



315 East 5<sup>th</sup> St. La Junta, CO 81050

**REQUEST FOR PROPOSALS  
DESIGN BUILD A/C Units for La Junta Housing Authority**

**VOLUME I OF II**

**IMPORTANT DATES**

<b>Issue Date:</b>	<b>January 31, 2025</b>
<b>Mandatory Site Walk:</b>	<b>February 12, 2025, 1 p.m. MTN</b>
<b>Last Date for Written Questions:</b>	<b>February 14, 2025, 5 p.m. MTN</b>
<b>Deadline for Submission:</b>	<b>February 27, 2025, 1 p.m. MTN</b>

**SUBJECT: Request for Proposals No. HA-2025  
Design Build Project La Junta Housing Authority for the A/C Units**

Interest Parties:

The La Junta Housing Authority (“LJHA”) issues a Request for Proposal HA-2025 (“RFP”) from contractors for A/C Units at La Junta Housing Authority Facilities located at the following site: 315 East 5th Street, La Junta, Colorado. The work involves installing new A/C units in 30 occupied units, including power and all other necessary work to ensure their complete installation. Complete installation of AC on two additional occupied units with operational furnaces. In addition to the base scope, the work includes replacing 32 single-gang electrical receptacles with GFCI electrical receptacles.

**ALL ADDENDA AND NOTICES RELATED TO THIS SOLICITATION WILL BE ROUTED TO THE LA JUNTA HOUSING AUTHORITY WEBSITE AT: <https://lajuntahousing.org/>**

**VOLUME 2 - Technical Bid Package will be provided to bidders during the mandatory site walk.**

The job site and/or existing building will be available for a mandatory site walk on **2/12/25 at 1:00 p.m. at 315 East 5th Street, La Junta, Colorado, USA.**

Prospective bidders should meet at the Club House at the designated time and sign in. Only those contractors who record attendance at the mandatory site visit will be considered qualified bidders.

**Proposals must be received at the La Junta Housing Authority, Property Management Division, 315 East 5th Street La Junta, Colorado, no later than 1 p.m. (Mountain Standard Time) on 2/27/2025.**

**Bids are subject to Federal Law.**

Please contact Diane McAtee, Contracting Officer at: [ljhous@yahoo.com](mailto:ljhous@yahoo.com), if you have questions concerning this solicitation. Your interest and participation are greatly appreciated.

Sincerely,

Diane McAtee  
Executive Director  
Contracting Officer

**LA JUNTA HOUSING AUTHORITY  
REQUEST FOR PROPOSALS**

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**LA JUNTA HOUSING AUTHORITY  
REQUEST FOR PROPOSALS  
VOLUME I OF II**

**I. INTRODUCTION**

**A. Profile**

The La Junta Housing Authority (“LJHA”) is charged with providing the largest supply of quality affordable housing to residents of Otero County and the City of La Junta.

LJHA’s funds are derived from five main sources: HUD’s annual operating subsidy, HUD’s annual public housing Capital Fund, Section 8 rental subsidies, rents from LJHA’s public housing units, and other public (federal and non-federal) and private sources.

**B. Purpose**

LJHA issues this Request for Proposals (“RFP”) to procure one or more qualified contractors to Design the installation of A/C Units at LJHA’s property located at 315 East 5th Street, La Junta, Colorado, collectively referred to herein as the “**site**.”

The work involves installing new A/C units in 32 occupied units, including power and all other necessary work to ensure their complete installation. In addition to the base scope, the work includes replacing 32 single-gang electrical receptacles with GFCI electrical receptacles.

A complete description of the Work is more fully described in the Scope of Work attached hereto as Exhibit A and in the Exhibits at Volume II of this RFP, which will be provided to prospective bidders during the mandatory site walk and are incorporated herein by this reference.

The project work will be paid for using federal Capital Improvement Grant Funding awarded to the LJHA for the development, financing, and modernization of public housing developments and for management improvements.

LJHA is procuring the Work using the procedures for competitive proposals authorized by LJHA’s Procurement Policy and in compliance with 2 CFR at Part 200, particularly the procurement standards at sections 200.318 through 200.327 as required for receipt of the project’s CFP funds. The Public Housing Capital Fund Program Final Rule was published in the *Federal Register* on October 24, 2013 (Docket No. 5236-F-02)

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**C. Project Breakdown**

This solicitation is divided into the following projects:

Type	Description	HVAC Unit Quantity	PROJECT DESCRIPTION
Type A	8-Plex 1BR Unit with Exterior Wall Location	18	Installation of a new wall-mounted A/C unit on an exterior wall in the living room of each unit, including electrical and all other work required to make the new A/C unit operational and return the housing unit to its pre-work conditions.
Type B	8-Plex 1BR Unit without Exterior Wall Location	6	Installation of a new A/C unit in the living room of each unit, including electrical and all other work required to make the new A/C unit operational and return the housing unit to its pre-work conditions.
Type C	4-Plex 1BR Unit with Exterior Wall Location	4	Installation of a new wall-mounted A/C unit on an exterior wall in the living room of each unit, including electrical and all other work required to make the new A/C unit operational and return the housing unit to its pre-work conditions.
Type D	Duplex	2	Completion of systems with operational furnaces instead of boilers needs to have coils, including electrical and all other work required to make A/C units operational and return the housing unit to its pre-work conditions.
Type E	Duplex	2	Installation of a new wall-mounted A/C unit on an exterior wall in the living room of each unit, including electrical and all other work required to make the new A/C unit operational and return the housing unit to its pre-work conditions.
GFCI	Replace an outlet in each housing unit.	32 outlets	Replace one single gang electrical receptacle with a single gang GFCI receptacle in the same location

**II. GENERAL INFORMATION**

**A. Contracts Administrator**

The Contract Administrator for this Request for Proposals (“RFP”) is the Contracting Officer **Diane McAtee**. Questions concerning this RFP may only be directed to Diane McAtee, via email at: [ljhous@yahoo.com](mailto:ljhous@yahoo.com).

No contact regarding this RFP is permitted between providers submitting proposals and members of the Evaluation Panel or LJHA staff after issuance of the RFP, except for the Contracts Administrator identified above. Any such contact may disqualify a business from further consideration. Requests for clarification are permitted provided such requests are made through the Contracts Administrator.

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**B. Site Visits**

**Please note, that the mandatory site visit will occur on 2/12/25 at 1 p.m.** Please RSVP with Diane McAtee at: [ljhous@yahoo.com](mailto:ljhous@yahoo.com) one (1) day in advance of the site visit date. Only those contractors who record attendance at the mandatory site visit will be considered qualified bidders. Prospective bidders should meet at the Club House at the designated time and sign in. Only those contractors who record attendance at the mandatory site visit will be considered qualified bidders.

**C. Deadline for Submission of Written Questions and Requests for Information**

Questions and Requests for Information (RFIs) regarding this RFP **must** be submitted electronically (i.e., via email) and received by Diane McAtee, Contracting Officer, at: [ljhous@yahoo.com](mailto:ljhous@yahoo.com) no later than **5 p.m. on February 14, 2025**. LJHA is not obligated to respond to questions or RFIs received after the above-specified deadline or submitted in a manner other than as instructed above. LJHA will only respond to questions and RFI that are relevant to the RFP and will result in greater clarity for all providers. If LJHA elects to respond to questions and RFIs, an Addendum will be posted to <https://lajuntahousing.org/> (see Addenda Paragraph in Part VI below). LJHA has the sole and absolute discretion to determine whether an addendum should be issued for this RFP.

**D. Minimum Acceptance Period**

“Acceptance period” as used in this provision means the number of calendar days available to LJHA to award a contract, which is calculated commencing upon the day the proposal is due. LJHA requires a minimum acceptance period of a period of 120 days. Any proposal allowing less than LJHA’s minimum acceptance period will be rejected.

**E. RFP Addenda**

If LJHA elects to answer timely-submitted, relevant questions, and/or respond to RFIs, an addendum will be posted to <https://lajuntahousing.org/>. All addenda issued become part of this RFP. Proposers are responsible for checking all issued addenda website posting(s) for this RFP. Proposers shall acknowledge receipt of all posted written addenda to this RFP on the Contractor Information Form (Exhibit F). Failure to acknowledge the proposer’s receipt of any written addendum may result in the rejection of the proposal if the addendum contained material information such as changed requirements.

**F. Pre-contractual Expenses**

Pre-contractual expenses are defined as any expenses incurred by providers in: (i) preparing its proposal in response to this RFP; (ii) submitting that proposal to LJHA; (iii) negotiating with LJHA any matter related to this RFP, including a possible contract; or (iv) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. LJHA will not, under any circumstance, be liable for any pre-contractual expenses incurred by providers, and providers shall not include any such expenses as part of their proposals.



**G. No Commitment to Award**

Issuance of this RFP and receipt of proposals does not commit LJHA to award a contract. LJHA expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to waive any irregularities or informalities in the offers received, to negotiate with providers, or to cancel all or part of this RFP.

**H. Joint Offers Not Accepted**

Where two or more providers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. LJHA intends to contract with a single business and not with multiple providers doing business as a joint venture.

**I. Protests**

Protests must be in writing and delivered electronically (i.e., via email) or by mail to the attention of the Contracts Administrator.

**J. Notice Regarding Disclosure of Proposal Contents**

All proposals received by LJHA will become the property of LJHA and be considered public records. After contract award, all proposals are subject to public inspection and/or copying except as provided herein. Exception is made for providers' submitted Contractor Responsibility Questionnaire attached hereto as Exhibit G, marked as "Confidential." LJHA's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure.

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### III. CONTRACTOR QUALIFICATIONS

Qualifications will be established by examination of proposing contractor’s ability to satisfactorily perform the required Work by reasons of proper licensing, required registrations, demonstrated strength, stability and integrity as a business concern, and previous experience performing on projects that are substantially similar to the subject project.

#### A. Licensing and Certifications

The following licenses/certifications are required:

Prime Contractor shall hold (or designate a qualified subcontractor or technician who holds) the following licenses/certifications for the performance of the work:

- (1) Trained and certified by the manufacturer for expert installation of the proposed systems.
- (2) Ensure that all technicians have the necessary Environmental Protection Agency (EPA) Section 608 of the Clean Air Act certification to handle refrigerants legally.
- (3) Colorado Department of Public Health and Environment (CDPHE) registration as required by Colorado's Regulation No. 15, addressing the use and disposal of ozone-depleting compounds (ODCs).
- (4) Electrical license issued by the Colorado Electrical Board.

### IV. CONTRACT CONDITIONS

#### A. Proposed Contract

The Contractor selected for contract award will be required to enter into a written agreement with LJHA (“Contract”), the form of which is attached hereto as Exhibit D. Upon award, the Contract will be modified to incorporate the necessary elements of the successful Contractor’s proposal and other pertinent terms and conditions. In all instances, LJHA’s Contract terms and conditions are controlling unless LJHA expressly provides written consent to the Contractor’s exceptions and/or deviations prior contract award. LJHA does not guarantee a minimum value for the Contract.

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**B. Wage and Labor Requirements**

The Design-Build A/C Units for La Junta Housing Authority project qualifies as “public works” as defined by Labor Code section 2023 C.R.S., Title 8, Labor I, Pub. Works, Art. 17 and must be performed in accordance with the requirements of Title 8 of the Colorado Code of Regulations, which govern the payment of prevailing wage rates on public works projects.

As indicated above, this Project will be paid for using LJHA’s federal funds, which excludes imposition of state prevailing wages. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”), the U.S. Department of Housing and Development, and the U.S. Department of Labor.

Since there will be no formal bid opening for this RFP, the federal wage decision applicable to this Work is the Davis-Bacon wage determination number **Davis-Bacon Act WD #: [CO20250005](#)** (covering “residential” work performed in Otero County) in effect as of the Contract Award Date (i.e., the date LJHA’s Board of Commissioners approves the Contract award). For reference, a copy of the Davis-Bacon Wage Determination in effect as of January 13, 2025, is C020250005, Modification 0, published January 2, 2025, is attached hereto as Exhibit B. Davis-Bacon wage decisions are available for downloading at <https://sam.gov/content/wage-determinations>.

The applicable Federal Labor Standards Provisions are those included at Section 46 (“Labor Standards, Davis-Bacon and Related Acts”) of HUD Form 5370 (“General Conditions of the Contract for Construction, Public Housing Programs”) (OMB 2577-0157 (exp 1/31/2027)). HUD FORM 5370 General Conditions of the Contract for Construction, Public Housing Programs is attached hereto as Exhibit C.

Contractor is responsible for obtaining and applying the correct wages during the project and inserting the wages into subcontracts, and for posting information concerning the Davis-Bacon and Related Acts (DBA) and other related material as requested by LJHA. Contractor shall allow LJHA staff to conduct on-site wage interviews, and upon request, shall provide LJHA with copies of certified payroll records and subcontracts.

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**C. Insurance Requirements**

The insurance coverages and amounts required for the Work are:

Workers' Compensation (statutory)/Employer's Liability (LJHA as a certificate holder and no exclusions for lead or asbestos)	\$1,000,000
Commercial General Liability (LJHA as an additional insured) (X) Premises and Operations (X) Contractual Liability, Oral and Written per form CG000-1 as an insured contract (X) Independent Contractors (X) Products/Completed Operations (X) Property Damage Incl. Completed Operations (X) Fire Legal Liability	\$1,000,000
Automobile Liability (Evidence of insurance in the form of ACORD listing LJHA as a certificate holder) (X) Owned Automobiles (X) Non-Owned/Hired Automobiles	\$500,000

The Contractor awarded the Contract will be required to provide requisite certificates and endorsements prior to contract execution in the case of contracted work or the start of work in the case of purchase orders.

**D. Payment and Performance Bonds**

Payment Bond Requirement. Contractor is required to post a Payment Bond to secure payment of all claims, demands, stop notices, mechanics liens, or charges of Material Suppliers, mechanics, or laborers employed by Contractor or by any subcontractor or any person, firm, or entity eligible to file a stop notice with respect to the Work. The amount of the Payment Bond shall be 100% of the award value. Contractor shall promptly furnish such additional security as may be required by LJHA to protect its interests and those interests of persons or firms supplying labor or materials to the Work.

Performance Bond Requirement. Contractor is required to post a Performance Bond as a guarantee of the faithful performance of the requirements of the Contract as it may be amended from time to time including, but not limited to, liability for delays, including liquidated damages of \$500.00 per day beyond the agreed upon construction schedule, all warranties and guarantees and indemnity obligations. The amount of the Performance Bond shall be 100% of the award value. Contractor shall promptly furnish such additional security as may be required by LJHA to protect its interests and those interests of persons or firms supplying labor or materials to the Work.

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## V. PROPOSAL SUBMISSION, FORMAT AND CONTENT

### A. Submittal Instructions

Proposals should be submitted in one hard copy (8-1/2" x 11"-page size format). Proposals should not include any unnecessarily elaborate or promotional material. Submit with one readable USB flash drive of the proposal. Providers are responsible for ensuring disks or drives are readable. LJHA, at its sole discretion, may reject proposals submitted with unreadable disks or drives as non-responsive.

**Proposals must be received at LJHA's business office at  
La Junta Housing Authority, Property Management Division, 315 East 5th Street La  
Junta, Colorado, no later than 1 p.m. (Mountain Standard Time) on February 27,  
2025.**

All proposals shall be enclosed in a sealed package marked with the words "Proposal Responding to RFP No. HA-2025; Do Not Open Until 1 p.m. on February 27, 2025."

### B. Receipt of Proposals

Proposals will be accepted until the submission deadline identified above. Proposals received by mail will be stamped with the date and time when LJHA mail is generally opened. Proposals that are hand delivered by proposers and couriers will be stamped with the date and time received by the Receptionist posted in the lobby of LJHA's General Business Office.

LJHA will not be responsible for, nor accept as a valid excuse for late bid delivery, any delay in mail service or other delivery method. **LJHA does not accept the submittal of proposals through email or other electronic methods.**

### C. Proposal Content

#### 1. Transmittal Letter

A letter of transmittal or introduction (sample shown in Exhibit E) addressed to the Contracts Administrator and signed by a person authorized to bind the business to the terms of the proposal must accompany the proposal. The letter must, at a minimum, contain the following:

- (a) The name of the business, and its mailing address and telephone number;
- (b) The name, title and contact information (email address and telephone number) for the contractor's primary contact person;
- (c) A statement to the effect that the proposal will remain valid for a period of not less than 120 days from the due date for proposals (see **Minimum Acceptance Period** above); and
- (d) A statement that the business is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

2. Qualifications (10 points max)

**Overview:** This section will demonstrate Contractor's project team is sufficiently qualified to successfully complete this Project in accordance with the Scope of Work Exhibit A, the Volume II Technical Packet, and applicable laws and regulations.

- (a) Letter of Introduction – Include a summary of the proposer's basic qualifications, experience, past projects of similar nature and size, and reasons for interest in this opportunity. Include a summary of experience performing on public works contract, including projects that required the submission of payroll information.
- (b) Key Team Members – For each of the projects declared on the Contractor Information Form at Exhibit E, identify the individuals (including subcontractors) who will be performing the following Key Team roles: Construction Project Manager, Foreman/Lead Technician, and Electrical Journeyman. Include qualifications to act as Lead for projects performed within the City of La Junta that are similar in nature and size to the subject projects.

3. Project Experience (20 points max)

**Overview:** This section will demonstrate that proposer has a minimum of five (5) years' experience performing on projects similar in scope and scale to the projects for which proposals are submitted. Instructions and additional submission requirements are included on the Project Experience Forms (Exhibit J).

For each Project Experience Form submitted, as noted on the forms, list at least four (4) relevant projects; at least two projects must be a project for which the proposer acted as the Prime Contractor. Incomplete project descriptions will not be considered towards satisfying requirements. Contact information must be current and project information verifiable.

4. Work Plan/Technical Approach/ Methodology (35 points max)

**Overview:** This section will establish proposer's understanding of project objectives and requirements and outline, clearly and concisely, proposer's plan for achieving said objectives and requirements. A proposal submitted under this RFP should include **at a minimum** the information listed below.

- (1) Proposed Unit Manufacturer and Model Information for each unit type.
- (2) Manufacturer's data, outlining how long they have manufactured this unit type.
- (3) Manufacturer's warranty information
- (4) Copy of Manufacturer's Certificate Stating the Contractor is a Certified / Trained Installer of the proposed units (Comparable to Mitsubishi's Diamond Installer Program).
- (5) Write or draw a scope of work to demonstrate the proposed approach for each unit type. (It is acceptable to markup the asbuilt drawings provided at the walk-through and submit them to satisfy this requirement).

- i 8-Plex 1BR Unit with Exterior Wall Location
  - ii 8-Plex 1BR Unit without Exterior Wall Location
  - iii 4-Plex 1BR Unit with Exterior Wall Location
  - iv Duplex
- (6) The scope of work related to electrical, consisting of (a) altering existing system as needed; (b) replacing and/or installing new units.

### Schedule

As part of the WORK PLAN/TECHNICAL APPROACH/ METHODOLOGY, the Contractor shall provide its proposed scheduling and approach related to the following criteria:

- a. Material Availability and Leadtime
- b. The crew size and work hours
- c. The length of time needed per housing unit.
- d. Procedure for service calls during the warranty period and time for first response.

If appropriate, divide the project into segments or tasks to represent milestones for measuring progress. Express elapsed time in terms of workdays. Cover the entire project period (from the project award, to start of the Work, and through project completion) and include the attainment of each milestone or completion of each task.

5. Price Sheet (30 points max)

Using the form provided in the Pricing Sheet (Exhibit N), the proposer shall provide a fully burdened price (i.e., inclusive of cost of labor, materials, profits, general conditions, wage compliance and permits) for the completion of all activities necessary for the planning, design, permitting, construction and completion of the project within the required timeframe, as indicated in the Scope of Work as Exhibit A.

6. HUD Act of 1968 (Section 3) Applicability and Compliance (2.5 points max)

**Overview:** Section 3 of the Housing and Urban Development Act of 1968 (codified at 12 U.S.C. 1701u, as amended, and implemented at 24 CFR Part 75) ("Section 3") provides those economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

The procurement that is the subject of this solicitation ("project") is subject to LJHA's Section 3 Policy and Compliance Plan. As such, this solicitation and the resulting contract award will be required to comply with LJHA's Section 3 Policy and Compliance Plan, which is available for viewing at LJHA's management office.

Participating contractors must complete and submit with their proposals the Section 3 Economic Opportunity Plan (EOP) and Section 3 Business Concern Self-Certification forms included at Exhibit M. ***Subcontractors employed on this Project must also complete these Section 3 forms, if feasible, and those completed forms***



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***must be included with submitted proposals. Failure to complete all information and/or submit all pages of the EOP may result in a finding that the subject proposal is non-responsive.*** Contract awardees will be required to provide reports documenting the firm's efforts to comply with the requirements of Section 3 and LJHA's Section 3 Policy and Compliance Plan, including hiring Section 3 Workers/Targeted Section 3 Workers, contracting/subcontracting with Section 3 Business Concerns and meeting the labor hour benchmarks. A copy of contractor's completed Section 3 package and commitments will be included in the contract.

7. Diversity Outreach (2.5 points max)

**Overview:** It is the policy of the Partnership to utilize Minority Business Enterprises (MBEs), Women's Business Enterprises (WBEs) and Labor Surplus Area Businesses (collectively, MBE/WBE/LSA) to the extent possible.

Participating contractors are required to make sufficient "good faith" efforts to help LJHA achieve its anticipated levels of participation by conducting outreach to MBEs, WBEs and LSAs for subcontract or supply opportunities related to the Design Build A/C Units for LJHA project, to the extent possible. All proposers are required to complete and submit with their proposals the Declaration of Compliance with Vendor Diversity Outreach Requirements, attached hereto as Exhibit H, which documents outreach efforts.

8. Exceptions and Deviations

This portion of the proposal may be utilized by Providers to declare and thoroughly explain any proposed exceptions to or deviations from the requirements set forth in this RFP, including exceptions or deviations from the Specifications (Attachment 6 at Volume II).

9. Appendices

The Appendices portion of the proposal should contain any additional information Contractor deems essential to a proper evaluation of the proposal, which is not included in any of the foregoing sections. Contractors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief.

10. Assistance

LJHA desires to streamline the process to maximize competition, obtain competitive pricing, and ensure that supplies and services are obtained without any need for re-procurement. Toward this end, LJHA further encourages participation from all potential respondents. If you have questions about the forms or format of your proposal, don't hesitate to contact the contract administrator.

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## **VI. PROPOSAL EVALUATION AND CONTRACT AWARD**

### **A. Evaluation Panel**

An Evaluation Panel with expertise on the subject matter will be responsible for reviewing, analyzing and evaluating proposals received and may also conduct contract negotiations with the highest rated provider(s) and perform other tasks related to this RFP. The Panel is responsible for recommending to the Board of Commissioners the providers whose proposals are the most advantageous to LJHA, with price and other factors considered. Panelists serve without compensation.

### **B. Evaluation Criteria**

By use of numerical and narrative scoring techniques, proposals will be evaluated by the Evaluation Panel against the evaluation criterion included herein:

1. Qualifications **(10 pts)**
2. Project Experience **(20 pts)**
3. Work Plan/Technical Approach **(35 pts)**
4. Price **(30 pts)**
5. Section 3 **(2.5 pts)**
6. Diversity Outreach **(2.5 pts)**

Upon selection of the most qualified providers, LJHA may require the finalists to make an oral presentation to the Evaluation Panel to further explain their proposals. If such interviews are conducted, LJHA's appraisals of the presentations will also be factored into the final scores assigned the proposals. However, providers are advised that award may be made without interviews or further discussion.

### **C. Negotiations**

Negotiations are exchanges between LJHA and providers that are undertaken with the intent of allowing providers whose proposals have a reasonable chance of being selected for award to revise and/or clarify their proposals. Negotiations are generally conducted as panel interviews. Negotiations will be conducted unless the Evaluation Panel is able to identify the proposal (or proposals if multiple proposals will be selected) that offers the best value to LJHA based on the relative score of the proposals as they are evaluated, rated and ranked in accordance with the technical and price factors specified in this RFP.

If negotiations are conducted, the scope and extent of those negotiations are a matter of LJHA's judgment. During negotiations, providers will be treated fairly and equally. No provider will be given any information about any other provider's proposal, and no provider will be assisted in bringing its proposal up to the level of any other proposal. LJHA will invite all providers in the competitive range to make any changes they wish in their technical proposal and pricing and submit their best and final offers ("BAFOs"). BAFOs will be evaluated in

essentially the same manner as the initial offers. At her discretion, the Contracting Officer may have the entire Evaluation Panel or only a subset of the Panel evaluate the BAFOs. In either case, the Contracting Officer will ensure that a full evaluation is conducted sufficient to support the award decision that is most advantageous to LJHA based upon the cost or price and other factors specified in this RFP. A common deadline will be established for the receipt of BAFOs.

BAFOs are usually requested only once in a procurement. However, in exceptional circumstances, the Contracting Officer may determine that it is in LJHA's best interest to conduct another round of negotiations and request a second BAFO. In such cases, the Evaluation Panel may also re-determine the competitive range based upon the BAFOs. In that case, only those providers remaining in the competitive range will be asked to submit an additional BAFO.

#### **D. Contract Award**

LJHA intends to select a single provider ("Contractor") as the result of this RFP. Contracts will be awarded to the top qualified provider based on Best Value, which is generally defined by LJHA's Procurement Policy as offering the most advantageous value to LJHA. Contracts valued in excess of \$250,000 are required to be approved by LJHA's Board of Commissioners at a noticed, public meeting.

### **VII. EXHIBITS LIST FOR VOLUME I OF II**

The exhibits listed below are attached and incorporated herein by this reference. **If applicable, exhibits marked in bold with a bracket [ ] must be submitted with the proposal.**

#### **VOLUME 1**

- A Scope of Work
- B Davis-Bacon Wage Determination C020250005
- C HUD FORM 5370 General Conditions of the Contract for Construction
- D Proposed Contract
- [E] Transmittal Letter**
- [F] Contractor Information Form**
- [G] Contractor Responsibility Questionnaire**
- [H] Declaration of Compliance with Vendor Diversity Outreach Requirements (and proof of advertisement if applicable)**
- [I] List of Subcontractors (submit only if subcontractors will be utilized)**
- [J] Project Experience Form**
- [K] Non-collusion Declaration**
- [M] Section 3 Documents**
- [N] Pricing Sheet**

#### **VOLUME 2**

VOL 2 Technical Bid Package will be provided to bidders during the mandatory site walk.

**Checklist for a Complete Proposal:**

- 1.a Transmittal Letter (Exhibit E)
- 1.b Contractor Information Form (Exhibit F)
- 1.c Contractor Responsibility Questionnaire (Exhibit G)
- 2. Qualifications
  - Letter of Introduction
  - Key Team Members
- 3. Project Experience Form (Exhibit J)
- 4. Work Plan / Technical Approach / Methodology
  - Proposed Unit Manufacturer and Model Information
  - Manufacturer's Warranty Information
  - Installer's Certification from Manufacturer
  - Mechanical Scope (Written or Drawn on Plans)
  - Electrical Scope (Written or Drawn on Plans)
  - Material Availability and Lead Time
  - Crew Size and Proposed Work Hours
  - Anticipated Time Needed Per Housing Unit
- 5. Pricing Sheet (Exhibit N)
- 6. Section 3 Documents (Exhibit M)
- 7. Declaration of Compliance with Vendor Diversity Outreach Requirements (Exhibit H)
- 8. Exceptions and Deviations
- 9. List of Subcontractors (submit only if subcontractors will be utilized) (Exhibit I)
- 10. Non-collusion Declaration (Exhibit K)

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**Exhibit A**

**DESIGN-BUILD A/C Units for La Junta Housing Authority (LJHA)  
SCOPE OF WORK**

**BACKGROUND**

These facilities have permanent heat from radiant boilers, which LJHA intends to continue utilizing as the primary heat source. Currently, these facilities have no permanent source of cooling. Residents supply window-mounted A/C units, which the LJHA staff installs and removes yearly.

LJHA also has two duplexes with existing furnaces and condensers, but the cooling side of the systems has not been utilized to this point. The contract includes making these units functional.

In addition, LJHA recently had a REAC Property and Unit Inspection conducted by HUD based on set standards. That inspection resulted in the need to replace one existing single-gang electrical receptacle in each of the housing units with single-gang GFCI electrical receptacles.

**PURPOSE**

LJHA intends for this project to eliminate the need to install temporary window-mounted cooling units by replacing them with ductless systems to increase energy efficiency and streamline the facility for ease of future maintenance. In addition, making the existing coils at the duplex units functional will remove the need for separate cooling in those locations, and replacing the outlets during the project will limit the impact on residents as nearly all of the units will be occupied during the work.

**DEVELOPMENT INTENT**

Contractor shall furnish a “turnkey” finished product that is compliant with the objectives included herein as well as all applicable laws and regulations. Specifically, project work shall be completed in substantial accordance with all permitting agency requirements and per the United Federal Accessibility Standards (UFAS) and Section 504 of the Rehabilitation Act of 1973.

Contractor shall deliver the final warranty documents and as-built drawings for all dwelling units to LJHA upon Acceptance of Completion and within the negotiated completion time.

All work, including any subsequent change orders, must be completed per the Plans, other LJHA requirements, and applicable Federal, State, and local codes and regulations.

**GENERAL NOTES**

1. Further details on each scope of work can be found herein and in the Exhibits at Volume II of this RFP (**including a PROPERTY INFORMATION Sheet and Facility Record Drawings**), which will be supplied during the mandatory site visit. Design Specifications are included here.
2. LJHA pays all utilities for residents and has no objection to sharing condensers across multiple units if that is the most efficient solution.
3. LJHA is tax-exempt, and a tax certificate for the project can be issued at the Contractor's request.

**PROPERTY INFORMATION**

Type	Description	HVAC Unit Quantity	PROJECT DESCRIPTION
A	8-Plex 1BR Unit with Exterior Wall Location	18	Installation of a new wall-mounted A/C unit on an exterior wall in the living room of each unit, including electrical and all other work required to make the new A/C unit operational and return the housing unit to its pre-work conditions.
B	8-Plex 1BR Unit without Exterior Wall Location	6	Installation of a new A/C unit in the living room of each unit, including electrical and all other work required to make the new A/C unit operational and return the housing unit to its pre-work conditions.
C	4-Plex 1BR Unit with Exterior Wall Location	4	Installation of a new wall-mounted A/C unit on an exterior wall in the living room of each unit, including electrical and all other work required to make the new A/C unit operational and return the housing unit to its pre-work conditions.
D	Duplex	2	Completion of systems with operational furnaces instead of boilers needs to have coils, including electrical and all other work required to make A/C units operational and return the housing unit to its pre-work conditions.
E	Duplex	2	Installation of a new wall-mounted A/C unit on an exterior wall in the living room of each unit, including electrical and all other work required to make the new A/C unit operational and return the housing unit to its pre-work conditions.
GFCI	Replace an outlet in each housing unit.	32 outlets	Replace one single gang electrical receptacle with a single gang GFCI receptacle in the same location

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### **DESIGN PHASE**

- (1) Preparation of Submittals for principal materials and processes, specifically identifying any differences from the contractor's proposal.
- (2) Pre-Construction Meeting with LJHA as needed to coordinate and review the Project.
- (3) Submittals for plan check and completion of any plan check corrections.
- (4) Coordination with LJHA to create a schedule and handout memo that will be shared with the residents to coordinate the work.

Contractor will have ten (10) days from the Notice to Proceed to complete items 1-4 above. After LJHA's review and written approval of the drawings, Contractor shall immediately order the necessary materials.

NOTE: Contractor is fully responsible for investigating and coordinating all utility services and requirements for the building and for ensuring that all building exploration is conducted prior to plan development.

### **PERMITTING PHASE**

Contractor is responsible for **applying for, paying for, and obtaining all applicable local, state, and federal permits**. Permits required at a minimum are listed below.

- (1) Application for Building Permit; City of La Junta, Contact Aimee Hill Building/Code Official 719-384-5991 or [aimee.hill@lajuntacolorado.org](mailto:aimee.hill@lajuntacolorado.org)

### **CONSTRUCTION PHASE**

- 1) To limit facility impact, each unit is intended to be completely installed and completed before moving on to the next unit. Even if the contractor proposes multiple crews, the same intended sequence is true for each crew.
- 2) Contractor should plan to complete one building at a time, i.e., units 1-8 of 8-plex 1, followed by units 1-8 of 8-plex 2, and so on, until all of the work is complete.
- 3) Contractor must accommodate the residents by adhering to proposed schedules and establishing a set procedure for addressing their furnishings and possessions located within the work area (see Design Phase Item (4) above), including relocating furniture within the room, protecting it from construction debris, and cleanup related to the construction. Residents will be welcome in their residences during the work, and pets will be confined to a separate room.
- 4) Contractor must provide containers to contain trash and debris generated by the work and legally dispose of waste.
- 5) Contractor can stage onsite. Details to be coordinated with LJHA during the pre-construction meeting.
- 6) Contractor is to provide sanitary facilities for use of their crew during the project.





<b>Basis of Design Specifications</b>
Instructions concerning substitutions are included in Paragraph 6 (Specifications; Substitutions) under Part IV of Volume I of the RFP.
<b>CEILING</b>
Limited to Patching, Match existing
<b>FRAMING AND DRYWALL</b>
Limited to Patching, Match existing
<b>Ceiling Access Panel</b>
In the event the contractor's approach requires installing a ceiling mounted unit, it will be necessary to have adequate access for installation and maintenance. Contractors proposing this type of installation must provide submittal data to explain their proposed approach within the WORK PLAN/TECHNICAL APPROACH/ METHODOLOGY of their proposal.
<b>HVAC</b>
Appropriately sized mini split system for each unit configuration R410A Refrigerant Minimum 16 SEER Rating for cooling on Mini-Splits. Minimum 14 SEER for the AC Units at locations with existing furnaces. Units must provide a straightforward function to disable heating. Interior spaces shall not be cooled to less than 72F. Spaces shall not have simultaneous cooling and heating. Even though the units will come with heat pumps, they must be set up as cooling only to prevent residents from using both the boiler and heat pumps. Ability to quickly turn off the units so residents cannot turn them on during winter. Provide and install line set and insulation, as well as a condensate drain and adequate accommodation for condensate discharge, to prevent damage from water, moisture, or decay. Pre-cast slab under outdoor condensing units Provide and utilize consumables and other materials that are necessary for a complete project. Mechanical equipment shall be safe and efficient to operate and durable, dependable, and economical to maintain. Equipment shall operate within appropriate noise levels so as not to interfere with tenant use of spaces.
<b>Thermostats</b>
Programmability to limit user setpoints through an admin user role is required A Simple user interface is required. Remotes are not acceptable. The controls must be fixed to the wall. Set-back thermostat controls are required for a maximum temperature of no more than 72F and programmed so that the thermostat's temperature setting is decreased (or increased when cooling is required) to conserve energy when the premises are not in use, or the occupants are sleeping. (simple morning and night programming is desired).

<b>Durable Cover on Exterior Line sets</b>
Due to the maintenance and deterioration of the typical PVC line set covers, a vandal-resistant alternative is required. Please propose an alternative solution.
<b>FLOORING</b>
Limited to Patching, Match existing
<b>INTERIOR PAINTING</b>
Sherwin Williams to match existing. One coat prime, two coats paint To be used for all touch-ups, as needed
<b>Electrical</b>
Commercial Grade Disconnect switch with a lockable enclosure Residential Grade GFCI outlets Consumables and other materials as necessary for a complete finished project
<b>Stucco / Brick Exterior</b>
Any damage caused by the contractor during the course of the work shall be repaired or replaced in kind.
<b>Wall Penetrations</b>
The scope of work will most likely require permanent penetration through exterior walls. Contractors proposing this type of installation must provide submittal data to explain their proposed approach within the WORK PLAN/TECHNICAL APPROACH/ METHODOLOGY of their proposal, including anticipated hole size, and how the penetration will be sealed and finished, i.e. sealant, escutcheon plate, etc.
<b>Roof</b>
Limited to Patching, Match existing and include warranty.
<b>Roof Accessories</b>
Stands, Supports, Jacks. Contractors proposing roof-mounted units must provide submittal data to explain their proposed approach within the WORK PLAN/TECHNICAL APPROACH/ METHODOLOGY of their proposal.
<b>Other repairs</b>
Any damage caused by the contractor during the course of the work shall be repaired or replaced in kind.

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**Exhibit B**

**DAVIS-BACON WAGE DETERMINATION**

"General Decision Number: CO20250005 01/03/2025

Superseded General Decision Number: CO20240005

State: Colorado

Construction Type: Residential

Counties: Alamosa, Archuleta, Baca, Bent, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Delta, Dolores, Eagle, Elbert, Fremont, Garfield, Gilpin, Grand, Gunnison, Hinsdale, Huerfano, Jackson, Kiowa, Kit Carson, La Plata, Lake, Las Animas, Lincoln, Logan, Mineral, Moffat, Montezuma, Montrose, Morgan, Otero, Ouray, Park, Phillips, Pitkin, Prowers, Rio Blanco, Rio Grande, Routt, Saguache, San Juan, San Miguel, Sedgwick, Summit, Teller, Washington and Yuma Counties in Colorado.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

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If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.

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renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$17.75 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2025.

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If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$13.30 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2025.

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

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

Modification Number Publication Date  
0 01/03/2025

ELEC0012-013 09/01/2024

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ALAMOSA, ARCHULETA, BACA, BENT, CHAFFEE, CONEJOS, COSTILLA,  
CROWLEY, CUSTER, FREMONT, HUERFANO, KIOWA, LAS ANIMAS, MINERAL,  
OTERO, PROWERS, RIO GRANDE AND SAGUACHE COUNTIES

Rates Fringes

ELECTRICIAN (Including Low  
Voltage Wiring and  
Installation of Fire Alarms).....\$ 33.55 15.71

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ELEC0068-015 12/01/2024

CLEAR CREEK, EAGLE, GILPIN, GRAND, JACKSON, LAKE, LOGAN,  
MORGAN, PHILLIPS, SEDGWICK, SUMMIT, WASHINGTON AND YUMA COUNTIES

Rates Fringes

ELECTRICIAN  
(Including Low Voltage  
Wiring and Installation of  
Fire Alarms).....\$ 32.11 12.20

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ELEC0111-012 01/01/2024

DELTA, DOLORES, GARFIELD, GUNNISON, HINSDALE, LA PLATA, MOFFAT,  
MONTEZUMA, MONTROSE, RIO BLANCO, AND ROUTT COUNTIES

Rates Fringes

ELECTRICIAN  
(Including Low Voltage  
Wiring and Installation of  
Fire Alarms).....\$ 30.00 12.70

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ELEC0111-015 01/01/2024

OURAY, PITKIN, SAN JUAN AND SAN MIGUEL COUNTIES

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms).....	\$ 35.20	13.86

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 ELEC0113-008 06/01/2024

CHEYENNE, ELBERT, KIT CARSON, LINCOLN, PARK AND TELLER COUNTIES

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms).....	\$ 34.90	17.25

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 IRON0024-001 11/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 39.21	12.50

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 SUCO2001-004 12/20/2001

	Rates	Fringes
CARPENTER.....	\$ 17.86	
Laborers:		
Common.....	\$ 10.33	**
Painters:		
Brush, Spray & Roller.....	\$ 15.00	**

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PLUMBER

(Including HVAC pipe).....\$ 18.06            2.78

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after

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award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for



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the classifications reflected union rates. EXAMPLE:  
UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007

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01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or

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by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

# General Conditions for Construction Contracts - Public Housing Programs

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 01/31/2014)

**Applicability. This form is applicable to any construction/development contract greater than \$100,000.**

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

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

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 2. Contractor's Responsibility for Work

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

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

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

#### 4. Other Contracts

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

### Construction Requirements

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

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

#### 6. Construction Progress Schedule

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

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

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

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

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

### 8. Differing Site Conditions

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

### 9. Specifications and Drawings for Construction

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

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

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

such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

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

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

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

#### 12. Permits and Codes

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



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

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

### 13. Health, Safety, and Accident Prevention

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

- (f) New work which connects to existing work

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

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

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

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

shall correspond in all respects with that to which it

connects and/or be similar to existing work unless otherwise required by the specifications.

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

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

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

#### 18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.

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

#### 19. Energy Efficiency

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

#### 20. Inspection and Acceptance of Construction

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

contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

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

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the
- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the

work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

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

## 23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
- (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
- (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.
- Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the

repair of any damage that results from any defect in PHA furnished material or design.

- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

**24. Prohibition Against Liens**

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

**Administrative Requirements**

**25. Contract Period**

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

**26. Order of Provisions**

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

**27. Payments**

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has

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

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting

Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

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

## 28. Contract Modifications

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

Contractor and the Contracting Officer.

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

## 29. Changes

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

Compensation and Public Liability Insurance;  
Employment taxes under FICA and FUTA; and, Bond  
Costs when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

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

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

- (c) A claim under this clause shall not be allowed (1) for any proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and

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

### 31. Disputes

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

### 32. Default

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

may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall

be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

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

### 33. Liquidated Damages

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

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

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

### 34. Termination for Convenience

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

### 35. Assignment of Contract

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

### 36. Insurance

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

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

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

### 37. Subcontracts

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

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

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

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

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

### 39. Equal Employment Opportunity

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

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



- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- 41. Interest of Members of Congress**
- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

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

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

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

#### 44. Royalties and Patents

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

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

be posted at all times by the Contractor and its

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

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

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

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

accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

#### 48. Procurement of Recovered Materials.

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

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**CONTRACT FOR CONSTRUCTION  
BETWEEN  
LA JUNTA HOUSING AUTHORITY  
AND**

Insert Contractor name

**THIS CONTRACT** (“Contract”) is made and entered into this insert 1<sup>st</sup> or 15<sup>th</sup> of the month, year (“Effective Date”) by and between the La Junta Housing Authority, a public body, corporate and politic (“LJHA”), and insert contractor name, (“Contractor”), referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS** LJHA requires improvements to be constructed at 315 East 5<sup>th</sup> St. La Junta, CO 81050, commonly referred to as A/C Units for La Junta Housing Authority Project, which Work cannot be provided by regular employees of LJHA;

**WHEREAS** LJHA determined that the most effective and feasible manner of obtaining such Work is by contracting with one or more qualified contractors;

**WHEREAS** LJHA issued Request for Proposals (“RFP”) HA-2025 for the Work on insert date (“RFP Issue Date”);

**WHEREAS** Contractor submitted a proposal offering to perform identify (the “Work”) at identify (the “Site(s)”) on terms and conditions that are acceptable to LJHA;

**WHEREAS** LJHA determined that Contractor has the qualifications, background, knowledge, experience and expertise to perform the obligations set forth in this Contract;

**WHEREAS** LJHA’s Board of Commissioners, by Resolution No. XXXX adopted on insert date (“Contract Award Date”) authorized LJHA to contract with Contractor for the Work; and

**WHEREAS** LJHA and Contractor desire to enter into this Contract for the Work upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, benefits and promises herein stated, the parties hereto agree as follows:

Section 1. SCOPE OF WORK AND ADDITIONAL WORK

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- A. **Scope of Work.** Contractor shall, in a manner satisfactory to LJHA, completely perform the work described in the Scope of Work attached hereto as Exhibit 1.
- B. **Additional Work.** If during the project Work that is not included in the Scope of Work is identified as necessary for the proper completion of the project, such Work, if approved by LJHA, shall be considered "Additional Work." In the event Additional Work is necessary, Contractor shall submit a Change Order, as defined and described in the General Conditions attached hereto. The Change Order shall describe the Work to be performed and the associated costs thereof and shall include a payment schedule if appropriate. No Additional Work shall be performed in advance of a purchase order that evidence LJHA's written acceptance and approval of the Change Order. Any Additional Work performed under the Change Order shall be subject to the General Conditions.

## Section 2. CONTRACTOR'S REPRESENTATIONS AND RESPONSIBILITIES

- A. Contractor represents that it has specialized expertise to perform the Work and that the Work shall be completed in a manner consistent with standards practiced among Contractors doing the same or similar work under the same or similar circumstances.
- B. Contractor agrees to provide, furnish, and supply all things necessary and incidental for the Work, including, but not limited to, provision of all necessary labor, materials, equipment and transportation, unless otherwise specified in this Contract. Contractor represents that it has reviewed the Scope of Work and that it has determined the Work can be performed for the amounts set forth in Contractor's Bid.
- C. Contractor represents that it is free to enter into this Contract and is not subject to any obligation or disability which will or might prevent or interfere in fully keeping and performing all of the conditions to be kept and performed under this Contract. Contractor further represents that it has not paid anyone for the purpose of entering into this Contract, and that entering into this Contract and performing the Work hereunder will not constitute a conflict of interest. Contractor further represents that neither it, nor its agents or representatives, has offered or given gratuities in the form of entertainment, gifts, favors or other items or Work of value to any officer or employee of LJHA with a view toward securing: (i) award of this Contract, (ii) amendment of the Contract after award, (iii) favorable treatment of Contractor by LJHA in the administration of the Contract or in the making of any determination with respect to Contractor's performance of its obligations under the Contract.
- D. Contractor's agrees that its receipt of payments from LJHA or any inspection, review, approval or oral statement by any representative of LJHA or any other governmental entity, shall in no way waive or limit the obligations in this Contractor's Representations and Responsibilities



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section or lessen the liability of Contractor to re-perform or replace unsatisfactory Work to the extent required herein, including but not limited to cases where the defective or below standard Work may not have been apparent or detected at the time of such payment, inspection, review or approval.

### Section 3. FEES, RETENTION, INVOICES AND PAYMENTS

- A. Maximum Cumulative Payment Obligation. TBD
- B. Contract Fees. TBD
- C. Monthly Payments: The LJHA makes checks every Thursday of the month and will issue payment to Contactor by check.
- D. Retention. LJHA is entitled to and shall withhold five percent (5%) retention from Contractor's earned compensation. Such retention shall be applied to all phases of the Work, including any Additional Work. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with LJHA or with a state or federally chartered bank in Colorado as the escrow agent. If such request is made by the Contractor, the escrow agreement shall be prepared by Contractor in compliance with the above-referenced statute and executed by LJHA's Contracting Officer. LJHA will release to Contractor undisputed retained earnings in accordance with Article 8 (Payments and Retention) of the General Conditions. The Contractor shall provide its certification and unconditional lien release acceptable to LJHA that all subcontractors have received full payment for the Work.
- E. Remittance, Invoices and Payment Terms.
  - (1) Contractor shall submit invoices to LJHA for payment in arrears of work being performed but no more frequently than once per calendar month. Contractor shall invoice LJHA within 30 days of completion of Work; requests for progress payments shall include the applicable percentage(s) of completion. Invoices submitted more than 90 days after performance of services may be declined for payment. The Contractor name on the invoice must be the same as on the purchase order.
  - (2) Invoices shall identify the Contract Number and related purchase order number, and shall include the location, dates, and a description of the work performed during the billing period. Contractor invoices must include the correct purchase order and contract numbers, and an invoice number. Invoices shall specify the total amount due and payable as indicated on the purchase order; invoices that do not align with the related

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purchase order will be rejected for payment until corrected. The invoice must be signed by Contractor's authorized representative and submitted to LJHA's Project Manager for review and approval.

(3) LJHA will pay all properly invoiced amounts due to Contractor within 30 days after receipt of such invoice, except for any amounts withheld for retention or timely disputed by LJHA. The parties shall seek to resolve all such disputes expeditiously and in good faith. Contractor shall continue performing its obligations under this Contract notwithstanding any such dispute. Without prejudice to any other right or remedy, LJHA reserves the right to set off any amount owing to it by Contractor against any amount payable by LJHA to Contractor. Payment of an invoice is not evidence or admission that the Work meets the requirements of this Contract.

#### Section 4. CONTRACT TERM; TIME FOR COMPLETION

A. This Contract shall commence as of the Effective Date and continue in full force and effect through insert initial end date ("Contract Term") unless earlier terminated as provided elsewhere in this Contract or extended by written amendment to this Contract. Work shall not commence prior to issuance of this Contract's purchase order.

B. The Time for Completion shall be as specified in the Notice to Proceed, or as otherwise agreed to by the Parties.

C. Option Term. LJHA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("Option Term") by giving notice to the Contractor prior to the expiration of the initial Contract Term.

#### Section 5. PAYMENT AND PERFORMANCE BONDS

A. Payment Bond Requirement. Contractor is required to post a Payment Bond to secure payment of all claims, demands, stop notices, mechanics liens, or charges of Material Suppliers, mechanics, or laborers employed by Contractor or by any subcontractor or any person, firm, or entity eligible to file a stop notice with respect to the Work. The amount of the Payment Bond shall be insert amount (\$insert dollar value). Contractor shall promptly furnish such additional security as may be required by LJHA to protect its interests and those interests of persons or firms supplying labor or materials to the Work.

B. Performance Bond Requirement. Contractor is required to post a Performance Bond as a guarantee of the faithful performance of the requirements of the Contract as it may be amended from time to time including, but not limited to, liability for delays, including liquidated

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damages, all warranties and guarantees and indemnity obligations. The amount of the Performance Bond shall be insert amount (\$insert dollar value). Contractor shall promptly furnish such additional security as may be required by LJHA to protect its interests and those interests of persons or firms supplying labor or materials to the Work.

C. Change Orders, or other modifications or changes in the Work and adjustments in the Scope of Work or Contract Fees shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

D. LJHA shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under this Contract. Contractor will be provided with a copy of all such written communications. Such communications shall not create or be interpreted as creating any contractual relationship between LJHA and any such surety.

*Section 6. INSURANCE*

A. During the term of this Contract, Contractor shall, at its own cost and expense, procure and maintain the insurance required by the solicitation:

- (1) Workers' Compensation (statutory)/Employer's Liability (LJHA as a certificate holder and no exclusions for lead or asbestos): \$2,000,000.
- (2) Commercial General Liability (LJHA as an additional insured): \$1,000,000.
- (3) Automobile Liability (Evidence of insurance in the form of ACORD listing LJHA as a certificate holder): \$500,000.

B. Copies of Contractor's insurance certificates and endorsements in effect as of the date of Contract execution are attached hereto as Exhibit 6. Contractor is responsible for providing updated insurance records during the term of this Contract evidencing compliance with the above that shall supersede and replace those certificates and endorsements previously provided and which upon receipt by LJHA shall become a part of the Contract by this reference without further action required on the part of either party.

C. Wherever Contractor is required to name LJHA as an additional insured and/or certificate holder, the following information shall be included on the policy:

LA JUNTA HOUSING AUTHORITY  
Attn: Diane McAtee

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315 East 5<sup>th</sup> St.,  
La Junta, CO 81050

D. Contractor shall be responsible for requiring appropriate indemnification and insurance from its consultants, agents and subcontractors, if any, to protect the interest of Contractor and LJHA. Contractor shall provide LJHA with proof of compliance with this provision upon demand.

E. Except by agreement or instruction of LJHA in writing, Contractor shall not commence Work prior to the effective date of the insurance referenced above.

#### Section 7. COMPLIANCE WITH WAGE AND LABOR LAWS

A. Public Works. The A/C Units for La Junta Housing Authority project qualifies as “public works” as defined by Labor Code section 1720 and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815, inclusive, and sections 16000 to 17270 of Title 8 of the Colorado Code of Regulations, which govern the payment of prevailing wage rates on public works projects.

B. Davis-Bacon Wages Apply. This Project requires imposition of Davis-Bacon wages. Provisions are those included at Section 46 (“Labor Standards, Davis-Bacon and Related Acts”) of HUD Form 5370 (“General Conditions of the Contract for Construction, Public Housing Programs”) (OMB 2577-0157 (exp 1/31/2027)). A copy of Section 46 is attached hereto as Exhibit 7.

C. Contractor and its subcontractors shall submit weekly certified payroll reporting.

D. Responsibilities. Contractor shall allow LJHA staff to conduct on-site wage interviews and shall post labor-related information as requested by LJHA. Contractor shall provide LJHA staff with copies of certified payrolls and subcontracts for auditing purposes within 10 days after receipt of LJHA’s written request.

#### Section 8. SUBCONTRACTING

A. Nothing herein shall be deemed to entitle Contractor, without the written approval of LJHA, to substitute other Subcontractors for those named in Contractor's List of Subcontractors, attached hereto as Exhibit 5, and, except with such approval, no such substitution shall be made.

B. Contractor shall not perform any Work on the Project with any subcontractor who is debarred from bidding on, accepting or performing on a public works contract, either as a

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contractor or subcontractor, or any subcontractor who is suspended or debarred from participation in federal programs or if under a HUD-imposed Limited Denial of Participation. A current list of individuals and entities debarred by the federal government is available at [www.sam.gov/SAM/](http://www.sam.gov/SAM/).

C. Contractor certifies that it has investigated the eligibility of each subcontractor and has determined that none is ineligible to perform Work pursuant to the foregoing code provisions. Contractor shall insert appropriate sections in all subcontracts to bind subcontractors to the terms and conditions of the Contract insofar as such terms are applicable to the work of subcontractors. Nothing contained in the Contract shall create any contractual relationship between any subcontractor and LJHA. Contractor shall be fully responsible and accountable to LJHA for the acts and omissions of his/her subcontractors.

*Section 9. NOTICES*

A. Any notices to be given pursuant to this Contract shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom it is intended as follows:

**For LJHA:**

Contracting Officer: LA JUNTA HOUSING AUTHORITY  
Attn: Diane McAtee, Contracting Officer  
315 E. 5<sup>th</sup> Street  
La Junta, CO 81050

Contracts Dept.: LA JUNTA HOUSING AUTHORITY  
Attn: identify Contract Administrator  
315 E. 5<sup>th</sup> Street  
La Junta, CO 81050

Project Manager: LA JUNTA HOUSING AUTHORITY  
Attn: identify  
315 E. 5<sup>th</sup> Street  
La Junta, CO 81050

**For Contractor:**

Contractor: this should be same individual who signed bid form

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Representative: identify

B. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

#### Section 10. LJHA'S RIGHTS AND REMEDIES IN GENERAL

A. All of LJHA's rights and remedies under this Contract are cumulative and shall be in addition to those rights and remedies available in law or in equity. Designation in this Contract of certain breaches as material shall not waive LJHA's authority to designate other breaches as material nor limit LJHA's right to terminate the Contract or prevent LJHA from terminating this Contract for breaches that are not material. LJHA's determination of whether there has been noncompliance with this Contract so as to warrant exercise by LJHA of its rights and remedies for default under the Contract, shall be binding on all parties. No termination or action taken by LJHA after such termination shall prejudice any other rights or remedies of LJHA provided by law or equity or by this Contract upon such termination, and LJHA may proceed against Contractor to recover all losses suffered by LJHA.

B. No action or failure to act by LJHA will constitute a waiver of a right afforded it under this Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by LJHA of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver. No provision contained in this Contract shall create or give to third parties any claim or right of action against LJHA or Contractor.

#### Section 11. SECTION 3 COMPLIANCE

A. Contractor shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, as well as LJHA's Section 3 Policy and Compliance Plan. Additionally, Contractor shall satisfy its obligations set forth in its most recent Economic Opportunity Plan ("EOP") and supporting documents, which identify Contractor's Section 3 commitments, including, without limitation, hiring and/or training of Section 3 Workers or other Section 3 economic opportunities. Contractor's Section 3 documentation is attached hereto as Exhibit 3 and incorporated herein by this reference.

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- B. Contractor shall also ensure that its subcontractors comply with Section 3 requirements applicable to this Contract and that they satisfy their obligations set forth in their respective EOPs, to the extent feasible. A sample Section 3 Clause is included as Exhibit 4. Contractors must include the Clause in all subcontracts, revised as appropriate, but substantively the same, for each contract.
  
  - C. Contractor shall submit periodic reports to LJHA (including reports from its subcontractors), demonstrating its efforts to hire Section 3 Workers, commitment achievements, and report labor hours consistent with HUD Section 3 Benchmarks, as set forth in its EOP.
  
  - D. Contractor's failure to comply HUD Section 3 Requirements, LJHA's Section 3 Policy and Compliance Plan and/or failure to satisfy its EOP commitments may subject Contractor to the penalties for default under the Section 3 Policy and Compliance Plan, including monetary fines and debarment.

*Section 12. OFCCP Notification of Construction Contract Award Portal*

On August 26, 2022, the Office of Federal Contract Compliance Programs (OFCCP) launched a new online platform, the Notification of Construction Contract Award Portal (NCAP), to modernize how the agency receives required notices about construction contract and subcontract awards.

Contractor is required to give written notice to OFCCP within 10 working days of being award a construction subcontract of more than \$10,000 at any tier for construction work performed under a federal or federally assisted construction contract. This notice requirement is in OFCCP's construction regulations at [41 CFR 60-4.2\(d\)3](#), can be found at [41 CFR 60-4.2\(c\)](#).  
<https://www.dol.gov/agencies/ofccp/faqs/Notification-of-Construction-Contract-Award-Portal>

*Section 13. KEY PERSONNEL*

- A. Contractor's Key Personnel:  

identify
  
- B. Contractor's Key Personnel identified herein are considered essential to the Work effort. Prior to diverting or substituting any of the specified individuals, Contractor shall notify LJHA reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of proposed change and its impact

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on the Work. No diversion or substitution of such Key Personnel shall be made by the Contractor without the prior written consent of LJHA.

*Section 14. MISCELLANEOUS PROVISIONS*

- A. **Assignment.** Neither Contractor nor LJHA shall, without the written consent of the other, assign, transfer or sublet any portion or part of the Work or the obligations required by this Contract. Any attempted assignment, transfer or sublet without such written consent shall be void and confer no rights upon any third person and shall constitute a default under this Contract.
- B. **Successorship.** Contractor and LJHA acknowledge that the provisions of this Contract are binding upon the Parties, their employees, agents, heirs, successors and assigns.
- C. **Governing Law.** This Contract shall be enforced and interpreted under the laws of the State of Colorado without regard to conflict of law principles. In any action arising out of this Contract, Contractor consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Otero County, Colorado.
- D. **Severability.** If any provision or any part of a provision of this Contract shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of this Contract, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- E. **No Waiver.** No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver. Further, the failure of either Contractor or LJHA to insist, in any one or more instances, on the performance of any of the obligations required by the other under this Contract shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.
- F. **Amendments.** This Contract may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- G. **No Attorney Fees.** In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to the Contract or as a result of any alleged breach of any provision of the Contract, each party shall bear



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its own costs and expenses, including attorney fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

- H. **Exhibits.** All exhibits referred to in this Contract are incorporated herein by this reference.
- I. **Entire Agreement.** The Contract, including all exhibits and other documents incorporated herein or made applicable by reference, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written.
- J. **Binding Authority to Sign and Authorization.** Each of the Parties to this Contract hereby represents that those necessary and appropriate actions of its respective governing body, as applicable, have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purport to represent.
- K. **Survival.** The provisions of this Contract which by their nature survive termination of this Contract or final completion, including all warranties, indemnities, payment obligations, and LJHA's right to audit Contractor's books and records, shall remain in full force and effect after final completion or any termination of the Contract.
- L. **Counterparts.** This Contract may be executed in counterparts, each of which shall be deemed to be an original.
- M. **Working Papers.** All statements, records, schedules, working papers and memoranda made by Contractor incident to, or while rendering Work to LJHA pursuant to this Contract, except for the deliverables submitted by Contractor to LJHA and except for records which held by LJHA and are part of LJHA's records, shall be and remain the property of Contractor in the absence of an express agreement between Contractor and LJHA to the contrary. No such statements, records, schedules, working papers, or memoranda shall be sold, transferred, or bequeathed, without the consent of LJHA, to anyone other than LJHA's licensee, successors, or assigns, or any combined or merged firm or successor in interest to Contractor.
- N. **Legal Requirements.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act (ADA), the Fair Labor Standards Act (FLSA), the Family and Medical Leave



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*(Printed Name of Person Authorized to Sign)*

Title:

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*CONTRACTOR*

By:

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*\_\_ (Signature of Person Authorized to Sign)*

*(Printed Name of Person Authorized to Sign)*

Title:

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Exhibit 1 Scope of Work

Exhibit 2 Contractor's List of Subcontractors

Exhibit 3 Contractor's Section 3 documentation

Exhibit 4 Copy of Section 46

Exhibit 5 Contractor's insurance certificates and endorsements in effect as of the date of Contract execution

Exhibit 7: Sample Section 3 Contract Clause ("*Section 3 Clause*")

**Exhibit E**  
**Transmittal Letter**

**Instructions: Please complete all fields marked with [[]] by filling them in with your relevant information.**

**[[date]]**

*SUBJECT: Request for Proposals No. HA-2025, Design Build Project La Junta Housing Authority for the A/C Units*

Diane McAtee  
Executive Director  
Contracting Officer

**[[Contractor Name]]** wishes to submit the following proposal to The La Junta Housing Authority for Request for Proposal HA-2025 for A/C Units at La Junta Housing Authority Facilities located at the following site: 315 East 5th Street, La Junta, Colorado. Per the requirements of the RFP and in accordance with Exhibit E, please accept this as our formal transmittal letter and introduction.

**[[The name of the business, and its mailing address and telephone number; ]]**

**[[contractor's primary contact person]]**

**[[name]]**

**[[title]]**

**[[email address]]**

**[[telephone number]]**

The proposal will remain valid for a period of not less than 120 days from the due date for proposals.

The business is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency.

Sincerely,

**[[signature of person authorized to bind the business ]]**

**[[name of person authorized to bind the business to the terms of the proposal]]**

**[[title of person authorized to bind the business to the terms of the proposal]]**

**Exhibit F**

**CONTRACTOR INFORMATION**

Contractor Name:

\_\_\_\_\_  
(Enter legal name for contracting purposes)

Business Address:

\_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Contractor's Labor Compliance Officer:** \_\_\_\_\_ (name)  n/a

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Labor compliance officer has prior experience with state wage/labor compliance, including submission of prevailing wages directly to the DIR using the eCPR system.

Contractor acknowledges that LCP Tracker is required for purposes of weekly certified payroll reporting, which shall be subscribed by and at the expense of Contractor or it's labor consultant.

**Classifications of Workers to be employed on this Project:**

<input type="checkbox"/> Asbestos	<input type="checkbox"/> Boilermaker	<input type="checkbox"/> Bricklayers	<input type="checkbox"/> Carpenters
<input type="checkbox"/> Carpet/Linoleum	<input type="checkbox"/> Cement Masons	<input type="checkbox"/> Drywall Finishers	<input type="checkbox"/> Drywall/Lathers
<input type="checkbox"/> Electricians	<input type="checkbox"/> Elevator Mechanic	<input type="checkbox"/> Glaziers	<input type="checkbox"/> Iron Workers
<input type="checkbox"/> Laborers	<input type="checkbox"/> Millwrights	<input type="checkbox"/> Operating Eng	<input type="checkbox"/> Painters
<input type="checkbox"/> Pile Drivers	<input type="checkbox"/> Pipe Trades	<input type="checkbox"/> Plasterers	<input type="checkbox"/> Roofers
<input type="checkbox"/> Sheet Metal	<input type="checkbox"/> Sound/Comm	<input type="checkbox"/> Surveyors	<input type="checkbox"/> Teamster
<input type="checkbox"/> Tile Workers			

**Subcontractors:**

- No subcontractors will be employed on the project.
- All subcontractors proposed for the project are identified on the attached List of Subcontractors; all public works subcontractors have been confirmed as being licensed and registered per the solicitation requirements.

**Insurance.**  The undersigned acknowledges the business carries the insurance coverages identified in the solicitation.

**Bonding Capacity.**  The undersigned acknowledges the business has sufficient bonding capacity to post payment and performance bonds equal to the 100% of value of the bid.

**La Junta Business Tax Registration Certificate:**

- The business has a valid La Junta Business Tax Registration Certificate No. \_\_\_\_\_.
- The business does not currently hold a valid La Junta Business Tax Registration Certificate. If awarded the contract, the undersigned certifies the business will immediately register for a Business Tax Registration Certificate, if said Certificate is required to perform the Work. (Contractors are encouraged to contact the City of La Junta to determine whether a Business Tax Registration Certificate is required.)

**Addenda:**

- The undersigned has confirmed no addenda were posted on THE LA JUNTA HOUSING AUTHORITY WEBSITE AT: <https://lajuntahousing.org/> for this solicitation
- Acknowledgement of receipt of Addendum No. \_\_\_\_\_ issued \_\_\_\_\_
- Acknowledgement of receipt of Addendum No. \_\_\_\_\_ issued \_\_\_\_\_
- Acknowledgement of receipt of Addendum No. \_\_\_\_\_ issued \_\_\_\_\_

**Certification:**

Name of Business:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Title:

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**Exhibit G**

**CONTRACTOR RESPONSIBILITY QUESTIONNAIRE**

Name of Firm: \_\_\_\_\_

**Use:** This Contractor Responsibility Questionnaire form will be used to evaluate Contractor strength, stability and integrity as a business concern, including its record of compliance with labor, health and safety regulations. LJHA reserves the right to request additional information as needed to determine whether the business qualifies as a responsible bidder.

**Instructions:** Complete all questions, sign and return this Questionnaire and any requested supplemental information with your bid.

**Confidential:** LJHA's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure.

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At any time in the last five years, has your business or any of your business's owners, officers or partners been in bankruptcy?

No  Yes – Identify who filed bankruptcy, and provide details, including year filed and case status.

Is your business currently a debtor in a bankruptcy case?

No  Yes - Indicate the year filed and the case status.

At any time in the last five years, has any CSLB license held by your business or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been revoked or suspended?

No  Yes – Identify whose license was revoked/suspended and provide details, including when the action was taken and current license status.

At any time in the last five years, has any surety completed a contract on behalf of your business, or paid for completion of a project because your business was default terminated by the project owner?

No  Yes – Provide details concerning the project and default/termination.

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At any time during the last five years, has any surety made any payments on your business's behalf to satisfy any claim made against a performance or payment bond issued on your business's behalf in connection with your business's default on a project?

No  Yes - Provide details concerning the project and the surety's action.

At any time in the last five years, has your business been assessed liquidated damages under a contract with either a public or private owner?

No  Yes – Identify the public agency / private owner and describe the underlying facts.

At any time in the last five years, has your business, or any business with which any of your business's owners, officers or partners was associated as an owner, partner or officer, been debarred, disqualified, removed or otherwise prevented from bidding on, or competing for, any government agency contract or public works project for any reason?

No  Yes – Indicate who was subject to the action, and provide details concerning the action, including the current status.

At any time in the last five years, has your business been denied a contract award by a public agency based on a finding that your business was not a responsible bidder?

No  Yes – Identify the public agency and describe the underlying facts.

Has your business, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

No  Yes – Identify the person subject to the action and describe the underlying facts.

Has your business, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction activities?

No  Yes – Identify the person subject to the action and describe the underlying facts.

At any time during the last five years, has your business, or any of its owners or officers been convicted of a state or federal crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

No  Yes – Identify the person subject to the action and describe the underlying facts.

Has your business or any of its owners, officers or partners ever been convicted of a state or federal crime of fraud, theft, or any other act of dishonesty?

No  Yes – Identify the person subject to the action and describe the underlying facts.

At any time during the last five years, has the U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) cited and assessed penalties against your business? [NOTE:

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You do not need to include such information if you have filed an appeal of a citation and the Federal OSHA Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending.]

No  Yes – Provide details concerning the violation, penalties paid and corrective actions the business took to avoid future violations, if applicable.

At any time during the last five years, has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your business or the owner of a project on which your business was the prime contractor? [NOTE: You do not need to include such information if you have filed an appeal of a citation and the appeals board has not yet ruled on your appeal, or if there is a court appeal pending.]

No  Yes – Provide details concerning the violation, penalties paid and corrective actions the business took to avoid future violations, if applicable.

At any time during the last five years, has there been more than one occasion in which the Department of Industrial Relations has penalized your business or required your business to pay back wages for failure to comply with the state’s prevailing wage laws or federal Davis-Bacon prevailing wage requirements? [NOTE: This question refers only to your own business’s violation of prevailing wage laws, not to subcontractor violations of the prevailing wage laws.]

No  Yes – Provide details concerning each violation, including penalties paid and corrective actions the business took to avoid future violations, if applicable.

At any time during the last five years, has a state or federal agency found that your business violated Colorado apprenticeship laws or regulations or the laws pertaining to the use of apprentices on public works?

No  Yes – Provide details concerning each violation, including penalties paid and corrective actions the business took to avoid future violations, if applicable.

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(print/type name)

Signature: \_\_\_\_\_

This Contractor Responsibility Questionnaire must be signed by the same person who signs the transmittal letter

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**Exhibit H**  
**DECLARATION OF COMPLIANCE WITH VENDOR DIVERSITY**  
**OUTREACH REQUIREMENTS**

LJHA requires vendors/contractors/proposers undertake good faith efforts to ensure that Minority Business Enterprises, Woman Business Enterprises and Labor Surplus Area Businesses are provided opportunities to contract with LJHA for the delivery of goods and services.

**“Minority Business Enterprise” (MBE)** means a certified business that is at least 51% owned and controlled by one or more minority group members, or, in the case of a publicly owned business, one for which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, African/Black Americans, Hispanic/Latino Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.

**“Women Business Enterprise” (WBE)** means a certified business that is at least 51% owned and controlled by one or more women, or, in the case of publicly held corporation, 51% of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more such individuals.

**“Labor Surplus Area Business” (LSA)** means a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment.

The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of his/her/its knowledge, true and correct with respect to the efforts made in a "good faith" attempt to comply with LJHA’s outreach requirements and that said business will provide to LJHA evidence of the efforts described herein within three working days of such request.

1. Identified Bid/Proposal Items

We identified specific items in the bid/proposal to be performed or procured from MBE/WBE/LSA businesses.

We **did not** identify such items.

Initial \_\_\_\_\_

2. **Advertisement**

Not less than \_\_\_\_\_ days prior to the submission of the bids/proposals, we advertised for bids/proposals from interested MBE/WBE/LSA businesses in more than one daily or weekly newspaper, trade association publications, minority or trade-oriented publications, trade journals, internet, social media and/or other media. **[Proof of advertisement must be attached.]**

We **did not** advertise for bids from MBE/WBE/LSA businesses.

Initial \_\_\_\_\_

3. **Written Notice**

Not less than \_\_\_\_\_ days prior to the submission of the bids/proposals, we provided written notice of our interest in bidding and requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBE/LSA and other business enterprises. [NOTE: You may be requested to submit a list of organizations that provided such assistance.]

We **did not** provide such written notice.

Initial \_\_\_\_\_

4. **Participation**

We directly solicited MBE/WBE/LSA businesses that have agreed to participate in this contract if awarded.

We **did not** obtain participation by MBE/WBE/LSA businesses.

Initial \_\_\_\_\_

5. **Negotiations**

We negotiated in good faith with interested MBE/WBE/LSA businesses and did not unjustifiably reject bids prepared by any such business. [NOTE: You may be requested to submit a list of the negotiating businesses that includes the item of work solicited.]

We **did not** engage in such negotiations.

Initial \_\_\_\_\_

Company Name \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Exhibit I**

**LIST OF SUBCONTRACTORS**

1. Please provide the requested information concerning each subcontractor selected to perform Work on the project. State law prohibits the listing of more than one subcontractor for the same item of work. Contractor certifies that it has investigated the eligibility of each subcontractor listed below and has determined that none is (1) debarred, suspended or otherwise ineligible to be awarded contracts by any agency of the United States Government or to participate in programs of the U.S. Department of Housing and Urban Development, or (2) ineligible to perform work on a public works project pursuant to Colorado Code 2023 C.R.S., Title 24, Procurement Code, Art. 109. Remedies § 24-109-105(i.e., state debarment).

Proposer: \_\_\_\_\_

Company Name: _____
Contact Person: _____ Title: _____
Business Address: _____
Phone: _____ Email: _____
Trade performed on the Project: _____ Contract Sum: _____
License/Certification Type (for Project Work): _____
License/Certification No(s): _____

Company Name: _____
Contact Person: _____ Title: _____
Business Address: _____
Phone: _____ Email: _____
Trade performed on the Project: _____ Contract Sum: _____
License/Certification Type (for Project Work): _____
License/Certification No(s): _____

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Trade performed on the Project: \_\_\_\_\_ Contract Sum: \_\_\_\_\_  
License/Certification Type (for Project Work): \_\_\_\_\_  
License/Certification No(s): \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Trade performed on the Project: \_\_\_\_\_ Contract Sum: \_\_\_\_\_  
License/Certification Type (for Project Work): \_\_\_\_\_  
License/Certification No(s): \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Trade performed on the Project: \_\_\_\_\_ Contract Sum: \_\_\_\_\_  
License/Certification Type (for Project Work): \_\_\_\_\_  
License/Certification No(s): \_\_\_\_\_

(Submit additional forms as needed)

**Exhibit J**

**PROJECT EXPERIENCE FORM**

Bidder's Name: \_\_\_\_\_

**LJHA requires that contractors have a minimum 5 years' experience performing on projects similar in type and scale to this A/C Unit installation project. *Contact information must be current and project information verifiable. Attach additional sheets if desired.***

**1. Use the space below to identify your oldest listed project, which should date back to 2020 or earlier to demonstrate at least 5 years' experience.**

Start Date: _____	Completion Date: _____
<sup>1</sup> Agency/Company Name: _____	
Contact Person: _____	Title: _____
Business Address: _____	
Phone: _____	Email: _____
Contract Amount \$ _____ <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor	
Describe project, providing details such as the number and types of units installed.	
_____	
_____	
Check applicable box for wage compliance: <input type="checkbox"/> State Prevailing Wages <input type="checkbox"/> Davis-Bacon Wages <input type="checkbox"/> not applicable	

**2. Use the space below to identify at least two projects that included units of the brand and type you're proposing to install on this project whether self-performed or using a qualified subcontractor. Incomplete project descriptions will not be considered towards satisfying this requirement.**

Completion Date: _____ Agency Name: _____
Contact Person: _____ Title _____
Phone: _____ Email: _____
Contract Amount \$ _____ <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor
Describe project, providing details such as the number and types of buildings
_____
_____
Check applicable box for wage compliance: <input type="checkbox"/> State Prevailing Wages <input type="checkbox"/> Davis-Bacon Wages <input type="checkbox"/> not applicable
Completion Date: _____ Agency Name: _____
Contact Person: _____ Title _____
Phone: _____ Email: _____
Contract Amount \$ _____ <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor
Describe project, providing details such as the number and types of buildings
_____
_____
Check applicable box for wage compliance: <input type="checkbox"/> State Prevailing Wages <input type="checkbox"/> Davis-Bacon Wages <input type="checkbox"/> not applicable

**3. List at least four (4) residential rehabilitation projects. At least two must be a project for which the contractor acted as the Prime Contractor. Incomplete project descriptions will not be considered towards satisfying this requirement.**

<p>Start Date: _____ Completion Date: _____</p> <p>Agency/Company Name: _____</p> <p>Contact Person: _____ Title: _____</p> <p>Business Address: _____</p> <p>Phone: _____ Email: _____</p> <p>Contract Amount \$ _____ <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor</p> <p>Describe project, providing details such as the number and types of units installed.</p> <p>_____</p> <p>_____</p> <p>Check applicable box for wage compliance: <input type="checkbox"/> State Prevailing Wages <input type="checkbox"/> Davis-Bacon Wages <input type="checkbox"/> not applicable</p>
<p>Start Date: _____ Completion Date: _____</p> <p>Agency/Company Name: _____</p> <p>Contact Person: _____ Title: _____</p> <p>Business Address: _____</p> <p>Phone: _____ Email: _____</p> <p>Contract Amount \$ _____ <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor</p> <p>Describe project, providing details such as the number and types of units installed.</p> <p>_____</p> <p>_____</p> <p>Check applicable box for wage compliance: <input type="checkbox"/> State Prevailing Wages <input type="checkbox"/> Davis-Bacon Wages <input type="checkbox"/> not applicable</p>



Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_  Prime Contractor  Subcontractor

Describe project, providing details such as the number and types of units installed.

\_\_\_\_\_

\_\_\_\_\_

Check applicable box for wage compliance:  State Prevailing Wages  Davis-Bacon Wages  not applicable

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

Agency/Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contract Amount \$ \_\_\_\_\_  Prime Contractor  Subcontractor

Describe project, providing details such as the number and types of units installed.

\_\_\_\_\_

\_\_\_\_\_

Check applicable box for wage compliance:  State Prevailing Wages  Davis-Bacon Wages  not applicable

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**Exhibit K**

**NON-COLLUSION DECLARATION<sup>6</sup>**  
**(Bid for Public Works Project)**

[The terms “bid” and “bidder” as used herein shall refer to the proposal submitted to HACLA and the business submitting the proposal, respectively.]

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of Colorado that the foregoing is true and correct and that this declaration is executed

on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

\_\_\_\_\_  
(Signature)

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**LA JUNTA HOUSING AUTHORITY SECTION 3 ECONOMIC OPPORTUNITY PLAN (EXHIBIT M)**

Economic Opportunities for Low- and Very-Low Income Persons:

**Section 3 Regulation (24 CFR Part 75)** Section 3 of the Housing and Urban Development Act of 1968, Section 3 is codified at 12 U.S.C. 1701u, as amended, and implemented at 24 CFR Part 75. ("Section 3") provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

The project that is the subject of this solicitation ("project") will be funded using federal financial assistance and thus qualifies as **Housing and Community Development Financial Assistance** for purposes of Section 3 regulations or is otherwise subject to Section 3 compliance in accordance with LJHA's Section 3 Policy and Compliance Plan. As such, this solicitation and the resulting contract award is subject to compliance with Section 3 regulations and the Section 3 Policy and Compliance Plan, which is available for viewing at the LJHA Administrative Office. **LJHA places a particular importance on creating new job opportunities for Section 3 Workers and Targeted Section 3 Workers, including, providing them sufficient labor hours on the project. Awarded vendor will be required to meet or exceed the 25% and 5% labor hour benchmark, 30% new hire benchmark and any other commitments made herein or as imposed in the contract.**

As a participating Bidder/Proposer, please answer the questions and provide the requested information on the pages that follow and sign where indicated. ***Subcontractors employed on the project must also complete these Section 3 forms, if feasible. Include your completed Section 3 forms, and the completed forms for each of your subcontractors with your bid/proposal. Failure to complete all information and/or submit all pages may result in a finding that your bid/proposal is non-responsive.***

If awarded a contract, you will be required to provide reports documenting your efforts to comply with the requirements of Section 3 and LJHA's Section 3 Policy and Compliance Plan, including hiring Section 3 Workers/Targeted Section 3 Workers and meeting the labor hour benchmarks. A copy of your completed Section 3 package will be included in the contract.

*General questions and assistance in completing Section 3 forms can be directed to [susan@rsmorris.net](mailto:susan@rsmorris.net).*

LJHA IFB /RFP #: \_\_\_\_\_ Bid Amount: \$ \_\_\_\_\_

PROJECT TITLE: Design Build A/C Units for La Junta Housing Authority

\_\_\_\_\_  
 Name of Contractor/Service Provider

\_\_\_\_\_  
 Contact Name and Title

\_\_\_\_\_  
 Services Provided

\_\_\_\_\_  
 Business Certifications (Section 3, MBE/WBE/SBE)

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City/State/Zip Code

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Email

**1. Does your Business qualify as a Section 3 Business Concern?** YES  NO

If you answered YES, complete the Section 3 Business Certification Form attached to this exhibit. If you answered NO, you do not need to submit the Section 3 Business Certification with your bid/proposal/quote.

A **Section 3 Business Concern** means a business concern that satisfies **at least one** of the following criteria within the last six-month period:

- a. The business is at least 51 percent owned and controlled by low- or very low-income persons;
- b. Over 75 percent of the labor hours performed for the business over the prior three-month period has been performed by Section 3 workers; or
- c. The business is at least 51 percent owned and controlled by residents who currently live in public housing or Section 8-assisted housing.

**2. Will you be using any subcontractors on this project?** YES  NO

If you answered YES, complete below. **Remember to provide each listed subcontractor with a copy of these Section 3 forms, and include them with your bid/proposal.**

Subcontractor Name	Trade	Subcontract Dollar Value	Business Certification

Bidder/Proposer Name: \_\_\_\_\_

**3. If awarded a contract, how many people/workforce are needed to complete the job?**

Please list the job classifications and number of workers needed for each classification.

Job Title	Current Workforce	Additional Needed

**4. If awarded a contract, how many new employment positions do you expect to have available that you can commit to filling by hiring Section 3 Workers and/or Targeted Section 3 Workers? (30% new hire benchmark requirement)**

Job Classification/ Position	Number of Expected New Positions you commit to hire Section 3 Worker/Targeted Section 3 Worker	Notes

**5. Please indicate the qualitative efforts you can engage in to provide Section 3 Workers and/or Targeted Section 3 Workers other economic opportunities, especially if you are not able to meet new hire requirements and/or HUD labor hour benchmarks:**

Provide training or apprenticeship opportunities (24 CFR Part 75.25 (b) (2)).  
 Specify: \_\_\_\_\_

Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training (24 CFR Part 75.25 (b) (7)).  
 Specify: \_\_\_\_\_

Provide Section 3 Workers financial literacy training and/or coaching (24 CFR Part 75.25 (b)(8)). Specify: \_\_\_\_\_

Provide other qualitative efforts consistent with 24 CFR Part 75.25 (b) (1.14).  
 Specify: \_\_\_\_\_

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Bidder/Proposer Name: \_\_\_\_\_

## 6. Labor Hour Benchmarks and Good Faith Efforts

Regardless of hiring or other economic opportunity commitments noted in Parts 4 and 5 of this document, the bidder/proposer understands that it also needs to make good faith efforts to achieve the labor hour benchmarks established by HUD pursuant to 24 CFR Part 75.23 and report such labor hours pursuant to 24 CFR Part 75.25.

For purposes of Section 3, good faith efforts include, but are not limited to:

1. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
2. Provided training or apprenticeship opportunities.
3. Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
4. Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
5. Held one or more job fairs.
6. Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
7. Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
8. Assisted Section 3 workers to obtain financial literacy training and/or coaching.
9. Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
10. Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
11. Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
12. Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
13. Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
14. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

*Additional Notes/Comments*

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*Please sign below to acknowledge the following:*

- You have read and understood the Section 3 requirements set forth herein.*
- If awarded a contract, you intend to comply with all applicable requirements and satisfy Section 3 benchmarks and your expressed commitments.*
- You understand that if awarded a contract you may be held in material default of the contract if you fail to comply with your expressed commitments.*
- You understand that if awarded a contract, your business is required to submit compliance reports, worker certification forms, payroll or time and attendance records and documentation evidencing your efforts to satisfy Section 3 benchmarks and your expressed commitments.*

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 Bidder/Proposer Name: \_\_\_\_\_

*DEFINITIONS*

A **Section 3 Worker** means any worker who currently qualifies or when hired within the last five years qualified in **at least one** of the following categories:

- a. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD (includes residents of public housing);
- b. The worker is employed by a Section 3 business concern; or
- c. The worker is a YouthBuild participant.

For **Housing and Community Development Financial Assistance** projects like this, a **Targeted Section 3 worker** means a **Section 3 worker** who is:

- a. A worker employed by a Section 3 business concern; or
- b. A worker who currently qualifies or when hired within the last five years qualified in **at least one** of the following categories:
  - i. Living within the service area or the neighborhood of the project\*, as defined in § 75.5; or
  - ii. A YouthBuild participant.

\*Neighborhood of the Project also referred to as “Service Area,” means an area within one mile of the Section 3 Project or, if fewer than 5,000 people live within one mile of a Section 3 Project, within a circle centered on the Section 3 Project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census. Contact LJHA’s Contract Administrator prior to starting work on the project to receive the mapping tools and/or boundaries applicable to your project.

*HUD INCOME LIMITS*

Federal low- and very low-income limits are determined annually by HUD and are published at <https://www.huduser.gov/Portal/datasets/il.html#year2024> Please see below 2023 income limits and refer to the link above for annual updates as needed.

**Income Eligibility Guideline\* (FY 2024 Otero County HUD Income Limits)**

\*Note: A **Section 3 worker** can be either a very low or low-income individual.

FY 2024 Income Limit Area	Median Family Income <a href="#">Click for More Detail</a>	FY 2024 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Otero County, CO	\$65,800	Very Low (50%) Income Limits (\$) <a href="#">Click for More Detail</a>	33,000	37,700	42,400	<b>47,100</b>	50,900	54,650	58,450	62,200
		Extremely Low Income Limits (\$)* <a href="#">Click for More Detail</a>	19,800	22,600	25,820	<b>31,200</b>	36,580	41,960	47,340	52,720
		Low (80%) Income Limits (\$) <a href="#">Click for More Detail</a>	52,750	60,300	67,850	<b>75,350</b>	81,400	87,450	93,450	99,500

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*HIRING PRIORITIES*

Employment and training opportunities created for this project shall be given to Section 3 Workers in the following order of priority;

- ☐ P1: To Section 3 Workers residing within the service area or the neighborhood of the project\*; and
- ☐ P2: To participants in YouthBuild programs

**SECTION 3 COMPLIANCE BENCHMARKS:**

If awarded a contract, you will be required to demonstrate good faith efforts and provide evidence that you followed the hiring priorities and met or exceeded the following Section 3 Benchmarks:

1. **25 percent** or more of the total number of labor hours worked by all workers on the project are **Section 3 Workers**; and
2. **5 percent** or more of the total number of labor hours worked by all workers on the project are **Targeted Section 3 Workers**; and
3. **30 percent** of all New Hires are **Section 3 Workers**
4. **Section 3 Business Contracting goals** of 10% for construction related and 3% for non-construction related contracts

**Awardees will be required to engage in good faith efforts to satisfy their Section 3 Compliance Benchmarks, commitments made herein and report that data to LJHA as requested using Labor Hours Compliance Report Form.**





**Exhibit N**

**Pricing Sheet**

PROJECT TITLE: Design Build A/C Units for La Junta Housing Authority

PROJECT NUMBER: RFP HA-2025

ITEM	DESCRIPTION	UNIT OF MEASURE	QTY	UNIT PRICE	TOTAL PRICE
BASE BID					
1	8-Plex 1BR Unit with Exterior Wall Location	HVAC Unit	18	\$ _____	\$ _____
2	8-Plex 1BR Unit without Exterior Wall Location	HVAC Unit	6	\$ _____	\$ _____
3	4-Plex 1BR Unit with Exterior Wall Location	HVAC Unit	4	\$ _____	\$ _____
4	Duplex	AC Unit with Existing Furnace	2	\$ _____	\$ _____
5	Complete an additional electrical scope in each Housing Unit where work occurs by replacing an outlet.	GFCI Outlet	32	\$ _____	\$ _____
6	Duplex	New Mini-Split	2	\$ _____	\$ _____

**TOTAL of All Items:** \_\_\_\_\_