federal Labor Standards Provisions**

**Document on Following Page** 

## U.S. Department of Housing and Urban Development

Office of Labor Relations

#### **Applicability**

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

A. 1. (i) Minimum Wages. All laborers and mechanics

employed or working upon the site of the work, will be paid

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

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for The Administrator, or an authorized determination. representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

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

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

- communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from Wage and Hour Division Web http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- **(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

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

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract
- 6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- 7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act Requirements.
  All rulings and interpretations of the Davis-Bacon and
  Related Acts contained in 29 CFR Parts 1, 3, and 5 are
  herein incorporated by reference in this contract
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- 10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

- awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- 11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- **B.** Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- **C.** Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.
- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

### **EXHIBIT N**

Davis Bacon Wage Determinations: General Decision: UT20100085 01/01/2021 UT85

"General Decision Number: UT20210034 01/01/2021

Superseded General Decision Number: UT20200034

State: Utah

Construction Type: Residential

County: Salt Lake County in Utah.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 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 calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/01/2021

ENGI0003-052 07/01/2013

Rates Fringes

OPERATOR: Power Equipment

 (1) Mechanic............\$ 27.55
 15.65

 (2a) Blade/Grader.........\$ 25.89
 15.65

(3) Backhoe/Excavator, Front End Loader (Over 5

cu. yds. ).....\$ 25.37 15.65

(4) Asphalt Paver, Backhoe Loader Combo,

Bulldozer, Front End Loader (2 to 5 cu. yds.), Oil Distributor\$ 24.37 15.65 (5) Asphalt Roller, Front End Loader (Under 2 cu. yds.)\$ 23.37 15.65 (6) Screed\$ 22.41 15.65 (7) Roller (Dirt and Grade Compaction)\$ 21.50 15.65
LABO0295-020 07/01/2012
Rates Fringes
LABORER Chain/Concrete Saw, Jackhammer and Vibrator\$ 18.63 6.35
PLUM0140-016 08/01/2019
Rates Fringes
PLUMBER (Excluding HVAC Pipe Installation)\$30.60 10.85
* SFUT0669-002 04/01/2020
Rates Fringes
SPRINKLER FITTER\$ 35.36 21.65
TEAM0222-018 07/01/2018
Rates Fringes
TRUCK DRIVER (Articulated)\$ 25.39 11.77 TRUCK DRIVER (Concrete Pumping)\$ 23.05 11.77 TRUCK DRIVER (Dump Truck,
Bottom-end or side) Less than 8 cu. yds\$ 22.82
8 cu. yds. to less than 14 cu. yds\$ 22.97
14 cu. yds. to less than 35 cu. yds\$ 23.12 11.77
35 cu. yds. to less than 55 cu. yds\$ 23.32 55 cu. yds. to less than
75 cu. yds\$ 23.52 11.77 75 cu. yds. to less than
95 cu. yds\$ 23.72
95 cu. yds. to less than 105 cu. yds\$ 23.92 11.77 105 cu. yds. to less than

130 cu. yds\$ 24.04 TRUCK DRIVER (Flat Rack, Bulk	11.77		
Cement, Semi-Trailers,			
Mud/Banding and Paint) Less than 10 tons\$ 22.72	11 77		
10 tons to less than 15	11.77		
tons\$ 22.87	11.77		
15 tons to less than 20			
tons\$ 22.97	11.77		
20 tons and over\$ 23.12			
Pickup Truck\$ 22.65 TRUCK DRIVER (Lowboy)		11.77	
TRUCK DRIVER (Oil Spreader)		11.77	
TRUCK DRIVER (Tiremen and	•		
Greaser)\$ 23.22	11.77		
TRUCK DRIVER (Transit Mix)			
0 cu. yds. to 8 cu. yds\$ 23.05	11.77		
Over 8 cu. yds. to 14 cu. yds\$ 23.05	11.77		
TRUCK DRIVER (Water, Fuel &	11.//		
Oil Tank)			
less than 1,200 gal\$ 22.70	11.77		
1,200 gal. to less than			
2,500 gal\$ 22.82	11.77		
2,500 gal. to less than 4,000 gal\$ 22.97	11.77		
4,000 gal. to less than	11.//		
6,000 gal\$ 23.27	11.77		
6,000 gal. to less than			
10,000 gal\$ 23.52	11.77		
10,000 gal. to less than	11.77		
15,000 gal\$ 23.77	11.77		
15,000 gal. to less than 20,000 gal\$ 24.02	11.77		
20,000 gal. to less than	11.//		
	11.77		
25,000 gal. and over\$ 24.52	11.77		
CLULTO000 040 00/00/2000			
SUUT2008-049 08/28/2008			
Rates Frii	nges		
BRICKLAYER \$ 17.9	0.00		
CARPENTER, Includes Metal Stud Installation, and Siding			
Installation (Excludes			
Drywall Hanging)\$ 14.61	0.00		
CEMENT MASON/CONCRETE FI	NISHER\$ 1	3.50	2.91
DRYWALL FINISHER/TAPER	\$ 17.90	1.96	
DRYWALL HANGER, Excludes			

Metal Stud Installation\$ 18.82 0.00
ELECTRICIAN\$ 16.06 1.97
LABORER: Asphalt Raker\$ 13.00 0.00
LABORER: Asphalt Shoveler\$ 12.95 0.00
LABORER: Common or General\$ 11.31 4.90
LABORER: Landscape\$ 10.00 0.19
LABORER: Mason Tender - Cement/Concrete\$ 12.95 0.00
LABORER: Mason Tender (Brick and Hod)\$ 12.00 0.00
OPERATOR: Trackhoe\$ 14.89 0.00
PAINTER: Brush, Roller and Spray, Excludes Drywall
Finishing/Taping\$ 11.23 0.00
ROOFER\$ 17.14 0.00
SHEET METAL WORKER, Includes HVAC Duct, Pipe and Unit
Installation\$ 15.31 0.00
WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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 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) (ii)).

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

#### Union Rate Identifiers

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

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

### Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION