



MEMORANDUM

TO: All Interested Contractors

DATE: September 30, 2024

RE: Request for Quotes 24-006 —Interior and Exterior Painting, Seal Tilt Walls at Palm Lake Village Apartments

The Pinellas County Housing Authority (PCHA) is accepting quotes from licensed, responsible, and qualified contractors to perform interior and exterior painting and to seal tilt walls at the Palm Lake Village Apartments, located at 1515 County Road One, Dunedin, FL 34698.

SCOPE OF WORK

Scope of work is broken down into Two Phases. Contractor to provide quotes for each phase separately and a quote for work to be completed as a whole for a **total of three quotes**. Scope of work described in Attachment 1 Scope of Work (SOW).

A Pre-Bid Conference will be held on Monday, October 7, 2024 at 2:00 p.m at the Palm Lake Village Community Center. While not mandatory, bidders are strongly encouraged to attend in order to familiarize themselves with existing conditions. By submission of a bid, contractor acknowledges that he or she has verified existing conditions.

For site visits, please contact Jeff Heckman, Maintenance Supervisor at 727-423-2551.

Contractor is to include permitting fees in its bid, if applicable.

The following items are applicable:

1. HUD 5370-EZ-General Contract Conditions for Small Construction/Development Contracts *excluding paragraphs 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135) and 14. Labor Standards - Davis-Bacon and Related Acts (Attachment #2)*
2. 2 CFR 200.326 and Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (Attachment #3)
3. Current Certificate of Liability Insurance (please provide with your quote)

Please submit all questions regarding the scope of work to aclute@pinellashousing.com. All questions are due by the close of business day on October 11, 2024.

DUE DATE OF QUOTES

Quotes are due by 12:00 p.m. on Tuesday, October 29, 2024, and may be emailed or delivered to the address below:

Pinellas County Housing Authority
Attn: Jameel Barnes, Director of Procurement
11479 Ulmerton Road, Largo, FL 33778
Phone: (727) 443-7684 ext. 3027
Email: JBarnes@Pinellashousing.com



PALM LAKE VILLAGE APARTMENTS

1515 COUNTY ROAD ONE
DUNEDIN, FL 34698

Scope of work is broken down into Two Phases. Contractor to provide quotes for each phase separately and a quote for work to be completed as a whole for a total of three quotes.

Phase I – Project consists of:

- a. Exterior Painting – Refer to Attachment 2 - Exterior Painting Phasing Plan for location of buildings. Specifically, 2024 Project – Buildings Color Coded in Yellow; 37 Buildings total. Two (2) Single, eight (8) duplexes and twenty-seven (27) quadplexes.
- b. Interior Painting – Community Center Approximately 4,512 Heated Square Feet Refer to Attachment 3 Community Center Finish Plan and Schedule
- c. Seal Tilt Walls – Refer to Attachment 4 -Tilt Wall Phasing Plan for location of buildings. Specifically, 2024 Project – Buildings Color Coded in Orange; 27 Buildings total. One (1) single, six (6) duplexes, and twenty (20) quadplexes.

Phase II – Project consists of:

- d. Exterior Painting – Refer to Attachment 2 Exterior Painting Phasing Plan for location of buildings Specifically, 2025 Project – Buildings Color Coded in Orange; 35 Buildings total. Two (2) single, seven (7) duplexes and twenty-six (26) quadplexes.
- e. Seal Tilt Walls – Refer to Attachment 4 -Tilt Wall Phasing Plan for location of buildings. Specifically, 2025 Project – Buildings Color Coded in Purple. 27 Buildings total. Two (2) duplexes and twenty-five (25) quadplexes.

EXTERIOR AND INTERIOR PAINTING

A. SCOPE OF WORK:

1. The work will consist of all preparation, patching, painting, caulking of windows, finishing work and related items necessary to complete work described in these specifications and listed in the remaining pages included within this specification.
2. Work in general includes surface preparation, surface repair, caulking, sealants, patching and application of the paint coating to the substrates and systems outlined in this specification and approved by owner or owner's agent.

3. Exterior wall repair allowance of 25 square feet (SF) shall be included in the base bid and provide a separate line-item unit price in square feet for additive/deductive purposes in the event of unforeseen conditions that necessitate a change order. This is to include patching and finish texture to match existing conditions.
4. **Patio Walls.** Exterior and interior patio walls to be painted. Excluding the aluminum walls inside the patio area. There is a four (4) ft aluminum panel located near the back porch screen door that does require painting. Remainder to be pressure washed only.
5. Paint Colors:
 - a) All EXTERIOR paint colors are to be a satin finish.
 - b) Contractor shall field verify locations with owner at pre-construction conference.
 - i. Color #1: Accent squares between the windows. Duct Tile Blue SW0031.
 - ii. Color #2: Main body color. Mindful Gray SW7016.
 - iii. Color #3: Paint all building doors, gutters, downspouts, soffit, trim, fascia. Patio walls. Extra White SW7006.
 - iv. Color #4: Building numbers and unit letters. TBD
 - v. Verify color selections by painting sample color schemes on building. Sample size: 2' x 3'. Not applicable to this project.
 - vi. Refer below to page 8 section "O" *Color Schedule*. Not applicable to this project.
 - c) INTERIOR paint colors. See Attachment 3 Community Center Finish Plan Schedule
 - i. Color #1: IP-1 General Walls and Soffits. Biscuit SW6112- Latex Eggshell Finish
 - ii. Color #2: IP-1 Painted Doors. Biscuit SW6112- Latex Semigloss Finish (Note #4)
 - iii. Color #3: IP-1 Doors; Janitor Closet, Men & Women's Room. Biscuit SW6112- EpoxyPaint (Note #5)
 - iv. Color #4: IP-2 General Walls Color and Trim As Noted. Interactive Cream SW6113- Alkyd Enamel Finish
 - v. Color #5: IP-2 Painted Doors. Interactive Cream SW6113- Latex Semigloss Finish (Note #4)
 - vi. Color #6: IP-2 Doors; Janitor Closet, Men & Women's Room. Interactive Cream. SW6113- EpoxyPaint (Note #5)
 - vii. Color #7: IP-3 Accent Walls and Trim As Noted. Nomadic Desert SW6107- Latex Eggshell Finish.
6. Prior to commencement of work, contractor shall meet with owner representative(s) for a pre-construction conference.
7. Work to be completed within sixty (60) business days for each phase (Monday through Friday

8:00 am to 5:00 pm- no weekends or Federal holidays) from issuance of the Notice to Proceed.

d) Each building must be completed within five (5) business days. Multiple buildings may be worked on simultaneously unless contractor exceeds day allowance. Then, no further buildings may start painting until existing work has been completed.

8. Liquidated damages shall be assessed at one-hundred dollars (\$100.00) per day.
9. During work the units in the buildings will be occupied. The tenants are to be notified when work being performed at the building will affect them. Contractor to update Management Office forty-eight (48) hours prior to painting the consecutive building.
10. Painting Contractor shall provide two-year warranty on all labor. Material shall have a longer warranty per manufacturer specifications.
11. Contractor shall provide PCHA with a copy of all warranties and material specifications upon completion of project.
12. Contractor shall provide two (2) gallons of each paint color and type for PCHA at the end of the project.
13. Contractor shall **not** hook up any electrical tools at tenant's power sources. They must provide their own generator.
14. Contractor cannot connect to tenant's water sources but can use hose bib at laundry buildings.
15. Contractor to field verify all conditions and site prior to submitting their bid.

B. MATERIALS

1. All materials specified are from The Sherwin-Williams Company or approved equal.
 - **SuperPaint Exterior Warranted 7 years or approved equal.**
 - **SuperPaint Interior Acrylic Latex Paint 7 years or approved equal**
2. All product specifications may be substituted with an "Approved Equal". For consideration, all proposed "Approved Equal" product submittals must be included with quote. Approval of substitutions will not be given after contract award.
3. All paints shall be delivered to the job site in the original container with the manufacturer's label intact.
4. The paint shall be used and applied per label and data sheet instructions. The material shall not be thinned or modified in any way unless specified herein. Manufacturer's recommendation for proper surface preparation shall be followed. All data sheets on specified materials are available from your local Sherwin-Williams representative or www.paintdocs.com.

5. All paint and sundries at the job site shall be available for inspection at any time upon commencement of the job by the owner, owner's agent, or a paint manufacturer representative.
6. Selected paint shall be applied to multiple building materials. Any substitution must also cover all materials. If not, contractor must submit multiple specifications to meet the same requirements due to the various materials of the buildings.

C. PROTECTION OF SUBSTRATES NOT TO BE PAINTED

1. Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other methods during progress of work. The contractor will protect all adjacent areas not to be painted by taking appropriate measures. Areas to be protected are windows, surrounding lawn, trees, shrubbery, floor, and steps. Upon completion of work, he/she shall remove all paint droppings and over-spray from floors, glass, concrete, and other surfaces not specified to be painted.
2. Contractor shall repair and restore to original all new work and existing improvements that may have been damaged as a result of work included in this contract.
 - a) Contractor shall also repair any damages to landscaping and sod due to vehicles, trailers, and dumpsters.
 - b) **Contractor shall be responsible of covering parked vehicles** in the proximity of the buildings so that overspray does not damage them.

D. MINIMUM SPECIFICATIONS

1. If instructions contained in this specification, bid documents or painting schedule are at variance with the paint manufacturer's instructions or the applicable standard, and codes listed, surfaces shall be prepared and painted to suit the higher standard, as determined by paint manufacturer, the customer or management representative.

E. RESOLUTION OF CONFLICTS

1. Contractor shall be responsible for stopping work and request prompt clarification when instructions are lacking, when conflicts occur in the specifications and/or paint manufacturer's literature, or the procedures specified are not clearly understood. Any questions concerning these specifications shall be clarified prior to commencing the job. Any changes to these specifications would require written approval by paint manufacturer, the customer or customer's representative.

F. COORDINATION OF WORK

1. The general contractor and subcontractor shall be responsible for coordination of his work with the other crafts and contractors working on the same job and with the Management Company or owner.

G. SAFETY

1. All pertinent safety regulations shall be adhered to rigidly. In addition, all safety noted on the manufacturer's Product Data Sheets and labels shall be observed. Material Safety Data Sheets and Product Data Sheets are available from your local paint manufacturer store or representative.
2. Verify the existence of lead-based paints on the project. Buildings constructed after 1978 are less likely to contain lead-based paints. If lead-based paints are suspected on the project, all removal must be done in accordance with the EPA Renovation, Repair and Painting Rule or similar state regulation. Verify that owner has completed a Hazardous Material Assessment Report for the project prior to issuing of Drawings.
3. Site usage – use of the site for any construction staging or other operations shall be coordinated with PCHA. Take care not to block or adversely affect any public or adjacent owner areas, or other areas not within the construction limits.

H. JOBSITE VISITATION

The contractor shall visit the facility and become thoroughly familiar with the existing conditions and scope of work prior to bidding. It is the responsibility of the contractor and each of his subcontractors to review the entire scope of work to assure coordination of all work affecting each trade. Failure to review all contract documents for applicable items of work shall not relieve the responsible party from performing all work required.

1. The contractor shall be responsible for visiting the jobsite and familiarizing himself with the job and working conditions.
2. All work during application is subject to inspection by the owner or his representative.
3. It will be the paint contractor's responsibility to own and use a wet film thickness gauge to check his application thickness as he proceeds.
4. Contractor has responsibility for ensuring that the project specifications are followed, notwithstanding periodic visits to the project by any paint manufacturer representative.
5. Any questions concerning these specifications shall be clarified prior to commencing the job. Any changes to these specifications would require written approval of the owner, agent, or paint manufacturer representative.

I. SURFACE PREPARATION

1. Each surface shall be cleaned, scraped, sanded, and prepared as specified. The painting contractor is responsible for the finish of his work.
2. Should any surface be found unsuitable to produce a proper paint or sealant finish, the project representative shall be notified, in writing, and no materials shall be applied until the unsuitable surfaces have been made satisfactory. Commencing of work in a specific area shall be construed as acceptance of surfaces and thereafter as fit and proper to receive finish. Contractor shall be fully responsible for satisfactory work.

3. All exterior surfaces to be painted shall be pressure cleaned, scraped to remove all dirt, mildew, peeling paint, chalk and any foreign materials detrimental to the new finish (see Pressure Washing).
4. Apply caulks and sealants where appropriate. All existing underperforming caulks or sealants shall be removed and replaced with sealant as specified. Allow sealant to cure for specified time in dry weather before paint is applied. NOTE: It is recommended to apply all primers first and then apply sealant before topcoat is applied. See specified sealants section.
5. Knots and pitch streaks shall be scraped, sanded and spot primed before full priming coat is applied. All nail holes or small openings shall be patched after priming coat is applied. Any wood that is rotten, cracked, delaminated or water damaged shall be replaced. Notify Owner to have wood replaced prior to painting. **Provide line-item pricing in bid.**
6. Any loose or peeling paint shall be removed by sanding and scraping. All hard, glossy surfaces shall be sanded down to create a profile for new paint to adhere. Fill nail holes, imperfections, and cracks with putty (color to match primer). Edges, corners and raised grain shall be prepared by sanding. Apply sealants to all joints between wood items with a specified sealant.
7. All masonry surfaces shall be scraped and cleaned to remove all peeling paint, delaminated surfaces or substrates, chalk, dirt, stains, efflorescence, and other surface contaminants. These areas shall be pressure washed and scrubbed with a cleaner/degreaser solution. After cleaning if there is still chalk evident this shall be brought to the owner's attention in writing before any further work is done. Use an industry accepted patch or filler to assure a visually aesthetic finished substrate. Any masonry surface should be thoroughly tested to assure the surface pH levels are within accepted range of coating/s to be applied.
8. All galvanized gutters and flashing shall be thoroughly cleaned and sanded to remove loose and peeling paint. Any bare galvanized metal shall be wiped down with a non-petroleum solvent cleaner.
9. All ferrous metals shall be thoroughly cleaned and all loose rust or mill scale be removed by wire brush, scraper and/or power tool, such as an electric drill with wire brush attachment. Any rust spots or bare metal shall receive the specified prime coat. Any hard, glossy surfaces shall be sanded or dulled.
10. EIFS: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Remove and replace any peeling or delaminating surfaces. Replace EIFS to manufactures recommendation.

J. MOISTURE

All areas that could cause paint failure due to moisture shall be addressed and eliminated. This would include but is not limited to:

1. Gutters and downspouts not working properly.
2. Previous coats of paint not adhering properly.
3. Wood checking (cracks and splits in wood).

4. Deteriorated caulking or sealant.
5. Gaps between substrates.
6. Rotten wood.
7. Areas affected by water splashing.
8. Painting in inclement weather.
9. Painting an under substrate.
10. Uncaulked nail holes.

K. PRESSURE WASHING & SURFACE PREPARATION

1. Pressure wash or water blast to remove oil, grease, dirt, loose mill scale and loose paint by water at pressures of 2,500-3,000 P.S.I. Power tool clean per SSPC-SP3 to remove loose rust and mill scale. Hand tool clean per SSPC- SP2 and sand all glossy surfaces to promote adhesion.
2. Remove mildew per the following:
 - a. Tools: Stiff brush, garden pump sprayer or chemical injector power washer method.
 - b. Remove before painting by washing with a solution of one part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

L. APPLICATION

1. Contractor shall be responsible for notification of owner's representative before beginning work if conditions substantially exceed Scope of Work.
2. Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other method during progress of the work. Upon completion of work, he/she shall remove all paint and varnish spots from floors, glass and other surfaces. He shall remove from premises all rubbish and accumulated materials of whatever nature not caused by others and shall leave his part of work in a clean, orderly, and acceptable condition.
3. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items.
4. Cover all electrical panel box covers and doors before painting walls. Omit if covers have been previously painted.
5. Materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple. The finished paint film shall be a consistent color and sheen to provide a uniform appearance.
6. All coats shall be dry to manufacturer's instructions before applying additional coats.
7. Any masonry surface with an elevated pH level or "hot spots" shall be sealed with a suitable primer/sealer prior to application of finish coat. High pH is considered at a level of 7 pH or greater.

8. When spray painting is specified, contractor shall finish 100 square feet by spraying a sample of finish upon request of owner. This shall be finished with materials specified and shall be called a Pilot Wall.
9. Exterior doors with paintable tops, bottoms, and side edges shall be painted or sealed using the door manufacturer's paint specification and/or recommendations.
10. Building by building inspections will be made by the owner or owner representative. If requested, a paint manufacturer's representative may participate in these visits for technical consultation.
11. All repairs, replacements, and applications are to meet or exceed all manufacturers' and attached specifications.
12. Elastomeric coatings shall not be applied directly over pre-existing elastomeric coatings.
13. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance and coverage (regardless the number of coats specified).

M. WORKMANSHIP AND APPLICATION CONDITIONS

All work shall be performed in a first-class, workmanlike manner matching and aligning all surfaces, where applicable, to afford a finished and clean appearance. The contractor shall clean all surfaces and remove all dirt and refuse caused by debris from installation techniques of each trade. Adjacent existing surfaces shall be left as they appeared prior to the commencement of work under this contract.

1. Keep surface dust, dirt, and debris free before, during, and after painting, until paint is cured.
2. Execute work in accordance with label directions. Coating application shall be made in conformance to this specification and to the manufacturer's paint instruction on the labels and Product Data Sheets.
3. All work shall be accomplished by persons with the necessary skill and expertise and qualified to do the work in a competent and professional manner.
4. All shrubbery, outside carpeting and sprinkler systems shall be fully protected against damage during each stage of the painting project.
5. Any potentially hazardous substrate shall be reviewed with owner and owner's agent. All necessary safety precautions must be fully taken to ensure worker's safety.
6. All exterior substrates designated not to receive paint coatings shall be kept free of paint residue, i.e., windows, outdoor carpeting, walkways, etc.
7. Normal safety and "wet paint" signs, necessary lighting, and temporary roping off around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress.

8. A weekly progress meeting will be required between project manager and contractor. A painting schedule shall be furnished by the contractor to the owner for approval and shall be based on the contract completion date. Contractor shall advise the owner of those areas in which work is to be performed sufficiently in advance of the work schedule to permit the owner to prepare for the work, advise residents, move vehicles, etc.
9. Do not paint over any code required labels or any equipment identification, performance rating, name, or nomenclature plates.
10. Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, surface shall be covered by additional coats until paint film is of uniform finish, color, appearance, and coverage (regardless of number of coats specified).
11. Cleaning During Construction: Remove waste materials, rubbish, and debris daily from the site and legally dispose of it at public or private dumping areas, off the job site.

N. WEATHER

1. All materials are to be applied in accordance with the product data page with regard to weather conditions. Stop exterior work early enough in the day to permit paint film to set up before condensation caused by night temperature drops occurs.
2. Do not begin painting until surfaces are moisture free.

O. COLOR SCHEDULE – NOT APPLICABLE TO THIS PROJECT

1. To be selected and approved by owners.
2. Awarded painting contractor will paint selected color options on existing wall for owner to verify selection. This may include two rounds of three-color schemes. Sample size: 2' x 3'.
3. Note: Color schemes currently under consideration are in the gray and beige color palates.

P. RECOMMENDED COATINGS SYSTEMS

Surface preparation, application methods, spreading rates, and wet and dry film thicknesses will be determined by the attached specifications and our Material Safety Data Sheets.

All surface contamination, such as mildew, chalk, grease, dirt, grime, rust, efflorescence, old loose peeling paint, rotten wood, and hard glossy surfaces, needs to be removed by pressure washing, prep work and hand tool clean, before a new coating system can be applied. Be sure to read and follow the Data Sheets before application.

1. Minimum Recommended Surface Preparation

SSPC-SP1: Remove all oil, grease, chalk, and other surface contamination

SSPC-SP2: Remove all rotten wood, peeling paint, and rust

Surface Cleaner: Krud Kutter Wash Cleaner or equivalent non-residue surface cleaner

Sealant: Concrete and Masonry Elastomeric Patching Material and Stampede Urethane Sealant, or approved equal

2. Caulks and Sealants

I. Execution

- A. Do not begin application of caulk or sealants until substrates have been properly prepared. Notify owner of unsatisfactory conditions before proceeding.
- B. Proceed with work only after conditions have been corrected, and approved by all parties, otherwise application of caulks and sealants will be considered as an acceptance of surface conditions.

II. Surface Preparation

- A. Clean all joints by removing any foreign matter or contaminants that would impede adhesion of the sealant to the building material. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- B. Porous materials are usually treated by mechanical means and nonporous surfaces by a solvent wipe that is compatible with the building substrate being used. Note: For porous surfaces, the use of detergent or soap and water is NOT recommended.
- C. Existing sealants intended to be painted shall be tested to assure coatings will fully adhere. Silicone sealants cannot be painted unless tested and approved by paint manufacturer and Owner.
- D. Priming: When required, apply a primer. Do NOT allow it to pool or puddle.
- E. Install backup materials as required to ensure that the recommended depth is regulated when using the backup material.
- F. No exterior caulking should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions.

III. Installation

- A. Apply all caulks and sealants with manufacturer specifications in mind.
- B. Do not apply to wet or damp surfaces.
 - 1. Wait at least 30 days before applying to new concrete or masonry or follow manufacturer's procedures to apply appropriate sealants prior to 30 days.
 - 2. Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply sealants using methods recommended by manufacturer.
- D. Uniformly apply caulks and sealants without skips, voids, or sags. Tool bead to a consistent, smooth surface.

IV. PVC, Plastic, and Wood:

- 1. Exterior Acrylic Latex:
SHER-MAX ULTRA Urethanized Elastomeric Sealant or approved equal.

- V. Concrete: Vertical Applications
1. Exterior Polyurethane:
Sherwin-Williams Loxon H-1 One Component Polyurethane/Silicone Hybrid Alternate Acrylic Latex: SHER-MAX ULTRA Urethanized Elastomeric Sealant or approved equal.
- VI. Gaps: Window and Door Frames
1. Interior/Exterior Insulating Foam:
Sherwin-Williams STOP GAP Minimal Expanding Insulating Foam or approved equal.
- VII. Gaps: Large Areas
1. Interior/Exterior Insulating Foam:
Sherwin-Williams STOP GAP! Triple Expanding Insulating Foam or approved equal.
- VIII. Glass: Glazing
1. Exterior Latex:
Sherwin-Williams White Lightning Window & Door Siliconized Acrylic Latex Glazing Compound or approved equal.
- IX. Glass: Non-Structural Sealing
1. Exterior:
Sherwin-Williams White Lightning All Purpose Silicone Ultra or approved equal.
- X. Metal: Ferrous and Non-Ferrous
1. Exterior Polyurethane:
Sherwin-Williams Loxon H-1 One Component Polyurethane/Silicone Hybrid or approved equal.

Q. PAINT AND COATINGS SYSTEMS

**Additional coats of paint may be required depending on the selection of colors, substrate conditions, and application procedures. Painters/GC must bid accordingly. **

1. Crack Repair at Stucco Masonry Surfaces

Identify all cracks in the existing substrates and repair per manufacturer's recommendation.

A. For hairline cracks 1/16 inch or less wide — seal with Sherwin-Williams Concrete and Masonry Elastomeric Patching Compound (smooth or textured) or approved equal.

B. For cracks 1/16-3/5 inch, route the crack open to a uniform size by mechanical methods. Clean out crack with water and allow to completely dry. Seal with Sherwin-Williams Concrete and Masonry Elastomeric Patching Compound (smooth or textured) or approved equal.

C. For cracks deeper than 1/2" or wider than 1/4", backer rods shall be used to fill the gap and to eliminate three-point adhesions. See data sheet for additional information.

D. Contractor to coordinate owner and paint manufacturer's representative inspection to verify all cracks have been repaired prior to painting over surfaces.

2. Stucco and Other Masonry Surfaces

Pre-Treatment: Pressure clean, fungicide and rinse clean (minimum 2,500 PSI)

Pre-Treatment: Remove all loose, flaking and bubbled paint

Pre-Treatment: Inspect all wall intrusions/penetrations and caulk joints

Pre-Treatment: Remove and repair all sealants as necessary

Prime Coat: Loxon Conditioner (A24 Series) (applied 200-200 SF per gallon) or approved equal

Note: Stucco, brick or other masonry surfaces with a pH level above 9 shall be primed with Loxon Concrete & Masonry Primer (A24W8300) or approved equal

Finish Coat: SuperPaint Exterior Acrylic Satin Finish (A89 Series) (4 mils WFT or 1.5 mils DFT) or approved equal

Note: If new block fill with Loxon Block Surfacer (A24 Series) or approved equal

Note: Rough sawn wood surfaces must be back-rolled to ensure proper adhesion and a smooth final appearance.

3. Aluminum Soffit, Gutters, and Downspouts

Pre-Treatment: Pressure clean, fungicide and rinse clean (minimum 2,500 PSI)

Pre-Treatment: Remove all loose, flaking, and bubbled paint

Note: Gutters shall be cleaned inside and out and working prior to painting.

Prime Coat: Pro Industrial Pro-Cryl (B66-310 Series) (5-10 mils WFT or 2-4 mils DFT) or approved equal

Finish Coat: Resilience Acrylic Exterior Latex Satin Finish (K43 Series) (4 mils WFT or 1.5 mils DFT) or SuperPaint Exterior Acrylic Satin Finish (A89 Series) (4 mils WFT or 1.5 mils DFT) or approved equal

4. Metal Doors

Pre-Treatment: Pressure Clean, fungicide & rinse clean (minimum 2,500 PSI)

Pre-Treatment: Remove all loose, flaking, and bubbled paint

Prime Coat: Pro-Cryl Universal Metal Primer (B66-1300 Series) (5-10 mils WFT or 2-4 mils DFT)

Finish Coat: Sher-Cryl High Performance Acrylic Semi-Gloss Finish (B66-350 Series) (6-10 mils WFT or 2.2 – 3.7 mils DFT)

5. Interior Walls (Community Center) (Drywall)

Spot-Prime: ProBlock Latex Primer (B51W620)

Finish Coat: Promar 400 Semi-Gloss Finish (B31-4650 Series)

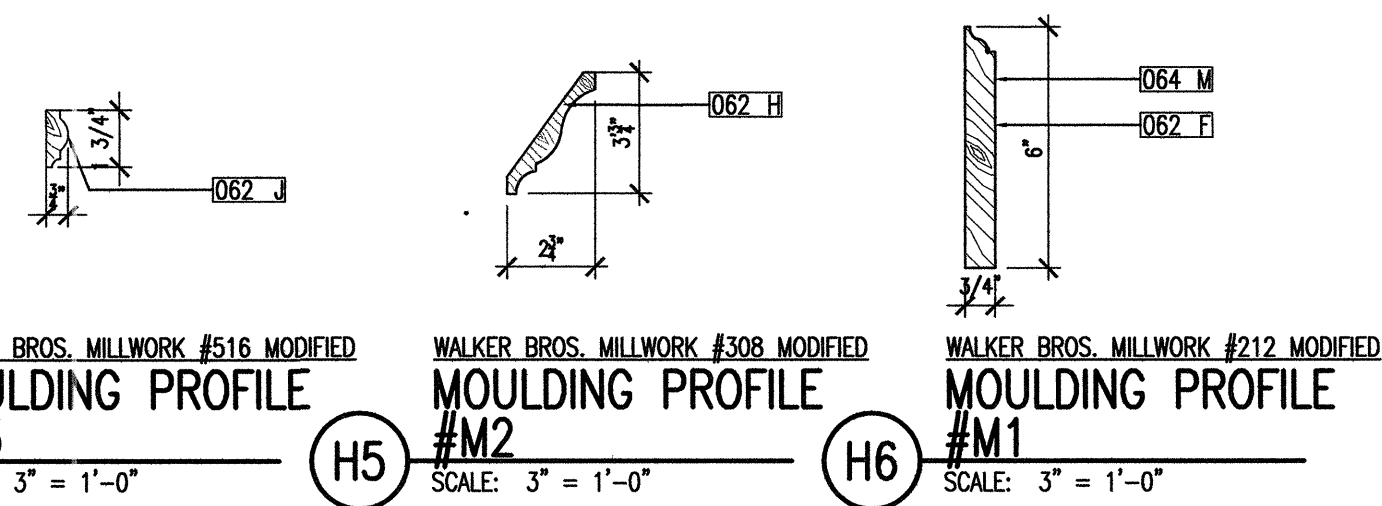
WATERPROOF/SEAL BASE OF TILT WALLS

I. Scope Of Work:

1. Contractor shall waterproof the base of the wall and foundation to seal connection and prevent water intrusion.
 - a. Open dig approximately six inch (6") trench around perimeter of building.
 - b. Work shall include surface preparation/cleaning of wall and foundation below grade.
 - c. Supply and install elastomeric caulk along wall/foundation joint.
 - d. Supply and install **Henry 787** (or approved equal) at and below the grade line.
 - e. Trench to be filled back-in within five (5) business days.
 - f. Caution tape and/or cones shall be set up to warn residents of trip hazard.
2. Include all material and labor to complete scope of work.
3. Area to be backfilled after sealants are applied.
4. Each contractor crew to verify locations of underground water lines with onsite maintenance supervisor prior to beginning.

II. General Notes:

1. Workdays and times to be 8:00 am to 5:00 pm Monday thru Friday. No weekends or Federal holidays.
2. The contractor shall visit the facility and become thoroughly familiar with the existing conditions and scope of work prior to bidding. Field verify all dimensions.
3. Damages to surrounding areas: Contractor shall repair and/or replace any surrounding areas or items damaged while performing the scope of work.
4. Cleaning: Contractor shall leave all work areas clean at the end of each day. All construction debris shall be hauled off and disposed of offsite.
5. Fees & related costs: All required permit fees and associated costs shall be included in contractor's bid.
6. Prior to commencement of work, contractor shall meet with owner's representative for a pre-construction meeting.
7. Job duration: Job to be completed within eighty (80) business days for each phase from the issuance of the Notice to Proceed.
 - a. Each building shall be completed within five (5) business days.
 - b. Extensions may be made for weather conditions.
8. Liquidated damages: Shall be assessed at \$100.00 per day.
9. Warranty: One year warranty on labor and material.
10. Site usage – use of the site for any construction staging or other operations shall be coordinated with PCHA. Take care not to block or adversely affect any public or adjacent owner areas, or other areas not within the construction limits.



WALKER BROS. MILLWORK #516 MODIFIED
MOULDING PROFILE #M3
 SCALE: 3" = 1'-0"

WALKER BROS. MILLWORK #308 MODIFIED
MOULDING PROFILE #M2
 SCALE: 3" = 1'-0"

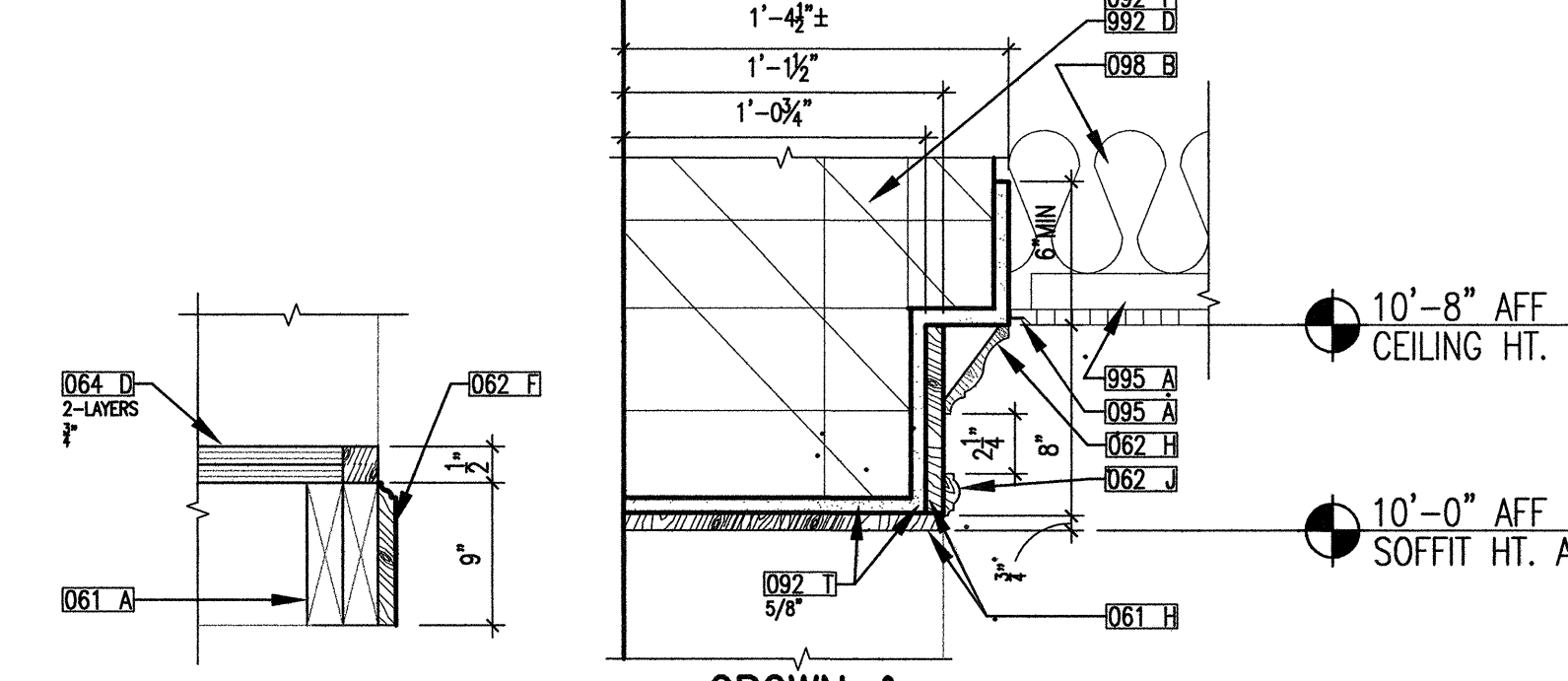
WALKER BROS. MILLWORK #212 MODIFIED
MOULDING PROFILE #M1
 SCALE: 3" = 1'-0"

ROOM #	ROOM NAME	FLOOR FINISH	BASE	WALLS				CEIL.	REMARKS
				A	B	C	D		
101	MAIN HALL	CC-1, CC-2, CC-3	WB-1	IP-1	WT-1/ IP-1	IP-1	WT-1/ IP-1	APC-1	TRIM: IP-2, SEE NOTE #7
102	GAME ROOM	CC-1, CC-2, CC-3	WB-1	WT-1/ IP-1	IP-1	IP-1	WT-1/ IP-3	APC-1	TRIM: IP-2, SEE NOTE #7
103	LIBRARY	CC-2	WB-1	WT-1/ IP-1	IP-1	IP-1	---	APC-1	TRIM: IP-2, SEE NOTE #7
104	KITCHEN	CC-2	WB-1	IP-2	IP-2	IP-2	IP-2	APC-1	COUNTERTOPS SS-1, TRIM IP-3, CABINETS PL-1, SEE NOTE #5
104A	JAN. CLOSET	CC-2	WB-1	IP-2	IP-2	IP-2	IP-2	APC-1	TRIM: IP-3, SEE NOTE #5
105	PANTRY	CC-2	WB-1	IP-2	IP-2	IP-2	IP-2	APC-1	TRIM: IP-3
106	LAUNDRY	CC-2	WB-1	IP-2	WT-1/ IP-2	IP-2	IP-2	APC-1	"FOLDING" TABLE PL-2 (ALL SIDES), SEE NOTE #5, TRIM IP-3
107	ADA RESTROOM	CT-1	B-1	CT-1, IP-2	CT-1, IP-2	CT-1, IP-2	CT-1, IP-2	APC-1	TRIM: IP-3, SEE NOTE #5
108	HALL	CT-1	B-1	IP-2	WT-1/ IP-2	IP-2	IP-2	APC-1	TRIM: IP-3, SEE NOTES #5 & 7
108A	JAN. CLOSET	CT-1	B-1	IP-2	IP-2	IP-2	IP-2	APC-1	TRIM: IP-3, SEE NOTE #5
109	MEN'S RESTROOM	CT-1	B-1	CT-2, IP-2	WT-1/ IP-2, CT-2, IP-2	CT-2, IP-2	CT-2, IP-2	APC-1	COUNTERTOPS SS-1, TRIM IP-3, CABINETS PL-1, SEE NOTE #5
110	WOMEN'S RESTROOM	CT-1	B-1	CT-2, IP-2	CT-2, IP-2	CT-2, IP-2	CT-2, IP-2	APC-1	COUNTERTOPS SS-1, TRIM IP-3, CABINETS PL-1, SEE NOTE #5
111	STORAGE	CC-2	WB-1	IP-1	IP-1	IP-1	IP-1	APC-1	TRIM: IP-2
112	OFFICE	CC-2	WB-1	IP-1	IP-1	IP-1	WT-1/ IP-1	APC-1	TRIM: IP-2
113	STORAGE	CC-2	WB-1	IP-1	IP-1	IP-1	IP-1	APC-1	TRIM: IP-2, (5) 12" D. WHITE EPOXY COATED WIRE SHELVES SPACED EVENLY TO 6'-0" A.F.F.
114	MECHANICAL	EXPOSED CONCRETE	WB-1	IP-1	IP-1	IP-1	IP-1	EXPOSED	TRIM: IP-2

FINISH SCHEDULE NOTES:

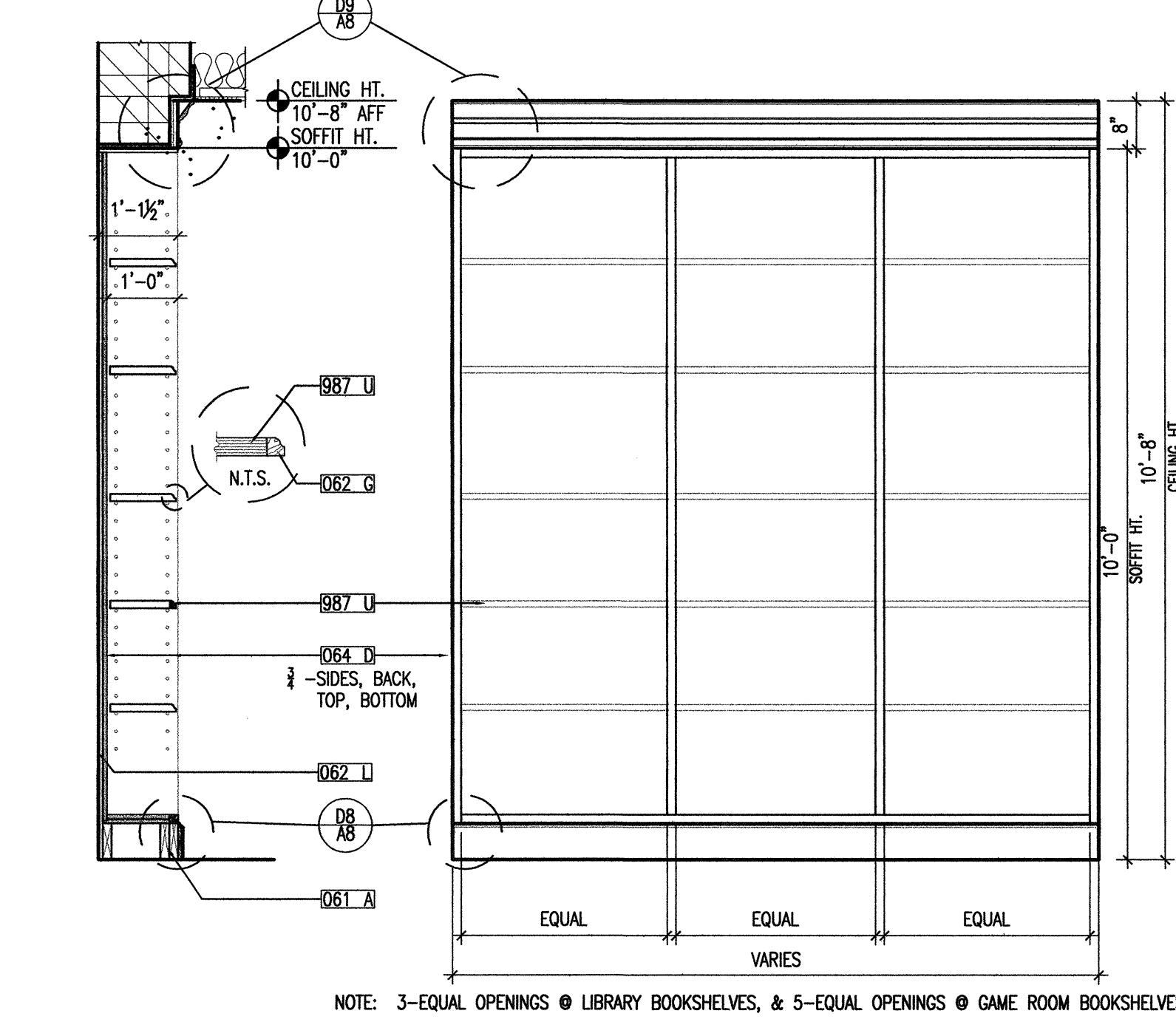
- (1) ALL CASEWORK: COUNTERTOPS: SS-1; CABINETS: PL-1, U.O.
- (2) ALL SOFFITS/ FURRED DOWN FASCIAS AND GYP. BD. CEILINGS: IP-1
- (3) ALL EXISTING DECORATIVE WALL DETAILS & TRIM TO BE PAINTED IP-1 EGG-SHELL FINISH U.O.N.
- (4) ALL S.C. WOOD DOORS: PL-1 - ALL H.M. DOORS: IP-1 - ALL DOOR FRAMES: IP-1
- (5) LEVEL 5 EXTRA SMOOTH GYP. BD. FINISH, "LEVEL COAT," BY MAGNUM PRODUCTS, ON ALL WALLS RECEIVING EPOXY PAINT
- (6) ALL WALLS TO BE IP-1 UNLESS NOTED OTHERWISE
- (7) ALL DOOR SIDE-LITES OVER 12"W. SHALL RECEIVE HORIZONTAL WINDOW BLINDS WT-1.
- (8) USE FLOORING JOINER/TRANSITION STRIP J-1 WHERE SHEET FLOORING MEETS CERAMIC TILE. G.C. TO VERIFY THICKNESSES OF SHEET FLOORING & CERAMIC TILE BEFORE ORDER TRANSITION STRIP.

CONTRACTOR SHALL PREPARE ALL SURFACES TO RECEIVE ABOVE FINISHES & INSTALL ALL ACCORDING TO MANUFACTURERS RECOMMENDATIONS.



D8 BASE DETAIL
 SCALE: 1 1/2" = 1'-0"

D9 CROWN & SOFFIT DETAIL
 SCALE: 1 1/2" = 1'-0"

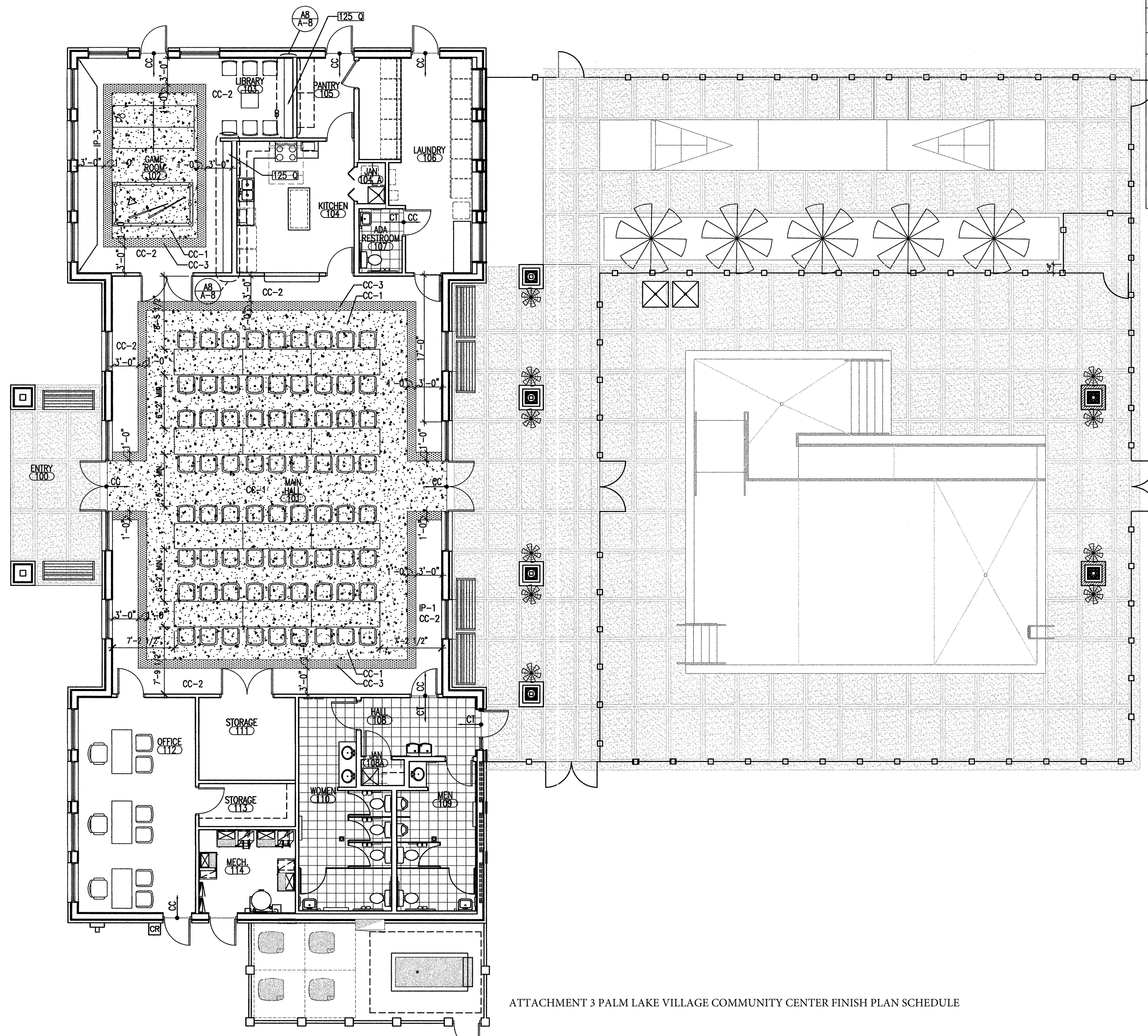


A8 BOOK SHELVES
 SCALE: 1/2" = 1'-0"

NOTE: 3-EQUAL OPENINGS @ LIBRARY BOOKSHELVES, & 5-EQUAL OPENINGS @ GAME ROOM BOOKSHELVES

FINISH KEYNOTES

- 081 A WOOD BLOCKING AS NEEDED
- 081 D DIMENSIONAL LUMBER
- 081 T DIMENSIONAL HARDWOOD - STAINED ST-1
- 082 F WOOD BASE MOULDINGS - M1, STAINED ST-1 @ BOOK SHELVES; PAINTED @ WALLS
- 082 G SOLID HARDWOOD OGEE EDGE, STAINED ST-1
- 082 H WOOD CROWN MOULDING - M2, STAINED ST-1
- 082 J WOOD PANEL MOULDING - M3, STAINED ST-1
- 082 L LINE OF FALSE BACK
- 084 B PLASTIC -LAMINATE-CLAD ARCHITECTURAL CABINET (N.I.C.)
- PL-1 NEVAMAR, HORIZONTAL GRADE (VERTICAL GRADE FOR CABINET DOORS)
 COLOR: "TANGER ANGRE" #WAO002E
 (BASE & OVERHEAD CABINETS)
- PL-2 WILSONART LAMINATE, HORIZONTAL GRADE
 COLOR: "BEIGE" #1530-60
 (ALL SURFACES OF "FOLDING" TABLE)
- 084 D WOOD VENEER-FACED PANELING, STAINED ST-1
- 084 M WOOD BASE MOULDING PROFILE #M1, PAINTED
- WB-1 WALKER BROS. MILLWORK, MOULDING PROFILE #M1 PAINTED
- 082 F NON-STRUCTURAL METAL STUD FRAMING
- 082 T GYPSUM BOARD
- 083 F GLAZED PORCELAIN TILE
- CT-1 FLOOR TILE: DALTILE 13"x13"
 STYLE: CANALETTO
 COLOR: "NOCE" #CNO2
- CT-2 WALL TILE: DALTILE CANALETTO 3"x3"
 STYLE: CANALETTO
 COLOR: "NOCE" #CNO2
- CT-3 BULLNOSE TILE: DALTILE CANALETTO 3"x13"
 STYLE: CANALETTO
 COLOR: "NOCE" #CNO2
- G-1 GROUT: BONSAL SANDED FLOOR GROUT.
 COLOR: "SUMMER WHEAT"
- B-1 BASE TILE: DALTILE 6"x13" SANITARY COVE BASE
 STYLE: CANALETTO
 COLOR: "NOCE" #CNO2
- 084 J FLOORING JOINER/TRANSITION STRIP FOR SHEET FLOORING TO CERAMIC TILE:
- J-1 SCHLITZER "REMO" AEU 80, SATIN ANODIZED ALUMINIUM TRANSITION STRIP
- 085 A ACOUSTICAL PANEL CEILING
- APC-1 ARMSTRONG CEILING, CIRRS 24"x24"x3/4" BEVELED REGULAR LAY-IN FOR PRELUDE 15/16" EXPOSED TEE GRID.
 COLOR: #584 WHITE
- 086 N RESILIENT BASE
- B-2 BASE: FLEXCO COVE BASE, (@ BASE OF CABINETS ONLY)
 COLOR: "CAFFUCCINO" #065
- 086 T MARMOLEUM FLOORING
 MANUF: FORBO LINOLEUM, INC.
- CC-1 STYLE: "DUAL" 79" W., (ROLLED PRODUCT)
 COLOR: "BARLEY" #707
- CC-2 STYLE: "DUAL" 79" W., (ROLLED PRODUCT)
 COLOR: "SANDSTONE" #779
- CC-3 STYLE: "DUAL" 79" W., (ROLLED PRODUCT)
 COLOR: "CHARCOAL" #614
 (12" BORDER)
- 088 B ACOUSTICAL BLANKET INSULATION
- 089 A EXTERIOR PAINT
 TEX-COTE "COOL-WALL SYSTEM", ELASTOMERIC PAINT TO MATCH SHERWIN-WILLIAMS PAINT.
 COLOR: T.B.D.
- 089 B INTERIOR PAINT
 SHERWIN-WILLIAMS PAINTS
- IP-1 GENERAL WALLS / SOFFITS
 COLOR: #5W6112 "BISCUIT"
 (GENERAL WALLS (U.O.N.) SOFFITS, W/ LATEX EGG-SHELL FINISH. ALL PAINTED DOORS PER DOOR SCHEDULE W/ LATEX SEMIGLOSS FINISH (NOTE #4) - EPOXY PAINT IN THE MEN & WOMEN'S ROOM & JANITOR'S CLOSET (NOTE #5)
- IP-2 GENERAL WALL COLOR & TRIM AS NOTED:
 COLOR: #5W6113 "INTERACTIVE CREAM"
 (ALKYD ENAMEL FINISH. ALL PAINTED DOORS PER DOOR SCHEDULE W/ LATEX SEMIGLOSS FINISH (NOTE #4) - EPOXY PAINT IN THE MEN & WOMEN'S ROOM & JANITOR'S CLOSET (NOTE #5)
- IP-3 ACCENT WALLS & TRIM AS NOTED:
 COLOR: #5W6107 "NOMADIC DESERT" (LATEX EGG-SHELL FINISH).
- 089 C INTERIOR STAIN:
 ST-1 TO MATCH HORIZONTAL WINDOW BLINDS, W/ POLYURETHANE SATIN SHEEN FINISH. SUBMIT SAMPLE TO ARCHITECT FOR APPROVAL
- 122 A HORIZONTAL WINDOW BLINDS
 W-1 MANUF: GRABER, 2" FAUX WOOD
 STYLE: "LAKE FOREST" SERIES W/ "ELOQUENCE" STANDARD VALANCE
 COLOR: CHERRY - 2" / #5655
 (STANDARD VALANCE & HORIZONTAL BLINDS)
- 123 F SOLID SURFACE COUNTERTOP
 SS-1 ZODIAC SOLID SURFACE MATERIAL, 3 CM SLAB
 COLOR: "SMOKEY TOPAZ"
 (KITCHEN & BATHROOM COUNTERTOPS)
- 125 Q BOOKSHELVES
- 087 U ADJUSTABLE SHELVES - 1" WOOD VENEER PLYWOOD W/ HARDWOOD OGEE EDGE MOULDING #M4 STAINED ST-1 - METAL PEGS W/STANDARD HOLES DRILLED INTO CABINET
- 082 D SECURE TO STRUCTURE ABOVE
- 085 A RABBET CUT EDGES OF CEILING PANELS



ATTACHMENT 3 PALM LAKE VILLAGE COMMUNITY CENTER FINISH PLAN SCHEDULE

A1 FINISH PLAN
 SCALE: 1/8" = 1'-0"

THE DESIGN AND CONCEPTS DEPICTED HEREWTH ARE THE SOLE PROPERTY OF ROBERT REID WEDDING ARCHITECTS & PLANNERS, AIA, INC. NO REPRODUCTION, REVISIONS OR REUSE OF THIS DRAWING IS AUTHORIZED WITHOUT SPECIFIC WRITTEN PERMISSION. ALL RIGHTS RESERVED.

consultant

drawn by:

Robert Reid Wedding Architects & Planners, AIA, Inc.
 1515 COUNTY ROAD 1
 DUNEDIN, FL 34698
 221 Commercial Blvd., Suite 202 • Landdale By-the-Sea, FL 33508 • (854) 482-9980

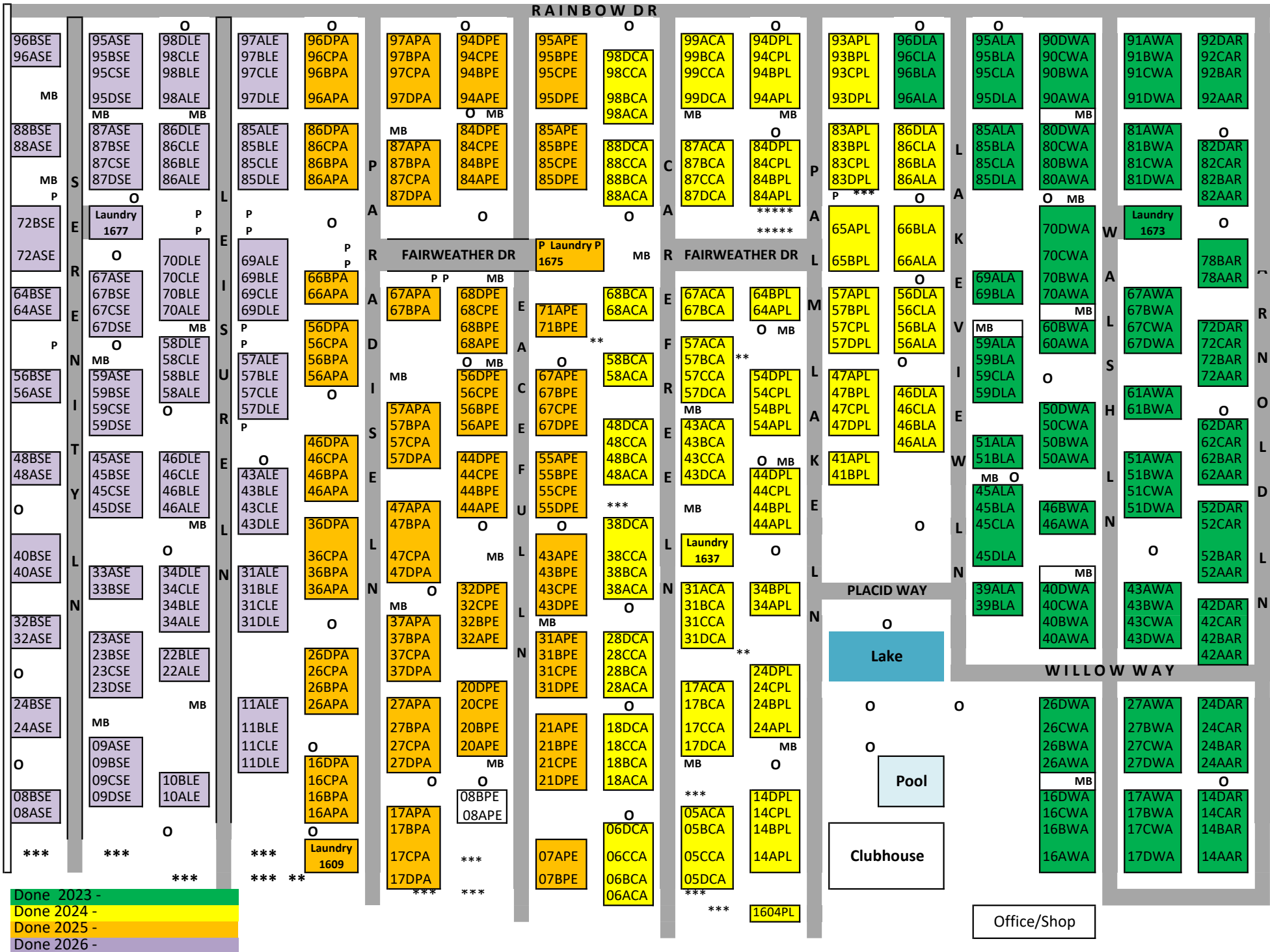
PINELLAS COUNTY HOUSING AUTHORITY
 PALM LAKE VILLAGE

commission number 27-52

date	description
03/11/08	FINAL DRAWINGS
04/08/08	REV. 1 BLDG COMM. CORRECTIONS

sheet no. A-8

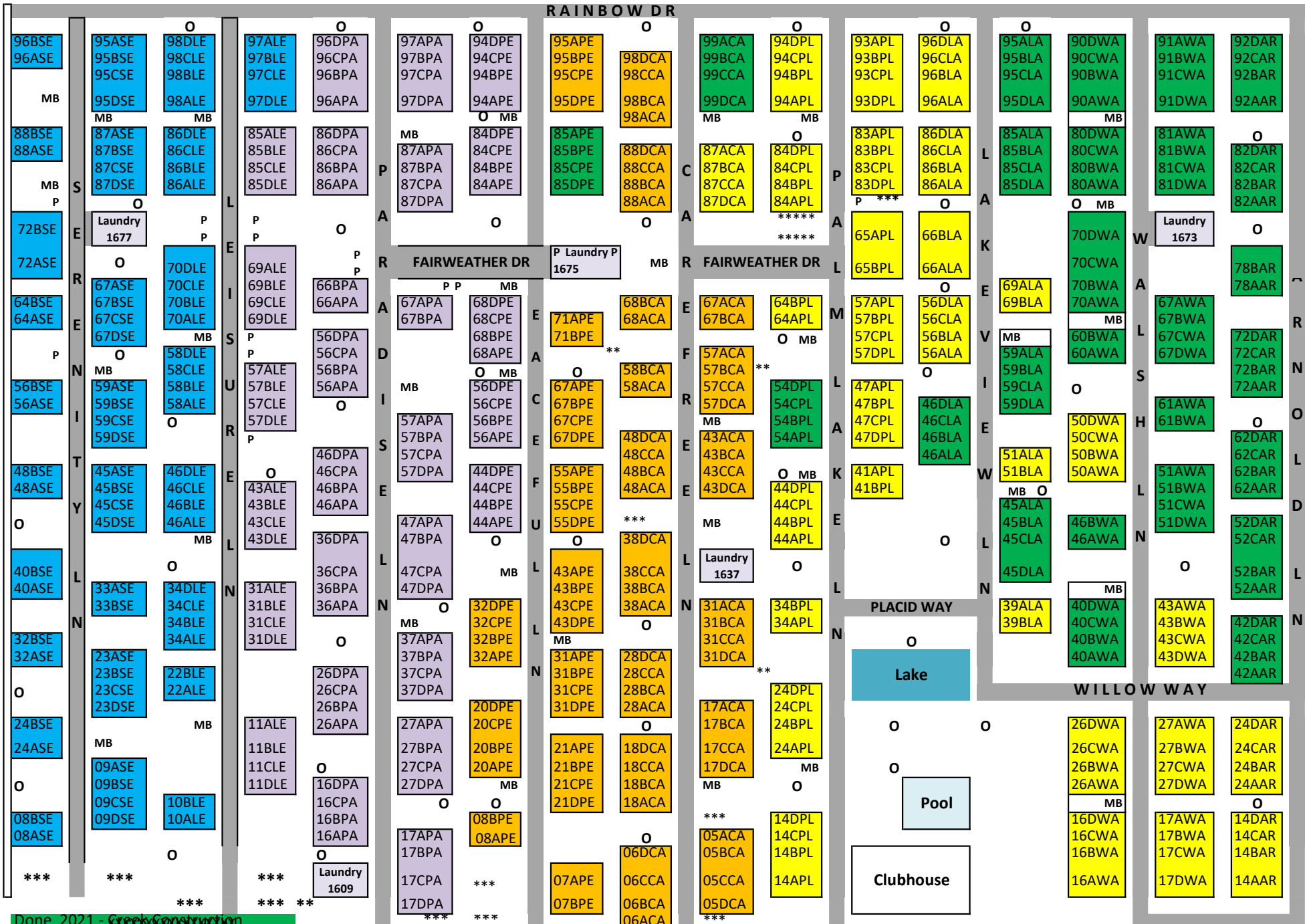
PALM LAKE VILLAGE



Done 2023 -
 Done 2024 -
 Done 2025 -
 Done 2026 -

ATTACHMENT 2 - EXTERIOR PAINTING PHASING PLAN

PALM LAKE VILLAGE



Done 2021 - Creek Construction
 Done 2022 -
 Done 2024 -
 Done 2025 -
 Done 2026 -

TILT WALLS

ATTACHMENT 4 - TILT WALL PHASING PLAN

General Contract Conditions for Small Construction/Development Contracts

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

See Page 7 for Burden Statement

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

1. Definitions

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

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

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

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

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

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 500,000 [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 \$ 500,000 [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

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

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
 - (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.
- (f) The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. Labor Standards - Davis-Bacon and Related

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

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

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classifications(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

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

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(v) Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

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

advance, or guarantee of funds until such violations have ceased.

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

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

(B) A contracting agency for its procurement costs;

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

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

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

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

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

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

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

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

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

(4) *Apprentices and equal employment opportunity—*(i) *Apprentices—*(A) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has

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

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

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

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

(ii) *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

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

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

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

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

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

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

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

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b) (1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5 (b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

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

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

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

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S.

trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

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

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

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

3901-3907. (4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the

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

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

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

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

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

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

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

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

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

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

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Part 200, Appendix II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.