

2640 Fountain View Drive, Houston, Texas 77057 | 713.260.0600 | David A. Northern, Sr., **President & CEO**  
**Houston Housing Authority Board of Commissioners:** LaRence Snowden, *Chair* | Kristy M. Kirkendoll, *Vice Chair*  
Dr. Max Miller, Jr. | Stephanie Ballard | Andrea Hillard Cooksey | Kris Thomas | Guillermo "Will" Hernandez

---

**INVITATION FOR BID  
("IFB") 23-41**

The Houston Housing Authority ("HHA"), is soliciting sealed bids with the intent to establish fixed price contracts with responsive and responsible businesses who can perform all the necessary construction-related work needed to facilitate the installation of air conditioning units at multiple HHA properties in accordance with the requirements and terms and conditions specified.

Interested parties who wish to respond to this solicitation must submit the required documents in a sealed envelope to the below individual by **2 P.M. Central Standard Time ("CST"): September 6, 2023:**

**Houston Housing Authority**  
**Attn: Austin Crotts, Procurement Manager**  
**Subject: IFB 23-41 Installation of A/C Units at Cuney Homes, Irvinton Village and Kelly Village**  
**DO NOT OPEN**  
**2640 Fountain View Drive, Houston, Texas 77057**

**All Interested Parties Are Highly Encouraged (But Not Required), To Participate in a Pre-Bid Conference Via In-Person or Zoom as Specified in Section 4.0 Procurement Schedule.**

**Interested parties are highly encouraged to check HHA's website prior to the submission of their sealed response to ensure they are aware of any Amendment(s) that may affect this solicitation. They should also send an e-mail acknowledgment to [HHAcoldown@housingforhouston.com](mailto:HHAcoldown@housingforhouston.com), that they have downloaded this solicitation from HHA's website. Doing so will allow "HHA" to notify interested parties of any Amendments that may affect this solicitation.**

**Late submissions will be handled in accordance with Section 5 of Attachment H Instruction to Bidders for Contracts Public and Indian Housing Programs (HUD Form 5369).**

Interested parties with questions about this solicitation, or who need additional information should send an e-mail (preferably) to [HHAcoldown@housingforhouston.com](mailto:HHAcoldown@housingforhouston.com) with **"IFB 23-41"** in the subject line by the date specified in Section 4.1. Any changes to the requirements specified herein will be done via an Amendment.

*Austin Crotts*    8-2-2023  
**Austin Crotts,**  
**Procurement Manager**  
**Houston Housing Authority (HHA)**



*A Fair Housing and Equal Employment Opportunity Agency. For assistance: Individuals with disabilities may contact the 504/ADA Administrator at 713-280-0353, TTY 713-280-0574 or [504ADA@housingforhouston.com](mailto:504ADA@housingforhouston.com)*

## **TABLE OF CONTENTS**

### **SUBJECT**

### **SECTION**

### **PAGE**

#### **I. ORGANIZATION OVERVIEW**

PROFILE OF HHA	1.0	3
----------------	-----	---

#### **II. SPECIAL TERMS AND CONDITIONS**

INTENT	2.0	4
PERIOD OF PERFORMANCE	3.0	4
PROCUREMENT SCHEDULE	4.0	4
REGISTRATION	5.0	5
SCOPE OF WORK	6.0	6
SELECTION CRITERIA	7.0	6
SUBMITTALS	8.0	6

#### **III. GENERAL TERMS AND CONDITIONS**

AMENDMENTS	9.0	8
AVAILABILITY OF RECORDS	10.0	8
BASIS FOR AWARD	11.0	8
CANCELLING THE SOLICITATION	12.0	8
ETHICAL BEHAVIOR	13.0	8
FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY	14.0	9
INFORMALITIES	15.0	9
INSURANCE	16.0	10
MINORITY WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION	17.0	10
MISTAKES IN BIDS	18.0	10
PAYMENT	19.0	11
PERMITS	20.0	11
PROJECT MANAGER	21.0	11
QUESTIONS	22.0	11
REMOVAL OF EMPLOYEES	23.0	11
RESERVATION OF RIGHTS	24.0	11
RULES, REGULATIONS AND LICENSING REQUIREMENTS	25.0	12
STANDARDS OF CONDUCT	26.0	12
SUBCONTRACTING	27.0	12
TAXES	28.0	12
TRAVEL AND REIMBURSEMENTS	29.0	12
VALIDITY OF RESPONSES	30.0	12
SUPPLEMENTS	31.0	12

## **I. ORGANIZATION OVERVIEW**

### **1.0 PROFILE OF THE HOUSTON HOUSING AUTHORITY**

- 1.1 “HHA” is currently governed by the Housing Authorities Law, codified in the Texas Local Government Code. It is a unit of government and its functions are essential governmental functions. It operates and manages its housing developments to provide decent, safe, sanitary, and affordable housing to low-income families, the elderly, and the disabled, and implements various programs designed and funded by the U.S. Department of Housing and Urban Development (HUD). “HHA” is a Public Housing Agency.
- 1.2 The property of “HHA” is used for essential public and governmental purposes, and its property are exempt from all taxes, including sales tax on all its purchases of supplies and services.
- 1.3 “HHA” enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers.
- 1.4 “HHA” maintains contractual arrangements with HUD to manage and operate its Low Rent Public Housing program and administers the Section 8 Housing Assistance Payments programs. HHA’s programs are federally funded, and its revenues are received from federal funds, administrative fees, development grants, and rental income.
- 1.5 “HHA” provides affordable homes and services to more than 60,000 low-income Houstonians, including over 17,000 families housed through the Housing Choice Voucher Program, 4,200 living in 19 public housing and tax credit developments, and an additional 716 in project-based voucher developments around the city.

**END OF SECTION I**

## II. SPECIAL TERMS AND CONDITIONS

### 2.0 INTENT

- 2.1 The intent of this solicitation is to establish **fixed-price contracts** with responsive and responsible businesses who can provide all the construction-related work specified in Exhibit B: Scope of Work, incorporated into solicitation.
- 2.2 HHA is looking to award a portion of the contracts to Section 3 business concerns. Section 3 businesses are defined as a business that meets at least one of the following criteria, documented within the last six-month period:
1. At least 51 percent owned and controlled by low- or very low-income persons;
  2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (See Attachment D for more on Section 3 workers); or
  3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- 2.3 Successful bidders will provide all necessary labor and tools for a complete installation of up to 80 window AC units per details provided in this solicitation.
- 2.4 Complete installation includes the window AC units, metal panels, steel angles, support brackets, screws/bolts, sealant, etc.
- 2.5 All materials necessary to complete the installation of the window ac units will be provided. Material to be provided will include window AC units, metal panels, steel angles, support brackets, screws/bolts, sealant, etc.
- 2.6 Perspective bidders are to provide a per unit cost. Dependent on participation companies may be awarded additional units.

### 3.0 PERIOD OF PERFORMANCE

- 3.1 Any contract issued as a result of this solicitation will have ninety (90) days, and all work will be performed between the hours of 8:00 A.M and 5:00 P.M. Monday thru Friday.

### 4.0 PROCUREMENT SCHEDULE

- 4.1 The anticipated procurement schedule for this solicitation is as follows:

<u>EVENT</u>	<u>DATE</u>
<b>Date Solicitation Advertised</b>	<b>August 3, 2023</b>
<b>Pre-bid Conference and Paperwork Assistance 2640 Fountain View Drive, Houston, TX 77057 See Exhibit A</b>	<b>Saturday, August 12, 2023 at 10:00 AM</b>

<p><b>Deadline for the Receipt of Written Questions to <a href="mailto:HHAcoldown@housingforhouston.com">HHAcoldown@housingforhouston.com</a></b></p>	<p><b>4:00 PM August 22, 2023</b></p>
<p><b>Deadline Answers to Written Questions will be posted on <a href="http://HousingforHouston.com">HousingforHouston.com</a></b></p>	<p><b>5:00 PM August 24, 2023</b></p>
<p><b>Deadline for the Receipt of Sealed Responses</b></p>	<p><b>2:00 PM September 6, 2023</b></p>

**NOTE: INTERESTED PARTIES ARE RESPONSIBLE FOR MONITORING HHA’S WEBSITE TO ENSURE THEY STAY INFORMED OF ANY AMENDMENTS THAT MAY AFFECT THIS SOLICITATION.**

4.2 Information provided at the pre-bid conference is not binding unless it has been incorporated into this solicitation via an Amendment.

4.2.1 **INTERESTED PARTIES WILL BE ALLOW TO VISIT THE SITE WITH ADVANCED NOTICE TO HHA.**

4.2.1.1 Interested parties **must** send an e-mail to the below e-mail addresses at least twenty-four (24) hours in advance of the day they planned to visit the properties:

- **HHA Project Team: [HHAcoldown@housingforhouston.com](mailto:HHAcoldown@housingforhouston.com)**

4.2.2 **INTERESTED PARTIES MUST CHECK-IN AT THE FRONT DESK WITH THE ON-SITE PROPERTY MANAGER, AND ARE REQUIRED TO LEAVE THEIR BUSINESS CARD(S).**

4.2.2.1 **QUESTIONS SHOULD NOT BE DIRECTED TO THE ON-SITE PROPERTY MANAGER, OR THIRD PARTIES, BUT MUST BE SENT TO [HHACOOLDOWN@HOUSINGFORHOUSTON.COM](mailto:HHACOOLDOWN@HOUSINGFORHOUSTON.COM) BY THE SPECIFIED DUE DATE IN THE PROCUREMENT SCHEDULE.**

4.2.3 **INTERESTED PARTIES SHALL PAY PARTICULAR ATTENTION TO SECTION 9.0 AMENDMENTS.**

4.2.4 **DUE TO COVID-19 PROTOCOLS, “HHA” REQUIRES ALL CONTRACTORS TO WEAR PROPER PPE UPON ENTERING ANY BUILDINGS AND WHILE INTERACTING WITH INDIVIDUALS.**

4.3 Posting of the Bid Tabulations

4.3.1 HHA’s Procurement Department will make a good faith effort to post the Initial Bid Tabulation on its [website](#) in a timely manner.

- 4.3.1.1 Subsequent to the bid opening, all responses will be analyzed and reviewed to determine the responsive and responsible bidder with Section 3 Business Concerns.

## 5.0 **REGISTRATION**

- 5.1 Interested Parties are encouraged to **register** their company on HHA's newly redesigned website which will facilitate "HHA" contacting them regarding solicitations that match their company's profile.
- 5.2 Before registering your company, please access the **Bidder's List** to see if your company is already registered with "HHA". There is no need to re-register unless your company is making changes to its company profile.

## 6.0 **SCOPE OF WORK (SOW)**

- 6.1 See Exhibit B – Installation of Window Air Conditioning (AC) units at Cuney Homes, Irvinton Village, and Kelly Village properties. Supply of the AC units are **excluded**.
- 6.2 Build America, Buy America Act ("BABAA Act") - The Act requires the following Buy America preference:
- (1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
  - (3) All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

## 7.0 **SELECTION CRITERIA**

- 7.1 "HHA" intends to make an award to the responsive and responsible bidders with Section 3 Business Concerns.

## 8.0 **SUBMITTALS**

- 8.1 All responses must conform to the requirements specified herein.
- 8.1.1 "HHA" is not responsible for any costs that may be incurred if "HHA" cancels this solicitation or any costs that may be incurred in the development or submittal of any response(s) to this solicitation.

8.1.2 All submissions will become a part of HHA's official files, and "HHA" is not obligated to return any submission(s) once it is in the possession of "HHA".

8.1.3 **THE CONTENTS AND ACCURACY OF THE SUBMITTALS SHOULD BE CHECKED BEFORE IT IS SUBMITTED TO "HHA".**

8.2 **One (1) original, hard-copy (provided in a three-ring binder) and one (1) flash drive containing a copy of all documents provided,** the responses may be hand-delivered or mailed to the location specified on page 1. Each response must be tabbed, and contain the following:

8.2.1 **Cover Letter ("CL")**

8.2.1.1 Acknowledge the receipt and review of this solicitation, and any Amendment(s) issued by HHA.

8.2.1.2 The "CL" must be on company letterhead, manually signed by an authorized official of the company (who can negotiate, and contractually bind the company to perform the services specified herein), along with their title, phone number, and e-mail address.

8.2.2 **Customer Reference List**

8.2.2.1 Provide the contact information of three (3) business references.

8.2.3 **Attachment A Declaration**

8.2.4 **Attachment B Non-Collusive Affidavit**

8.2.5 **Attachment C M/WBE Participation**

8.2.6 **Attachment D Section 3 Requirements and Commitment**

8.2.7 **Attachment E Conflict of Interest Questionnaire (CIQ)**

8.2.8 **Attachment F Representations, Certifications and Other Statements Public Housing Programs (Form HUD 5369-A)**

8.2.9 **Attachment G Previous Participation Certification (HUD-2530)**

8.2.9.1 Complete Attachment G Previous Participation Certification (HUD-2530)

8.2.10 **Price Sheet**

8.2.10.1 Complete Exhibit C1-C4: Price Sheets

8.2.11 **Insurance Information**

8.2.11.1 Provide a copy of Certificate of Insurance (COI)

- 8.3 “HHA” may not evaluate responses that do not comply with the submittal requirements specified herein. Responses received after the specified date and time will be considered non-responsive.

**END OF SECTION II**



### III. GENERAL TERMS AND CONDITIONS

#### 9.0 **AMENDMENTS**

- 9.1 Any interpretation(s) affecting this solicitation will be issued by “HHA” via an Amendment before the due date specified on page 1.
- 9.2 “HHA” will not be bound by and is not responsible for any oral explanations, instructions, representations, or requirements unless it is issued by “HHA” via an Amendment.
- 9.3 **Any Amendment(s) issued by “HHA” shall be binding in the same way as if originally written in this solicitation.**

#### 10.0 **AVAILABILITY OF RECORDS**

- 10.1 The U. S. Department of Housing and Urban Development, the Inspector General of the United States, “HHA”, and any duly authorized representatives of each shall have access to, and the right to examine all pertinent books, records, documents, invoices, papers, and the like of the firm(s) office, that relates to any work that is performed as a result of this solicitation.

#### 11.0 **BASIS FOR AWARD**

- 11.1 See Section 7.0.
- 11.2 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation, and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the interested party, and no relief shall be given for errors or omissions by the interested party.

#### 12.0 **CANCELLING THE SOLICITATION**

- 12.1 “HHA” may cancel this solicitation at any time, and when it is in its best interests to do so. (See Section 8.1.1)

#### 13.0 **ETHICAL BEHAVIOR**

- 13.1 Interested Firms shall not:
  - 13.1.1 Offer any gratuities, favors, or anything of monetary value to any official or employee of “HHA” that will influence their objective consideration and review of any response(s) to this solicitation; and,
  - 13.1.2 Engage in any practice which may restrict or eliminate competition (i.e., collusion), or otherwise restrain trade.
    - 13.1.2.1 The above is not intended to preclude joint ventures or subcontracts.

14.0 **FEDERAL REGULATIONS WITH REGARD TO NONDISCRIMINATION AND EQUAL OPPORTUNITY**

- 14.1 The requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin must be met by the successful firm(s).
- 14.2 The successful bidder(s)/proposer(s) will:
- 14.2.1 Adhere to federal regulations prohibiting discrimination based on age under the Age Discrimination Act of 1975, and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans With Disabilities Act of 1990.
- 14.2.2 Meet the requirements of:
- 14.2.2.1 Section 3 of the Housing and Urban Development Act of 1968, relating to the training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated.
- 14.2.2.2 Executive Orders (EO's):
- EO 11246 relating to equal employment opportunity in connection with federally funded programs; and,
  - EO's 11625, 12432, and 12138 relating to the use of minority and women's business enterprises in connection with federally funded programs.

15.0 **INFORMALITIES**

- 15.1 "HHA" reserves the right to waive any informality, and make an award that is in the best interest of "HHA".
- 15.1.1 Minor informalities are matters of form rather than substance. They are insignificant mistakes that can be waived or corrected without prejudice to the other proposers/bidders and have little or no effect on the price, quantity, quality, delivery, or contractual conditions.
- 15.1.2 Examples include failure to: return the number of signed bids required by the bid package; sign the bid, provided that the unsigned bid is accompanied by other documents indicating the bidder's intent to be bound (e.g., a signed cover letter or a bid guarantee); complete one or more certifications; or acknowledge receipt of an amendment or addendum, provided that it is clear from the bid that the bidder received the amendment/addendum and intended to be bound by its terms, or the amendment/addendum had a negligible effect on the price, quantity, quality, or delivery.

## 16.0 **INSURANCE**

- 16.1 “HHA” will specify the amount of insurance that will be required during the Period of Performance.

## 17.0 **MINORITY WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION**

- 17.1 Refer to Attachment C for M/WBE Participation requirements.

## 18.0 **MISTAKES IN BIDS**

### 18.1 General

- 18.1.1 While proposers/bidders will be bound by their submittals (the “firm bid rule”), circumstances may arise where correction or withdrawal of their bid or proposal is proper and may be permitted. Correction or withdrawal of a bid or proposal will be done in a manner that will protect and maintain the integrity and fairness of the competitive solicitation process.

### 18.2 Mistakes Discovered Before Solicitations Are Opened

- 18.2.1 Interested parties may modify, or withdraw their bid.  
(Refer to Section 5 of Attachment I.)

### 18.3 Review of Mistakes

- 18.3.1 After the solicitations are opened, “HHA” will review all submittals to ensure there are no obvious mistakes, e.g., the sum of individual bid line items does not equal the total price. If a submittal appears to have a mistake, “HHA” will notify the interested of any apparent mistake(s) in his/her submittal, and request verification of the total price as submitted.

### 18.4 Mistakes After Solicitations Are Opened

- 18.4.1 If this solicitation is soliciting bids, then in general, bidders will not be permitted to change a bid after bid opening. In rare cases, “HHA” may permit the revision of a bid if the bidder is able to present clear and convincing evidence, acceptable to “HHA”, of a mistake and the intended bid price. Allowing changes to bids without appropriate evidence may compromise the integrity of the public bid process and serve to undermine public confidence in HHA’s bidding process. Therefore, “HHA” will request as much evidence as it deems necessary. Examples of evidence may include original work papers, bids from suppliers and subcontractors used to develop the bid, bonding or insurance evidence supporting a different bid price, etc. Failure or refusal by a bidder to provide adequate evidence shall result in the original bid remaining unchanged. Consultation with HHA’s Legal Dept. will occur before authorization is given to change a bid. If justified, a low bidder can be replaced with the next lowest bidder.

## 19.0 **PAYMENT**

- 19.1 “HHA” will process all invoices after the work has been approved by HHA’s Project Manager. Payment terms are net 30 days.

## 20.0 **PERMITS**

- 20.1 The successful bidder(s) shall obtain and pay (independent of “HHA”), all permits, certificates, and licenses required and necessary for the performance of the work specified herein. Furthermore, they shall post all notices required by law, and shall comply with all laws, ordinances, and regulations which may affect their performance.

## 21.0 **PROJECT MANAGER**

- 21.1 “HHA” may designate a Project Manager during the Period of Performance.

## 22.0 **QUESTIONS**

- 22.1 Interested parties must follow the instructions on page 1 should they have any questions about this solicitation.
- 22.2 Interested parties are prohibited from querying “HHA” personnel, or members of its Board of Commissioners regarding this solicitation except through written questions submitted in the manner and within the period indicated on page 1 of this solicitation.

## 23.0 **REMOVAL OF EMPLOYEES**

- 23.1 “HHA” may request the successful contractor(s) to remove immediately from the contract/project, any employee found unfit to perform their duties due to one or more of the following reasons, which includes, but is not limited to:
- 23.1.1 Negligence, being disorderly, using abusive or offensive language, quarreling or fighting, stealing, vandalizing property; and,
- 23.1.2 Engaging in immoral or inappropriate behavior (e.g., being intoxicated, or under the influence of mind-altering substances), or pursuing criminal activity (e.g., selling, consuming, possessing or being under the influence of illegal substances).

## 24.0 **RESERVATION OF RIGHTS**

- 24.1 Depending upon the circumstance(s), HHA reserve the right to change, modify, or alter any Draft Contract associated with this solicitation.

## 25.0 **RULES, REGULATIONS AND LICENSING REQUIREMENTS**

- 25.1 The Offeror and staff must possess all necessary required license(s) to do business in Houston/Harris County and the State of Texas. Additionally, the Offeror, shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein. Offerors are presumed to be familiar with all federal, state, and local laws, ordinances, codes, rules, and regulations that may in any way affect the services.

## 26.0 **STANDARDS OF CONDUCT**

- 26.1 During the period of performance, the employees of the successful bidder(s) or proposer(s) shall conduct themselves in a responsible and professional manner, and may be removed from the project if they display behavior that is unacceptable to HHA.

## 27.0 **SUBCONTRACTING**

- 27.1 Any contract issued as a result of this solicitation will not be assigned, transferred, or subcontracted (in whole, or in part) unless it has been previously approved by HHA in writing.

## 28.0 **TAXES**

- 28.1 HHA is exempt from State of Texas, and Local Taxes.

## 29.0 **TRAVEL AND REIMBURSEMENTS**

- 29.1 Any prices/fees mutually agreed upon shall include all necessary out-of-pocket expenses needed to perform the work specified herein. HHA will not issue any reimbursements for travel, lodging, meals, or other miscellaneous or ancillary expenses, unless it is defined in the final contract.

## 30.0 **VALIDITY OF RESPONSES**

- 30.1 Responses will not be unilaterally withdrawn or modified for a period of ninety (90) days after they have been received and opened by HHA.

## 31.0 **SUPPLEMENTS**

- 31.1 The following documents are considered part of this solicitation:

Attachment A:	Declaration
Attachment B:	Non-Collusive Affidavit
Attachment C:	M/WBE Participation
Attachment D:	Section 3 Requirements and Commitment
Attachment E:	Conflict of Interest (CIQ) Form
Attachment F:	Representations, Certifications and Other Statements Public Housing Programs (Form HUD 5369-A)
Attachment G:	Previous Participation Certification (HUD-2530)
Attachment H:	Instructions to Bidders for Contracts Public and Indian Housing Programs (Form HUD-5369)
Attachment I:	General Contract Conditions for Small Construction/Development Contracts (Form HUD-5370-EZ)
Attachment J:	Davis Bacon Wage Rates
Attachment K:	Schedule of Amounts for Contract Payments (Form HUD 51000)
Exhibit A:	Pre-Bid Conference/Teleconference Access Information
Exhibit B:	Scope of Work
Exhibit C:	Specifications
Exhibit D:	Price Sheet
Exhibit E:	Draft Contract

- 31.2 Interested parties are responsible for ensuring they have all documents referenced and incorporated in this solicitation, and are familiar with the contents of those documents. Failure to do so shall be at the sole risk of the offeror and no relief shall be given for errors or omissions by the offeror.

**END OF SECTION III**

**ATTACHMENT A**

**DECLARATION**

The undersigned declares the following:

- This response is being submitted in good faith and without collusion or fraud
- The only person(s) interested in the aforementioned solicitation is listed below, and this response is being submitted without connection or arrangement with any other person
- They have complied with the requirements of the aforementioned solicitation, have read all addenda (if any), and is satisfied that they fully understand the intent of the aforementioned solicitation and the terms and conditions that will govern any award issued by “HHA” as a result of this solicitation
- They agree to execute an agreement with “HHA” based on the latter accepting the submittals required by the aforementioned solicitation

Persons Interested in this Response:

Name

Identity of Interest

1.

2.

3.

\_\_\_\_\_  
**NAME OF CONTRACTOR/OFFEROR/FIRM/INDIVIDUAL/CORPORATION**

\_\_\_\_\_  
**MANUAL OR E-SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**PHONE NUMBER / FAX NUMBER**

\_\_\_\_\_  
**ADDRESS, CITY, STATE, ZIP**

\_\_\_\_\_  
**SUBMITTAL DATE**

**ATTACHMENT B**

**NON-COLLUSIVE AFFIDAVIT**

STATE OF TEXAS

COUNTY OF HARRIS

\_\_\_\_\_, being first duly sworn, deposes and says that he is

\_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the bid price or affiant or of any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against

THE HOUSTON HOUSING AUTHORITY

of any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of Bidder, if Bidder is an Individual

\_\_\_\_\_  
Signature of Bidder, if Bidder is a Partnership

\_\_\_\_\_  
Signature of Officer, if Bidder is a Corporation

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Notary Public**

My Commission expires \_\_\_\_\_



## ATTACHMENT C

### **REQUIREMENTS FOR SUBCONTRACTING WITH SMALL BUSINESSES AND MINORITY BUSINESSES, WOMEN BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

#### **I. INSTRUCTIONS.**

Any Prime Contractor awarded a contract pursuant to this procurement must agree to comply with the subcontracting requirements set forth below. Please note that the capitalized terms used in this document are defined below in § VII.

**(1) Please read this document carefully; (2) sign the acknowledgment; and (3) complete and sign the attached “Bidder’s Proposed M/WBE Participation Form.”**

#### **II. OVERVIEW.**

Any contract resulting from this procurement must comply with: (1) the requirements in the Houston Housing Authority’s Procurement Policy (the “Policy”) and the Code of Federal Regulations (the “Code”) regarding Subcontracting with small and minority-owned businesses, women business enterprises, and labor surplus area firms (the “Policy Requirements”); and (2) the Houston Housing Authority’s goal regarding Subcontracting with minority business enterprises and women business enterprises (the “HHA’s Goal”). Any person or firm that receives an award pursuant to this procurement must take affirmative steps to comply with the Policy Requirements and must use their best efforts to meet “HHA’s Goal”. The Policy Requirements and HHA’s Goal are described in detail below.

#### **III. THE POLICY REQUIREMENTS.**

Pursuant to the Policy, at § 15, and the Code, at 2 CFR § 200.321, if a Prime Contractor awarded a contract pursuant to this procurement lets Subcontracts, then the Prime Contractor must take affirmative steps to assure that, when possible, Subcontracts are let to Small Business Enterprises (“SBEs”), Minority Businesses Enterprises (“MBEs”), Women Business Enterprises (“WBEs”), and Labor Area Surplus Firms (“LASFs”). The affirmative steps a Prime Contractor who lets Subcontracts must take are:

- Placing SBEs, MBEs, and WBEs, on solicitation lists;
- Assuring that SBEs, MBEs, and WBEs, are directly solicited for bids or proposals whenever such entities are potential sources to perform Subcontracts;
- Dividing total job requirements, whenever economically feasible, into smaller tasks or quantifies to permit maximum participation by SBEs, MBEs, and WBEs, in a given project;
- Establishing delivery schedules, when the requirement permits, that encourage participation by SBEs, MBEs, and WBEs;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and,

- Including in Subcontracts, to the greatest extent feasible, a clause that requires Subcontractors to provide opportunities for training and employment for lower-income persons who reside in the project area.

The affirmative steps listed above shall remain in effect for the duration of the Prime Contract awarded pursuant to this procurement. “HHA” encourages Prime Contractors to implement these steps when acquiring the materials, they need to perform their obligations under the Prime Contract.

#### IV. HHA’S GOAL.

##### A. Overview of HHA’s Goal and related requirements.

In addition to taking the affirmative steps outlined above in § III, a Prime Contractor who anticipates using Subcontracts to complete any work associated with this procurement must use its best efforts to satisfy “HHA’s Goal” regarding the participation of MBEs and WBEs in work under contracts awarded by “HHA”. “HHA’s Goal” as adopted by its Board of Commissioners, is that when Subcontracts are being let, at least 30% of the Prime Contract’s total dollar amount is subcontracted to MBEs or WBEs, with at least 15% of the Prime Contract’s total dollar amount being subcontracted to MBEs, and at least 15% being subcontracted to WBEs.

In furtherance of “HHA’s Goal”, a Prime Contractor awarded a contract under this procurement who intends to let Subcontracts must use its best efforts to Subcontract with MBEs and WBEs. **Specifically, a Prime Contractor letting Subcontracts must use its best efforts (1) to Subcontract at least 15% of the Prime Contract’s total dollar amount to MBEs, and (2) to Subcontract at least 15% of the Prime Contract’s total dollar amount to WBEs. A Prime Contractor’s obligation to use its best efforts to subcontract with MBEs and WBEs in accordance with “HHA’s Goal” shall remain in effect for the duration of the Prime Contract, shall apply in any instance that the Prime Contractor lets Subcontracts, and shall apply equally to all Prime Contractors letting Subcontracts, regardless of whether the Prime Contractor is itself an MBE or WBE.**

- A Prime Contractor must document its use of best efforts to meet “HHA’s Goal”. Generally, written evidence of a Prime Contractor’s attempts to Subcontract with MBEs and WBEs shall suffice to document a Prime Contractor’s best efforts. Written evidence may include, but is not necessarily limited to, emails, phone logs, or correspondence showing that a Prime Contractor attempted to Subcontract with MBEs and WBEs by, at a minimum, soliciting bids or quotes. Contractors may access a list of designated MBEs and WBEs at:

1. State of Texas Website: <https://comptroller.texas.gov/purchasing/vendor/hub/>
2. Houston Housing Authority (“HHA”) Website: [Bidder Registration/Bidder's List - Houston Housing Authority \(housingforhouston.com\)](http://HousingforHouston.com/BidderRegistration/Bidder'sList-HoustonHousingAuthority)

Note: below is the path to the above referenced-website:

- HousingforHouston.com
- Doing Business with “HHA”
- Bidder’s Registration / Bidder’s List

In addition, upon request, “HHA” may assist contractors in identifying MBEs and WBEs (but, requesting such assistance, standing alone, is not sufficient to show best efforts).

A Prime Contractor's duty to document its best efforts to meet "HHA's Goal" shall remain in effect for the duration of the Prime Contract and shall apply to all Prime Contractors awarded a contract pursuant to this procurement. "HHA" encourages Prime Contractors to use their best efforts to procure from MBEs and WBEs the materials necessary for the Prime Contractor to perform its obligations under the Prime Contract.

**V. CONTRACTOR'S AGREEMENT TO COMPLETE REQUIRED FORMS AND TO COOPERATE WITH HHA REGARDING THE POLICY REQUIREMENTS AND HHA GOAL.**

**All respondents to this procurement who anticipate letting subcontracts must complete and return the attached "Bidders Proposed M/WBE Participation Form" (the "Form").** Respondents should include the Form in their response to this procurement; in addition, information documenting the respondent's use of best efforts to subcontract with MBEs and WBEs should accompany the Form. If it does not anticipate letting subcontracts, a respondent must, along with its response, inform "HHA" of same, and provide a brief explanation of why no subcontracts will be let. "HHA" will consider as non-responsive any response that fails to include a completed Form; "HHA" will, however, allow respondents an opportunity to cure a failure to include the Form with a response.

In addition to completing and submitting the Form to "HHA", any entity awarded a contract by "HHA" pursuant to this procurement must provide "M/WBE Confirmation of Payment Form(s)," as necessary or as requested by "HHA". Prime Contractor must also to submit proof of payments to SBEs, MBEs, WBEs, and LASFs, as requested by "HHA", or as otherwise is required by law.

**VI. CONSEQUENCES FOR FAILING TO TAKE THE AFFIRMATIVE STEPS MANDATED BY THE POLICY REQUIREMENTS OR USING BEST EFFORTS TO MEET HHA'S GOALS.**

If a Prime Contractor letting subcontracts does not take the affirmative steps mandated by the Policy Requirements, use its best efforts to meet "HHA's Goal", or cooperate with "HHA" with respect to the requirements set forth herein, "HHA" reserves the right to refuse to award a contract to the Prime Contractor, to deem the Prime Contractor's response to a solicitation non-responsive, to terminate an existing contract with the Prime Contractor, and to bar the Prime Contractor from being awarded any future contracts by "HHA".

**VII. DEFINITIONS.**

- "Code" means the Code of Federal Regulations.
- "Form" means the "Bidders Proposed M/WBE Participation Form" included with this procurement.
- "HHA" means the Houston Housing Authority, and, for the purposes of the requirements set forth herein, HHA's affiliates and any property management company procuring work or services for the benefit of a property owned by "HHA" or its affiliates.
- "HHA's Goal" shall have the meaning set forth above in § 3.
- "LASFs" refers to Labor Area Surplus Firms. Labor Area Surplus Firms are businesses that will expend more than fifty percent of the cost of performing a contract in areas of concentrated unemployment or underemployment, as defined by the Department of Labor and promulgated at 20 CFR Part 654.

- “MBE(s)” refers to minority business enterprises. Minority business enterprises are businesses that are at least fifty-one percent owned by one or more minority group members, or, in the case of a publically owned business, a business where at least fifty-one percent of the business’s voting stock is owned by one or more minority group members and whose management and daily operations are controlled by one or more such individuals. Minority group members include, but are not necessarily limited to: (a) Black Americans; (b) Hispanic Americans; (c) Native Americans; (d) Asian-Pacific Americans; (e) Asian-Indian Americans; and (f) Hasidic Jewish Americans.
- “Policy” means the Houston Housing Authority’s Procurement Policy.
- “Policy Requirements” shall have the meaning set forth in § II above.
- “Prime Contract(s)” means the contract awarded pursuant to this procurement that is between a respondent to the solicitation and “HHA”. For all purposes herein, the term is inclusive of all change orders or amendments to the initial contractor entered between the Prime Contractor and “HHA”.
- “Prime Contractor(s)” means the person or entity who responds to this procurement and is awarded a contract by “HHA”.
- “SBEs” refers to small business enterprises. Small business enterprises are businesses that are independently owned, not dominant in their field of operation and not an affiliate or subsidiary of a business that is dominant in its field of operation.
- “Subcontract(s)” means the contract between the Prime Contractor and a Subcontractor entered to accomplish all or a part of the Prime Contractor’s obligations under its contract with “HHA” that results from this procurement.
- “Subcontractor(s)” means a person or entity who the Prime Contractor contracts with to perform a part or all of the Prime Contractor’s obligations under the Prime Contractor’s contract with “HHA” that results from this procurement.
- “WBEs” refers to women business enterprises. Women business enterprises are businesses that are at least fifty-one percent owned by a woman who is a United States citizen, or by women who are United States citizens and who control and operate the business.

## **VIII. ACKNOWLEDGEMENT.**

The undersigned has read the foregoing “Requirements for Subcontracting with Small Businesses, Minority Businesses, Women Business Enterprises, and Labor Area Surplus Firm,” and understands and accepts the requirements and obligations set forth therein. When Subcontracting any portion of the work associated with this procurement, the undersigned agrees to take the affirmative steps stated in § III above, and agrees to use its best efforts to meet “HHA’s Goal” as stated in § IV above. The undersigned understands and acknowledges that failure to comply the requirements set forth herein may result in “HHA” refusing to award a contract to the undersigned or the termination of an existing contract.

---

**Name of Firm**

---

**Complete Address**

---

**Name of Individual Completing this Form**

---

**Title**

---

**Direct Phone Number / Cell Phone Number**

---

**Direct Fax Number**

---

**E-Mail Address**

---

**Date**

---

**Manual or E-Signature**

## Bidder's Proposed M/WBE Participation Form

### Instructions

- “HHA” requires bidders (Prime Contractors) who let Subcontracts to use their best efforts to Subcontract at least 30% of a Prime Contract’s total dollar amount to Minority Business Enterprises (“MBEs”) or Women Business Enterprises (“WBEs”).
- It is “HHA’s Goal” that Prime Contractors letting Subcontracts award at least 15% of the Prime Contract’s total amount to MBEs **and** at least 15% of the Prime Contract’s total amount to WBEs.
- The requirement that Prime Contractors letting Subcontracts use their best efforts to Subcontract with MBEs and WBEs applies to all Prime Contractors, regardless of their own status as an MBE or WBE.
- Please complete and sign the form below indicating firm Subcontracting commitments from MBEs and WBEs. Use additional pages, if necessary.
- For detailed information on HHA’s MBE and WBE Subcontracting requirements, see Attachment C.

MBEs	Name of MBE Subcontractor	Certification(s)	Amount of Subcontract	Percent of Contract Total
		<b>Total</b>		

**Note: Attach additional sheets if necessary.**

WBEs	Name of WBE Subcontractor	Certification(s)	Amount of Subcontract	Percent of Contract Total
		<b>Total</b>		

**Note: Attach additional sheets if necessary.**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manual or E-Signature

**ATTACHMENT D**

**HOUSTON HOUSING AUTHORITY  
SECTION 3 BIDDER'S REQUIREMENTS & COMMITMENT**

<b>Company Name:</b>	
<b>Name of Contact Person for Section 3 Commitment:</b>	
<b>Title:</b>	<b>Contact Number:</b>
<b>Contact Person E-Mail:</b>	
<b>Solicitation Title: Window AC Units Installation</b>	<b>Solicitation #:IFB 23-41</b>

- I. **Background** - Section 3 of the Housing & Urban Development Act of 1968, as amended, 12 U.S.C. 1701 hereinafter "Section 3") requires the Houston Housing Authority ("HHA"), to the greatest extent feasible, to provide employment and contracting opportunities to low to very low-income individuals, within the City of Houston. These opportunities are created by contracts funded, directly or indirectly, by "HHA".
- II. **Benchmarks & Goals** – Success of Section 3 activities will be measured by the achievement of the following benchmarks, annually:
- 1) Data demonstrating at least 20% of the total number of labor hours worked by all workers (employed by an employer) were worked by Section 3 Workers that are defined as Low Income Individuals or Youth Build per <https://www.huduser.gov/portal/datasets/il.html> , OR
  - 2) Data demonstrating at least 5% of the total number of labor hours worked by all workers (employed by an employer) were worked by Targeted Section 3 Workers (Public Housing residents, Section 8 participants & Youth Build).
- III. **Solicitation Requirements** - Interested parties responding to a HHA solicitation are required to include in their submission, this form (Section 3 Requirements & Commitment), which describes efforts that will be taken to engage Section 3 Participants."
- IV. **Acceptable Section 3 Activities** – Viable Section 3 opportunities are:
1. Hire Section 3 Workers to fill a minimum of 20% of the labor hours needed to honor contractual duties with HHA. (Note: Section 3 Workers can be existing/new personnel who are deemed as low to very low-income individuals, in accordance to HUD's guidelines).
  2. Provide paid on-the-job training (apprenticeship) for Section 3 Workers to enhance job skills in core duties/services related to a bidder's contractual duties with HHA.
  3. Offer subcontracting opportunities preferably to Section 3 Business Concern or other disadvantaged businesses to fulfill contractual duties with the HHA
  4. Bidder self-certify they meet at least one criterion to be a Section 3 Business Concerns; when responding to a HHA solicitation:
    - a) At least 51% is owned and controlled by low- or very-low income person; OR
    - b) Business has at least 75% of its' labor hours performed (over the most recent 3-month period) by Section 3 Workers; OR
    - c) At least 51% is owned and controlled by a Public Housing/Section 8 Participant.
- V. **Exemption from Section 3 Activities** - Bidders submitting solicitations for any of the following goods and/or services are exempt from fulfilling any Section 3 commitments:
- 1) Contracts for "material only" and do not require the hiring of new or expanded labor (office/janitorial supply contracts, etc).
  - 2) Contracts for Section 8 Project-based Vouchers and Project-based Rental Assistance
  - 3) Professional Service contracts requiring advanced degrees or professional licensing (engineers, architects, accountants, consultants, etc.)
- VI. **Section 3 Commitment** - Bidders shall identify what efforts will be taken during contractual terms to comply with HHA's Section 3 Requirements to the greatest extent feasible. All bidders are required to select at least one (1) of the following options:

OPTIONS	QUANTIFIABLE COMMITMENT
<input type="checkbox"/> <b><u>OPTION 1 - Exempt</u></b>	Bidder is exempt due any one of the following options: <ul style="list-style-type: none"> <li>○ Contracts for “material only” and do not require the hiring of new or expanded labor (office/janitorial supply contracts, etc).</li> <li>○ Contracts for Section 8 Project-based Vouchers and Project-based Rental Assistance</li> <li>○ Professional Service contracts requiring advanced degrees or professional licensing (engineers, architects, accountants, consultants, etc.)</li> </ul>
<input type="checkbox"/> <b><u>OPTION 2 - Jobs</u></b>	Title: _____ # of Positions: _____ Pay _____ Work Hours _____ Location _____ Skills to be Acquired : _____ Qualifications: _____
<input type="checkbox"/> <b><u>OPTION 3 – Paid Training or Apprenticeship</u></b>	Title: _____ # of Positions: _____ Pay _____ Work Hours _____ Location _____ Skills to be Acquired : _____ Qualifications: _____
<input type="checkbox"/> <b><u>OPTION 4 – Sub-Contracting with Section 3 Business Concerns</u></b>	Company Name _____ Contract Amount \$ _____ % of Contract: _____ Summary of Duties: _____
<input type="checkbox"/> <b><u>OPTION 5 -Existing Section 3 Business Concern</u></b>	Bidder self-certifies they meet at least one of the following criteria to be recognized as a Section 3 Business Concern: <ul style="list-style-type: none"> <li>○ At least 51% is owned and controlled by low- or very-low income person;</li> <li>○ Over 75% of the labor hours performed for the business (over a 3-month period) are performed by Section 3 Workers;</li> <li>○ At least 51% of the business is owned and controlled by current Public Housing resident or Section 8 Assisted participant.</li> </ul>

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

\_\_\_\_\_  
Printed Name of Authorized Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manual/E-signature of Authorized Individual



# HOUSTON HOUSING AUTHORITY

## SECTION 3 COMPLIANCE REPORT

Submission Date:	Reporting Period:
_____ Primary Contractor	_____ Subcontractor
Company Name:	
Person completing invoice	
Project Name:	RFP #:
Amount of Contract	Amount of Current Invoice:

# participants hired					

Training Commitment	# Trained this Report Period	YTD Trained during Contract	List Individuals Employed		
			Name	Training Title	Stipend Amount Paid
# of participants engaged in training/ apprenticeship					

Section 3 Business Concerns	Company Name	Contract Amount Provided
Indicate how at least 25% was subcontracted to Section 3 business(es)		\$
		\$
		\$

\_\_\_\_\_  
Print Name of Person Completing Report

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Person Completing Report

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Attachment F IFB 23-36  
**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

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

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

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

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

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

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

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

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

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

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

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

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

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

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

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

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

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

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

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

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

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

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

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

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

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

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

**US Department of Housing and Urban Development**  
Office of Housing/Federal Housing Commissioner

**US Department of Agriculture**  
Farmers Home Administration

<b>Part I to be completed by Controlling Participant(s) of Covered Projects</b> (See instructions) Reason for submission:		<b>For HUD HQ/FmHA use only</b>	
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

**7. List all proposed Controlling Participants and attach complete organization chart for all organizations showing ownership %**

Name and address ( Last, First, Middle Initial) of controlling participant(s) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number (TIN)

Certifications: The controlling participants(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as controlling participant(s) in the role(s) and project listed above. The controlling participant(s) certify that the information provided on this form and in any accompanying documentation is true and accurate. I/we acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment. The controlling participants(s) further certify to the truth and accuracy of the following:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
  - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
  - The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
  - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
  - There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
  - The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
  - The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
  - The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the controlling participants who propose to participate in this project are listed above.
- None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

<b>Name of Controlling Participant</b>	<b>Signature of Controlling Participant</b>	<b>Certification Date (mm/dd/yyyy)</b>	<b>Area Code and Tel. No.</b>
<b>This form prepared by (print name)</b>		<b>Area Code and Tel. No.</b>	



**Schedule A: List of Previous Projects and Section 8 Contracts.** Below is a complete list of the controlling participants' previous participation projects and participation history in covered projects as per 24 CFR, part 200 §200.214 and multifamily Housing programs of FmHA, State and local Housing Finance Agencies, if applicable. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Controlling Participants' Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Participants' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation <b>Yes No If yes, explain</b>		6. Last MOR rating and Physical Insp. Score and date

### Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control	
Signature of authorized reviewer		Signature of authorized reviewer Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
		Date (mm/dd/yyyy)

---

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

Carefully read these instructions and the applicable regulations. A copy of the regulations published at 24 C.F.R. part 200, subpart H, § 200.210-200.222 can be obtained on-line at [www.gpo.gov](http://www.gpo.gov) and from the Account Executive at any HUD Office. Type or print neatly in ink when filling out this form. Incomplete form will be returned to the applicant.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record. **Carefully read the certification before you sign it.** Any questions regarding the form or how to complete it can be answered by your HUD Account Executive.

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

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

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

**Who Must Sign and File Form HUD-2530:** Form HUD-2530 must be completed and signed by all Controlling Participants of Covered Projects, as such terms are defined in 24 CFR part 200 §200.212, and as further clarified by the Processing Guide (HUD notice H 2016-15) referenced in 24 CFR §200.210(b) and available on the HUD website at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/housing/mfh/prevparticipation](http://portal.hud.gov/hudportal/HUD?src=/program_offices/housing/mfh/prevparticipation).

**Where and When Form HUD-2530 Must Be Filed:** The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects listed in 24 CFR §200.214 and for the Triggering Events listed at 24 CFR §200.218.

---

**Review of Adverse Determination:** If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration in accordance with 24 CFR §200.222 and further clarified by the Processing Guide. Request must be made in writing within 30 days from your receipt of the notice of determination.

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

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

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

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

Attachment H IFB 23-41  
**U.S. Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

**Procurement Manager  
Houston Housing Authority  
2640 Fountain View Drive  
Houston, Texas 77057**

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee** (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

☒ (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

☐ (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

☐ (3) a 20 percent cash escrow;

☐ (4) a 25 percent irrevocable letter of credit; or,

☐ (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference** (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements** (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

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

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [X] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.



# Attachment I

## General Contract Conditions for Small Construction/Development Contracts

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

---

### See Page 7 for Burden Statement

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

#### 1. Definitions

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

#### 2. Prohibition Against Liens

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

#### 3. Disputes

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

#### 4. Default

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

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

#### 5. Termination for Convenience

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

#### 6. Insurance

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

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

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

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence.

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

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

## 7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

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

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

## 8. Changes

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

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

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

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

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

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

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

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

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

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

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

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

#### 11. Energy Efficiency

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

#### 12. Procurement of Recovered Materials

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

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

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

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

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

##### (a) Minimum Wages.

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

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

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (b) The classification is utilized in the area by the construction industry; and
  - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action 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 the 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 prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 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) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (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.

- (e) 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.

- (f) 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.
- (g) 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
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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
- (j) 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.
- (k) 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.

(1) 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.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State 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:

- (i) 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;
- (ii) 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
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

**Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.**

"General Decision Number: TX20230067 01/27/2023

Superseded General Decision Number: TX20220067

State: Texas

Construction Type: Residential

County: Harris County in Texas.

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

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

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/27/2023

ELEV0031-002 01/01/2023



	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.15	37.335+a+b

## Footnotes:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day.

-----  
 \* SFTX0669-001 01/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 33.11	23.30

-----  
 SHEE0054-008 04/01/2020

	Rates	Fringes
Sheetmetal Worker (Excluding HVAC Work).....	\$ 29.70	13.85

-----  
 \* SUTX2005-030 12/15/2005

	Rates	Fringes
Bricklayer.....	\$ 15.00 **	
Plasterer.....	\$ 16.60	
Tile setter.....	\$ 14.08 **	
Acoustical Ceiling Installer.....	\$ 12.50 **	
Carpenter (Includes Batt/Blown Insulation, Formwork & Overhead Door Installation).....	\$ 12.06 **	1.41
Carport Structural Supports Installer.....	\$ 11.46 **	2.61
Cement Manson/Concrete Finisher.....	\$ 13.68 **	.75
Drywall Finishers.....	\$ 12.00 **	
Drywall Hanger.....	\$ 12.71 **	
Electrician(Incl. Low Voltage Wiring and Installation of Alarms).....	\$ 17.05	6.32
Gutter and Siding Installer.....	\$ 18.59	1.41
HVAC MECHANIC (Pipe & System Installation Only).....	\$ 12.82 **	

Ironworker

Ornamental.....	\$ 16.29	
Reinforcing.....	\$ 11.25	** 2.35
Structural.....	\$ 17.21	

Laborers:

Common.....	\$ 8.88	** 1.10
Landscape and Irrigation....	\$ 9.02	**
Mason Tender Brick.....	\$ 9.97	** .68
Mason Tender Cement.....	\$ 9.46	** .68
Pipelayer.....	\$ 10.06	**
Plaster Tender.....	\$ 11.10	**

Painter:

Brush, Roller, and Spray....	\$ 11.41	**
Parking Lot Striping.....	\$ 14.21	**

Plumbers (Excluding HVAC Pipe)...	\$ 17.96	1.15
-----------------------------------	----------	------

Power Equipment Operator

Backhoe.....	\$ 13.55	** .69
Bulldozer.....	\$ 12.67	** .69
Forklift.....	\$ 12.54	**
Front End Loader.....	\$ 12.00	** .69
Grader.....	\$ 13.67	**

Roofers.....	\$ 10.00	**
--------------	----------	----

Sheet Metal Worker (HVAC Duct Only).....	\$ 12.76	** 1.95
--	----------	---------

Soft Floor Layers, Carpet and Vinyl.....	\$ 14.50	**
--	----------	----

Truck drivers.....	\$ 13.43	**
--------------------	----------	----

-----

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

=====

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

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

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

-----

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

-----

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

Washington, DC 20210

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

=====

END OF GENERAL DECISIO"

Attachment K IFB 23-41  
**Schedule of Amounts  
for Contract Payments**

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

OMB Approval No. 2577-0157  
(Exp. 3/31/2020)

No progress payments shall be made to the contractor unless a schedule of amounts for contract payments in accordance with the construction contract is received.

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

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

Name, Address, and Zip Code of Contractor

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

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

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

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

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

<b>Total Amount of Contract or Carried Forward</b>	<b>\$</b>
--	-----------

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

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

## Instructions for Preparation of form HUD-51000

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

### Master List of Items

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

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

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

**EXHIBIT A**

**PRE-BID CONFERENCE AGENDA**

**IFB 23-41 HVAC Installation at Cuney Homes Apartment  
2640 Fountain View Drive, Houston, Texas 77057**

**Time and Date: 10:00 A.M. Central Daylight Time (“CDT”) August 12, 2023**

1. Welcome
2. Introductions
3. General
  - 3.1 Please send an email to [HHAcoldown@housingforhouston.com](mailto:HHAcoldown@housingforhouston.com) stating that you are interested in attending this meeting.
  - 3.2 Oral statements made by HHA, or anyone else is not binding, unless they are incorporated into the above solicitation via an Amendment
  - 3.3 Monitor HHA’s website for Amendments to the above solicitation.
4. Review Solicitation
  - 4.1 Overview of Administrative / Submittal Requirements
    - Questions must be sent to [HHAcoldown@housingforhouston.com](mailto:HHAcoldown@housingforhouston.com)
    - Pay attention to Section 4.0 Procurement Schedule, and Section 8.0 Submittals
  - 4.2 Overview of Project / Technical Requirements
6. Recap Procurement Schedule
7. Review of Section 8.0 Submittals
  - 7.1 Assist with completion of HUD documents.
  - 7.2 Answer questions regarding document submittal
8. Adjourn



## **Exhibit B**

### **Scope of Work (SOW)**

The successful bidder is required to provide all necessary labor, personnel, supervision, quality control, transportation, tools/equipment/machinery, signage, warning tape, barricades, insurance, and any other resource(s) needed to install window air conditioning (AC) units at Cuney Homes, Irvinton Village, and Kelly Village properties per Exhibit C Specifications. The Houston Housing Authority (HHA) will provide all of the material required for the installation.

### **Contractor Requirements**

1. Contractor is to install up to 80 window A/C units per the specifications outlined in Exhibit C.
2. The contractor will be assigned the apartment units at one of the three properties:
  - a. Cuney Homes – Qty: 891
  - b. Irvinton Village – Qty: 468
  - c. Kelly Village – Qty: 256
3. Contractor is to provide all necessary labor and tools for a complete installation of window AC units (per detail provided in this solicitation). Complete installation includes metal panels, steel angles, support brackets, screws / bolts, sealant, etc.
4. Keep work area clean. Clean-up during and after installation is required.
5. Before commencement of work, the awarded contractor is to verify the total units of air conditioners needed for each apartment unit assigned. Some apartment units may require more than one A/C unit.
6. Coordinate all material deliveries w/ the Houston Housing Authority (HHA) and the awarded material contractor (IFB 23-40).
7. Contractor to report all issues to HHA foreman for assistance and guidance.
8. HHA will assign a resident helper to each Contractor to assist with clean-up and other tasks as required.
9. At all times, take necessary precautions to keep residents and staff safe.
10. Based on participation in this solicitation, contractor may be awarded more than 80 A/C units for installation.



211 HIGHLAND CROSS DRIVE • SUITE 220 • HOUSTON, TEXAS 77073  
PHONE: (281) 209-1724 • FAX: (281) 209-2724 • TOLL FREE (800) 966-6088

## Exhibit C

# WINDOW AC UNIT INSTALLATION AT CUNEY HOMES, IVINTON VILLAGE, AND KELLY VILLAGE

PREPARED FOR  
HOUSTON HOUSING AUTHORITY 2640  
FOUNTAIN VIEW  
HOUSTON, TEXAS 77057



PREPARED BY  
PRICE CONSULTING, INC.  
211 HIGHLAND CROSS DRIVE  
HOUSTON, TEXAS 77073  
TEXAS REGISTERED ENGINEERING FIRM NO. F-3814



PCI PROJECT NUMBER 12158.23.01  
JUNE 30, 2023

**HOUSTON HOUSING AUTHORITY  
HOUSTON, TEXAS**

---

**DOCUMENT 00 01 02**

**PROJECT DIRECTORY**

**PROJECT:**

Window AC Unit Installation  
Cuney Homes, Irvinton Village, and Kelly Village  
Houston, Texas

**OWNER:**

Houston Housing Authority  
2640 Fountain View Drive  
Houston, Texas 77057  
Contact:  
Ms. Diana Dmitriyeva, Capital Funds Project  
Manager Email: [ddmitriyeva@housingforhouston.com](mailto:ddmitriyeva@housingforhouston.com)

**CONSULTANT/  
ENGINEER:**

Price Consulting, Inc.  
211 Highland Cross Drive, Suite 220  
Houston, Texas 77073  
Phone: 281-209-1724  
Contact:  
Mr. Karl A. Schaack, P.E., RRC  
Email: [kschaack@priceconsulting.com](mailto:kschaack@priceconsulting.com)

**END OF DOCUMENT 00 01 02**

**DOCUMENT 00 01 10**

**TABLE OF CONTENTS**

**INTRODUCTORY INFORMATION**

<u>Document</u>	<u>Page #</u>
Document 00 01 01 - Title Page/Cover	1 page
Document 00 01 02 - Project Directory	1 page
Document 00 01 10 - Table of Contents	1 thru 2
Document 00 01 15 - Index of Drawings	1 page

**GENERAL REQUIREMENTS**

**Division 1 - General Requirements**

<u>Section</u>	<u>Page #</u>
01 00 00 - General Requirements	1 thru 2
01 07 50 - Definitions	1 thru 3
01 11 00 - Summary of Work	1 thru 2
01 31 19 - Project Meetings	1 thru 2
01 33 00 - Submittals	1 thru 4
01 35 16 - Alterations Project Procedures	1 thru 4
01 40 00 - Quality Control	1 page
01 43 39 - Mock-ups	1 page
01 50 00 - Temporary Facilities and Controls	1 thru 4
01 60 00 - Material and Equipment	1 thru 3
01 70 00 - Contract Closeout	1 thru 3
01 74 00 - Cleaning	1 thru 2

**Division 2 - Sitework**

<u>Section</u>	<u>Page #</u>
02 07 20 - Minor Demolition and Renovation Work	1 thru 3

**Divisions 3 through 6 - Not Used**

**Division 7 - Thermal and Moisture Protection**

<u>Section</u>	<u>Page #</u>
07 62 00 - Sheet Metal Flashing and Trim	1 thru 5
07 92 00 - Joint Sealants	1 thru 6

**HOUSTON HOUSING AUTHORITY  
CUNEY HOMES  
HOUSTON, TEXAS**

---

**Division 9 - Finishes**

<u>Section</u>	<u>Page #</u>
09 91 00 - Interior Painting	1 thru 4

**Divisions 10 through 22 - Not Used**

**Division 23 – Heating, Ventilating, and Air Conditioning**

<u>Section</u>	<u>Page #</u>
23 01 25 - Temporary Mechanical Disconnects	1 thru 2
23 81 00 - Self-contained Air Conditioning Units	1 thru 2

**Divisions 24 through 25 - Not Used**

**Division 26 – Electrical**

<u>Section</u>	<u>Page #</u>
26 01 25 - Temporary Electrical Disconnects	1 thru 2

**Divisions 27 through 42 - Not Used**

**END OF SECTION 00 01 10**

**DOCUMENT 00 01 15**

**INDEX OF DRAWINGS**

SHEET R1.01	SITE PLAN
SHEET R3.01	TYPE 1 - ELEVATIONS
SHEET R3.02	TYPE 2 - ELEVATIONS
SHEET R3.03	TYPE 3 - ELEVATIONS
SHEET R3.04	TYPE 4 - ELEVATIONS
SHEET R3.05	TYPE 6 - ELEVATIONS
SHEET R3.06	TYPE 7 - ELEVATIONS
SHEET R4.01	TYPE 1 - FLOOR PLANS
SHEET R4.02	TYPE 2 - FLOOR PLANS
SHEET R4.03	TYPE 3 - FLOOR PLANS
SHEET R4.04	TYPE 4 - FLOOR PLANS
SHEET R4.05	TYPE 6 - FLOOR PLANS
SHEET R4.06	TYPE 7 - FLOOR PLANS
SHEET R5.00	DETAILS
SHEET R5.01	DETAILS

**END OF DOCUMENT 00 01 15**

**SECTION 01 00 00**

**GENERAL REQUIREMENTS**

**PART ONE - GENERAL**

This Section governs the entire Work. Refer to Construction Documents for additional scope of work.

**1.01 MATERIALS AND WORKMANSHIP:**

- A. Use materials that are:
  - 1. New and of high quality suited to the use intended.
  - 2. Suitable for the function intended.
  - 3. Corresponding in quality to related materials in the absence of a complete Specification.
  - 4. Of good appearance where exposed to view.
  - 5. Of one manufacturer or source for the same specific purpose, with uniform appearance and physical properties.
  - 6. Plainly marked, and delivered to the site in their original unopened containers when the nature of the materials is suitable for containers.
- B. Follow supplier's instructions for the uses, limitations, and installation of his products. When full instructions do not accompany the products, request them before proceeding.
- C. Perform high quality professional workmanship. Join materials to uniform, accurate fit so they meet with straight lines, free of smears or overlaps.
- D. Install materials appropriately level, plumb, and at accurate right angles or flush with adjoining materials. Attach materials that will not fail until materials joined are broken or permanently deformed.

**1.02 MISCELLANEOUS DUTIES:**

- A. Layout: Establish and maintain bench marks, and all other grades, lines, and levels necessary for the Work. Report errors or inconsistencies before commencing work. Confirm proper placement of the construction on the Site after all lines are staked out.
- B. Verify existing conditions and their compatibility to the Construction Documents. Variations must be brought to the attention of Engineer before proceeding.
- C. Not-in-Contract Work: Arrange to accommodate. When information is inadequate, request further instructions before proceeding.
- D. Access Facilities: Provide safe, reasonably convenient access facilities to the Work for the Owner and authorized inspectors and observers.

**1.03 REPLACEMENT MATERIAL:**

- A. For Owner's Future Use: If any specific amounts are called for in the individual sections, provide the specified amounts. If none are specified and a surplus is left, request instructions from Owner before discarding surplus.
- B. The testing laboratory shall be approved by owner and paid for by Contractor for testing requirements as noted in individual specification sections.

**END OF SECTION 01 00 00**



**SECTION 01 07 50**

**DEFINITIONS**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Definitions for construction terminology not otherwise defined in Contract Documents.
- B. Definitions for special terminology used for this Project.

**1.02 ABANDONED - (NO LONGER NECESSARY OR IN USE):**

- A. "Remove" items so noted, or later defined, as an all inclusive responsibility within this contract. Pay for all work in connection with removal of these items, including municipal, disposal, utility, and service charges. Dispose of all "Excess".

**1.03 ADDITION - (TO ADD TO AND BE INCORPORATED) ALSO TO "ADD":**

- A. Work supplementary to that indicated to accomplish that which is required by the Contract Documents. To bring to a new condition; to extend, fasten, patch, and match to that which is existing.

**1.04 DEFECTIVE - (NOT ACCEPTABLE):**

- A. Refer to Conditions of the Contract, that which does not conform to the Contract Documents. As it applies to "Salvage", in addition to the above, shall mean "unsuitable".

**1.05 EXCESS - (NOT REQUIRED):**

- A. More quantity than required to conform to the Contract Documents and not desired by the Owner. Debris shall be considered "Excess" and not be used as fill or be buried on this site. Remove "Excess" from the site and legally dispose of. "Excess" "Suitable" "Salvage" shall be property of Contractor unless otherwise specified.

**1.06 EXISTING - (PRESENTLY THERE):**

- A. Also may be noted "original". Present conditions and assumed locations, if known, as of the Date of Contract Documents.

**1.07 NEW - (TO BE INCORPORATED) NOT EXISTING:**

- A. Refer to various specification sections for requirements of Work to be incorporated.

**1.08 REINSTALL - (TO INCORPORATE AS WAS ONCE DONE):**

- A. "Remove" and "salvage" existing from its location, if it does exist. "Restore", "Renovate", or "Remodel" and "Reinstall: in its existing location. Reincorporate and "re-work" the original work to the extent required by the Contract Documents.
- B. If the "Existing" item, so indicated, is missing, defective, or unsuitable as "Existing", then "Reconstruct" only that portion with "New" products and incorporate as was original. Syn. Replace.

**1.09 RELOCATE - ("REINSTALL" IN A NEW LOCATION):**

A. "Reinstall" in a new location as indicated on Drawings.

**1.10 REMAIN - (TO LEAVE WHERE IT IS EXISTING):**

A. The final location of an item in its "existing" position, however, this shall not mandate the fact that this item will not move during this contract, specifically in order to "Preserve" or "Rework".

**1.11 REMOVE - (TO TAKE FROM EXISTING LOCATION):**

A. Work required to extract a portion or whole by one or a combination of methods and moved to a new location.

1. "Abandoned": Remove items by dismantling, excavation, extraction, or demolition, if acceptable.
2. Salvage: Remove by disassembly. "Relocate".
3. Products: Where a specific portion of component of an assembly or whole is to be removed, take all precautions to prevent damage, defacement, and displacement to the "existing" to remain (i.e., mortar, bricks, and finishes).

**1.12 RENOVATE - (TO REPAIR AND MAKE NEW):**

A. The process required to bring an item to a present new standard of condition required by the Contract Documents (e.g., to "rework" "existing" "suitable" "salvage" "products" and perform "new" work and "additions" required). (Syn. rehabilitate, recondition, repair.)

**1.13 REPLACE - (TO TAKE THE PLACE OF):**

A. "Remove" "existing" unserviceable product and provide "new" product in place of unserviceable product.

**1.14 REUSE - (TO USE AS ONCE WAS):**

A. The use of "suitable" "salvage" for incorporation or re-incorporation in the Work. "Remove", "Relocate", and "Reinstall" as required for "Reuse".

**1.15 SALVAGE - (TO BECOME ABANDONED):**

A. "Remove", protect, "preserve" incomplete material condition as found "existing". Also to "Save". Determine suitability for incorporation in this Contract. Store at a location mutually agreed upon. Dispose of all "Excess".

**1.16 UNKNOWN - (NOT SHOWN ON DRAWINGS):**

A. Products beneath surfaces indicated by drawings and encountered during the Work. Immediately support, shore, and protect. Immediately notify the Consultant and authority having jurisdiction. Allow free access for inspection. "Preserve" in proper condition until the Consultant determines definition and interpretation of Work. Take such measures as required for protection, reinforcement, or adjustment.

**HOUSTON HOUSING AUTHORITY  
HOUSTON, TEXAS**

---

**PART TWO - PRODUCTS**

Not Used.

**PART THREE - EXECUTION**

Not Used.

**END OF SECTION 01 07 50**

**SECTION 01 11 00**

**SUMMARY OF WORK**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Replacement and/or installation of new window air conditioning (A/C) units in existing windows of apartments at Cuney Homes, Irvinton Village, and Kelly Village apartments. Work includes, but is not limited to, the following:
  - 1. Remove existing individual A/C units in existing windows at designated locations, where applicable.
  - 2. Remove existing glass lites from existing windows at designated locations, where applicable.
  - 3. Install and secure new sheet metal infill panels in existing window frames.
  - 4. Connect new A/C units to existing electrical service.
  - 5. Paint interior finishes where damaged.

**1.02 WEATHER PROTECTION:**

- A. Maintain weatherproofing of exhaust vent roof penetration during work.

**1.03 CONTRACTOR'S USE OF PREMISES:**

- A. Confine operations at site to areas permitted by law, ordinances, permits and to limits of Contract as shown on Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move stored products which interfere with operations of Owner.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Coordinate use of premises under direction of Owner's Representative.
- H. Use of Site for Work and Storage:
  - 1. Restrict Work to areas indicated on Drawings.
  - 2. Store materials off site except for minor amounts of material which may be stored at designated staging area as approved by Owner.
  - 3. Access site in areas approved by Owner.
  - 4. Restrict parking to specific areas as approved by Owner.
  - 5. Restrict debris removal to Owner-approved area of building site.
  - 6. Restrict location of construction cranes to areas as approved by Owner.
- I. Maintenance of Access and Operations:
  - 1. Do not perform operations that would interrupt or delay Owner's daily operations.
  - 2. Maintain access to existing building, facilities, parking, streets, and walkways; especially fire lanes.

3. Schedule demolition and renovation operations with Owner in such a manner as to allow Owner operations to continue with minimum interruption.
4. During period of construction, do not obstruct exit ways of Owner-occupied areas in any manner.
- J. Maintenance of Existing Services:
  1. Do not disrupt existing utility services to existing building.
  2. Maintain environmental control in existing building, especially temperature, humidity, and dust control.
  3. Provide temporary lines and connections as required to maintain existing mechanical and electrical services in building.
  4. Notify Owner a minimum of four days prior to each required interruption of mechanical or electrical services in building. These interruptions shall be only at such times and for lengths of time as approved by Owner. In no event shall interruption occur without prior approval of Owner.
- K. Building Access: Access to construction areas shall be as designated by Owner.

**1.04 BUILDING OCCUPANCY:**

- A. Building will be occupied during entire period of construction for the conduct of normal, daily operations. Cooperate with Owner's Representative and building management in construction operations to minimize conflict and to facilitate building usage.
- B. Contractor shall conduct operations so as to ensure least inconvenience to Owner's operations.
- C. Contractor shall take precautions to avoid excessive noise or vibration that would disturb building operations. When directed, Contractor shall perform certain operations at designated time of day or night in order to minimize disturbance to building operations.

**PART TWO - PRODUCTS**

Not Used.

**PART THREE - EXECUTION**

Not Used.

**END OF SECTION 01 11 00**

**SECTION 01 31 19**

**PROJECT MEETINGS**

**PART ONE - GENERAL**

**1.01 PRE-CONSTRUCTION MEETING:**

- A. A Pre-construction meeting will be held at the site at a time to be designated by Owner.
- B. Representatives of Contractor, including project superintendent, foreman, and subcontractors, shall meet with Owner and building management.

**1.02 AGENDA:**

- A. As a minimum, the following items will be on meeting agenda:
  - 1. Designation of personnel.
  - 2. Communication.
  - 3. Construction Schedule.
  - 4. Critical work sequencing and deck repair procedures.
  - 5. Existing facilities and maintenance of operation.
  - 6. Submittals procedures.
  - 7. Project record documents procedures.
  - 8. Processing Field and Change Orders.

**1.03 AGENDA FOR PRE-CONSTRUCTION MEETING**

- A. Attendance:
  - 1. Owner's Representative.
  - 2. Building Management.
  - 3. Consultant/Engineer.
  - 4. Contractor Representatives.
  - 5. Subcontractors.
- B. Sign-in list for attendees including names and contact information.
- C. Contract Review:
  - 1. Execution.
  - 2. Schedule of values.
  - 3. Notice to proceed and start date.
  - 4. Project communications and problem resolution.
  - 5. Change order and additional work order processing.
- D. Job Site Conditions and Requirements:
  - 1. Services (temporary):
    - a. Water.
    - b. Power.
    - c. Sanitary facilities.
    - d. Parking areas.

**HOUSTON HOUSING AUTHORITY  
HOUSTON, TEXAS**

---

- 2. Site Access and Restrictions:
  - a. Set-up areas, material storage, and handling.
  - b. Protection of buildings, grounds, and building interior.
- 3. Working Area and Preparation:
  - a. Review work flow and schedule.
  - b. Preparation work.
  - c. Protection of existing building finishes.
- E. Technical Sections:
  - 1. Review submittals.
  - 2. Material storage methods.
  - 3. Coordination of work.
  - 4. System review.
- F. Safety and Security - Review Contractor responsibilities, and establish Owner monitoring procedures.
- G. Summary and Questions
- H. Issue record of meeting minutes to attendees.

**1.04 AGENDA FOR PROJECT MEETING**

- A. Attendance:
  - 1. Owner's Representative.
  - 2. Building Management.
  - 3. Consultant/Engineer.
  - 4. Contractor's Representative.
  - 5. Subcontractors.
- B. Sign-in list for attendees, including names, phone numbers, and company name.
- C. Project Review:
  - 1. Problem resolution.
  - 2. Project communication.
  - 3. Change order and/or additional work.
  - 4. Review projected work flow and schedule against work completed to date.
  - 5. Progress payment processing.
- D. Job Site Conditions:
  - 1. Review set-up area, material storage, and handling.
  - 2. Review work to date against schedule.
  - 3. Review quality of work to-date.

**PART TWO - PRODUCTS**

Not Used.

**PART THREE - EXECUTION**

Not Used.

**END OF SECTION 01 31 19**

**SECTION 01 33 00**

**SUBMITTALS**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Submittals required by Specification Sections and as listed in attached List of Submittals.

**1.02 REQUIRED SUBMITTALS:**

- A. Copy of the Contractor's executed insurance certificate.
- B. Copy of the Contractor's executed payment and performance bonds.
- C. Shop drawings of details.
- D. Manufacturer's product data sheets and Safety Data Sheets (SDS) on each material proposed for usage.
- E. Sample of warranties/guarantees that are to be issued upon project completion.
- F. Submit list of subcontractors proposed to perform work.
- G. Detailed project schedule showing work phasing and proposed daily progress schedule.
- H. Permits, notices, and approvals of governing bodies or agencies.

**1.03 SHOP DRAWINGS:**

- A. Original drawings, prepared by Contractor, subcontractor, supplier, or distributor, which illustrate some portion of the Work, showing fabrication, layout, setting, or erection details.
- B. Prepare shop drawings for those details specific to the subject project. Indicate on a drawing the proposed location of detail presented on shop drawing.

**1.04 PRODUCT DATA:**

- A. Submit manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data for each material proposed for use in construction.
  - 1. Clearly mark each copy to identify pertinent materials, products, or models.
  - 2. Show dimensions and clearances required.
  - 3. Show performance characteristics and capacities.
  - 4. Indicate the Specification Section and sub-paragraph that applies to each submittal.

**1.05 SAMPLES:**

- A. Physical examples to illustrate materials, equipment, and workmanship; and to establish standards by which completed Work is judged, if requested.



**1.06 CONTRACTOR RESPONSIBILITIES:**

- A. Review shop drawings, product data, and samples prior to submission. Initial, sign, or stamp, certifying the Contractor's review of the submittal.
- B. Verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of Work and of Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer/Consultant review of submittals.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by the Engineer's/Consultant's review of submittals, unless Consultant gives written acceptance of specific deviations.
- F. Notify Engineer/Consultant, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. Begin no work which requires submittals until return of submittals with Engineer's/Consultant's indicating review and indication to proceed as noted. Work performed prior to submission and approval of submittals may be subject for rejection.
- H. Any unforeseen condition should be brought to the attention of the Engineer/Consultant and HHA prior to performing any work.

**1.07 SUBMISSION REQUIREMENTS:**

- A. Schedule submissions to the Engineer/Consultant immediately after Contract award.
- B. Submit electronic copy of submittals.
- C. Submit three of each sample requested.
- D. Accompany submittals with transmittal containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. The number of each submittal.
  - 5. Notification of deviations from Contract Documents.
- E. Provide submittals bound together with a Cover and Table of Contents.

**1.08 RE-SUBMISSION REQUIREMENTS:**

- A. Product Data and Samples: Submit new data and samples as required for initial submittal.
- B. Shop Drawings:
  - 1. Revise initial drawings as required and re-submit as specified for initial submittal.
  - 2. Indicate on drawings any changes which have been made other than those requested by Owner.

**1.09 DISTRIBUTION OF SUBMITTALS AFTER REVIEW:**

- A. Engineer/Consultant will retain approved submittals.
- B. Engineer/Consultant will forward approved submittals to Owner.
- C. Engineer/Consultant will return approved submittals to Contractor.
- D. Contractor shall distribute approved submittals as required for construction.

**1.10 LIST OF SUBMITTALS:**

**SECTION 01 33 00 - SUBMITTALS**

- Submittals – 1 electronic copy.

**SECTION 01 60 00 - MATERIAL AND EQUIPMENT**

- Substitution Request Form – 1 copy.

**SECTION 01 70 00 - CONTRACT CLOSEOUT**

- Warranties and Bonds.
- Evidence of Payment and Release of Liens.

**SECTION 02 07 20 - MINOR DEMOLITION AND RENOVATION WORK**

- Product Data.

**SECTION 07 92 20 - JOINT SEALANTS**

- Product Data.

**SECTION 09 90 00 - INTERIOR PAINTING**

- Product Data.

**SECTION 23 81 00 – SELF-CONTAINED A/C UNITS**

- Product Data.
- Shop Drawings.
- Operations Manual.

**HOUSTON HOUSING AUTHORITY  
HOUSTON, TEXAS**

---

**PART TWO - PRODUCTS**

Not Used.

**PART THREE - EXECUTION**

Not Used.

**END OF SECTION 01 33 00**

**SECTION 01 35 16**

**ALTERATIONS PROJECT PROCEDURES**

**PART ONE - GENERAL**

**1.01 DESCRIPTION:**

- A. Summary: The procedures and administrative requirements of this Section apply to all of the following Sections of the Specification which are involved in alterations to the existing building.
- B. Extent Notes: Cut into or partially remove portions of the existing building as necessary to make way for new construction. Include such work as:
  - 1. Cutting, moving, or removal of items shown to be cut, moved, or removed.
  - 2. Cutting, moving, or removal of items not shown to be cut, moved, or removed, but which must be cut, moved, or removed to allow new work to proceed. Work or items which are to remain in the finished work shall be patched or reinstalled after their cutting, moving, or removal, and their joints and finishes made to match adjacent or similar work.
  - 3. Removal of existing surface finishes as needed to install new work and finishes.
  - 4. Removal of abandoned items and removal of items serving no useful purpose.
  - 5. Repair or removal of dangerous or unsanitary conditions resulting from alterations work.

**1.02 SCHEDULING AND ACCESS:**

- A. Work Sequence: Contractor shall submit detailed project plan with work sequence and phasing schedule.
- B. Security:
  - 1. Be solely responsible for job site security.
  - 2. Protect completed work and stored items from vandalism and theft.
  - 3. Contact Owner for access to all security areas.
- C. Maintenance of Access and Operations:
  - 1. During period of construction, Owner will continue to perform normal activities in existing building. Maintain proper and safe access to Owner-occupied areas at all times.
  - 2. Schedule demolition and remodeling operations with Owner in such a manner as to allow Owner operations to continue with minimum interruption.
  - 3. During period of construction, do not obstruct existing exit ways of Owner-occupied areas in any manner.
- D. Maintenance of Existing Services:
  - 1. Maintain environmental control in existing building, especially temperature, humidity, and dust control.
  - 2. Provide temporary lines and connections as required to maintain existing mechanical and electrical services in building.
  - 3. Equipment handling shall be limited to Owner-approved hours and may be limited to night time hours.

4. Notify Owner a minimum of ninety-six hours prior to each required interruption of mechanical or electrical service in building. Such interruptions shall be only at such times and for lengths of time as approved by Owner. In no event shall interruption occur without prior approval of Owner.
- E. Temporary Barricades:
  1. Provide and erect barricades as necessary to protect personnel, employees, passersby, etc., from hazards resulting from the Work during construction operation.
  2. Prevent public access to construction activities, equipment, and storage areas.

**1.03 ALTERATIONS, CUTTING AND PROTECTION:**

- A. Extent:
  1. Perform cutting and removal work so as not to cut or remove more than is necessary and so as not to damage adjacent work.
  2. Conduct work in such a manner as to minimize noise and to minimize accumulation and spread of dirt and dust.
  3. Perform cutting for ductwork and other rectangular openings with carborundum saw with approved dust arrestor.
- B. Securement of Openings: Protect all openings made with barricades to prevent accidents to Owner's and Contractor's personnel. It will be the responsibility of this individual to alert personnel in the area of the work being performed overhead, to watch for falling debris, and to broom clean the area each day.
- C. Responsibility and Assignment of Trades:
  1. Contractor shall assign the work of moving, removal, cutting, patching, and repair to trades under his supervision so as to cause the least damage to each type of work encountered, and so as to return the building as much as possible to the appearance of new work.
  2. Patching of finish materials shall be assigned to mechanics skilled in the work of the finish trade involved.
- D. Protection:
  1. Protect remaining finishes, equipment, and adjacent work from damage caused by cutting, moving, removal, and patching operations. Protect surfaces which will remain a part of the finished work.
  2. Cover existing walls and floors where necessary to prevent damage from construction operations.
  3. During demolition, cutting, and construction, provide positive dust control by wetting dusty debris and by completely sealing openings to Owner-occupied areas with temporary seals so as to prevent spread of dust and dirt to interior areas.
  4. After materials are installed, properly protect Work until final acceptance.
  5. Repair any damage resulting from construction operations without cost to Owner.
- E. Special Protection:
  1. Comply with welding and cutting precautions specified in Section 01 50 00 - Temporary Facilities and Controls. In addition, provide Type I fire retardant enclosure around area of welding.

**F. Debris:**

1. Remove debris from the site daily. Removed material becomes property of the Contractor. Load removed material directly on trucks for removal from site. Dispose of removed material legally. Do not allow debris to enter sewers.
2. Do not allow material accumulations to endanger structure.
3. Submit material storage and disposal plan for review prior to job start.

**1.04 PATCHING, EXTENDING, AND MATCHING:**

- A. Patch and extend existing work using skilled mechanics who are capable of matching the existing quality of workmanship. The quality of patched or extended work shall not be less than that which exists.
- B. In areas where any portion of an existing finished surface is damaged, lifted, stained, or otherwise made or found to be imperfect, patch or replace the imperfect portion of the surface with matching material.
- C. Provide adequate support or substrate for patching of finishes.
- D. Quality:
  1. In the Sections of the product and execution of Specifications which follow these General Requirements, no concerted attempt has been made to describe each of the various existing products that must be used to patch, match, extend, or replace existing work. Obtain all such products in time to complete the Work on schedule. Such products shall be provided in quality which is in no way inferior to the existing products.
  2. The quality of the products that exist in the building, as apparent during pre-bid site visits, shall serve as the Specification requirement for strength, appearance, and other characteristics.
- E. Transitions:
  1. Where new work abuts or finishes flush with existing work, make the transition as smooth and workmanlike as possible. Patched work shall match existing adjacent work in texture and appearance so as to make the patch or transition invisible to the eye at a distance of no closer than 3 feet (1m).
  2. Where masonry or other finished surface is cut in such a way that a smooth transition with new work is not possible, terminate the existing surface in a neat fashion along a straight line at a natural line of division and provide trim appropriate to the finished surface.
- F. Restore existing work that is damaged during construction to a condition equal to its condition at the time of the start of the Work, and to satisfaction of Owner.

**1.05 REPAIR:**

- A. Replace work damaged in the course of alterations, except at areas approved by Owner for repair.
- B. Where full removal of extensive amounts of almost-suitable work would be needed to replace damaged portions, then filling, straightening, and similar repair techniques, followed by finishing, will be permitted.
- C. If the repaired work is not brought up to the standard for new work, Owner will direct that it be cut out and replaced with new work.

**HOUSTON HOUSING AUTHORITY  
HOUSTON, TEXAS**

---

**PART TWO - PRODUCTS**

Not Used.

**PART THREE - EXECUTION**

Not Used.

**END OF SECTION 01 35 16**

**SECTION 01 40 00**

**QUALITY CONTROL**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. General Quality Control.
- B. Manufacturers' Field Services.

**1.02 QUALITY CONTROL, GENERAL:**

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
- B. Contractor shall be approved by manufacturer to perform the work for the specified guarantee period. Contractor shall have completed previous projects utilizing same materials and provide same warranty as specified herein.
- C. Examine each phase of Work and have defective conditions corrected before starting subsequent operations which would cover, or are dependent upon, work in question.
- D. Where visual examination is not sufficient use instruments with qualified operators to examine work.

**1.03 WORKMANSHIP:**

- A. Comply with industry standards, except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Utilize qualified personnel who have experience with the specified materials to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, racking, and wind forces.
- D. Provide finishes to match accepted samples.

**PART TWO - PRODUCTS**

Not Used.

**PART THREE - EXECUTION**

Not Used.

**END OF SECTION 01 40 00**



**SECTION 01 43 39**

**MOCK-UPS**

**PART ONE - GENERAL**

**1.01 DESCRIPTION:**

- A. Preparation of mock-ups representing proposed finished materials and/or systems/assemblies for review and approval.

**1.02 QUALITY ASSURANCE:**

- A. Contractor to prepare mock-ups utilizing materials proposed for the finished product and to simulate the desired appearance of the finished product.
- B. Construct mock-ups at locations on the building for review.
- C. Mock-ups shall be of appropriate size to depict finishes and connections.
- D. Materials, finishes, thickness, attachments, dimensions, and profiles shall be as specified herein and as shown within the project.
- E. Owner or Owner's Representative reserves the right to require any modifications deemed necessary. No requests for extra costs will be entertained unless an upgrade of the original design is involved.
- F. Mock-ups shall constitute standard of acceptance for remaining work.

**1.03 SCHEDULE OF MOCK-UPS:**

- A. Typical infill panel.
- B. Typical A/C unit installation.

**PART TWO - PRODUCTS**

Not Used.

**PART THREE - EXECUTION**

Not Used.

**END OF SECTION 01 43 39**

**SECTION 01 50 00**

**TEMPORARY FACILITIES AND CONTROLS**

**PART ONE - GENERAL**

**1.01 SANITARY FACILITIES:**

- A. Provide adequate temporary chemical toilets at time Work is commenced.
- B. Maintain facilities in compliance with applicable health laws and regulations. Keep clean and unobtrusive.
- C. Upon completion of Work, remove these facilities and all traces thereof.

**1.02 STORAGE OF MATERIALS:**

- A. Provide suitable non-combustible, watertight coverings for storage of materials subject to damage by weather. Covering shall be of sufficient size to hold materials required on site at one time. Pallets shall be raised at least 6-inches (150mm) above ground, on heavy joists or sleepers.
- B. If temporary storage sheds are used, locate storage areas where directed, maintain in good condition, and remove storage sheds when so directed. Locate storage areas of combustible construction a minimum of 30 feet (10m) from existing building.
- C. Store materials on site unless otherwise approved by Owner.
- D. Cover and protect materials subject to damage by weather, including during transit.
- E. Do not use building as storage facility.
- F. Provide additional storage at no cost to Owner in the event that additional storage area is required beyond that provided at project site.
- G. Stored materials shall be available for inspection by Owner at all times.
- H. Store flammable and volatile liquids in sealed containers located a minimum of 20 feet from existing buildings.
- I. Transport flammable or volatile liquids in, and use from, U.L. listed safety cans.
- J. Deliver material and equipment in manufacturer's original packaging with all tags and labels intact and legible. Handle and store material and equipment in such a manner as to avoid damage. Liquid products shall be delivered sealed, in original containers.
- K. Proper storage of materials is the sole responsibility of Contractor. Protect all materials susceptible to moisture including, but not limited to, wood, and plywood in dry, above ground, watertight storage. Keep all labels intact and legible, clearly showing the product, manufacturer, and other pertinent information.
- L. Reject any materials becoming wet or damaged and remove from the jobsite immediately.
- M. Maintain products liable to degrade as a result of being frozen above 40 degrees Fahrenheit (4 degrees Celsius) in heated storage.
- N. Random samples of all materials susceptible to moisture will be taken at various stages of the installation to ensure no significant variations in moisture.

**1.03 TEMPORARY WATER:**

- A. Make arrangements with Owner for water required for construction.
- B. Provide hoses for conveyance.

**1.04 TEMPORARY ELECTRICAL SERVICE:**

- A. Make arrangements with Owner for temporary electrical service for completion of the Work.
- B. Provide all necessary temporary wiring (in conduit if requested by Owner), extensions, and temporary lighting devices.

**1.05 TEMPORARY LADDERS, SCAFFOLDS, HOISTS:**

- A. Furnish and maintain temporary ramps, scaffolds, hoists, and other equipment as required for proper execution of Work.
- B. Such apparatus, equipment, and construction shall meet requirements of applicable federal, state, and local safety and labor laws.

**1.06 GUARDRAILS, BARRICADES, AND TEMPORARY COVERINGS:**

- A. Provide barricades as required to protect natural resources, site improvements, existing property, adjacent property, and passers-by.
- B. Where pedestrian traffic is through or adjacent to work areas, provide necessary guardrails and barricades to protect pedestrians and to prevent pedestrian access to Work areas.
- C. Remove guardrails and barricades at completion of construction.
- D. Provide suitable protection for stairs, sidewalks, and/or walls and floors in areas used for contractor to perform work.
- E. Provide protective fencing around storage areas.

**1.07 PROTECTION:**

- A. Maintain bench marks, monuments, and other reference points. If disturbed or destroyed, replace as directed.
- B. Protect existing adjacent streets, sidewalks, curbs, buildings, and property including trees, lawns, and plants.

**1.08 TEMPORARY FIRE PROTECTION:**

- A. During construction, Contractor and his subcontractors and sub-subcontractors and their agents and employees shall comply with fire safety practices as outlined in NFPA Pamphlet 241 and local fire protection codes, and in addition shall:
  - 1. Provide following stored pressure extinguishers during entire construction period:
    - a. One U.L. rating 4A-60B:C dry chemical fire extinguisher.
    - b. One U.L. rating 2A 2-1/2 gallon water fire extinguisher.
    - c. One U.L. rating 10B:C carbon dioxide fire extinguisher with horn and hose assembly.
  - 2. Contractor's superintendent or other assistant superintendents shall be appointed as project fire warden for entire construction period.
  - 3. Train workmen in proper use of each type fire extinguisher.

4. Post telephone number of fire department, specific information regarding location of on-site fire fighting equipment, and procedures to be followed in event of fire.
5. Maintain free access at all times to fire extinguisher equipment, street fire hydrants, and outside connections for standpipe hose systems.
6. Maintain all exit facilities and access thereto, free of material and other obstructions.

**1.09 EMPLOYEE CONTROL:**

- A. Do not allow construction employees to enter Owner-occupied areas. Maintain construction traffic in designated access routes.

**1.10 PARKING FACILITIES:**

- A. Parking area for a designated number of construction personnel vehicles will be made available at the site by Owner.

**1.11 CLEANING DURING CONSTRUCTION:**

- A. Oversee cleaning and ensure that building and grounds are maintained free from accumulations of waste materials and rubbish.
- B. Sprinkle dusty debris with very fine water mist to control accumulation of dust. Do not use water in quantity so as to puddle.
- C. At not less than every day during progress of work, clean up work areas and access areas and dispose of waste materials, rubbish, and debris.
- D. At Contractor's option, on-site dump containers may be used for collection of waste materials, rubbish, and debris. Locate containers a minimum of 30 feet (10m) away from building entrances at a location acceptable to Owner. If used, remove containers when filled.
- E. Do not allow waste materials, rubbish, and debris to accumulate and become an unsightly or dangerous condition.
- F. Remove waste materials, rubbish, and debris from site and legally dispose of at public or private dumping areas off Owner's property.
- G. Keep streets and access to site free of rubbish and debris.

**1.12 PERMITS:**

- A. Obtain and pay for all required local and state permits, licenses, and registrations. Work may be subject to ordinances, laws, codes, and regulations.
- B. Prior to bidding, notify Owner and Consultant of any violation, omission, or questions of compliance. Required corrections to Specifications will be made via Addenda prior to receipt of Bids.
- C. Be responsible for full compliance and bear cost of additional work not specified that may be required by authorities having jurisdiction.

**HOUSTON HOUSING AUTHORITY  
HOUSTON, TEXAS**

---

**1.13 REGULATORY REQUIREMENTS:**

- A. International Building Code (IBC), latest edition; as amended by City of Houston.
- B. Occupation Safety and Health Administration (OSHA) requirements, as applicable.
- C. United States Environmental Protection Agency (EPA) requirements, as applicable.
- D. Adhere to all limitations, cautions, and regulatory standards referenced by the manufacturer of each material provided.

**PART TWO - PRODUCTS**

Not Used.

**PART THREE - EXECUTION**

Not Used.

**END OF SECTION 01 50 00**

**SECTION 01 60 00**

**MATERIAL AND EQUIPMENT**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Material and Equipment Incorporated Into Work:
  - 1. Conform to applicable specifications and standards.
  - 2. Comply with size, make, type, and quality specified, or as specifically approved in writing by Owner.
  - 3. Manufactured and Fabricated Products:
    - a. Design, fabricate and assemble in accordance with recognized industry standards.
    - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
    - c. Two or more items of same kind shall be identical, by same manufacturer.
    - d. Products suitable for service conditions.
    - e. Adhere to equipment capacities, sizes, and dimensions shown or specified unless variations are specifically approved in writing.
- B. Do not use material or equipment for purposes other than that for which it is designed or is specified.

**1.02 REUSE OF EXISTING MATERIAL:**

- A. Except as specifically indicated or specified, materials and equipment removed from existing structure shall not be used in completed Work.
- B. For material and equipment specifically indicated or specified to be reused in Work:
  - 1. Use special care in removal, handling, storage, and reinstallation to assure proper function in completed Work.
  - 2. Arrange for transportation, storage, and handling of products which require off-site storage, restoration, or renovation. Pay costs for such work.

**1.03 MANUFACTURER'S INSTRUCTIONS:**

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in installation, including two copies to Consultant.
  - 1. Maintain one set of complete instructions at jobsite during installation and until completion.
  - 2. Submit copy to Consultant with appropriate Product Data submittal.
  - 3. Consultant will forward copy to Owner.
- B. Handle, install, connect, clean, condition, and adjust products in strict accordance with such instructions and in conformity with specified requirements.
  - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Consultant for further instructions.
  - 2. Do not proceed with work without clear instructions.

- C. Perform Work in accordance with manufacturer's instructions. Do not omit preparatory steps or installation procedures unless specifically modified or exempted by Contract Documents.

**1.04 TRANSPORTATION AND HANDLING:**

- A. Arrange deliveries of products in accordance with construction schedules. Coordinate to avoid conflict with work and conditions at site.
  - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

**1.05 SUBSTITUTIONS AND PRODUCT OPTIONS:**

- A. Contractor's Options:
  - 1. For products specified only by reference standard, select any product meeting that standard, by any manufacturer.
  - 2. For products specified by naming several products or manufacturers, select any product and manufacturer named.
  - 3. Products specified by naming only one product and manufacturer are to establish a quality standard. For products other than the named product, submit request for substitution as specified below.
- B. Substitutions:
  - 1. During Bidding, Owner/Consultant will consider written requests from Bidders and manufacturers for substitutions of products in place of those specified. Such requests must be received between initial solicitation and pricing submission. Requests received after that time will not be considered. Approval of proposed substitutions will be set forth in an Addendum or letter of approval. Requests for substitutions shall include data listed below.
  - 2. Submit copy of request for each substitution, supported with complete data, drawings, and appropriate samples substantiating compliance of proposed substitution with Contract Documents, including:
    - a. Product description, performance and test data, and applicable reference standards.
    - b. Name and address of similar projects on which product was used and date of installation.
    - c. Itemized comparison of qualities of proposed substitution with that specified.
    - d. Changes required in other elements of Work because of substitution.
    - e. Affect on construction schedule.
    - f. Availability of maintenance service and source of replacement materials.

- C. Contractor's Representation: Request for substitution constitutes a representation that Contractor:
  - 1. Has investigated proposed product and determined that it is equal to or superior in all respects to that specified.
  - 2. Will provide same warranties for substitution as for product specified.
  - 3. Will coordinate installation of accepted substitution into Work and make such other changes as may be required for Work to be complete in all respects.
  - 4. Waives all claims for additional costs, under his responsibility, related to substitution which subsequently becomes apparent.
- D. Substitutions will be not be considered if:
  - 1. They are indicated or implied on Shop Drawings or Product Data submittals without formal request submitted in accordance with this Section.
  - 2. They are submitted after time limit specified above.
  - 3. Acceptance will require substantial revision of Contract Documents.
- E. If substitution is not approved or accepted, Contractor shall furnish specified product.

**PART TWO - PRODUCTS**

Not Used.

**PART THREE - EXECUTION**

Not Used.

**END OF SECTION 01 60 00**



**SECTION 01 70 00**

**CONTRACT CLOSEOUT**

**PART ONE - GENERAL**

**1.01 GENERAL:**

- A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

**1.02 SUBSTANTIAL COMPLETION:**

- A. Contractor: Shall notify Consultant and Houston Housing Authority that Project is substantially complete and schedule time for inspection.
- B. Consultant and Houston Housing Authority will make an inspection after notification.
- C. Should Consultant and Houston Housing Authority consider Work not complete:
  - 1. Contractor will be notified in writing, stating reasons.
  - 2. Contractor shall complete Work and send second written notice to Consultant and Houston Housing Authority certifying Project is substantially complete.
  - 3. Consultant and Houston Housing Authority will reinspect Work.

**1.03 FINAL INSPECTION:**

- A. Contractor shall submit written certification that:
  - 1. Contract Documents have been reviewed by Contractor.
  - 2. Project has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Equipment and systems have been tested in presence of Owner's Representative and are operational.
  - 5. Project is complete and ready for final inspection by Consultant and Houston Housing Authority.
- B. Consultant and Houston Housing Authority will make final inspection after notification from Contractor.
- C. Should Consultant and Houston Housing Authority consider Work complete in accordance with requirements of Contract Documents, Contractor will be requested to make Project Closeout submittals.
- D. Should Consultant and Houston Housing Authority consider Work not complete:
  - 1. Contractor will be notified in writing, issuing inspection list to Contractor with noted items requiring further consideration.
  - 2. Contractor shall take immediate steps to remedy the stated deficiencies and submit initialed inspection list to Consultant and Houston Housing Authority certifying Work is complete.
  - 3. Consultant and Houston Housing Authority will reinspect Work.

**1.04 CLOSE-OUT SUBMITTALS:**

- A. Evidence of compliance with requirements of governing authorities.
- B. Warranties and Bonds: Refer to requirements of this Section.
- C. Evidence of Payment and Release of Liens: Refer to requirements of General and Supplementary Conditions.

**1.05 WARRANTY/GUARANTEE:**

- A. Submit original and duplicate copies of both Contractors' Warranties and Manufacturers' Guarantees to Consultant for review. After review, Consultant will forward documents to Owner. Consultant shall approve final pay application (retainage) upon receipt of approved Contractors' Warranties and Manufacturers' Guarantees.

**1.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS:**

- A. Final Release and Waiver of Liens:
  - 1. Contractor's Waiver of Liens.
  - 2. Separate waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with complete list of those parties.
- B. All submittals shall be notarized and sealed before delivery to Consultant.

**1.07 FINAL ADJUSTMENT OF ACCOUNTS:**

- A. Submit final statement of accounting to Consultant and Houston Housing Authority.
- B. Statement shall reflect all adjustments.
  - 1. Original Contract Sum.
  - 2. Additions and Deductions resulting from:
    - a. Previous Change Orders.
    - b. Deductions for uncorrected Work.
    - c. Deductions for Reinspection Payments.
    - d. Deductions for unused allowances.
  - 3. Total Contract Sum, as adjusted.
  - 4. Previous payments.
  - 5. Sum remaining due.
- C. Consultant will prepare final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

**1.08 FINAL APPLICATION FOR PAYMENT:**

- A. Submit final application in accordance with requirements of General Conditions.
- B. Owner's Representative shall review all data supplied for conformance with Contract Documents. When approved, Owner will accept the Work, release Contractor (except as to conditions of the Performance Bond, any legal rights of Owner, required guarantees, and correction of Faulty Work after final Payment), and make final payment to Contractor.
- C. Final payment will not be approved or released until receipt of proper close-out documents.

**HOUSTON HOUSING AUTHORITY  
HOUSTON, TEXAS**

---

**PART TWO - PRODUCTS**

Not Used.

**PART THREE - EXECUTION**

Not Used.

**END OF SECTION 01 70 00**

**SECTION 01 74 00**

**CLEANING**

**PART ONE - GENERAL**

**1.01 GENERAL:**

- A. Maintain premises free from accumulations of waste, debris, and rubbish caused by construction operations.
- B. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials. Clean all sight-exposed surfaces. Leave project clean and ready for occupancy.

**1.02 REQUIREMENTS OF REGULATORY AGENCIES:**

- A. Codes and Standards: Applicable federal, state, and local codes and regulations relative to environmental safety regulations.
- B. Hazards Controls: Store volatile waste in covered metal containers and remove from premises daily. Prevent accumulation of wastes which create hazardous conditions.
- C. Pollution Control: Conduct clean-up and disposal operations to comply with local ordinances and anti-pollution laws.
  - 1. Burning or burying of rubbish and waste materials on the project site is prohibited.
  - 2. Disposal of volatile fluid wastes (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer systems or into streams or waterways is prohibited.

**PART TWO - PRODUCTS**

**2.01 CLEANING MATERIALS:**

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**PART THREE - EXECUTION**

**3.01 DURING CONSTRUCTION:**

- A. Keep work area and all occupied property in neat and orderly condition at all times. Oversee cleaning and ensure that building and grounds are maintained free from accumulations of waste materials and rubbish. Sprinkle dusty debris with very fine water mist to control accumulation of dust. Do not use water in quantity so as to puddle. Do not allow waste and other materials such as rubbish, debris, wrappers, etc., to accumulate and become unsightly or hazardous.

- B. Promptly remove equipment and excess materials as they become no longer needed for the progress of the work. At not less than every day during progress of work, clean up work and access areas and dispose of waste materials, rubbish, and debris. Legally dispose of waste materials, rubbish, and debris at public or private dumping areas off Owner's property. At the completion of work, restore work area to its original condition. Lower waste materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights. Keep street and access to site free of rubbish and debris.
- C. Contractor shall be responsible for damage to or destruction of property of any sort resulting from the work or caused by defective work, or the use of unsatisfactory materials or workmanship.
- D. Contractor shall be responsible for the preservation of all private property, trees, fences, etc., along the adjacent street, right-of-way, etc., and shall use every precaution necessary to prevent damage or injury thereto. Use suitable precautions to prevent damage to pipes, conduits, and other structures.
- E. If damage to any structures, utilities, or other improvement occurs by reason of Contractor's operations even though special precautions have been employed, Contractor shall be entirely responsible for such damage and shall make all repairs as required to the satisfaction of Owner.
- F. Do not injure, destroy, or trim landscaping without authorization by Owner. Landscaping damage will be replaced by Contractor with new stock or with other stock satisfactory to Owner at the expense of Contractor.

**3.02 FINAL CLEANING:**

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastics, adhesives, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Repair, patch, and touch-up marred surfaces to match adjacent finishes.
- D. Broom clean paved surfaces; rake clean other surfaces of grounds.
- E. Clean stairwells, elevators, and delivery areas.
- F. Prior to final completion or Owner occupancy, conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that entire Work area is clean.

**END OF SECTION 01 74 00**

**SECTION 02 07 20**

**MINOR DEMOLITION AND RENOVATION WORK**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Miscellaneous and incidental demolition and renovation work performed in order to perform specified work and related to miscellaneous work.
- B. Renovation of existing window frames.
- C. Repairs and painting interior finishes.

**1.02 RELATED SECTIONS:**

- A. 07 62 00 - Sheet Metal Flashing & Trim.
- B. 07 92 00 - Joint Sealants.
- C. 09 91 00 - Interior Painting.
- D. 23 81 00 - Self-contained A/C Units.

**1.03 REFERENCES:**

- A. American Society for Testing and Materials (ASTM).
- B. Corps of Engineers (CRD).

**1.04 PROJECT CONDITIONS:**

- A. Environmental Requirements: Do not remove existing materials in inclement weather or when rain is predicted with 30 percent possibility.
- B. Emergency Equipment: Maintain on-site materials necessary to apply emergency temporary seal in event of sudden storms or inclement weather.
- C. Smoking is prohibited inside or outside of existing building, except at designated locations.

**1.05 SEQUENCING AND SCHEDULING:**

- A. Sequence minor demolition and renovation with sequence of new work to maintain facility in dry, watertight condition.
- B. Coordinate work so that not more existing items are removed in one day than can be replaced in same day.
- C. Coordinate work with Owner's operational requirements.
- D. Coordinate demolition work and removal work to maintain facility in dry, watertight condition.

**1.06 WARRANTY:**

- A. Provide Contractor's warranty covering defects in installed materials and workmanship for period of two years from date of final acceptance.

## **PART TWO - PRODUCTS**

### **2.01 MATERIALS:**

#### **A. Fasteners:**

1. Concrete/Masonry Substrate: Fasteners for securing sheet metal items such as surface-mounted counterflashings, termination/compression bars, etc., to concrete substrate shall be a pre-assembled drive anchor with a coated steel or steel alloy drive screw, a lead/zinc alloy expansion anchor body (1/4-inch (6mm) diameter, 1-1/2-inch [38mm] length) and a stainless steel washer with integral rubber seal (1-1/8-inch diameter) such as "Zamac Hammer-Screw" as manufactured by Powers Fasteners, Inc.
2. Steel Substrate: Fasteners for securing steel to steel substrate shall be self-tapping No. 10, 1-1/2-inch long stainless steel screw with stainless steel washer and bonded integral rubber seal.

B. Rust Inhibitive Primer: 100 percent acrylic resin primer such as "Metalclad Interior-Exterior Acrylic Latex Flat Primer & Finish #41702", Devoe & Reynolds Co.

C. Paint: Reference 09 91 00.

D. Plywood: Pressure-treated; fire rated; CDX grade; 3/4-inch plywood.

## **PART THREE - EXECUTION**

### **3.01 EXAMINATION:**

- A. Examine existing building to determine existing physical conditions that affect removal of existing materials and installation of new materials.
- B. Verify that required barricades and other protective measures are in place.

### **3.02 PREPARATION:**

- A. Take measures to maintain watertight conditions during term of Contract.
- B. Protect adjacent surfaces.

### **3.03 MINOR DEMOLITION OPERATIONS:**

- A. Execute demolition in careful and orderly manner with least possible disturbance or damage to adjoining surfaces and structure.
- B. Avoid excessive vibrations in demolition procedures that would be transmitted through existing structure and finish materials.
- C. Remove existing glass pane/lite at designated locations of windows and clean substrate to receive new infill panels.
- D. Remove existing AC units where applicable.

**3.04 MINOR RENOVATION WORK:**

- A. Prepare substrates in accordance with material manufacturer's recommendations.
- B. Interior finishes: Prime and paint repaired interior walls in exposed areas.
- C. Window Frames: Remove existing glass lites at designated locations.
- D. Install new A/C units at designated window frame locations and secure to new infill panels with applicable fasteners. Install and secure brackets to base of unit and to masonry wall with specified drive-pin anchors.

**3.05 CLEANING:**

- A. Materials, equipment, and debris resulting from demolition operations shall become property of Contractor. Remove and dispose of demolition debris in accordance with applicable city, state, and federal laws at authorized disposal site.
- B. Leave substrate clean and dry, ready to receive new materials.

**END OF SECTION 02 07 20**



**SECTION 07 62 00**

**SHEET METAL FLASHING AND TRIM**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Shop or field-formed sheet metal work for installation of new window air conditioning units.

**1.02 RELATED SECTIONS:**

- A. 02 07 20 - Minor Demolition and Renovation.
- B. 07 92 00 - Joint Sealants.
- C. 09 91 00 - Interior Painting.

**1.03 REFERENCES:**

- A. American Society for Testing and Materials (ASTM).
- B. Federal Specifications (FS).
- C. Sheet Metal and Air Conditioning Contractor's National Association, Inc. (SMACNA): Architectural Sheet Metal Manual, latest edition.

**1.04 WARRANTY:**

- A. Contractor's Warranty: Provide Owner a written warranty which shall warrant sheet metal work to be free of leaks and defects in materials and workmanship for two years after date of final acceptance by Owner.
- B. For pre-finished metal, provide manufacturer's twenty-year guarantee covering deterioration or failure of the fluoropolymer finish.

**PART TWO - PRODUCTS**

**2.01 MANUFACTURERS:**

- A. Acceptable Pre-finished Sheet Metal Manufacturers:
  - 1. Berridge Manufacturing Company.
  - 2. Peterson Aluminum Corporation (PAC CLAD).
  - 3. McElroy Metals, Inc.
  - 4. Metal Building Components, Inc. (MBCI).
  - 5. Firestone Metal Co (Una-Clad).
  - 6. Or approved equal.

**2.02 SHEET METAL MATERIAL:**

- A. Pre-finished Metal: "Kynar 500" or "Hylar 5000" fluoropolymer pre-finished aluminum sheet metal, minimum .040; "Kynar 500" or "Hylar 5000" finish shall consist of a two coat Polyvinyladine flouride, minimum 70 percent by weight in coatings, dry film thickness 1 mil, factory applied by metal manufacturer or supplier. Color selected by Owner from manufacturer's standard color chart.
- B. Stainless Steel Sheet Metal: ASTM A 240, Type 304, ASTM A480, No. 2B/2D Mill Finish, gauge as scheduled.
- C. Steel Angles: Pre-finished aluminum angle; 2-inch x 2-inch x 1/8-inch.

**2.03 FASTENERS:**

- A. Heads of fasteners, including but not limited to, rivets, screws, and bolts, that are exposed or visible shall have same manufactured finishes as item being secured; color to match when applicable.
- B. Fasteners:
  - 1. Wood Substrate: Fasteners for securing steel to wood substrate shall be No. 10 stainless steel screw with wafer head.
  - 2. Bolts: 3/16-inch stainless steel bolt with tamper-resistant head with steel bonded rubber washer and acorn nut.
  - 3. Rivets: Stainless steel material for the head and stem, closed end, color to match sheet metal items being adjoined

**2.04 RELATED MATERIALS:**

- A. Adhesives: Type recommended by flashing sheet manufacturer for waterproof and weather resistant seaming and adhesive application of flashing sheet.
- B. Metal Accessories: Sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gauge required for performance.
- C. Self-adhering Through-wall Membrane: Self-adhering sheet membrane such as Henry Company's "Blueskin TWF".
- D. Sealant:
  - 1. Type A: Medium modulus silicone sealant for sealing metal-to-metal surface (i.e. metal edge, cover plates) such as "Sikasil WS-295" by Sika Corp., "795 Silicone Building Sealant" by Dow Corning, or "GE Silpruf 2000" by Momentive; color to match finish of metal.
  - 2. Type B: Latex sealant such as "Alex Painters All-purpose Acrylic Latex Caulk" by DAP
  - 3. Type C: One-part gun grade polyether sealant such as "925 BES Sealant" by Henry.
  - 4. Type D: Double-sided compressible closed-cell foam tape by Saint-Gobain/Norton, 3M, or approved equal.
  - 5. Type E: Gun-grade polyurethane sealant, such as "Dymonic 100" by Tremco, "SikaFlex" by Sika, or approved equal.

**2.05 FABRICATION - GENERAL:**

- A. Fabricate work in accordance with SMACNA Architectural Sheet Metal Manual and other recognized industry practices and reviewed shop drawings.
- B. Comply with material manufacturer's instructions and recommendations for forming material.
- C. Fabricate for waterproof and weather resistant performance with expansion provisions for running work sufficient to permanently prevent leakage, damage, or deterioration of work. Form work to fit substrates.
- D. Make angle bends and folds for interlocking metal with full regard for expansion and contraction to avoid buckling or fullness in metal after installation.
- E. Form materials with straight lines, sharp angles, smooth curves, and true levels. Avoid tool marks, buckling, and oil canning.
- F. Fold back edges on concealed side of exposed edge to form hem.
- G. Lap joints 1-inch (25mm) minimum. Rivet and solder joints on parts that are to be permanently and rigidly assembled for stainless steel sheet metal. Install rivets, spaced 1-inch (25mm) on-center and apply solder to secure and seal exposed edge of sheet metal in a uniform continuous bead with smooth top finish. Clean residue upon completion of soldering process. Fabricate sheet metal assemblies so that adjoining sections are nested to achieve continuous metal-to-metal contact.
- H. Seams:
  - 1. Fabricate non-moving seams in sheet metal with flat-lock seams.
  - 2. Pre-finished sheet metal: Seal pre-finished metal seams with rivets, spaced 1-inch (25mm) on-center, and silicone sealant, color to match metal finish.
  - 3. Stainless Steel: Tin edges to be seamed, form seams, and solder.
- I. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant in compliance with manufacturer and SWRI standards.

**2.06 FABRICATED ITEMS:**

- A. Window Infill Panel: 0.040 prefinished aluminum sheet metal.
- B. Window Infill panel end cap: 0.032 prefinished aluminum sheet metal.

**PART THREE - EXECUTION**

**3.01 EXAMINATION:**

- A. Verify that substrates are smooth and clean to extent needed for sheet metal work.
- B. Verify that substrates to receive sheet metal are installed and free of concrete and soil.
- C. Do not start sheet metal work until conditions are satisfactory.

**3.02 INSTALLATION:**

- A. Install sheet metal with lines, arises, and angles sharp and true, and plane surfaces free from objectionable wave, warp, or buckle. Exposed edges of sheet metal shall be folded back to form 1/4-inch (6mm) hem on concealed side from view. Finished work shall be free from water retention and leakage under all weather conditions. Install prefabricated corners or transitions at changes in direction, elevation or plane, and at intersections. Locate field joints not less than 12-inches (300mm), nor more than 3 feet (1m) from actual corner. Laps for all metals, except for prefinished metal, shall be 1-inch (25mm) wide, fastened with rivets spaced 1-inch (25mm) on-center and soldered.
- B. Anchor units of work securely in place to prevent damage or distortion from wind or buckling, but not less than 6-inches (300mm) on center. Provide for thermal expansion of metal units; conceal fasteners where possible; and set units true to line and level as indicated.
- C. Install fabricated sheet metal items in accordance with SMACNA Architectural Sheet Metal Manual recommendations.
- D. Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces with self-adhering sheet, or other permanent separation at locations of contact as recommended by manufacturer or fabricator. Do not use materials incompatible with adjacent materials.
- E. Window Infill Panel:
  - 1. Adhere prefinished sheet metal to both sides of plywood base with uniform application of appropriate adhesive.
  - 2. Install and adhere sheet metal end caps on ends of infill panels.
  - 3. Set infill panel into prepared existing window frame and secure exterior side of panel to angle with through bolts spaced 6-inches o.c. in opening.
  - 4. Secure into side of panel with screws spaced 12-inches o.c.
  - 5. Apply compressible foam tape, shims, and sealant, Type "A", in accordance with detail drawings.

**3.03 CLEANING:**

- A. Leave work clean and free of stains, scrap, and debris.
- B. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration/damage of finishes. Paint (color to match) areas of prefinished metal where finish is damaged. Replace sheet metal items when damaged finish can not be repaired to an acceptable condition.

**END OF SECTION 07 62 00**

**SECTION 07 92 00**

**JOINT SEALANTS**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Sealant at perimeters of infill panels and windows.

**1.02 RELATED SECTIONS:**

- A. 02 72 00 - Minor Demolition and Renovation Work.
- B. 07 62 00 - Sheet Metal Flashing and Trim.

**1.03 REFERENCES:**

- A. American Society for Testing and Materials (ASTM).
- B. Federal Specifications (FS).

**1.04 SUBMITTALS:**

- A. Product Data: Submit manufacturer's product data, joint preparation and installation instructions, color charts and Material Safety Data Sheets (SDS) for each product required.
- B. Submit manufacturer's certification that products meet specified requirements and are appropriate for project applications.
- C. Samples for Initial Selection Purposes: Submit manufacturer's standard bead samples consisting of strips of actual products showing full range of colors available for each product exposed to view.

**1.05 QUALITY ASSURANCE:**

- A. Product Labels: Include manufacturer's name, type of sealant, and color on labels of containers.
- B. Single Source Responsibility for Joint Sealer Materials:
  - 1. Obtain joint sealer materials from single manufacturer for each different product required.
  - 2. Provide primers, joint sealers, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by testing and field experience as supplied and warranted by one manufacturer.

3. Provide joint sealers that have been produced and installed to establish and maintain watertight and airtight continuous seals.
- C. Installer Qualifications: Installer having not less than five years successful experience in comparable projects and employing personnel skilled in operations required for project.
- D. Field Sample: Upon directions of Owner, prepare 12-inch (300mm) samples in presence of Owner demonstrating removal and cleaning process and application of sealant.
- E. Use test methods standard with manufacturer to determine if priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealers to joint substrates under environmental conditions that will exist during actual installation.
- F. Installer to perform field adhesion testing using hand pull method. Perform a minimum of one test on every type of substrate and joint condition.
  1. Test Method: Test joint sealers by hand pull method described below:
    - a. Install joint sealants in 4 feet joint lengths using same materials and methods for joint preparation and joint sealant installation required for complete work. Allow sealants to cure fully before testing.
    - b. Make knife cuts as follows: A horizontal cut from one side of joint to the other followed by two vertical cuts approximately 2-inches (50mm) long at side of joint and meeting horizontal cut at top of 2-inch (50mm) cuts. Place a mark 1-inch (25mm) from top of 2-inch (50mm) piece.
    - c. Use fingers to grasp 2-inch (50mm) piece of sealant just above 1-inch (25mm) mark; pull firmly down at a 90 degree angle or more while holding a ruler along side of sealant. Pull sealant out of joint to the distance recommended by sealant manufacturer for testing adhesive capability, but not less than that equaling specified maximum movement capability in extension; hold this position for ten seconds.
  2. Report whether or not sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate.
  3. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of non-compliance with requirements, will be considered satisfactory. Do not use sealants which fail to adhere to joint substrate during testing.
  4. Repair test cut areas immediately after completion of testing work.
  5. Notify in advance and conduct adhesion testing in presence of Consultant.

**1.06 DELIVERY, STORAGE, AND HANDLING:**

- A. Deliver materials in original containers with seals unbroken and labels intact.
- B. Store materials in a single lockable area of project site.
- C. Protect materials from extreme temperatures and exposure. Store in accordance with manufacturer's recommendations.

**1.07 PROJECT CONDITIONS:**

- A. Environment: Comply with sealant manufacturer's recommended minimum and maximum installation temperatures and other weather protection.

**1.08 SEQUENCING AND SCHEDULING:**

- A. Do not remove more sealant than can be replaced in same day.

**1.09 WARRANTY:**

- A. Manufacturer's Warranty: Provide manufacturer's standard warranty for type of sealant specified.
- B. Contractor's Warranty: Provide written warranty against leakage and defects in workmanship for a period of two years from date of final acceptance by Owner.

**PART TWO - PRODUCTS**

**2.01 SEALANT:**

- A. Sealant:
  - 1. Type A: Medium modulus silicone sealant; color to match finish; such as "Sikasil WS-295" by Sika Corp., "DOWSIL 795 Silicone Building Sealant" by Dow, "GE Silpruf 2000" by Momentive Technologies; or approved equal.
  - 2. Type B: One component polyurethane sealant; color to match adjacent finish; such as "Sikaflex 1a" by Sika Corp., "Sonolastic NP1" by Master Builders, or approved equal.
  - 3. Type C: One component polyether sealant for exterior finishes for color matching finish such as "Tite Bond Weather Master Sealant" by Franklin International, or approved equal.
  - 4. Type D: Double-sided, compressible closed-cell foam rubber tape by Saint Gobain/Norton, 3M, or approved equal.
  - 5. Type E: Sealant tape, self-adhering elastomeric butyl tape, 1/8-inch by 3/8-inch (3mm by 9mm), such as "Extru-Seal" by Pecora, or approved equal.

**2.02 RELATED MATERIALS:**

- A. Cleaner: Noncorrosive, nonstaining type, compatible with joint forming materials as recommended by sealant manufacturer.
- B. Backer Rod: Closed cell non-gassing polyethylene foam rod, over-sized 30 to 50 percent for joint size, compatible with sealant, sized and shaped to provide proper compression upon insertion in accordance with manufacturer's recommendations such as "Sonolastic Soft Backer-Rod" by Master Builders, "SofRod" by Namaco, or approved equal products.
- C. Bond Preventive Materials: Pressure sensitive adhesive polyethylene strip recommended by sealant manufacturer to suit application.
- D. Primer: Nonstaining type as recommended by sealant manufacturer to suit application.
- E. Masking Tape: Nonstaining, nonabsorbent type compatible with sealant and surfaces adjacent to joints.

**PART THREE - EXECUTION**

**3.01 PREPARATION:**

- A. Removing Existing Materials:
  - 1. Remove foreign matter from substrates that could interfere with adhesion of joint sealant.
  - 2. Grind masonry control joints.
  - 3. Remove existing dust, oil, grease, waterproofing, water repellent, surface dirt, and paints, except for permanent protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer.
  - 4. Remove debris from jobsite.
  - 5. Solvent wipe all existing non-porous substrates with the "Two-Cloth" Cleaning Method.
- B. Cleaning:
  - 1. Clean joints receiving sealant and adjacent surfaces in manner not to damage existing materials. Perform cleaning of joints the same day sealant is to be installed in cleaned joint.
  - 2. Remove dust and debris by blowing clean with high-pressure air.
  - 3. Wipe nonporous surfaces clean with solvent such as MEK, toluene, xylene, or isopropyl alcohol (IPA) and clean, lint free, 100 percent cotton cloths.
  - 4. Wipe non-porous surfaces with a second clean, lint free, 100 percent cotton cloth before solvent evaporates.
- C. Cleaning Metal Substrates:
  - 1. All corrosion, scale, old sealant, and existing paint coatings must be removed to clean, bright metal.
  - 2. Solvent clean contact surfaces with clean cloth and solvent such as MEK, or as required by sealant manufacturer.
  - 3. Wipe clean with a second clean, lint free cloth before solvent evaporates.
  - 4. Prime substrate if required by the sealant manufacturer.
- D. Priming:
  - 1. Prime masonry and metal substrates and other substrate materials where recommended by sealant manufacturer based upon preconstruction sealant substrate tests or prior experience.
  - 2. Apply primer to comply with joint sealer manufacturer's recommendations. Apply primer to surfaces the same day sealant is to be installed onto primed surfaces.
  - 3. Confine primers to area of joint sealer bond. Do not allow spillage or migration onto adjoining surfaces.
- E. Masking: Mask areas adjacent to joints to prevent sealant contact with surfaces that would be permanently stained or damaged by sealant or by cleaning methods required to remove excess sealant.



**F. Equipment:**

1. Air compressors and abrasive grinding tools may be used at this project, but strict attention must be given to the inhalation protection, muffler, noise baffles, placement of equipment, and operating hours.
2. Air compressors shall not spew contaminants or any oil from the compressor, which are mixed with the expelled air. Control dust and air-quality from grinding procedures as required to prevent intrusion into the building or discomfort to building occupants.

**G. These conditions must be coordinated and approved by the Consultant prior to commencement of any work.**

**3.02 APPLICATION:**

**A. Joint Backing:**

1. To achieve required joint depths, restrict depth of joints by use of joint backer rod.
2. Size backer rod to allow for 30 percent minimum compression of the backer rod when installed.
3. Where joint backing material is not feasible due to insufficient clearance or depth, install bond preventive material in joint.
4. Three-sided adhesion of sealant is not permitted.

**B. Sealant:**

1. Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates.
2. Apply sealant in uniform continuous bead without gaps or air pockets, following manufacturer's instructions for each specific type of sealant.
3. Provide uniform cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.
4. Provide 1/4-inch minimum adhesion on all sealant joint substrates.
5. Provide 1/4-inch minimum joint thickness.
6. Provide minimum width-to-thickness ratio of 2:1.

**C. Tooling:**

1. Tool joints to required configuration in accordance with manufacturer's recommendations.
2. Tooling Non-sag Sealants:
  - a. Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration required.
  - b. Eliminate air pockets and ensure contact and adhesion of sealant with sides of joint.
  - c. Remove excess sealant from surfaces adjacent to joint.
  - d. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by manufacturer.
  - e. At crack repairs in brick masonry, apply sand in wet sealant to match finish and color of adjacent mortar or removed mortar.

**D. Remove masking immediately after tooling without disturbing joint sealant.**

**3.03 ADJUSTING:**

- A. If damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.

**3.04 CLEANING:**

- A. Remove excess sealant from adjacent surfaces immediately after contact with xylene or toluene.
- B. Remove debris and containers from jobsite.

**3.05 PROTECTION:**

- A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion.

**3.06 SCHEDULE:**

- A. Sealant "A":
  - 1. Window and infill panels.
- B. Sealant "C":
  - 1. Exterior joints to match finishes.
- C. Sealant "D":
  - 1. Window and infill panels.

**END OF SECTION 07 92 00**

**SECTION 09 91 00**

**INTERIOR PAINTING**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Cleaning, preparing, and painting interior finishes.

**1.02 RELATED SECTIONS:**

- A. 02 72 00 - Minor Demolition and Renovation Work.
- B. 07 92 00 - Joint Sealants

**1.03 DESCRIPTION OF WORK:**

- A. Painting interior finishes.
- B. Touch-up painting miscellaneous sheet metal items.
- C. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers, fillers, and other applied materials whether used as prime, intermediate, or finish coats.
- D. Unless otherwise indicated, metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require finish painting.

**1.04 SUBMITTALS:**

- A. Color Samples: Prior to beginning work, submit samples for Owners Representative review of color and texture only. Provide a listing of material and application for each coat of each finish sample. Sample to match existing paint color and texture.
  - 1. On 12-inch (300mm) section of siding, provide two samples of each color and material with texture to simulate actual conditions. Resubmit samples as requested by Engineer/Consultant until acceptable sheen, color, and texture is achieved.
  - 2. Final acceptance of colors will be from samples applied on the job.
- B. Product Data: Submit product data, application instructions, and Safety Data Sheets (SDS) for each product used.

**1.05 QUALITY ASSURANCE:**

- A. Product Labels: Include manufacturer's name, type of paint, stock number, color, and label analysis on label of containers.
- B. Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.

- C. Match existing color or as approved by Owner.
- D. Review with Owner's Representative, items shop primed by others to determine compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use to ensure compatible prime coats are used.

**1.06 DELIVERY, STORAGE, AND HANDLING:**

- A. Deliver materials in original containers with seals unbroken and labels intact.
- B. Store rags, paint, and solvents in closed metal containers located in designated area.
- C. Comply with applicable health and fire regulations.

**1.07 WARRANTY:**

- A. Provide Owner a written warranty which shall warrant all paint work to be free of defects in materials and workmanship for two years after date of final acceptance.

**PART TWO - PRODUCTS**

**2.01 MANUFACTURERS:**

- A. Except as otherwise specified, materials shall be products of the following manufacturers:
  - 1. ICI Paints (Devoe).
  - 2. Sherwin-Williams Company (SW).
- B. Materials selected for coating systems for each type surface shall be product of a single manufacturer unless otherwise specified.

**2.02 MATERIALS:**

- A. Select products from Material List below. Select primary products of a single manufacturer for each coating or paint system, unless otherwise specified.
- B. Match existing color as approved by Owner's Representative.
- C. Omit primer coat for primed or previously painted surfaces.
- D. Paint Material List
  - 1. Acrylic Latex: Two finish coats self-priming.
    - a) Primer and Finish Coats:
      - 1) SW - "SuperPaint Acrylic Latex".
      - 2) SW - "Duration Acrylic Latex".
      - 3) Or approved equal.

**PART THREE - EXECUTION**

**3.01 PREPARATION OF SURFACES:**

- A. Do not apply finishing materials to surfaces that are not physically tight and in first class condition. Remove all foreign matter, corrosion, rough spots, prime coat paint runs, etc., and clean surfaces of dirt, rust, grease, etc. Wire brush miscellaneous steel and iron surfaces and, if necessary, sand smooth metal surfaces to have an enameled finish.
- B. If surfaces are not in suitable condition for painting and finishing and cannot be put in such condition by customary preparatory methods, promptly notify Owner's Representative or assume responsibility for and rectify any resulting unsatisfactory finish.
- C. The proper preparation of surfaces to be finished will be strictly enforced. Remove defects and refinish wherever finished surfaces show defects due to improper preparation, workmanship, etc.

**3.02 WORKMANSHIP:**

- A. Perform work with skilled mechanics. Spread materials evenly, flowing on without runs, lap marks, or other defects. Color undercoats of paint to match final coat closely. Allow each coat to dry thoroughly before applying succeeding coat. Match approved samples of colors and finishes. If specified number of coats do not result in proper hiding and build up, an additional coat or coats will be required at no additional cost to Owner. There shall be no spray painting in the building unless approved in writing by Owner's Representative.
- B. Provide adequate illumination for painting and finishing. Do not perform painting or finishing in dusty areas or in spaces not heated to 60 degrees Fahrenheit (15.6 degrees Celsius). Perform work only when inclement weather conditions are conducive to product application and cure.
- C. Sand surfaces lightly between coats. Carefully wipe off sanding dust before recoating. Use sandpaper of such fineness as will not leave scratches that succeeding coat of finishing material will not obliterate.
- D. Reduce paint and finishing materials, if necessary, for proper application with thinner of type and in quantities not in excess of paint and finishing materials properly stirred during application. If specified number of coats of paint or varnish do not result in proper hiding or build up due to excess thinning or improper application, an additional coat or coats will be required at no cost to Owner.

**3.03 PROTECTION AND CLEANING:**

- A. Protect work of other trades against injury or damage during and because of painting and finishing operations. Replace any material or surfaces damaged, or restore, if such is possible, to original condition.

**HOUSTON HOUSING AUTHORITY  
HOUSTON, TEXAS**

---

- B. Furnish and lay drop cloths in areas where painting and finishing is being done. Protect floors and other surfaces from dripping materials. Where it becomes necessary to remove temporary coverings protecting material in place in order to proceed with work, replace or provide other satisfactory means of protection.
- C. Promptly clean off spots of paint, oil, and stains from walls, bricks, hardware, and other surfaces. Do not allow them to accumulate, dry, or harden. Upon completion of the work, check finished surfaces, clean off previously undetected spots and stains used in painting and finishing from the building, and leave entire building in clean condition insofar as painting and finishing work is concerned.
- D. Store paints, varnishes, oils, thinners, and other flammable materials outside building, if possible. When necessary to store inside, only store in covered containers in area designated by owner. Remove rags and waste from building at end of each day's work. Keep fire hazard to minimum.

**END OF SECTION 09 91 00**

**SECTION 23 01 25**

**TEMPORARY MECHANICAL DISCONNECTS**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Testing of equipment, disconnects of equipment, and installation of new units as shown on the drawings.

**1.02 QUALITY ASSURANCE:**

- A. The Contractor shall employ mechanics proficient in the trades involved.
- B. The Contractor shall disconnect equipment as scheduled in the approved construction schedule and when performing work in the immediate area of the equipment.
- C. Each unit shall be fully operational immediately after reinstallation. Shut-down time for each unit shall be limited to a four hour period unless otherwise agreed in writing by Owner's Representative.
- D. Prior to commencing any disconnections, the Owner shall be given forty-eight hours notice.

**1.03 TESTING:**

- A. Prior to commencing work, the Contractor shall test units in the presence of the Owner's Representative.
- B. Deficiencies in operation including unusual noises will be noted in writing and shall become a matter of record.
- C. Upon completion of the reinstallation of each unit, it shall be retested by the Contractor in the presence of the Owner's Representative.
- D. Any deficiencies which were not noted in the initial testing shall be corrected by the Contractor at his expense.

**PART TWO - PRODUCTS**

**2.01 MATERIALS:**

- A. Any replacement parts or additional materials needed due to changes in curb or pre-manufactured support heights shall be as recommended by the manufacturers of the mechanical unit or as required by governing codes, and shall match the existing materials as to type, size, thickness, and quality.

**PART THREE - EXECUTION**

**3.01 INSTALLATION:**

- A. Install equipment in accordance with manufacturer's recommendations and applicable codes and ordinances. Modify electrical service as necessary to accommodate new equipment.
- F. Units shall be installed level, plumb, and free of vibration and in accordance with unit manufacturer's original installation practices.

**END OF SECTION 23 01 25**



**SECTION 23 81 00**

**SELF-CONTAINED A/C UNITS**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Furnishing labor, equipment, and materials, and performing all operations in connection with the installation of Self-contained Air Conditioning units as outlined in these Specifications, and as necessary to provide complete systems which will operate efficiently and properly.

**1.02 BASIS OF DESIGN:**

- A. AC units shall comply with ASHRAE Standard 90.1, including minimum requirements for Energy Efficiency Rating (EER).
- B. AC units shall have a minimum cooling capacity of 12,000 BTU / Hour.
- C. AC units shall be UL certified, and designed to operate on 220 Volts, single phase power.

**1.03 WARRANTY:**

- A. Furnish the following manufacturer's warranty:
  - 1. One-year manufacturer's warranty.
  - 2. Limited five-year warranty on sealed refrigerating system (compressor, condenser, evaporator, and connecting tubing).
  - 3. Available limited second-year through fifth-year parts warranty.

**1.04 RELATED SECTIONS:**

- A. 02 07 20 - Minor Demolition and Renovation Work.
- B. 07 62 00 - Sheet Metal Flashing and Trim.
- C. 07 92 00 - Joint Sealants.

**1.05 SUBMITTALS:**

- A. Provide submittals in accordance with Section 01 33 00 - Submittals.
- B. Product Data: Submit manufacturer's technical information and installation instructions and details for each product to be installed.
- C. Shop Drawings: Submit shop drawings showing the installation of components for each anticipated condition.
- D. Provide documentation that A/C unit controls comply with the requirements of the local and federal Commercial Energy Conservation Codes.

- E. Provide documentation of functional testing performed on A/C units selected by the Owner's Representative. Functional testing shall include:
  - 1. Testing and documentation that all control elements function correctly for all settings, and all control elements are properly calibrated and adjusted.
  - 2. Testing and documentation to verify all temperature sensors and controls are calibrated and function correctly.
  - 3. The unit installation is performed in accordance with the Project Manual and the unit manufacturer's published installation requirements.

**1.06 REFERENCES:**

- A. ASHRAE Standard 90.1 – 2013.
- B. 2015 International Energy Conservation Code.

**PART TWO - PRODUCTS**

**2.01 MANUFACTURERS:**

- A. LG.
- B. Friedrich.
- C. Midea.
- D. Or approved equal

**2.02 SELF-CONTAINED AIR CONDITIONER UNIT:**

- A. AC unit typified by the following AC units, or as recommended by approved AC unit manufacturers. AC unit shall comply with the following requirements:
  - 1. 220 Volt, 60 Hz. single phase power.
  - 2. Cooling Capacity: 12,000 BTU / Hour minimum.
  - 3. Power: 3.0 kW, 11.4 Amps, 115 volts, minimum.
  - 4. Minimum Circuit Protection: 20 Amps.
  - 5. R-32 refrigerant.
  - 6. 3 cooling and fan speeds.

**2.03 MISCELLANEOUS MATERIALS:**

- A. All secondary materials, including power disconnects, power receptacles, field wiring, interior finish materials, fasteners, drain piping, and downspout materials are to be provided as a complete installation for this work.

## **PART THREE - EXECUTION**

### **3.01 MANUFACTURER'S RECOMMENDATIONS:**

- A. All materials and installations shall be in accordance with the local Mechanical and Electrical codes and with standards set forth by SMACNA, ASHRAE, and NFPA, as applicable. Unless requirements of the Work are superseded by local ordinances, other ruling authorities, local utility companies, drawings or specifications, or above standards, the latest edition of the applicable local building code shall be recognized as a minimum acceptable standard for Work under this Division.

### **3.02 AC UNIT INSTALLATION:**

- A. Install A/C support brackets per manufacturer's recommendations. Secure bracket to A/C unit with screws and to masonry wall with specified drive-pin anchors.
- B. Center A/C unit in window, allowing proper slope for condensate drainage. Make modifications to the existing wall opening/window frame as specified to install the new A/C unit.
- C. Secure cross bracing as necessary to infill panel.
- D. Secure A/C unit to infill panel in accordance with project drawings.
- E. Install weather stripping between A/C unit and infill panel.
- F. Connect A/C unit to nearest electrical outlet and provide extension cord as necessary.

### **3.03 START UP PROCEDURES AND FUNCTIONAL TESTING:**

- A. Perform initial start-up of each unit, making any necessary adjustments to place the units into a required operating condition.
- B. Demonstrate operation of each unit in the presence of the Owner's Representative.
- C. Perform the following Functional Testing on a minimum of five A/C units randomly selected by Owner's Representative. Submit written documentation of the Functional Testing procedures, results, and any corrective actions needed.
  - 1. Testing and documentation that all control elements function correctly for all settings, and all control elements are properly calibrated and adjusted.
  - 2. Testing and documentation to verify all temperature sensors and controls are calibrated and function correctly.
  - 3. The unit installation is performed in accordance with the Project Manual and the unit manufacturer's published installation requirements.

### **3.04 CLEANING:**

- A. Remove all masking, temporary covers, equipment, and materials.
- B. Correct damage to interior finishes.
- C. Clean floors and walls to remove dust and debris. Remove discarded materials and rubbish resulting from the Work.

**END OF SECTION 23 81 00**

**SECTION 26 01 25**

**TEMPORARY ELECTRICAL DISCONNECTS**

**PART ONE - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Temporarily disconnect equipment or circuits as needed. Contractor shall coordinate work to ensure a minimum disruption to equipment. No piece of equipment shall be moved or disconnected without prior approval from Owner's Representative.
- B. Temporarily shut off power to building when working around main power supply conduits on roof.

**1.02 QUALITY ASSURANCE:**

- A. The Contractor shall employ electricians licensed in the electrical trade.
- B. The Contractor shall disconnect electrical equipment or feeds only as scheduled in the approved construction schedule and when performing work in the immediate area of the equipment or feed.
- C. Each feed or unit shall be fully operational immediately after reinstallation. Shut-down time for each unit shall be limited to a four hour period unless otherwise agreed by Owner's Representative.
- D. Prior to commencing any disconnections, the Owner's Representative shall be given forty-eight hours notice.

**1.03 TESTING:**

- A. Prior to commencing work, the Contractor shall test circuits and units in the presence of Owner's Representative. Testing of circuits and units includes the ground system/field.
- B. Deficiencies in operation will be noted in writing and shall become a matter of record.
- C. Upon completion of the reinstallation of each unit, it shall be retested by the Contractor in the presence of the Owner's Representative.
- D. Any deficiencies which were not noted in the initial testing shall be corrected by the Contractor at his expense.

**PART TWO - PRODUCTS**

**2.01 MATERIALS:**

- A. Any replacement parts or additional materials needed due to changes in curb or pre-manufactured support heights shall be as required by the National Electrical Code (USA).

**PART THREE - EXECUTION**

**3.01 GENERAL:**

- A. Perform all work to meet the requirements of the National Electrical Code (USA) and local Municipal Electrical Codes.

**3.02 DISCONNECTION:**

- A. Circuits shall be placed under a controlled tagging and log procedure. Prior to disconnection, all sources of power to the panel or equipment shall be verified. De-energized power circuits shall be tagged out.

**3.03 RE-INSTALLATION:**

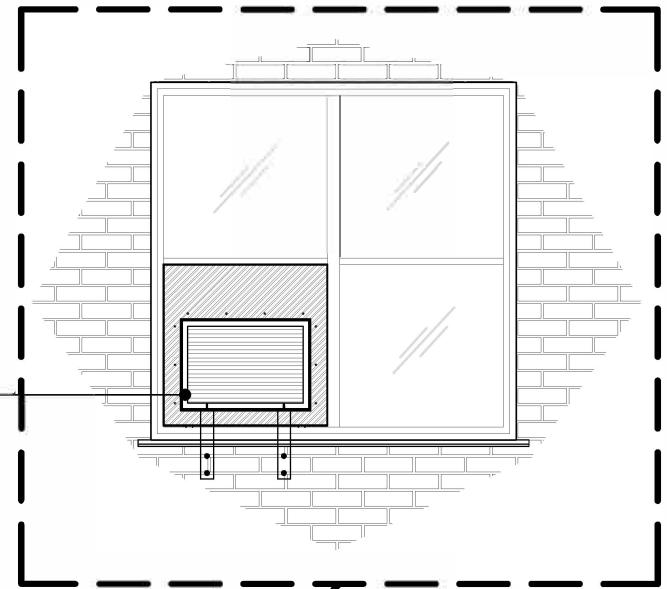
- A. Resetting: As soon as practicable after the flashing operations on a unit are completed.
- B. Install any required duct or electrical connections.
- C. Reinstall the units and reconnect for operation.
- D. Prior to reconnection, cables and conductors shall be physically inspected to verify they are physically in serviceable condition. Cables and conductors shall be re-terminated in accordance with the termination schedules developed above. Electrical connections shall be properly torqued.
- E. Prior to re-energization, electrical units shall be tested to verify continuity and proper connection. Multiphase circuits shall be verified to be connected in the correct phase sequence so that motors turn in the correct direction when energized.
- F. Prior to declaring equipment "in service", the equipment and controls shall be checked for proper operation. This shall require the equipment to be exercised through three complete cycles. Any deficiencies occurring during this test shall be corrected and the equipment re-tested until it operates successfully through three complete cycles. Following this test, the equipment shall be declared operational and "in service".

**END OF SECTION 26 01 25**



**2 TYPE 1 NORTH ELEVATION**  
R3.01 SCALE: NOT TO SCALE

REMOVE EXISTING AC UNIT OR GLASS  
AND INSTALL NEW WINDOW A/C UNIT  
(REF. DETAIL 1/R5.00)  
1 AC UNIT PER 1 BEDROOM APT./  
2 AC UNITS PER 2+ BEDROOM APT.



**1 TYPE 1 SOUTH ELEVATION**  
R3.01 SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

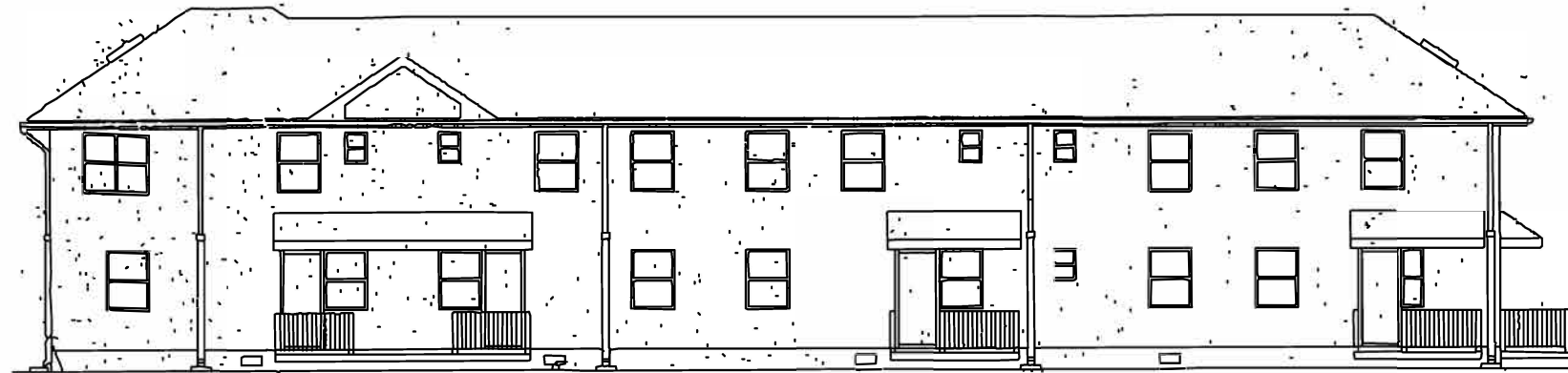
Revised

Sheet Name

**TYPE 1  
ELEVATIONS**

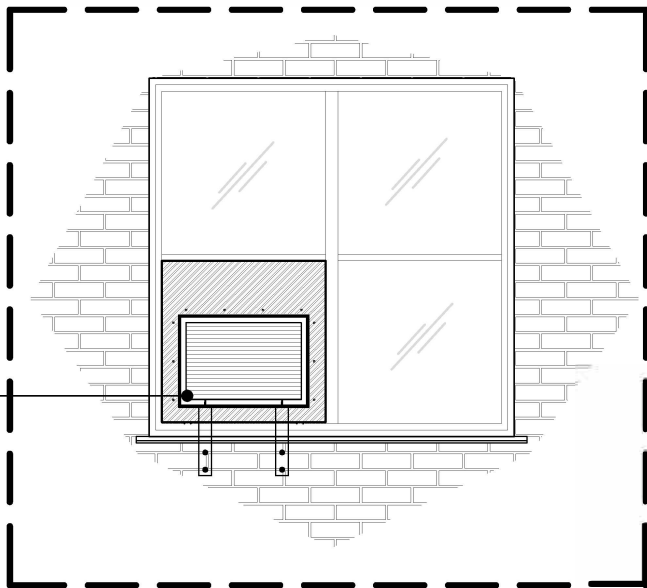
Sheet Number

**R3.01**



**2 TYPE 2 NORTH ELEVATION**  
SCALE: NOT TO SCALE

REMOVE EXISTING AC UNIT OR GLASS  
AND INSTALL NEW WINDOW A/C UNIT  
(REF. DETAIL 1/R5.00)  
1 AC UNIT PER 1 BEDROOM APT./  
2 AC UNITS PER 2+ BEDROOM APT.



**1 TYPE 2 SOUTH ELEVATION**  
SCALE: NOT TO SCALE

Job Number

12156.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

Revised

Sheet Name

**TYPE 2  
ELEVATIONS**

Sheet Number

**R3.02**

SHEET 3 OF XX

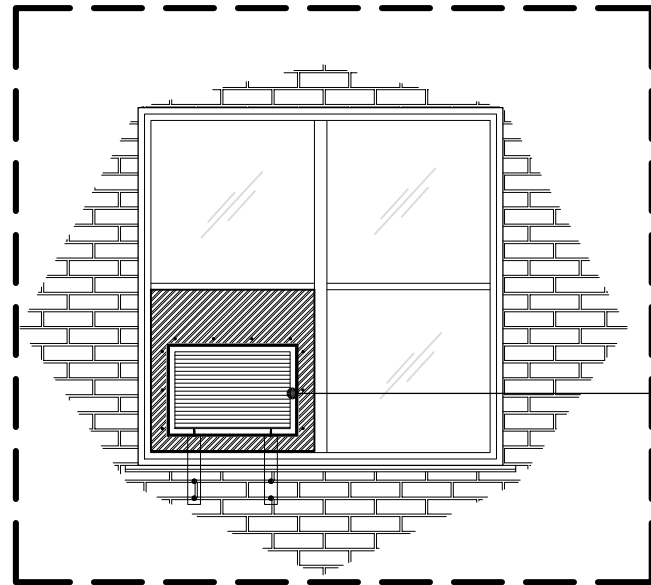
OWNERSHIP OF DOCUMENTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF PRICE CONSULTING INCORPORATED AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF PRICE CONSULTING INCORPORATED.

©2023



**2 TYPE 3 NORTH ELEVATION**  
SCALE: NOT TO SCALE



REMOVE EXISTING AC UNIT OR GLASS  
AND INSTALL NEW WINDOW A/C UNIT  
(REF. DETAIL 1/R5.00)  
1 AC UNIT PER 1 BEDROOM APT./  
2 AC UNITS PER 2+ BEDROOM APT.



**1 TYPE 3 SOUTH ELEVATION**  
SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

Revised

Sheet Name

**TYPE 3  
ELEVATIONS**

Sheet Number

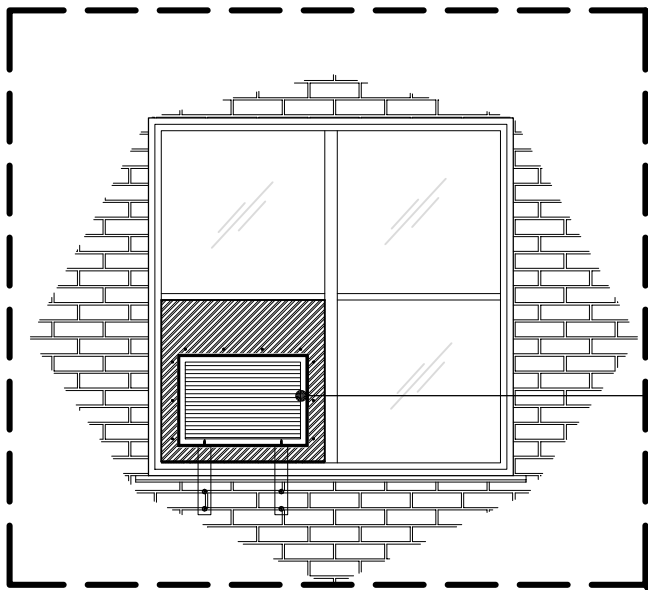
**R3.03**

SHEET 3 OF XX





**2 TYPE 4 NORTH ELEVATION**  
SCALE: NOT TO SCALE



REMOVE EXISTING AC UNIT OR GLASS  
AND INSTALL NEW WINDOW A/C UNIT  
(REF. DETAIL 1/R5.00)  
1 AC UNIT PER 1 BEDROOM APT./  
2 AC UNITS PER 2+ BEDROOM APT.



**1 TYPE 4 SOUTH ELEVATION**  
SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

Revised

Sheet Name

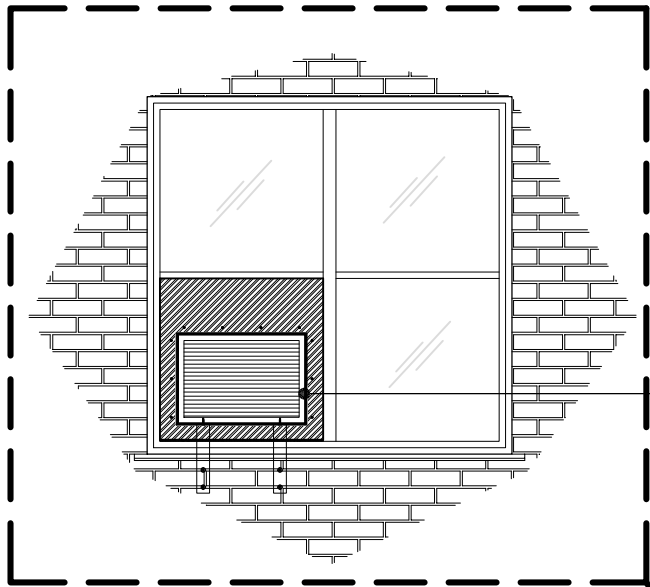
**TYPE 4  
ELEVATIONS**

Sheet Number

**R3.04**



**2 TYPE 6 NORTH ELEVATION**  
SCALE: NOT TO SCALE



REMOVE EXISTING AC UNIT OR GLASS  
AND INSTALL NEW WINDOW A/C UNIT  
(REF. DETAIL 1/R5.00)  
1 AC UNIT PER 1 BEDROOM APT./  
2 AC UNITS PER 2+ BEDROOM APT.



**1 TYPE 6 SOUTH ELEVATION**  
SCALE: NOT TO SCALE

Job Number  
12158.23.01  
Drawn by  
ESG  
Checked by  
KAS  
Date  
06/30/23  
CD  
Revised

Sheet Name

**TYPE 6  
ELEVATIONS**

Sheet Number

**R3.05**

SHEET 3 OF XX

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

Revised

Sheet Name

**TYPE 7  
ELEVATIONS**

Sheet Number

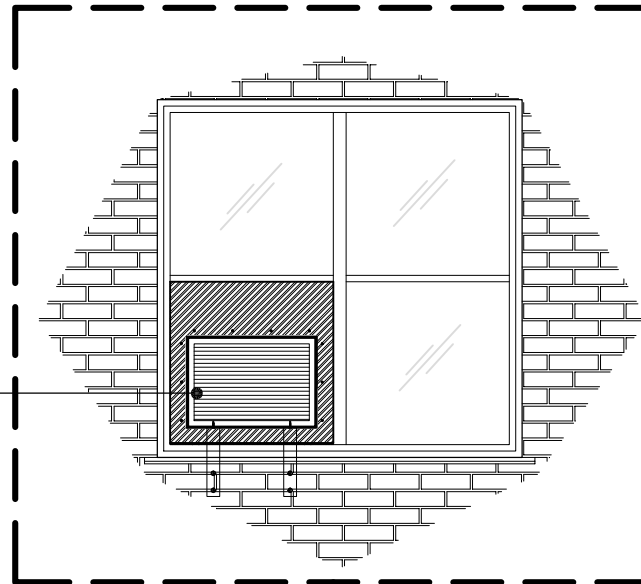
**R3.06**

SHEET 3 OF XX



**2 TYPE 7 NORTH ELEVATION**  
R3.06 SCALE: NOT TO SCALE

REMOVE EXISTING AC UNIT OR GLASS  
AND INSTALL NEW WINDOW A/C UNIT  
(REF. DETAIL 1/R5.00)  
1 AC UNIT PER 1 BEDROOM APT./  
2 AC UNITS PER 2+ BEDROOM APT.

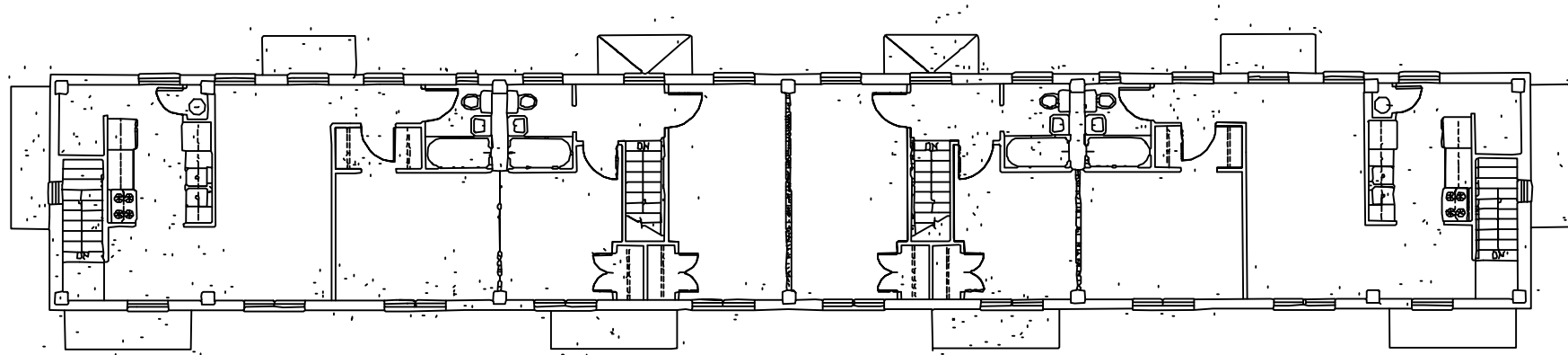


**1 TYPE 7 SOUTH ELEVATION**  
R3.06 SCALE: NOT TO SCALE

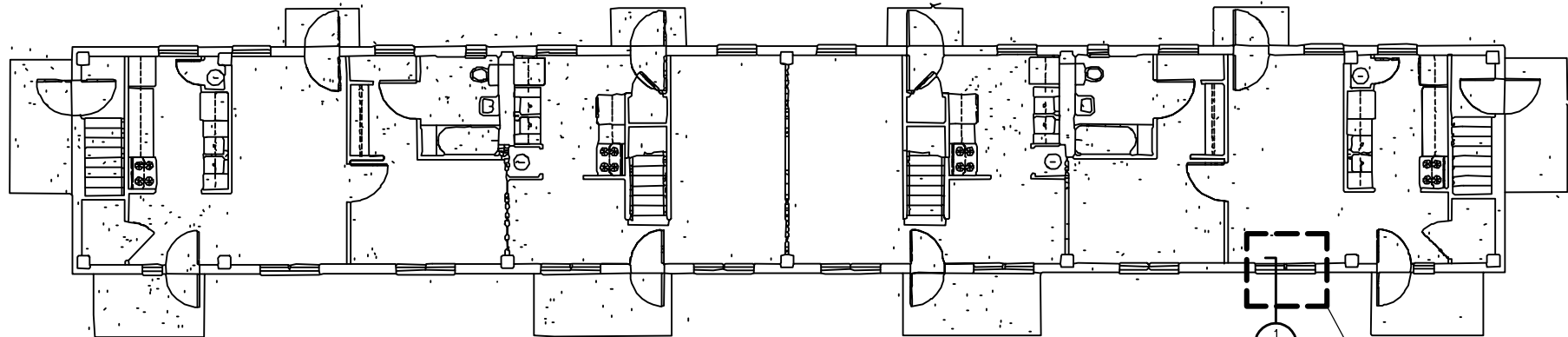
OWNERSHIP OF DOCUMENTS

THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF PRICE CONSULTING INCORPORATED AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF PRICE CONSULTING INCORPORATED.

©2023



**2 TYPE 1 FLOOR PLAN: 2ND FLOOR**  
R4.01 SCALE: NOT TO SCALE



**1 TYPE 1 FLOOR PLAN: 1ST FLOOR**  
R4.01 SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

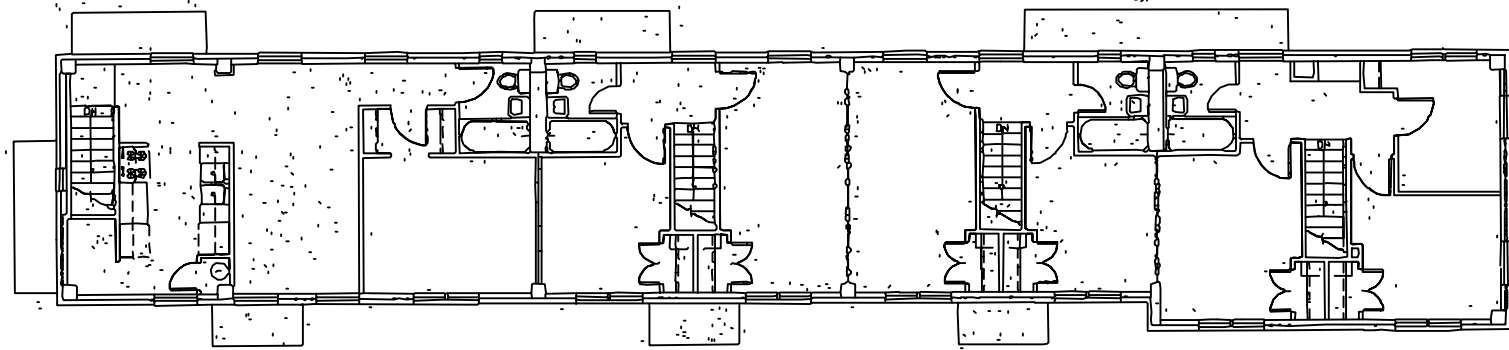
Revised

Sheet Name

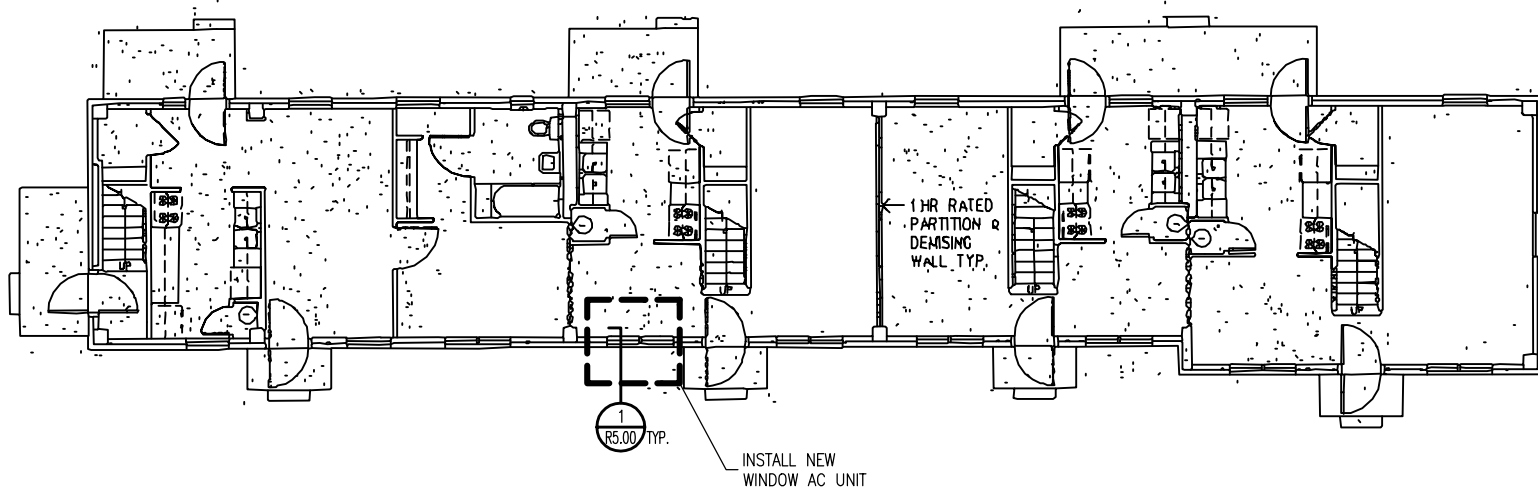
**TYPE 1  
FLOOR PLAN**

Sheet Number

**R4.01**



**2 TYPE 2 FLOOR PLAN: 2ND FLOOR**  
R4.02 SCALE: NOT TO SCALE



**1 TYPE 2 FLOOR PLAN: 1ST FLOOR**  
R4.02 SCALE: NOT TO SCALE

Job Number  
12158.23.01  
Drawn by  
ESG  
Checked by  
KAS  
Date  
06/30/23  
CD  
Revised

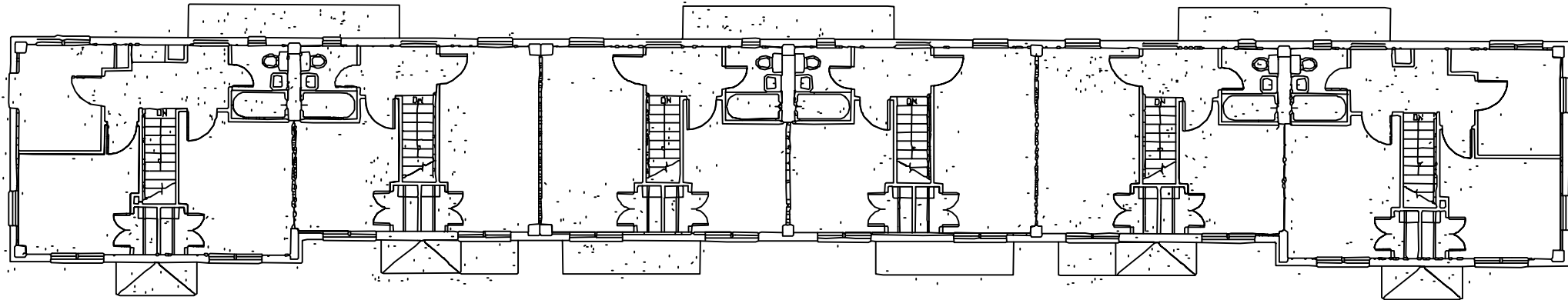
Sheet Name

**TYPE 2  
FLOOR PLAN**

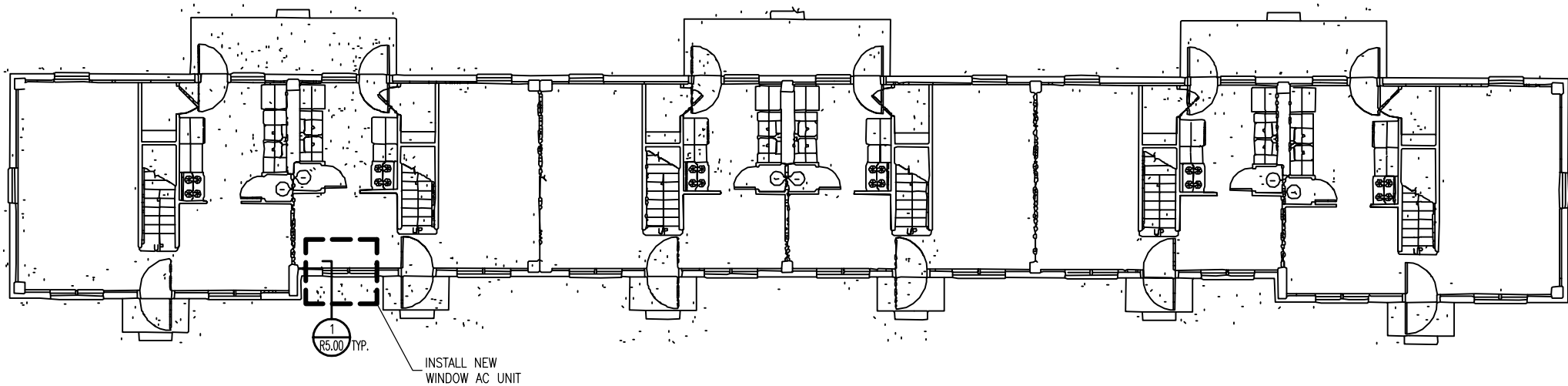
Sheet Number

**R4.02**

SHEET 11 OF XX



**2 TYPE 3 FLOOR PLAN: 2ND FLOOR**  
SCALE: NOT TO SCALE



**1 TYPE 3 FLOOR PLAN: 1ST FLOOR**  
SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

Revised

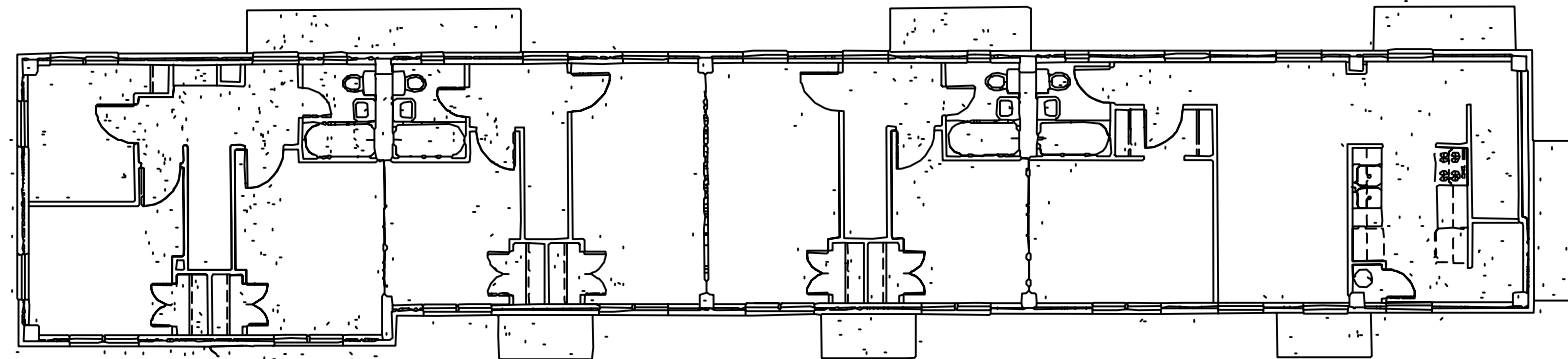
Sheet Name

**TYPE 3  
FLOOR PLAN**

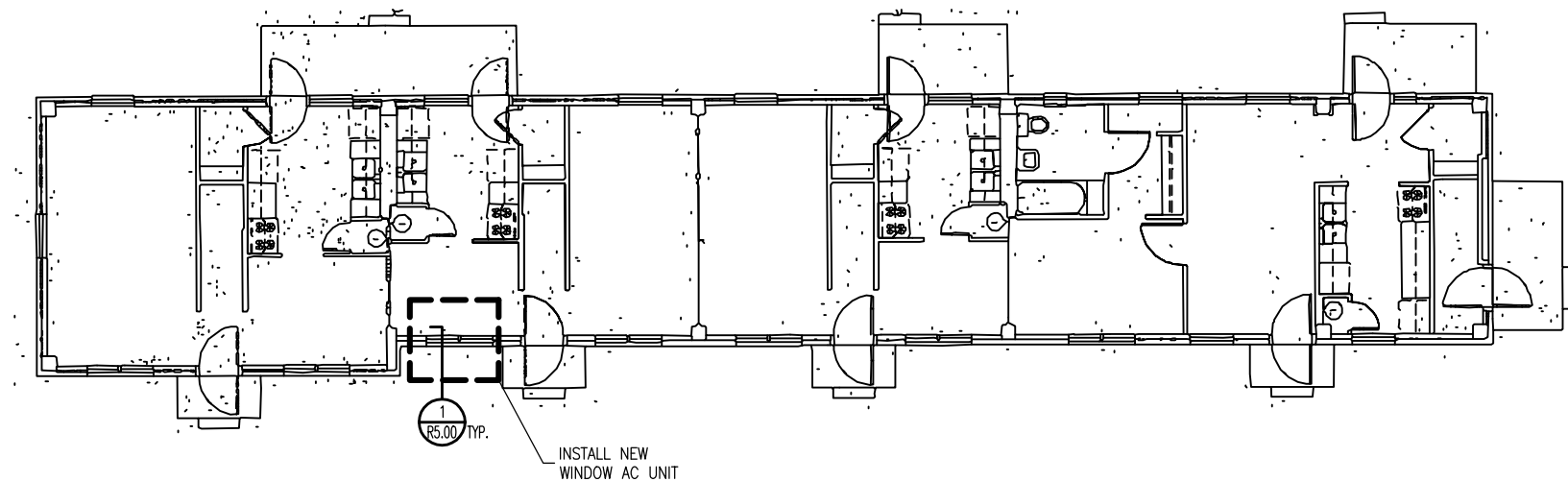
Sheet Number

**R4.03**

SHEET 12 OF XX



**2 TYPE 4 FLOOR PLAN: 2ND FLOOR**  
R4.04 SCALE: NOT TO SCALE



**1 TYPE 4 FLOOR PLAN: 1ST FLOOR**  
R4.04 SCALE: NOT TO SCALE

Job Number  
12158.23.01  
Drawn by  
ESG  
Checked by  
KAS  
Date  
06/30/23  
CD  
Revised

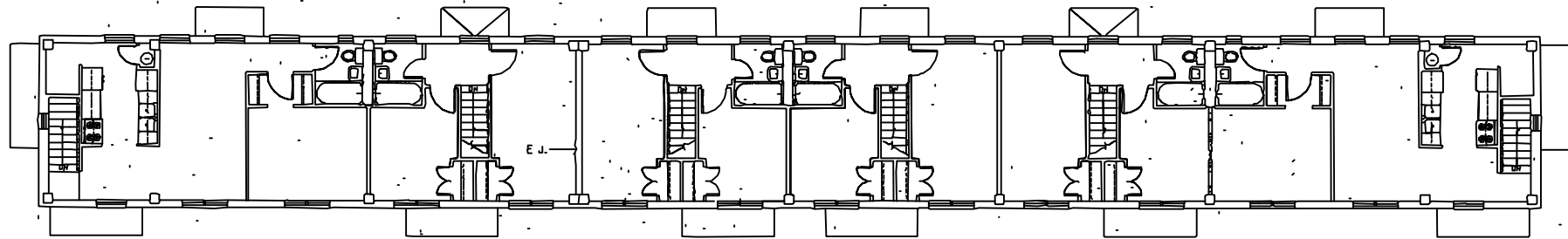
Sheet Name

**TYPE 4  
FLOOR PLAN**

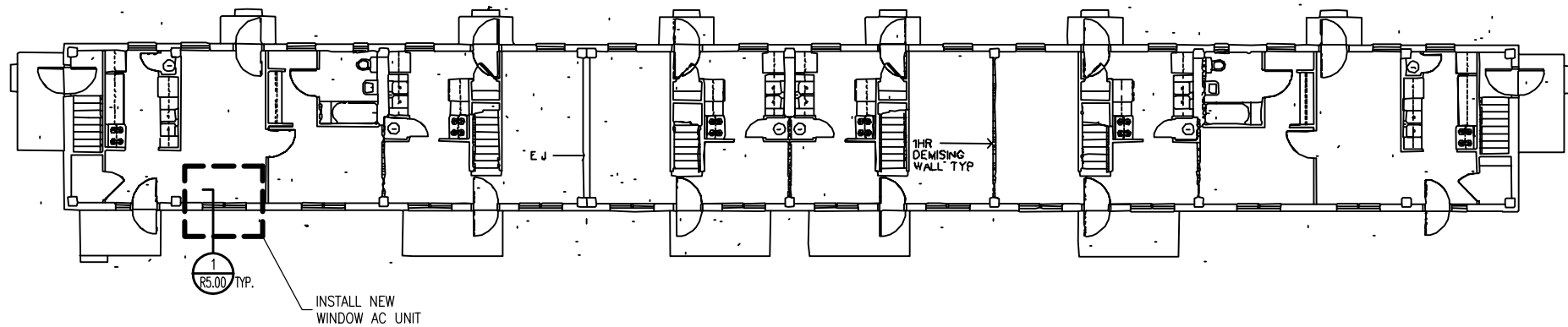
Sheet Number

**R4.04**

SHEET 13 OF XX



**2 TYPE 6 FLOOR PLAN: 2ND FLOOR**  
SCALE: NOT TO SCALE



**1 TYPE 6 FLOOR PLAN: 1ST FLOOR**  
SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

Revised

Sheet Name

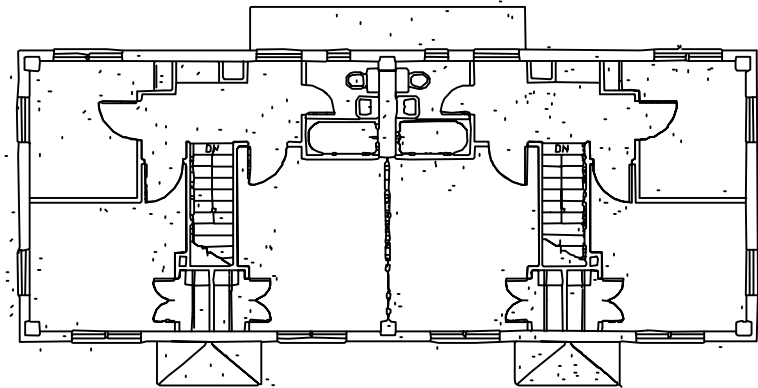
**TYPE 6  
FLOOR PLAN**

Sheet Number

**R4.05**

SHEET 14 OF XX



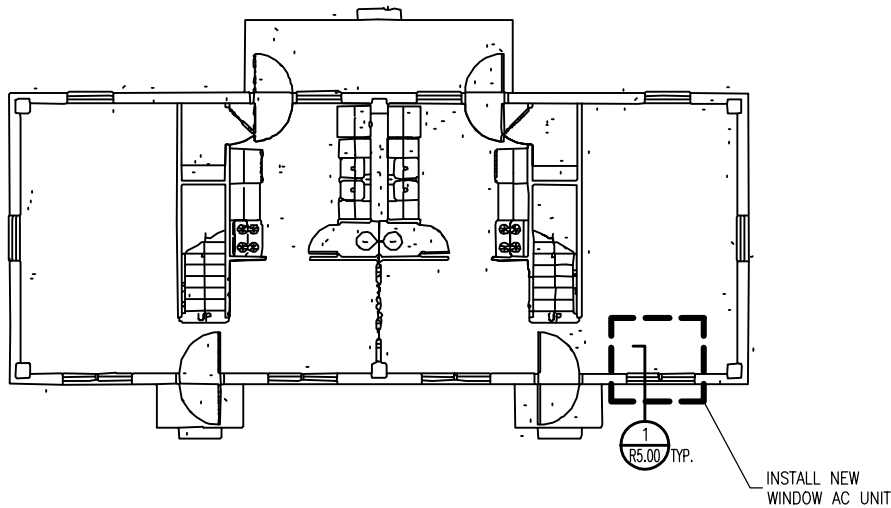


2

R4.06

TYPE 7 FLOOR PLAN: 2ND FLOOR

SCALE: NOT TO SCALE



1

R4.06

TYPE 7 FLOOR PLAN: 1ST FLOOR

SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

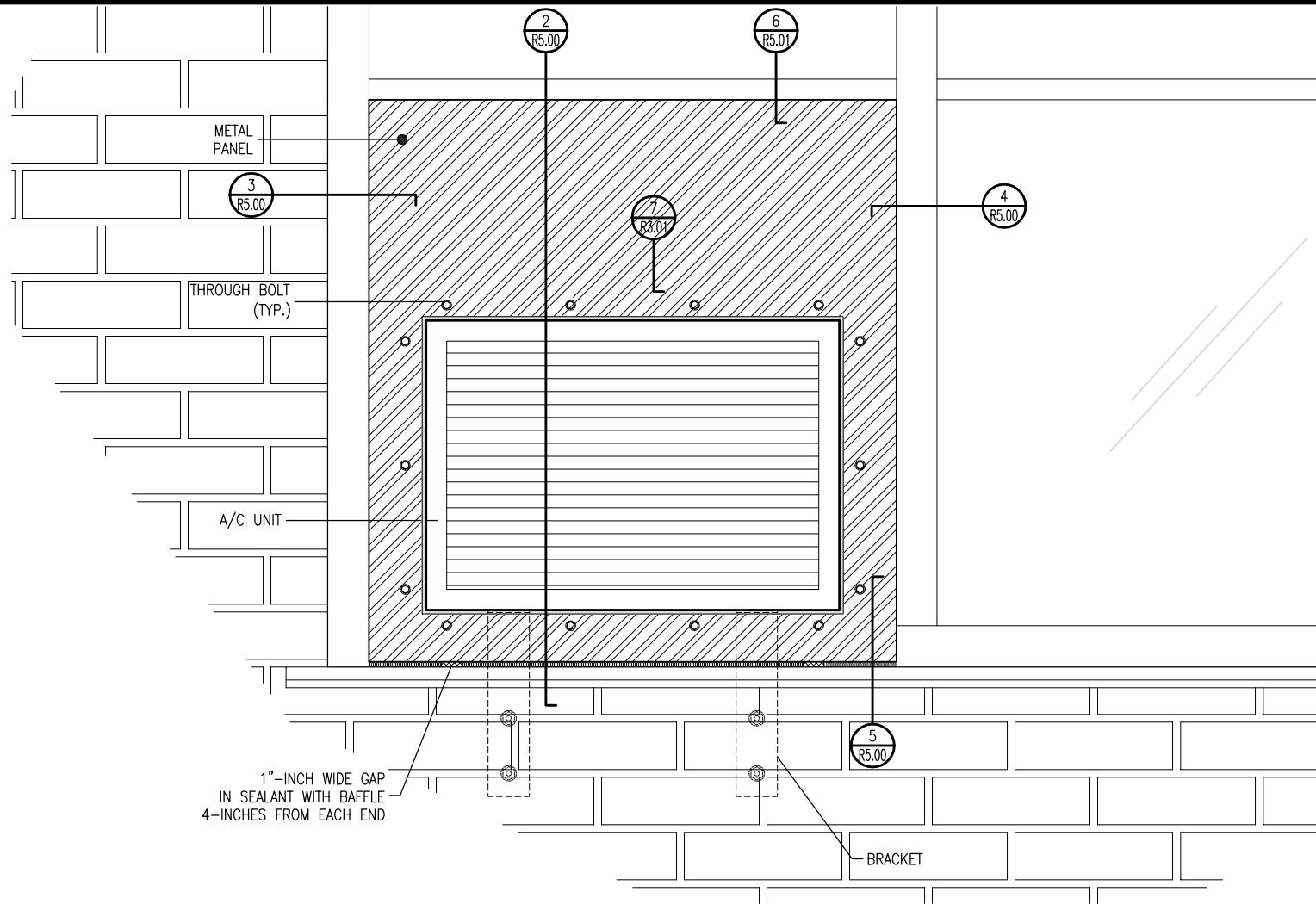
Revised

Sheet Name

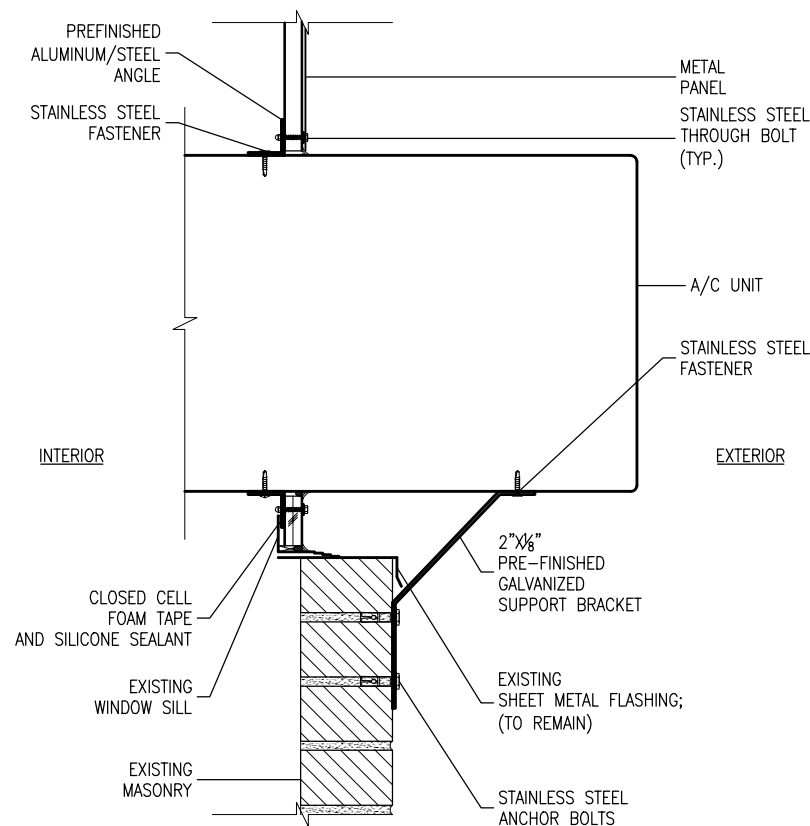
TYPE 7  
FLOOR PLAN

Sheet Number

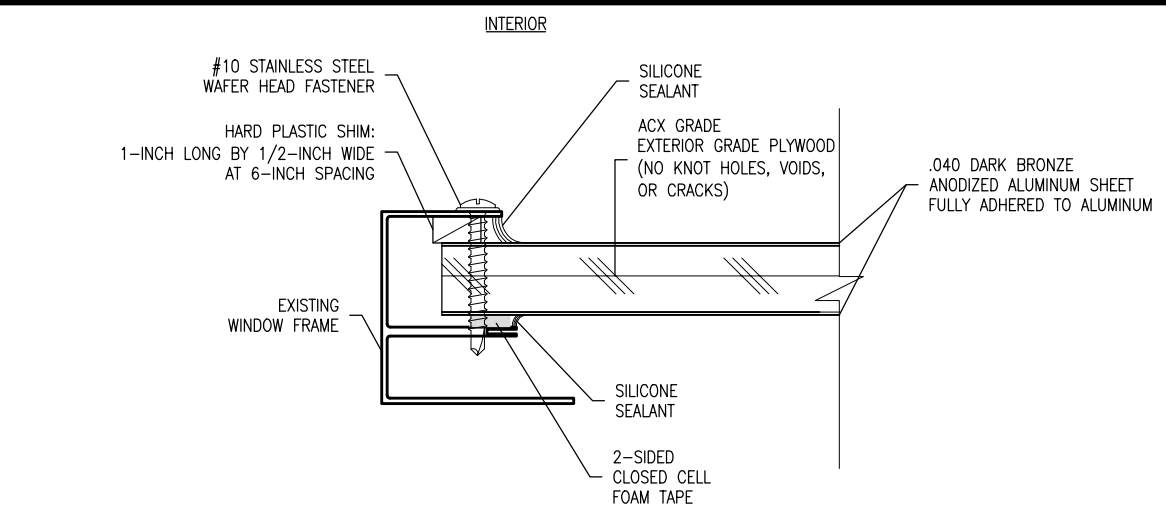
R4.06



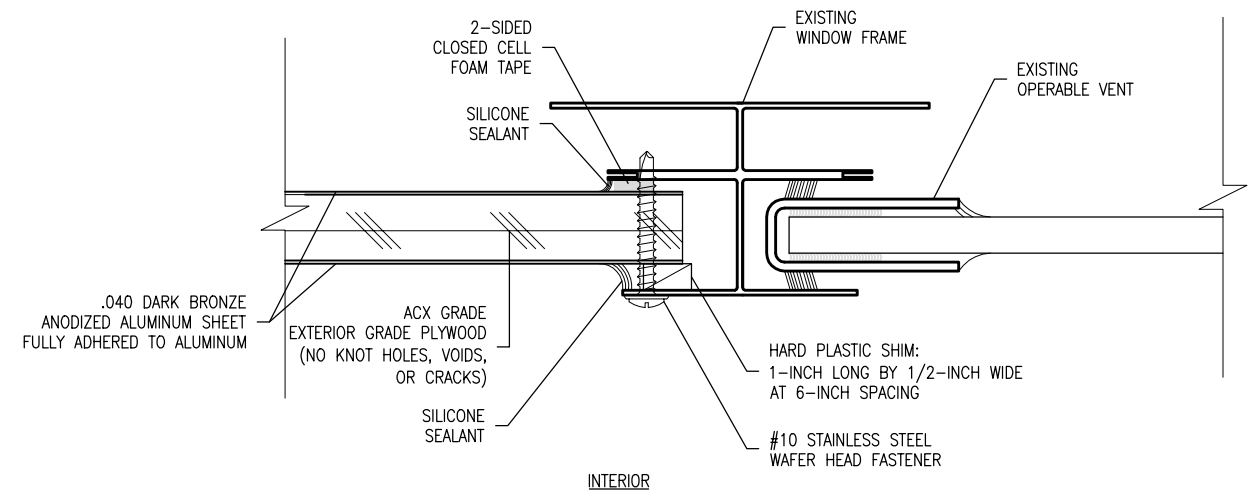
**1 TYPICAL WINDOW ELEVATION**  
SCALE: NOT TO SCALE



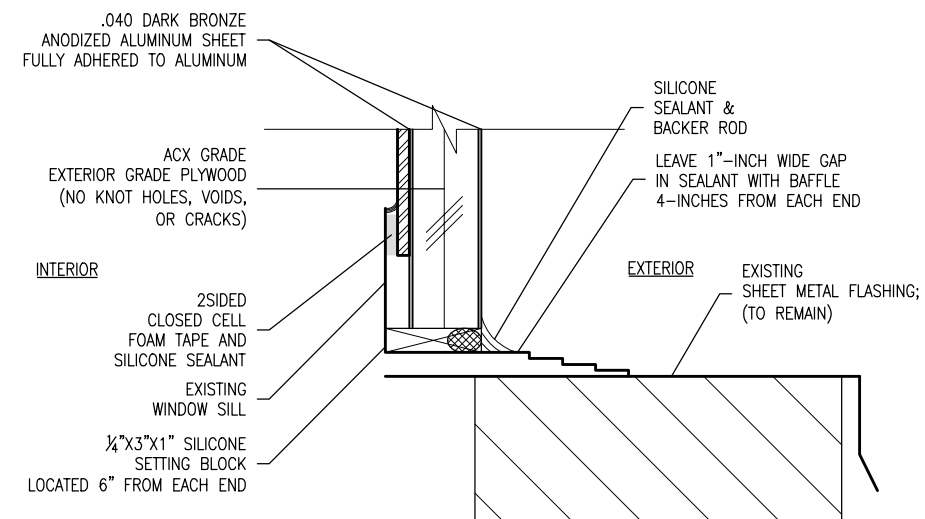
**2 TYPICAL WINDOW ELEVATION**  
SCALE: NOT TO SCALE



**3 PANEL AT JAMB**  
SCALE: NOT TO SCALE



**4 PANEL AT SILL**  
SCALE: NOT TO SCALE



**5 PANEL AT SILL**  
SCALE: NOT TO SCALE

Job Number

12158.23.01

Drawn by

ESG

Checked by

KAS

Date

06/30/23

CD

Revised

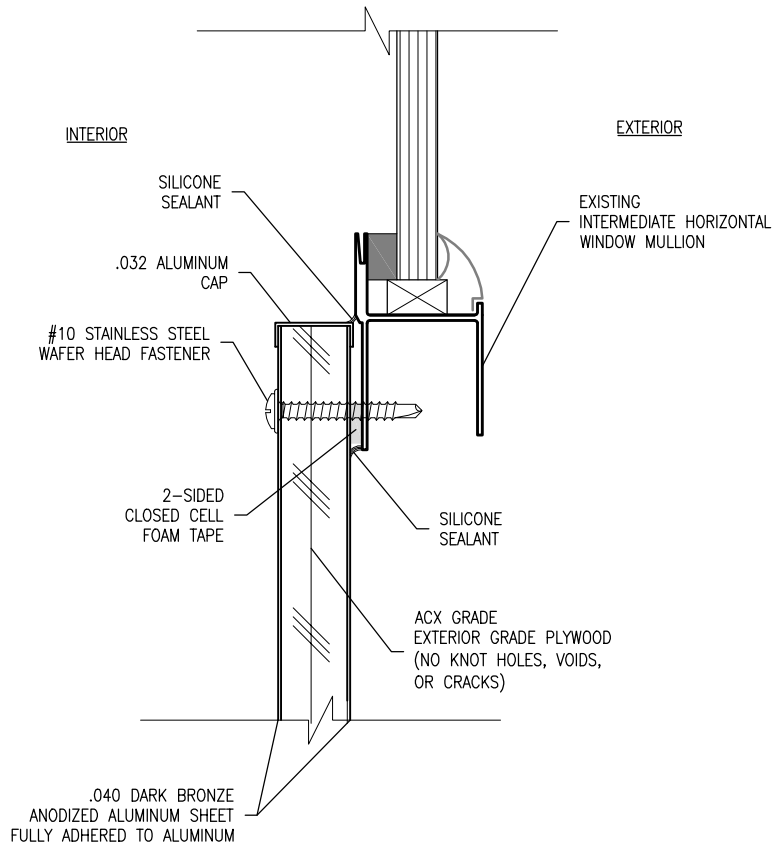
Sheet Name

**DETAILS**

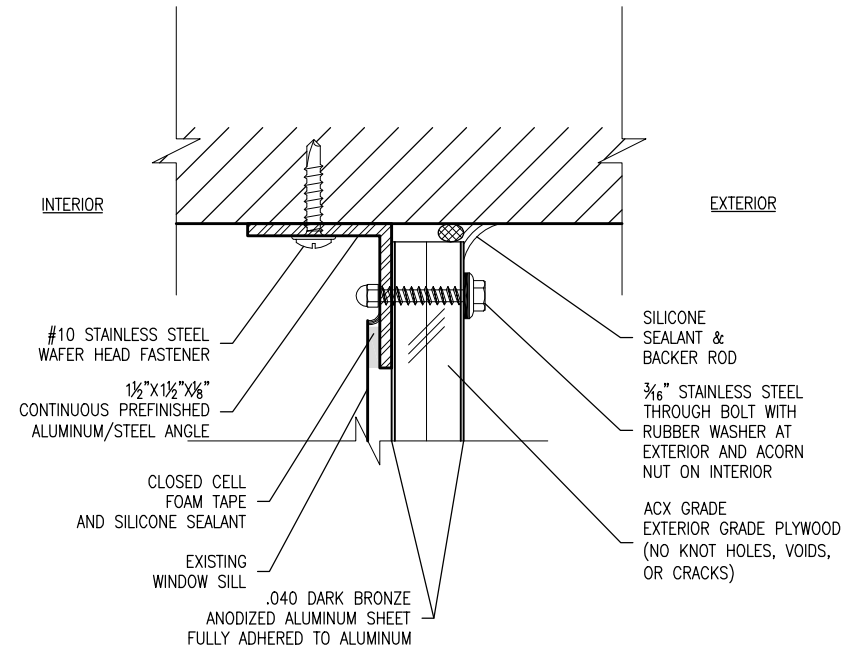
Sheet Number

**R5.00**

SHEET 3 OF XX



6 **PANEL AT INTERMEDIATE HORIZONTAL**  
R5.00 SCALE: NOT TO SCALE



7 **PANEL AT AC UNIT**  
R5.00 SCALE: NOT TO SCALE

## Exhibit D

### Price Sheet

The undersigned agrees to provide all the necessary labor, personnel, supervision, equipment, signage, warning tape, insurance, transportation, licenses, tools, supplies, barricades, and any other ancillary item(s), or resource(s) needed to perform all the work specified in Exhibit B Scope of Work (SOW) and Exhibit C Specifications at the following fixed price:

Item	Description	Total
1	Labor per A/C Unit Installed (Attachment J: Davis Bacon Wages)	\$ _____
2	Overhead per A/C Unit Installed	\$ _____
3	Profit per A/C Unit Installed	\$ _____
4	Total Amount per A/C Unit Install (Add Lines 1-3) <i>*Note: Depending on participation this amount will be used to determine cost if requested to complete more than 80 A/C installs</i>	\$ _____
5	Total Amount to Install 80 A/C Units (Line 4 x 80): <i>*Note: Total number of units assigned is subject to change based on agency needs.</i>	\$ _____

\_\_\_\_\_  
NAME OF CONTRACTOR / OFFEROR / FIRM / INDIVIDUAL / CORPORATION

\_\_\_\_\_  
COMPLETE ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

\_\_\_\_\_  
E-MAIL ADDRESS

\_\_\_\_\_  
PHONE NUMBER / FAX NUMBER

\_\_\_\_\_  
MANUAL OR E-SIGNATURE

\_\_\_\_\_  
TITLE

Exhibit E

**CONTRACT NO.** \_\_\_\_\_

**FOR**

\_\_\_\_\_  
**BETWEEN**

\_\_\_\_\_  
**AND**

**THE HOUSTON HOUSING AUTHORITY**

This contract (the "Contract")<sup>1</sup> is entered into by and between the HOUSTON HOUSING AUTHORITY (the "HHA"),<sup>2</sup> having its principal place of business at 2640 Fountain View, Houston, Texas 77057, and \_\_\_\_\_ (the "Contractor"), having its principal place of business at \_\_\_\_\_. Hereinafter, all references to the "Parties" shall mean the HHA and the Contractor.

**WITNESSETH:**

WHEREAS, the HHA is a public body corporate, duly organized and validly existing and in good standing under the laws of the State of Texas and currently engaged in business defined in the Local Government Code of the State of Texas, including the provision of decent, safe, and sanitary housing to the residents of its facilities, low-income families, the elderly, and the disabled;

WHEREAS, the HHA, or its affiliates or subsidiaries, owns certain multifamily housing developments, including that certain multifamily housing development commonly known as \_\_\_\_\_ ("Property");

WHEREAS the HHA requires a contract for the \_\_\_\_\_ at the Property.

WHEREAS the HHA, on or about \_\_\_\_\_, issued (s) **IFB/RFP No.** including all exhibits, addenda, or amendments thereto, soliciting responses from qualified firms to contract for \_\_\_\_\_ at \_\_\_\_\_.

WHEREAS the HHA reviewed the responses it received to **IFB/RFP No.** and determined that the response submitted by the Contractor was the most advantageous to the HHA; and

\_\_\_\_\_  
<sup>1</sup> The Contract may also be referred to interchangeably as the "Agreement."

<sup>2</sup> In addition to being referred to as the "HHA," the Houston Housing Authority may alternatively be referred to as the "Authority," the "Agency," the "PHA," the "Housing Authority," the "Local Authority," the "LHA," or the "HA."

NOW THEREFORE, in consideration of the promises of the Parties herein, and pursuant to the mutual covenants and terms and conditions set forth in this Contract, the HHA and the Contractor agree to be legally bound as follows:

## **1. The Contract Documents.**

- 1.1 In addition to the foregoing document, this Contract shall include: (a) Form \_\_\_\_\_, as promulgated by the Department of Housing and Urban Development (“HUD”), and commonly known as “\_\_\_\_\_” (“Form\_\_\_\_\_”); (b) Bid #\_\_\_\_\_, including all exhibits, addenda, or amendments thereto (“Bid #\_\_\_\_\_,”); (c) Contractor’s Response to Bid #\_\_\_\_\_, including all exhibits, addenda, or amendments thereto. Form \_\_\_\_\_ is attached hereto and incorporated by reference as if set forth fully herein. The parties agree to be bound by the terms of Form \_\_\_\_\_ and the contract documents as outlined herein.
- 1.2 Form \_\_\_\_\_, Bid #\_\_\_\_\_, Contractor’s Response to Bid #\_\_\_\_\_ are attached hereto as, respectively, Exhibit 1, Exhibit 2 and Exhibit 3 and are incorporated by reference as if set forth fully herein.
- 1.3 In the event of a conflict between or among the contract documents, the following order of priority shall apply: (a) Form \_\_\_\_\_; (b) the foregoing document; (c) Bid #\_\_\_\_\_, and (d) Contractor’s Response to Bid #\_\_\_\_\_. The Section 3 Form and the M/WBE Form shall receive the lowest priority in the event of a conflict between or among the contract documents.
- 1.4 A Contract document’s silence on a provision, issue, or term and condition found in another Contract document shall not be considered a conflict between or among the Contract documents.

## **2. Contractor’s Services.**

- 2.1 The work/services<sup>3</sup> to be performed by the Contractor pursuant to this Contract shall include, but not necessarily be limited \_\_\_\_\_ as outlined in Exhibit “\_\_\_” (Scope of Work) included in Bid #\_\_\_\_\_, and incorporated by reference heretofore.
- 2.2 The contractor shall be required to provide all the necessary personnel, supervision, transportation, equipment, insurance, tools, supplies, materials, and any other item(s) or resource(s) needed to perform \_\_\_\_\_ at the \_\_\_\_\_, including but not limited to:
- \_\_\_\_\_.
  - \_\_\_\_\_.
  - \_\_\_\_\_.
  - \_\_\_\_\_.

---

<sup>3</sup> Hereinafter referred to interchangeably as “Work” or “Services”.

- 2.3 Absent the HHA's written consent or written instruction, the Work under this Contract shall be performed by Contractor.
- 2.4 The HHA may designate a Project Manager during the period of performance.
- 2.5 Contractor agrees to conduct all activities and perform all Work under this Agreement in accordance with all applicable federal, state and local laws, rules, regulations, policies, procedures and issuances in effect or promulgated during the term of this Agreement.

### **3. Consideration and Payment.**

- 3.1 In consideration of the work to be performed by the Contractor in accordance with the requirements and Scope of Work previously referenced herein as Exhibit \_\_\_\_ and pursuant to the Contract, the HHA shall pay the Contractor an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), during the Contract term.
- 3.2 Contractor shall receive payment after invoices have been submitted and work has been approved by HHA's Project Manager. Payment terms are net 30 days. Should Contractor receive payment by wire or electronic means, Contractor must provide HHA written confirmation and instructions signed by Contractor's duly authorized official before any type of electronic or wire payment will be made by HHA. Any changes to wire or electronic payment information must be submitted to HHA in writing and signed by Contractor's duly authorized official.
- 3.3 The Contractor will ensure that its work and services are provided in a cost-efficient manner.
- 3.4 All applicable federal (including Davis-Bacon wage rates), state, county and municipal taxes are included in the consideration herein. The Contractor warrants that it will comply with all federal and state laws including, but not limited to, the Prompt Pay Act in the payment of the Contractor's workers. Certified payrolls are required to be submitted by the Contractor on a weekly basis using the web-based submittal tool ("Prism Compliance Management") provided by the HHA.
- 3.5 By the twentieth day of a given month, the Contractor, with respect to the work and services provided under this Contract in the preceding month, shall provide the HHA with an invoice that includes: (a) an itemized list of the work and services performed, (b) who performed the work and services, (c) the Properties and amount at which the work and services was billed; (d) the amount of time spent on the work and services, measured in one-tenth of an hour increments, (3) costs incurred for reimbursable expenses, if any such expenses are reimbursable under this Contract. Invoices comporting with this section that are approved by the HHA shall be due and payable by the HHA no later than thirty days after receipt. Invoices may be sent by the

Contractor to the HHA via the United States Postal Service or via email. If sent via email, an invoice shall be considered to be received by the HHA on the day the email was sent by the Contractor.

- 3.6 All applicable federal (including Davis-Bacon wage rates), state, county, and municipal taxes are included in the consideration herein. The Contractor warrants that it will comply with all federal and state laws including, but not limited to, the Prompt Pay Act in the payment of the Contractor's workers. Certified payrolls are required to be submitted by the Contractor on a weekly basis using the web-based submittal tool ("Prism Compliance Management") provided by the HHA.
- 3.7 If the HHA does not approve of an invoice, or a part thereof, the HHA will, within seven business days after receipt of the invoice, provide the Contractor with written notice of adjustments that the HHA believes are warranted. If, within seven business days of receiving such notice from the HHA the Contractor does not present the HHA with additional detail or documentation to adequately support the disputed invoice (or portion thereof), then any adjustments made by the HHA to the invoice in question shall become binding upon the Contractor and the Contractor will waive any and all of its rights to dispute the adjusted invoice. If the Contractor responds timely within the seven business day timeframe allotted herein, and provides sufficient detail to adequately support the disputed invoice, (or disputed portion thereof), then the HHA shall consider the Contractor's timely response and will not unreasonably withhold payment of the disputed amount, provided that the additional detail or documentation submitted by the Contractor sufficiently and adequately supports the disputed invoice (or disputed portion thereof).
- 3.8 The HHA shall pay only the Contractor under this Contract. The HHA shall have no liability, directly or indirectly, for payment to the Contractor's employees, workers, agents, contractors, or subcontractors, if any. The Contractor agrees to indemnify, hold harmless, and defend the HHA and its employees, agents, affiliates, subsidiaries, representatives, and board members from any and all such claims.
- 3.9 **The Contractor is solely responsible for the payment of wages and any applicable benefits to workers for work performed under this contract. The Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance, in an amount and under such terms as required by the applicable laws of the State of Texas. THE HHA'S PAYMENT IS TO THE CONTRACTOR. HHA SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO THE CONTRACTOR'S WORKERS OR TO SUBCONTRACTORS. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE HHA, ITS EMPLOYEES, REPRESENTATIVES, AND AFFILIATES HARMLESS FROM ANY AND ALL SUCH CLAIMS.**



- 3.10      **The HHA is not responsible to the Contractor or the Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended. The HHA will not be responsible for overtime wages.**

#### **4.      Term/Period of Performance, Effective Date, and Termination.**

- 4.1      This Contract shall have an initial term of \_\_\_\_\_ (\_\_\_\_) years from the effective date. At its sole discretion, the HHA may elect to extend the period of performance for up to an additional \_\_\_\_\_ (\_\_\_\_) years, in \_\_\_\_\_ (\_\_\_\_) year increments.
- 4.2      All work performed by the Contractor under the Contract shall be performed between the hours of \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m., Monday through Friday. HHA reserves the right to change hours as necessary.
- 4.3      This Contract shall be signed by the HHA and the Contractor. The Contractor shall sign the Contract first, and after signing, shall deliver the original signed contract, along with any and all required payment bonds, performance bonds, and required proof of insurance, to the HHA for signature by the HHA. This Contract shall not become effective until it is executed by the HHA. The Contract's effective date shall be the date of execution by the HHA.
- 4.4      Execution of the Contract by the Contractor is a representation that the Contractor has visited the work site, become generally familiar with local conditions under which the Contractor is to perform its work, and correlated personal observations with the requirements set forth in the Contract.
- 4.5      Passage of the Agreement expiration date shall not extinguish or prejudice HHA's right to enforce this Agreement with respect to default or defect in performance that has not been cured.
- 4.6      Irrespective of any default hereunder, HHA may at any time cancel the contract in whole or in part upon thirty (30) days written notice to Contractor. Should this occur, the Contractor shall be entitled to equitable compensation for all work completed and accepted by HHA's Project Manager prior to such termination or cancellation.

#### **5.      Confidentiality.**

- 5.1      The Contractor acknowledges and agrees that all information which the Contractor shall receive from the HHA or its agents or affiliates in connection with this Contract

shall be confidential and the Contractor shall not disclose such information to any party without the HHA's prior written consent or unless required to do so by law.

## **6. Contractor's Representations and Warranties.**

- 6.1 The Contractor represents and warrants that it has all applicable licenses and registrations to engage in and perform the services contemplated by this Contract. Unless otherwise stated herein, all local, State, or Federal permits or registrations which may be required to provide the services to be provided by the Contractor shall be the sole responsibility of the Contractor and any costs submitted by the Contractor in its Response shall reflect all costs required by the Contractor to procure and provide such necessary permits and registrations.
- 6.2 The Contractor represents and warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree or have the potential of conflicting with the performance of its services under the Contract or the impartial rendering of assistance or advice to the HHA. The Contractor further represents, covenants, and warrants that in the performance of the Contract no person having any such interest shall be employed. In the event the Contractor becomes aware of such an interest after the execution of this Contract, the Contractor shall immediately disclose the interest to the HHA in writing. The Contractor agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake, nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in Texas or the United States; or (ii) would have the effect of causing the HHA to be in violation of any laws, decrees, rules, or regulations in effect in Texas or the United States.
- 6.3 Contractor agrees that in connection with this Agreement or any extension thereof, it will update the Conflict of Interest Questionnaire and any other relevant forms required by law, HUD or HHA, as needed. Contractor further agrees to notify the HHA immediately of any conflict of interest relating to the subject matter of this Agreement.
- 6.4 The Contractor represents and warrants that in performing its services under this Contract, it will comply with all applicable State of Texas laws and regulations pertaining to the provision of its services under this Contract and that the Contractor will perform its services in a good and workmanlike manner, with the same degree of skill, diligence, competency and knowledge which is ordinarily exhibited, possessed by and consistent with the professional standards that apply to the provision of such services in metropolitan areas of similar size to Houston, Texas and other professionals in good standing in the same or similar field as Contractor.

## **7. Performance Bond and Payment Bond**

- 7.1 The HHA requires the Contractor to furnish bonds covering the faithful

performance of the Contract and payment of obligations arising thereunder. The required bonds shall be furnished by the Contractor on the date of the Contractor's execution of the Contract. In no case shall the Contractor begin work until the required bonds are furnished to the HHA.

## **8. Insurance.**

8.1 The Contractor shall maintain the following insurance for the duration of this Contract, unless otherwise noted:

- a. Workers' compensation insurance in accordance with State of Texas rules and regulations for all employees providing work and goods hereunder. The policy must be endorsed to contain a waiver of subrogation and a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.
- b. Commercial general liability insurance with a single limit for bodily injury of \$\_\_\_\_\_ per occurrence and property damage limit of no less than \$\_\_\_\_\_ per occurrence. The insurance may have a combined aggregate of coverage amounting to no less than \$\_\_\_\_\_. Such insurance shall cover the operations of the Contractor under this Contract and shall protect the Contractor and its officers, agents, and employees against claims of bodily injury or death, including specifically such claims resulting from any form of sexual misconduct, physical injury and/or and property damage to others as the result of the acts, errors and/or omissions of Contractor and its officers, agents, employees, and third-party vendors. Such insurance shall also include coverage for completed operations and contractual liability. If the Contractor has a "claims made policy," then the following additional requirements apply: (i) the policy must provide a "retroactive date" which must be on or before the date the Contractor executes this Contract; and (ii) the extended reporting period may not be less than five years following the completion date of this Contract. Regardless of whether the Contractor's policy is claims made or per occurrence, HHA must be named as an additional insured and the policy must be endorsed to be primary/noncontributory and to contain a waiver of subrogation in favor the HHA. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.<sup>4</sup>
- c. Automobile liability insurance covering owned, non-owned, hired and all vehicles used by the Contractor or its officers, employees, or agents with a combined single limit of not less than \$\_\_\_\_\_ applicable to bodily injury, sickness or death and loss of, or damage to, property in any one occurrence. The HHA must be named as an additional insured under this policy and this policy must be endorsed to be primary and to contain a waiver of subrogation in favor the HHA. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.

---

<sup>4</sup> It is understood that HHA is the policyholder of a Commercial General Liability Policy which covers the subject service locations, as well as its officers, employees, invitees and its third-party vendors.

- d. Umbrella/Excess Liability Insurance in the amount of \$\_\_\_\_\_ providing excess limits over Workers' Compensation, Automobile Insurance, Professional Liability and General Liability Insurance. The HHA must be named as an additional insured and this policy must be endorsed to be primary/noncontributory and contain a waiver of subrogation endorsement in favor of the HHA. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.
- e. Errors and omissions professional liability insurance in an amount no less than \$\_\_\_\_\_ and for a continuous period of at least three years following the completion of the Contractor's services under this Agreement. The policy shall provide for coverage for all work performed by the Contractor. The Contractor shall ensure that any subcontractors hired by the Contractor that perform work on the Contractor's behalf will maintain their own Errors and Omissions Professional Liability Insurance coverage in the amount of no less than \$\_\_\_\_\_ and the Contractor shall obtain evidence of such insurance in a manner satisfactory to the HHA and provide such evidence to the HHA upon the HHA's request. The policy must also be endorsed with a thirty (30) day notice of cancellation or non-renewal in favor of the HHA.

- 8.2 Before commencing its performance of any work or services under this Contract, the Contractor, at the request of the HHA, shall provide the HHA with copies of the applicable certificates of insurance, policies, declarations, and endorsements for the required coverages listed above so that the HHA may confirm: (a) that said coverages are valid and in effect; (b) that it is named as an additional insured under the Contractor's comprehensive general liability insurance policy ("CGL"), umbrella/excess liability insurance, errors and omissions/professional liability insurance and its automobile liability insurance policy; (c) that none of the required policies may be cancelled or non-renewed until at least thirty days prior written notice has been provided to the HHA; (d) that the Contractor's CGL policy, umbrella/excess liability and automobile policy are primary; and that (e) the Contractor's CGL policy, workers' compensation, umbrella/excess liability insurance and automobile policy contain waivers of subrogation in favor of the HHA. All certificates of insurance must reference this job/project and contract number.
- 8.3 All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of Texas. The Contractor shall not permit the insurance policies required for this Contract to lapse during any period for which this Agreement is in effect.
- 8.4 The insurance requirements in this section are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the Contractor under this Contract, including, but not limited to, liability assumed by the Contractor pursuant to section 8 of this Contract.

- 8.5 The Contractor shall be solely responsible for any premiums, deductibles, or self-insured retentions that may apply to the insurance coverages required in this Contract.
- 8.6 The Contractor shall require each of its subcontractors, if any, to provide the coverages noted in this section, unless such coverages are waived or reduced in writing by the HHA.
- 8.7 Builder's Risk Insurance. The Construction Manager shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made. This insurance shall include interests of the Owner, the Construction Manager, Subcontractors and Sub- subcontractors in the Project.

## **9. INDEMNITY AND HOLD HARMLESS.**

- 9.1 **THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE HHA AND ITS OFFICERS, AGENTS, SUBSIDIARIES, AFFILIATED ENTITIES, COMMISSIONERS AND EMPLOYEES (THE "INDEMNIFIED PERSONS") HARMLESS FROM ALL LIABILITY, LOSS OR DAMAGE, INCLUDING REASONABLE ATTORNEY FEES AND EXPENSES, RESULTING FROM, BROUGHT FOR, OR ON ACCOUNT OF ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER ASSERTED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE INDEMNIFIED PERSONS' OR CONTRACTOR'S EMPLOYEES), FOR PERSONAL INJURY, DEATH, OR FOR LOSS OF OR DAMAGE TO ANY AND ALL PROPERTY IN ANY WAY ARISING OUT OF, IN CONNECTION WITH, OR TO THE EXTENT CAUSED BY THE CONTRACTOR OR ANY SUBCONTRACTOR'S PERFORMANCE HEREUNDER. SUCH INDEMNITY SHALL BE WITHOUT REGARD TO THE NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, CONCURRENT OR GROSS), STRICT LIABILITY OR OTHER FAULT OF ANY INDEMNIFIED PERSON. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT AND SURVIVES THE TERMINATION OF THIS AGREEMENT.**
- 9.2 **THE CONTRACTOR SHALL BE RESPONSIBLE FOR, AND SHALL RELEASE AND HOLD HARMLESS THE HHA FROM ANY LIABILITY FOR, ALL DAMAGE AND LOSS SUSTAINED BY IT TO ITS TOOLS AND**

**EQUIPMENT UTILIZED IN THE PERFORMANCE OF SERVICES, OR THE PERFORMANCE OF ANY SUBCONTRACTORS' SERVICES, HEREUNDER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SATISFYING ALL DEDUCTIBLES UNDER ITS POLICIES WITHOUT REIMBURSEMENT FROM THE HHA AND THE DEDUCTIBLE PORTION OF ANY LOSS SHALL NOT BE EXCLUDED FROM THE CONTRACTOR'S INDEMNITY OBLIGATION.**

**9.3 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY LEGAL LIMITATIONS AFFECTING THE SCOPE OF PERMISSIBLE INDEMNITY SHALL BE READ INTO THESE CLAUSES SUCH THAT THE CLAUSE PROVIDES THE MAXIMUM INDEMNITY PURSUANT TO ITS TERMS WHILE STILL COMPLYING WITH THE LEGAL LIMITATIONS.**

## **10. Notices.**

**10.1** All notices and communications regarding the Contract must be in writing and shall be directed to the following representatives:

HHA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
\_\_\_\_\_

## **11. Compliance with Federal Laws and Regulations**

**11.1** To the extent applicable, the Contractor shall comply with any and all federal laws and regulations, including but not limited to, the following:

- The requirements of Title VII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex, or national origin;
- The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, the prohibition against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act;
- All federal and state laws, rules and regulations related to energy efficiency and resource conservation;

- The requirements of Executive Order 11246 relating to equal employment opportunity in connection with federally funded programs;
- The requirements of Section 3 of the Housing and Urban Development Act of 1968 relating to training and employment of individuals and contracting for business opportunities in metropolitan areas in which federally funded programs are being operated; and
- The requirements of Executive Orders 11625, 12432 and 12138 to implement Minority Business Enterprise (“MBE”) and Women’s Business Enterprise (“WBE”) participation goals in federal agencies’ programs.

## **12. Compliance with M/WBE and Section 3 Policy.**

- 12.1 When subcontracting, the Contractor agrees to utilize its good faith and best efforts to subcontract a sufficient dollar amount with M/WBE’s certified as such or recognized by the HHA as certified M/WBE in an effort to meet the HHA’s goal of a minimum of 30% of the final contract dollars being expended on one or more M/WBEs. All adjustments that cause the contract price to increase will also increase the total amount that the Contractor must expend on M/WBEs.
- 12.2 The Contractor hereby specifically agrees to adhere to the M/WBE Participation Plan as submitted by the Contractor and attached hereto as Exhibit 3.
- 12.3 The Contractor further agrees to adhere to the Section 3 Business Certification as submitted by the Contractor within its Response, attached hereto as Exhibit 4.

## **13. Records.**

- 13.1 Without limitation to any other provision of the Contract, the Contractor shall maintain all records pertaining to the Contract, which the HHA reasonably requires for three (3) years from the expiration date of the Contract unless a longer period is required under Title 24, CFR §85.42. The Contractor shall maintain records required by 24 CFR §135.120 for the period that HUD requires the records to be maintained. The Contractor will give the HHA, HUD, the Comptroller General of the United States, the General Accounting Office, and any of their authorized representative’s access to, and the right to examine, audit, copy, or reproduce all records pertaining to the project financed under the Contract and the operation of the program or project. The right to access shall continue as long as the records are required to be maintained.

## **14. Independent Contractor.**

- 14.1 The Contractor is an independent contractor of the HHA and not an employee of the HHA. Nothing contained in the Contract will be deemed or construed to create a partnership between the Contractor and the HHA. The Contractor will have no

authority to create any obligation or make representations or warranty binding on the HHA. All personnel supplied or used by the Contractor in connection with this Contract will be deemed employees, agents, or subcontractors of the Contractor and will not be considered employees, agents, or subcontractors of the HHA for any purpose whatsoever. The Contractor is solely responsible for payment of wages and overtime to the Contractor's employees. By entering into this Contract the Contractor and the HHA are not entering into a joint employment relationship or an employment relationship of any kind.

- 14.2 The Contractor agrees to comply with all applicable federal and state laws pertaining to the proper classification of workers. Additionally, the Contractor is aware that in accordance with Section 214.008 of the Texas Labor Code, contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized \$200.00 for each individual that has been misclassified.

#### **15. Subcontracts.**

- 15.1 The Contractor shall not subcontract any portion of its services under this Contract without first obtaining the written consent of the HHA.

#### **16. Non-Appropriation.**

- 16.1 The Contractor understands that the HHA is a governmental entity and this Agreement is contingent upon the receipt, availability and allocation of funding allocated to the HHA for the payment of such services or obligations. Should it not be funded for any period during the term of the Agreement, any sums due for the remainder of the term shall be forgiven and the HHA shall not be liable for payment. HHA may terminate this Agreement in writing at any time, or suspend services, if sufficient funds are not available to continue operations under this Agreement. Upon such written notice from the HHA, the Contract will automatically terminate.

#### **17. Proprietary Information.**

- 17.1 The Contractor shall maintain the confidentiality of all proprietary information provided to it by the HHA. Information in the public domain, or otherwise obtained independently by the Contractor, is not considered confidential.
- 17.2 Any programs, data, or other materials furnished by the HHA for use by the Contractor concerning the services performed under the Contract shall remain the sole property of the HHA.

#### **18. Ownership of Work Product.**

- 18.1 All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system



architecture and any other documents, materials, data and products (“Work Product”) prepared or assembled by the Contractor or its subcontractors pursuant to this Contract shall be the exclusive property of the HHA and copies of all Work Products shall be delivered to the HHA upon the completion or termination of the Contract. The Contractor hereby assigns to the HHA ownership of all right, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. Further, Contractor hereby grants to the HHA a perpetual, royalty-free, paid-in-full, nonexclusive and irrevocable license to copy, reproduce, perform, dispose of, or use, in whole or in part, the Work Product and to authorize others to do so. The Contractor also agrees to execute all papers necessary for the HHA to perfect its ownership of the rights in the Work Product.

## **19 Criminal Background Checks Required.**

- 19.1 After execution of this Agreement and as soon as reasonably possible, the Contractor shall conduct criminal background checks on all employees and subcontractors before such employees or subcontractors are assigned to perform any work under this Agreement. The Contractor agrees that no employee or subcontractor currently suspended or debarred under 2 CFR § 180, et seq., or who has been convicted of a felony, shall be authorized to perform any work under the terms of this Agreement, without prior written approval from the HHA.

## **20. Special Requirements.**

- 20.1 The Contractor agrees that if the United States Department of Housing and Urban Development (“HUD”) requires a cost certification after substantial completion of the work performed under the Contract, then the Contractor will cooperate with the HHA and HUD and assist in providing such cost certification, provided that any payment to the Contractor hereunder shall not be conditioned upon any such cost certification, but shall be paid in accordance with the terms of the Contract.

## **21. Time.**

- 21.1 Time is of the essence in the Contract and each and all of its provisions.

## **22. Tax Exempt Status.**

- 22.1 The HHA is a unit of government and its functions are governmental functions. Its property is public property used for essential public and governmental purposes. By virtue of Section 392.005 of the Texas Local Government Code (the “Housing Authorities Law”), the HHA and its property are exempt from all taxes, including sales tax. A copy of the Tax Exemption Certificate will be provided to the Contractor, if required.

## **23. Cooperation with HHA.**

- 23.1 In the performance of this Contract, the Contractor agrees to cooperate with the HHA and its staff, including the HHA's Section 3 Coordinator.

## **24. Miscellaneous.**

- 24.1 Legal Construction/Severability. HHA and Contractor agree, that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by the party of that or any other provision of this Agreement. Whenever context requires, the singular will include the plural (and vice-versa) and references to gender shall include the masculine and feminine. Article and section headings in this Contract are for reference only and are not intended to restrict or define the text of any section or article herein. This Contract shall not be construed more or less favorably by reason of the authorship or origin of its language; this Contract shall not be construed against the drafter in the event of an ambiguity (or otherwise).
- 24.2 Limitation of Liability. In no event shall the HHA be liable to the Contractor for any indirect, incidental, or exemplary damages.
- 24.3 Own Investigation. The Contractor represents and warrants that it entered this Contract based solely on its own investigation and due diligence and not on reliance on any statements, representations, or omissions of the HHA unless otherwise noted in this Contract. The Contractor represents and warrants that it is fully satisfied that it has received any information it requested from the HHA in order to determine whether to enter this Contract. The Contractor expressly disclaims any reliance on any representation, statement, or omission by the HHA with respect to this Contract, including the Contractor's decision to enter this Contract, unless otherwise noted herein.
- 24.4 Venue and Choice of Law. Venue for any legal action arising from or relating to this Contract shall exclusively lie in Harris County, Texas. The laws of the State of Texas shall govern and control any dispute that arises from or relates to this Agreement. In the event of any litigation arising from or related to this Agreement, or the services provided under this Agreement, each party will be responsible for its own costs incurred including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.
- 24.5 Notice of Court Actions. The Contractor agrees to give the HHA immediate notice in writing of any actions or suits filed and prompt notice of any claims made against the HHA or any of the parties involved in the implementation and administration of the Contract.
- 24.6 Integration. This Contract, along with the attached Exhibits, contains the complete agreement of the Parties and cannot be varied except by the Parties' written agreement.

The Parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Contract.

- 24.7 *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedy set forth in this Contract does not preclude pursuit of other remedies in this Contract or that are provided by law.
- 24.8 *Non-Waiver.* No covenant or condition of the Contract may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party to which the same may apply, and until complete performance of any covenant or condition, the aggrieved party shall be entitled to invoke any remedy available to it under the Contract or by law or in equity despite such forbearance or indulgence. Unless otherwise stated herein, this Contract cannot be modified or altered in any way without the express written consent of the parties hereto.
- 24.9 *Remedies Cumulative.* All rights and remedies of HHA and Contractor shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of HHA according to law.
- 24.10 *Legal and Regulatory Compliance.* All activities under this Agreement shall comply with all applicable local, state and federal laws, ordinances and regulations. This Agreement shall automatically be amended as necessary to comply with all applicable local, state and federal laws, ordinances and regulations, including incorporation of any provisions now or hereafter applicable to the subject matter hereof and/or required to be included by any federal, state or local governmental authority with relevant jurisdiction over the subject matter hereof. Any such change or incorporation of legal and regulatory requirements shall be deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Agreement or any written amendment hereto.
- 24.11 *Assignment.* The Contractor shall not assign, subcontract, or transfer any services, obligations, or interest in this Contract without the prior written consent of the HHA. Such consent shall not unreasonably be withheld when such assignment is for financing the Contractor's performance.
- 24.12 *Successors and Assigns.* This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns, if any.
- 24.13 *No Third-Party Rights.* Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of third party against either the HHA or the Contractor.
- 24.14 *Amendment.* This Agreement may only be amended by a written amendment signed by the authorized agents of both parties.

- 24.15 Survival. The terms, conditions, representations, and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.
- 24.16 Publicity. Contractor shall not use in its advertising, marketing or other promotion efforts; any data, pictures or other representation of HHA except on prior specific written authorization from the HHA President/CEO or designee.
- 24.17 No Personal Inducements. Contractor acknowledges and agrees that HHA requires all Contractors to adhere to basic principles in conducting business with HHA. These principles include no direct or indirect personal inducement of HHA employees or Commissioners, such as the giving of gifts, money, tickets, trips, loans, discounts or any other item or service in connection with this Agreement. Contractor further acknowledges and agrees that breach of these principles may be grounds for termination of this Agreement.
- 24.18 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to acts of God, strikes, epidemics, pandemics, disease, war, acts of terrorism, riots, civil disorder or unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character (“force majeure occurrence”).
- 24.19 Other: Contractor shall adhere to all federal, state and local laws and ordinances, as well as standards and recommendations outlined by the World Health Organization (WHO); Centers for Disease Control (CDC) and Occupational Safety and Health Administration (OSHA), and any other standards or procedures applicable to Contractor as it relates to the health, safety and welfare of tenants, residents, guests, HHA employees and others who may be involved in the execution of this Agreement.
- 24.20 Authority. Contractor represents and warrants that Contractor has the power and authority to enter into and perform this Agreement and that this Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

**IN WITNESS THEREOF**, this document may be executed in multiple counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each party warrants that the undersigned is a duly authorized representative with the power to execute this contract.

**\*\*\*\*\*SIGNATURES FOLLOW\*\*\*\*\***

**IN WITNESS THEREOF,**

**Houston Housing Authority**

**Contractor's Company Name**

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

**David A. Northern, Sr., President & CEO**

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

**Name and Title**

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

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

**Contract No.** \_\_\_\_\_

DRAFT