

Housing Authority of the City of Fountain

501 E. Iowa Avenue, Fountain, CO 80817

Phone 719-382-5639 Fax 719-382-4113

Email Kroby@fountaincohousing.org

May 3, 2019

Re: Request for Proposal – Supply and Installation of Sheet Vinyl Flooring; Carpet with Attached Cushion; and Base in 40 Apartment Units – GM-02-19

To whom it may concern:

The Housing Authority of the City of Fountain, CO is seeking a contractor to supply and install Sheet Vinyl Flooring; Carpet with Attached Cushion; and Base in the Housing Authority's 40 unit low-rent public housing facility.

Enclosed is a Request for Proposal that sets forth the services required by the Housing Authority. Please review the enclosed information, and if your company is interested, please submit a proposal to the Housing Authority in accordance with the enclosed Request for Proposal.

Thank you for your consideration of this request.

Katherine Roby
Executive Director

Attachments

Housing Authority of the City of Fountain

501 E. Iowa Avenue, Fountain, CO 80817

Phone 719-382-5639 Fax 719-382-4113

Email Kroby@fountaincohousing.org

1. **REQUEST FOR PROPOSAL SOLICIATION NO.** GM-02-19
2. **DATE ISSUED:** May 3, 2019
3. **PROJECT NAME:** Grinde Manor, Project No. CO071
906 Grinde Drive
Fountain, Colorado 80817
4. **DESCRIPTION OF SOLICIATION:** Supply and installation of sheet vinyl flooring; carpet with attached cushion; and base in 40 one bedroom occupied apartments.
5. **PROPOSAL DUE AT THE FOLLOWING LOCATION:**

Housing Authority of the City of Fountain
501 E. Iowa Avenue
Fountain, CO 80817
Attention: Katherine Roby

NO LATER THAN 3:00 P.M. ON FRIDAY, JUNE 14, 2019.
6. **FOR FURTHER INFORMATION CONTACT:**

Katherine Roby, Executive Director, by email at Kroby@fountaincohousing.org
or by phone at 719-382-5639
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 - A. Prices
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 - E. Davis Bacon Wages

SECTION A - PRICES

TO: FOUNTAIN HOUSING AUTHORITY Dated: _____
501 East Iowa Avenue
Fountain Colorado 80817

FROM: _____ (Contractor)

_____ (Address)

RE: Solicitation No. GM-02-19
Grinde Manor, Project No. CO071
906 Grinde Drive
Fountain, Colorado 80817

Having carefully examined the Request for Proposal; Technical Specifications; General Conditions of the Contract for Construction-Public and Indian Housing Programs, Form HUD-5370 EZ; Representations, Certifications, and Other Statements of Bidders-Public and Indian Housing Programs, Form HUD-5369-A; and the Davis-Bacon Wage Determination, the Undersigned proposes to furnish all labor and materials and do all work called for by them in strict accordance with said documents for the following sum:

LUMP SUM FIXED PRICE: _____ Dollars \$ _____).

UNIT PRICE:

Supply and Install Sheet Vinyl Flooring:

1. 36 Kitchens at approximately 8.89 sq. yds. each:

Materials (Specify Manufacturer and Type): _____
_____ Dollars (\$ _____) per unit.

Labor: _____ Dollars (\$ _____) per unit.

2. 4 Kitchens at approximately 10 sq. yds. each:

Materials (Specify Manufacturer and Type): _____
_____ Dollars (\$ _____) per unit.

Labor: _____ Dollars (\$ _____) per unit.

3. 36 Baths at approximately 5.75 sq. yds. each:

Materials (Specify Manufacturer and Type): _____

_____ Dollars (\$) _____ per unit.

Labor: _____ Dollars (\$) _____ per unit.

4. 4 Baths at approximately 5.33 sq. yds. each:

Materials (Specify Manufacturer and Type): _____

_____ Dollars (\$) _____ per unit.

Labor: _____ Dollars (\$) _____ per unit.

Supply and Install Base:

40 Units at approximately 148 linear feet each:

Materials (Specify Manufacturer and Type): _____

_____ Dollars (\$) _____ per unit.

Labor: _____ Dollars (\$) _____ per unit.

Supply and Install Carpet with Attached Cushion:

40 Units at approximately 50.67 sq. yds. each:

Materials (Specify Manufacturer and Type): _____

_____ Dollars (\$) _____ per unit.

Labor: _____ Dollars (\$) _____ per unit.

The Undersigned proposes to substantially complete the work within ninety (90) calendar days of receipt of the Notice to Proceed.

The undersigned recognizes the Owner's right to waive informalities in the bidding and to accept or reject any and all bids.

Upon receipt of Notice of Award, the Undersigned agrees to execute a formal Contract for the work within seven (7) days of receipt of such notice.

Contractor

By: _____

SECTION B - TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

- A. HUD Handbook 7460.8 REV 2. Procurement Handbook for Public Housing Agencies and Indian Housing Authorities dated 2/2007.
- B. General Conditions of the Contract for Construction-Public and Indian Housing Programs, Form HUD-5370-EZ.
- C. Representations, Certifications, and Other Statements of Bidders-Public and Indian Housing Programs, Form HUD-5369-A.
- D. Davis-Bacon Wage Determination.

1.2 QUALITY ASSURANCE

- A. The flooring contractor shall provide a sample of materials; manufacturer names and installation recommendations, warranty, material safety data sheets on all materials to be used in the preparation and installation of the flooring and base.
- B. ANSI Z34.2 - Certification, Self-Certification by Producer or Supplier, 1987.
- C. Regulatory Requirements: Comply with applicable laws, ordinances, codes and regulations.
 - 1. Accessibility: Comply with following:
 - a. Architectural Barriers Act of 1968 as amended (42 USC 4151-4157) and HUD implementing regulations (24 CFR Part 41).
 - (1) Uniform Federal Accessibility Standards (UFAS).
 - b. Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) and HUD implementing regulations (24 CFR Part 8).
 - c. Fair Housing Accessibility Guidelines (24 CFR Part 100).
 - d. Americans with Disabilities Act of 1990 (ADA) (28 CFR Part 35).
 - 2. Recoverable materials: Comply with Resource Conservation and Recovery Act (RCRA), Section 6002 and EPA Guidelines.
- D. Reference Standards: For products or workmanship specified by reference to association, trade, or federal standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
 - 1. No provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change duties and responsibilities of the Housing Authority or Contractor or any of their consultants, agents or employees from those set forth in Contract Documents, nor shall it be effective to assign Contracting Officer any duty or authority to supervise or direct furnishing or performance of work or any duty or authority to undertake responsibilities contrary to General Conditions.

2. Where wording of referenced standard is permissive, or where requirements of more than one reference standard apply, provide under more restrictive and higher requirement.
3. Comply with recommendations of referenced standards even though they are not mandatory in standard.
4. Detailed Requirements: Be familiar with and verify detailed requirements of referenced standards to verify that items and their installation provided under Work of this Contract meet or exceed standard's requirements.
 - a. Notify Contracting Officer of any conflicts between referenced standards and requirements specified in Specifications or indicated on Drawings before proceeding with work.
 - b. Tolerances: Tolerances may vary from standards of different sections. Make adjustments necessary to assure proper fitting of different elements. Tolerances may be plus or minus as indicated but in sum shall be compensating, not cumulative.
5. Effective Date: Date of referenced standard is that in effect as of documents date except when specific date is specified or when standard is part of applicable code which includes edition date.
6. Copies: When required by individual sections, obtain copy of referenced standard. Maintain copy at job site during work.
- E. Certificates: When required by Contract Documents, or when requested in writing by Contracting Officer, submit Certificate of Compliance or Manufacturer's Certificate that materials or workmanship, or both comply with requirements of referenced standard.
- F. Labels: Where labels indicating certification are specified, deliver and install products with labels intact. Do not remove labels.

1.3 SCHEDULING AND SEQUENCING

- A. Unit Entry: Arranged by the Housing Authority in continuous and contiguous manner to accommodate residents and installation.
- B. Work in Units: Perform work continuously during normal working hours until completed at least inconvenience to residents.
 1. Complete each installation as quickly as possible and follow approved sequencing and scheduling plan.
 2. Work in Occupied Units:
 - a. Complete work on same day in which it commenced, if possible.
 - b. Time for completion of work: Not to exceed 40 hours Monday through Friday.
 3. Time Period: Include time for reinstallation
- C. Sequencing and Scheduling Installation Plan: Before start of installation on site, submit an installation plan regarding access to work, use of site, sequence of work, schedule of work for acceptance by the Housing Authority. After acceptance of the plan, installation sequencing and scheduling shall comply with accepted plan unless deviations are approved in writing.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Underlayment: As recommended by flooring manufacturer for particular conditions and installation.

B. Sheet Vinyl Flooring with Backing: ASTM F-1303:

1. Floor Covering: Type II (binder content minimum 34 percent), Grade 1 (minimum 1.27 mm (0.50 inch) wear layer thickness). (FS L-F-475, Grade A.)
2. Backing: ASTM F1303 Class A (Fibrous and suitable for floors above, on and below grade). (FS L-001641, Type III or FS L-475, filled fibrous composition.)
3. Floorscore Indoor Air Quality Certified to SCS-EC10.3-2014 v4. Conforms to the CDPH/EHLB Standard Method v1.2-2017 (California Section 01350), effective April 1, 2017, for the school classroom and private office parameters when modeled as Flooring. Measured Concentration of Total Volatile Organic Compounds (TVOC): Less than/equal to .0.5 mg/m3 (in compliance with CDPH/EHLB Standard Method v1.2-2017)
4. Provide in one piece wherever possible.
 - a. Bathrooms: Seams not allowed.
 - b. Seams: Allowed only with specific approval of Contracting Officer.
5. Patterns and Colors: As selected from manufacturer's current line by Contracting Officer.

C. Resilient Base: ASTM F1821, Type TV (Vinyl, Thermoplastic).

1. Group 2: Layered
2. Style: Style B (Cove).
3. Height: 64 mm (2-1/2 inches) high.
4. Floorscore Indoor Air Quality Certified to SCS-EC10.3-2014 v4. Conforms to the CDPH/EHLB Standard Method v1.2-2017 (California Section 01350), effective April 1, 2017, for the school classroom and private office parameters when modeled as Flooring. Measured Concentration of Total Volatile Organic Compounds (TVOC): Less than/equal to .0.5 mg/m3 (in compliance with CDPH/EHLB Standard Method v1.2-2017)
5. Provide preformed external and internal corners. Job-formed internal corners may be used at contractor's option.
6. Colors: As selected from manufacturer's current line by Contracting Officer.

D. Carpet with Attached Cushion shall meet the minimum weight and density requirements set forth in UMB No. 44d, for Type II Elderly and Care Facilities, Class I as follows:

1. Carpet: Pile Yarn Type, Polypropylene, solution dyed, minimum Pile Weight of 24 oz. and Density of 4000 oz./cu. yd. or Nylon , solution dyed,

- minimum Pile Weight of 22 oz. and Density of 3450 oz./cu. yd. (ASTM D 418)
2. Attached Cushion: Urethane, Class I; minimum weight 9 oz.; minimum thickness .125 inches; minimum density 3.2 pcf.; minimum Resistance 1.5 psi.; (ASTM D 3676) maximum Compression Set 15% (ASTM D 3574); maximum ash content 50% (ASTM D 297).
 3. Carpet and Attached Cushion must be ½" or less in height.
 4. Carpet and Attached Cushion must meet the Carpet and Rug Institute's Green Label Plus certification and be mold and mildew resistant.
 5. Patterns and Colors: As selected from manufacturer's current line by Contracting Officer.
- E. Adhesives: Water resistant type recommended by flooring manufacturer for particular flooring material, substrate and installation conditions and meets the California Department of Public Health (CDPH) Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers, SCS-EC10.3-2014 v4. for the school classroom and private office parameters when modeled as Flooring. Measured Concentration of Total Volatile Organic Compounds (TVOC): Less than/equal to .05 mg/m3 (in compliance with CDPH/EHLB Standard Method v1.2-2017).
- F. Latex Patching/Leveling Compound: Patching or leveling compound consisting of latex, portland cement and aggregate that is moisture, mildew and alkali resistant. Provide type as recommended by flooring manufacturer for particular flooring material, substrate and installation conditions.
- G. Materials for Patching, Extending and Matching:
1. Provide same products or types of construction as existing structure, as needed to patch, extend or match existing work.
 - a. Generally, Contract Documents will not define products or standards of workmanship present in existing construction. Determine products by inspection and any necessary testing, and workmanship by use of existing as sample of comparison.
 - b. Patching, extending and matching of existing work and systems shall result in complete, finished system.
 2. Presence of product, finish or type of construction, requires that patching, extending or matching shall be performed as necessary to make work complete and consistent.
- F. Safety Equipment: Provide safety equipment or personnel necessary to protect residents, public, public walks, entrances to building, stairways and areas of operations.

PART 3 - EXECUTION

3.1 EXAMINATION OF SITE

- A. Site Verification of Conditions: Before beginning installation, examine surfaces to receive sheet vinyl flooring or carpet with attached cushion for defects or conditions

adversely affecting quality and execution of installation. Report any defects to the Contracting Officer.

1. On Grade and Below Grade Concrete Floors: If presence of vapor barrier below slab is unknown, conduct moisture test and bonding test in accordance with flooring manufacturer's recommendations.
 2. Above Grade Floors with Crawl Spaces: Examine to ensure vapor barrier sheet is laid over ground and sufficient cross ventilation exists to ensure dryness.
 3. Do not proceed with installation until conditions are satisfactory.
- B. Failure to visit Site will not relieve contractor from necessity of furnishing materials or performing work that may be required to complete work in accordance with specifications without additional cost to the Housing Authority.
- C. Beginning of installation means acceptance of substrate.

3.2 CONTRACTOR USE OF PREMISES

- A. Operations of Contractor: Limited to areas where work is indicated.
- B. Access: Restrict access to extent required to allow for ongoing activities at building and site.
- C. Housing Authority Occupancy: Housing Authority tenants will occupy the premises during the entire installation period for conduct of their normal operations. Cooperate with the Housing Authority in scheduling installation to minimize conflict and to facilitate Housing Authority tenant usage.
- D. Emergency Exits: Maintain all required fire exits from building at all times.
- E. Operations: Limited to areas where work is indicated.
1. Take precautions to allow for continued operations including tenant public access and other outside activities.
 2. Disruptive Operations: Noisy and disruptive operations (such as use of noisy equipment) shall be minimized.
 - a. Schedule and coordinate such activities with the Housing Authority.
 - b. Upon notification from the Housing Authority, cease operations which are, in the opinion of the Housing Authority, disruptive to normal operations. Schedule such operations as described above.
 3. Power Outages: Coordinate and schedule any required electrical or other utility outages with the Housing Authority. Outages shall be allowed only at previously agreed times.

3.3 SUBMITTALS

- A. Product Data: Submit to Contracting Officer:
1. Include underlayment, sheet vinyl flooring, base and adhesives.
 2. Include carpet with attached cushion and adhesives.
- B. Samples: Submit one sample of sheet vinyl flooring, carpet with attached cushion and base to Contracting Officer for approval.
1. Submit full set of samples for color selection.

2. Contracting Officer will retain the approved samples.
- C. Quality Assurance/Control Submittals: Submit following to Contracting Officer:
 1. Manufacturer's installation instructions.
 2. Certificates: Manufacturer's written certification that sheet vinyl flooring, carpet with attached cushion and base meets or exceeds specified performance standards.

3.4 DELIVERY, STORAGE AND HANDLING

- A. Storage and Protection: Store materials in original containers in accordance with manufacturer's instructions. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.

3.5 PREPARATION

- A. Protection: Protect adjacent elements from damage and disfiguration. Repair or replace damaged elements.
- B. Preparation:
 1. Remove obstructions including, as necessary, existing flooring.
 - a. The Housing Authority will request that tenants do following:
Remove encumbrances within work area; remove throw rugs from floors, small personal items from work areas and pack items, i.e. knick-knacks; dishes, pots and pans, etc.
 - b. Contractor: Move furniture and appliances in occupied dwelling units at least inconvenience to residents and without damage to furniture or finished floor. Be responsible for unauthorized removal of or damage to furniture and appliances in units.
 2. Remove and replace unsound underlayment.
 3. Patch floor damages.
- C. Existing Flooring:
 1. Existing Flooring on Concrete Floors: Do not install new flooring over existing covering on concrete floors that show evidence of moisture or excessive alkalinity.
 2. Do not install new flooring over existing embossed flooring containing unfilled wear layer.
 - a. Unfilled Embossed Surface in Good Condition: Clean to remove protective finishes and then make smooth with latex patching/leveling compound.
 3. Do not install new flooring over existing flooring with foam layer.
 4. Do not install new flooring over loosely adhered or damaged existing flooring.
- D. Removal of Existing Floor Covering: Remove existing carpet. Remove existing sheet vinyl floor covering, only if necessary for installation in accordance with recommendations of RFCI Recommended Work Practices for the Removal of

Resilient Floor Coverings. Floor covering and asphalt adhesive may contain asbestos fibers. Comply with applicable codes, laws and regulations regarding asbestos materials.

1. If existing flooring is removed and was adhered with asphalt adhesive, remove adhesive before installation of new sheet flooring or install new layer of felt and underlayment.
 2. Correct unevenness in substrate.
- E. Defective Joists and Subfloor: Remove defective joists and subfloor that no longer satisfy structural requirements and replace with new materials to fulfill their structural function.
1. Remove ceiling, subfloor, and joists in safe manner and at minimum inconvenience to residents.
 2. Splice, strengthen, support or replace rotted or otherwise defective joists to fulfill their anticipated structural function.
 3. New Replacement joists: Comply with requirements of appropriate section specifying new flooring including flooring manufacturer's recommendations.
 4. Ceiling Replacement: Include removal and replacement of ceiling finish to match existing.
 - a. Glue and screw new ceiling material to bottom of joists.
 - b. Paint entire ceiling of space affected by replacement matching color of existing walls.
 5. New Replacement Subfloor: Install in accordance with APA Recommendations and with requirements of appropriate section specifying new flooring including flooring manufacturer's recommendations.
 - a. Install subfloor with face grain perpendicular to supports with end joints supported. Stagger ends of adjacent sheets 1200 mm (4 feet) where possible.
 - b. Glue and nail new subfloor to joists.
 - c. Nail in accordance with APA's Recommendations and in sufficient manner to avoid squeaking floors.
- F. Substrate to Receive Flooring: Prepare as necessary to receive flooring.
1. Concrete Floors: Prepare in accordance with ASTM F710.
 - a. Level major uneven concrete floor joints or other irregularities by bush hammering or grinding and filing with cementitious latex patching/leveling compound.
 - b. Sand leveled areas to provide surface level plus/minus 6 mm (1/4 inch) in 3000 mm (10 feet).
 2. Cleaning, Patching and Priming:
 - a. Strip and thoroughly clean existing substrates before applying flooring. Remove paint, varnish, oil and wax from substrate.
 - b. Prime floors as recommended by adhesive manufacturer.
 - c. Remove rough spots and foreign matter that might telegraph through flooring finish.
 - d. Patch minor rough areas, voids and defects.

3. Underlayment: Prepare in accordance with flooring manufacturer's recommendations.
 - a. Fill edge gaps, splits, damaged areas and rough spots with filler as recommended by flooring manufacturer.
 - b. Thoroughly sand panel joints with power sander.
 - c. Do not install sheet flooring where solvent base construction adhesive has been used at plywood tongue and groove joints.
4. Floors: Clean, dry and smooth.
 - a. Do not mark substrate with crayons or solvent type marking pens which may bleed up through flooring.
- G. Underlayment: Install immediately before flooring installation in accordance with flooring manufacturer's recommendations.

3.6 APPLICATION OF ADHESIVES

- A. General: Mix and apply adhesives in accordance with manufacturer's recommendations. Take safety precautions during mixing and applications as recommended by adhesive manufacturer. Cover only that amount of area that can be covered by flooring material within recommended working time of adhesive.
- B. Application: Apply adhesive uniformly over surfaces with notched trowel or other suitable tool. Clean trowel and rework notches as necessary to insure proper application of adhesive.
- C. Cleaning: Remove adhesive which dries or films over. Do not soil walls, bases or adjacent areas with adhesives. Promptly remove spillage.

3.7 FLOORING INSTALLATION

- A. General: Install flooring with adhesive tightly cemented to substrate in accordance with manufacturer's recommendations and Reference Standards for particular flooring material, substrate and installation conditions.
 1. Joints: Straight, tight and flush.
- B. Sheet vinyl flooring: Install on clean and even existing surface with adhesive.
 1. Seams:
 - a. Bathrooms: Seams not allowed.
 - b. Seams not allowed in other locations except with specific approval of the Contracting Officer.
 - c. Sealing Sheet Vinyl Flooring Seams: Comply with ASTM F693.
 2. Completed Sheet vinyl flooring: Free from lumps, wrinkles, unevenness and blemishes.
- C. Carpet with attached cushion: Install on clean and even existing surface with adhesive.
 1. Seams: Lay out so that wherever possible, seams are eliminated or held to a minimum in high traffic areas.
 2. Insure that doors swinging out over carpeted areas have sufficient clearance.

3. Completed Flooring: Free from lumps, wrinkles, unevenness and blemishes.
- D. Base: Tightly cement base to wall with butt joints 1.6 mm (1/16 inch) or less in width.
 1. Install base in toe space of cabinets.

3.8 CLEANING:

- A. Cleaning: Upon completion, remove loose, cracked, chipped, stained or otherwise defective flooring or base and replace in satisfactory manner. Clean surfaces using only cleansers approved by manufacturer. Remove loose fibers or other debris. Vacuum carpet. Do not damage adjoining work.

3.9 PROTECTION

- A. Installed work: Protect flooring from damage after installation.

3.10 MAINTENANCE

- A. Extra Materials: Provide Housing Authority with following items:
 1. Sheet vinyl flooring pieces over four square feet.
 2. Carpet with attached cushion pieces over four square feet.
 2. One case of base of each type and color used.
 3. One gallon of each type of adhesive used.

3.11 SCHEDULES

- A. Work, includes but not limited to:
 1. a. Supply and Installation of Sheet Vinyl Flooring in Kitchens at 36 Units: 101; 103; 105; 107; 109; 110; 111; 112; 113; 114; 115; 116; 117; 118; 119; 120; 201; 202; 203; 204; 205; 206; 207; 208; 209; 210; 211; 212; 213; 214; 215; 216; 217; 218; 219; and 220 at approximately 8.89 sq. yds. each unit and 4 Units: 102; 104; 106; and 108 at approximately 10 sq. yds. each unit.
b. Repair and or replace subfloor where necessary.
 2. a. Supply and Installation of Sheet Vinyl Flooring in Baths at 36 Units: 101; 103; 105; 107; 109; 110; 111; 112; 113; 114; 115; 116; 117; 118; 119; 120; 201; 202; 203; 204; 205; 206; 207; 208; 209; 210; 211; 212; 213; 214; 215; 216; 217; 218; 219; and 220 at approximately 5.75 sq. yds. each unit and 4 Units: 102; 104; 106; and 108 at approximately 5.33 sq. yds. each unit.
b. Repair and or replace subfloor where necessary.

3.
 - a. Supply and Installation of Carpet with Attached Cushion at 40 Units: 101; 102; 103; 104; 105; 106; 107; 108; 109; 110; 111; 112; 113; 114; 115; 116; 117; 118; 119; 120; 201; 202; 203; 204; 205; 206; 207; 208; 209; 210; 211; 212; 213; 214; 215; 216; 217; 218; 219; and 220 at approximately 50.67 sq. yds. each unit.
 - b. Repair and or replace subfloor where necessary.
4. Supply and Installation of Resilient Base at 40 Units: 101; 102; 103; 104; 105; 106; 107; 108; 109; 110; 111; 112; 113; 114; 115; 116; 117; 118; 119; 120; 201; 202; 203; 204; 205; 206; 207; 208; 209; 210; 211; 212; 213; 214; 215; 216; 217; 218; 219; and 220 at approximately 148 linear feet each unit.

PART 4 - REFERENCES

- A. Reference Standards: Comply with following:
 1. Federal Specifications (FS):
 - a. FS L-F-475A - Floor Covering Vinyl, Surface (Tile and Roll), with Backing. See ASTM F1303.
 - b. FS SS-W-40A - Wall Base: Rubber, and Vinyl Plastic, 1966.
 2. Resilient Floor Covering Institute (RFCI):
 - a. RFCI - Recommended Work Practices for the Removal of Resilient Floor Coverings, January, 1998 and latest addendum.
 3. American Society for Testing and Materials (ASTM):
 - a. ASTM F693 - Sealing Seams of Resilient Sheet Flooring Products by Use of Liquid Seam Sealers
 - b. ASTM F710 - Preparing Concrete Floors and Other Monolithic Floors to Receive Resilient Flooring.
 - c. ASTM F1303 - Sheet Vinyl Floor Covering with Backing.
 - d. ASTM F 1861 - Resilient Wall Base.
 - e. ASTM E- 648 - Radiant Panel
 - f. ASTM D 418-92 - Carpet Pile Weight
 - g. ASTM D3676 - Physical Requirements for Attached Cushions Weight.
 - h. ASTM D 3574 -03 - Flexible Cellular Materials.
 - i. ASTM D 297 - Ash Content for Attached Cushions.
 4. American Plywood Association (APA): APA Recommendations:
 - a. APA Product Guide, Grades and Specifications.
 - b. APA Design/Construction Guide, Residential and Commercial.
 5. HUD Use of Materials Bulletin (UMB)
 - a. UMB No. 44d - Carpet
 6. Certification:
 - a. ANSI Z34.2 - Certification, Self-Certification by Producer or Supplier, 1987.

B. Reference Standard Sources:

For copies of specifications and standards referenced in specifications, contact respective organization listed below:

APA

American Plywood Association
P.O. Box 11700
Tacoma, WA 98411-0700
(206) 565-6600 Fax (206) 565-7265

ANSI

American National Standards Institute Inc.
11 West 42nd Street
New York, NY 10036
(212) 565-6600 Fax (212) 302-1286

ASTM

American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103-1187
(215) 299-5585 Fax (215) 977-9679

CRI

Carpet and Rug Institute, Inc.
100 S Hamilton Street
Dalton, GA 30720
(706) 278-3176
info@carpet-rug.org

FS

General Services Administration Federal Specifications
Specifications Unit (WFSIS)
7th and D Street, SW
Washington, DC 20407
(202) 708-9205 Fax (202) 205-3720

HUD

Material Releases are part of HUD Technical Suitability of Building Products Program.
Contact: Department of Housing and
Urban Development Manufactured Housing
and Construction Standards
451 7th Street, SW
Washington, DC 20410-8000
(202) 708-1929

NFPA

National Fire Protection Association
Batterymarch Park
Quincy, MA 02169-9101
800-344-3555 Fax (617) 984-7057

PS

Product Standards
U.S. Department of Commerce
Government Printing Office
Washington, DC 20402
(202) 783-3238

RFCI

Resilient Floor Covering Institute
966 Hungerford Drive, Suite 12-B
Rockville, MD 20850
(301) 340-8580 Fax (301) 340-7283

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. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$150,000.

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 by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; 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 \$ 1,000,000 [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 500,000 [Contracting Officer insert amount] per occurrence.

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

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

7. Contract Modifications

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

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

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

8. Changes

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

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

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

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

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

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 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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.**
- (i) 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

SECTION D

**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

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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.

(l) 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.

SECTION E

General Decision Number: CO190004 02/22/2019 CO4

Superseded General Decision Number: CO20180014

State: Colorado

Construction Type: Residential

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/22/2019

* BRCO0007-007 01/01/2019

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 28.59	8.29

ELEC0012-007 09/01/2018

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communications Systems)		
Electrical contract over \$1,000,000.....	\$ 27.70	12.30+3%
Electrical contract under \$1,000,000.....	\$ 24.85	12.30+3%

ELEC0068-014 12/01/2018ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER, AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems).....		
	\$ 26.51	10.31

ELEC0113-007 06/01/2018

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems).....		
	\$ 23.85	13.80

ELEC0969-007 01/01/2019

MESA COUNTY

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems).....		
	\$ 24.80	9.84

ENGI0009-007 05/01/2017

	Rates	Fringes
Power equipment operators:		

Bulldozer.....	\$ 27.60	10.10
Motor Grader: Blade-finish..	\$ 27.92	10.10
Motor Grader: Blade-rough...	\$ 27.60	10.10
Roller: Self-propelled all types over 5 tons.....	\$ 27.60	10.10
Roller: Self-propelled rubber tires under 5 tons...	\$ 27.22	10.10
Scraper: Single bowl including pups 40 cubic yards and tandem bowls and over Single bowl including pups 40 cubic yards and tandem bowls and over.....	\$ 27.92	10.10
Scraper: Single bowl under 40 cubic yards.....	\$ 27.75	10.10
Water Wagon.....	\$ 27.60	10.10

* IRON0024-001 01/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 29.85	11.42

PAIN0930-001 07/01/2018

	Rates	Fringes
GLAZIER.....	\$ 31.52	10.13

PLUM0003-002 06/01/2018

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER (Including HVAC Pipe).....	\$ 23.24	5.35

PLUM0058-011 07/01/2018

EL PASO AND PUEBLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER (Plumbers include HVAC pipe) (Pipefitters exclude HVAC pipe).....	\$ 32.75	14.85

Zone 1 - 40 miles and over: \$19.85 per hour + \$32.00 per day
per diem will be paid on projects over 40 miles (Zone 1)
measured in practical driving miles by the shortest route,
beginning at 5th and Main Streets in Pueblo, Colorado, when
the employee stays overnight or drives their own vehicle.

Hazardous Pay: Add \$2.20 per hour to \$19.85 base rate.
 Hazardous pay applies to projects at chemical plants, steel mills, cement plants, power generator plants, process piping at manufacturing plants, food processing plants, and all projects which may present a health hazard or serious personal injury.

 PLUM0145-005 08/01/2016

MESA COUNTY

	Rates	Fringes
PLUMBER		
(Plumbers include HVAC pipe) & PIPEFITTERS		
(exclude HVAC pipe).....	\$ 26.18	11.52

 PLUM0208-002 06/01/2018

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER		
(Excluding HVAC pipe).....	\$ 37.55	14.95

 SHEE0009-003 07/01/2018

	Rates	Fringes
Sheet metal worker		
HVAC Duct and Installation		
of HVAC Systems.....	\$ 34.02	15.90

 SUCO2001-002 12/20/2001

	Rates	Fringes
CARPENTER		
(Excluding drywall hanging/framing, metal stud work and form building/setting).....	\$ 16.36	1.38
Cement Mason/Concrete Finisher...	\$ 16.80	
Drywall Finisher/Taper.....	\$ 13.00	
Drywall Hanger/Framer		
(Including metal stud work).....	\$ 17.13	2.63
Formbuilder/Formsetter.....	\$ 12.78	1.98
Laborers:		
Brick Finishers/Tenders.....	\$ 11.25	
Common.....	\$ 8.86	

Concrete/Mason Tenders.....\$ 10.00	
PAINTER	
(Excludes drywall finishing and taping):	
Brush, Roller and Spray.....\$ 13.62	3.39
Power equipment operators:	
Backhoe.....\$ 12.98	3.31
Front End Loader.....\$ 16.50	
ROOFER.....\$ 14.73	
Sheet Metal Worker	
All Other Work.....\$ 17.30	4.05
SPRINKLER FITTER.....\$ 18.47	3.74

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

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

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

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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input type="checkbox"/>	OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	F.P.Y. CATEGORY AND S.E. CONTROL NUMBER	Rev. Dec. 2006
				OMB No..1235-0008 Expires: 04/30/2021

FOR WEEK ENDING						PROJECT AND LOCATION				PROJECT OR CONTRACT NO.								
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS OR WITHHOLDING	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK	
			SUN	MON	TUE	WED	THUR	FRI	SAT	HOURS WORKED EACH DAY			FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
	O.T. OR ST.												/					

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

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

_____ (Contractor or Subcontractor) _____ on the

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

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

_____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.