



901 PARDEE ST.
P.O. Box 59
JOHNSON CITY, TN. 37605-0059
Office 423.232.4784 • Fax 423.232.4789
TDD: 1-800-545-1833, EXT. 762
jchousing.org

Curbs & Gutters/Paving, E. Myrtle Court Ph.2

Invitation for Bid (IFB)

The Johnson City Housing Authority (JCHA) is serving as General Contractor for the construction project of E. Myrtle Court Phase 2 which entails construction of one single story building consisting of ten townhouses (units). The property's owner is JCHA's non-profit entity Keystone Development, Inc. The project site is located at 206 Iron Street, Johnson City, TN. 37601 and is adjacent to E. Myrtle Court Ph. 1 at 505 Steel Street, Johnson City, TN. 37601. The site's frontage is E. Myrtle Avenue with Iron Street to the side. JCHA is seeking bids from qualified subcontractors for the following scope of work: **Curbs & Gutters/Paving**.

IFB Number: IFB-CGP 6-2026

Issue Date: June 29, 2026

Bid Opening Date/Time: July 29, 2026 / 3:00 P.M. EST

Bid Opening Location: 1212 East Watauga Avenue
Johnson City, TN. 37601

Pre-Bid Conference: July 8, 2026, / 3:00 P.M. EST
Please read this document prior to the meeting.
Attendance is not mandatory but recommended.

Pre-Bid Location: 1212 East Watauga Avenue
Johnson City, TN. 37601

Availability & Award Results: The IFB documents are posted and available at JCHA's webpage at: www.jchousing.org
Contact Project Managers Dwight Harrell and/or Adam Warren for access to Architectural Drawings/Plans.
Dwight Harrell, dwighth@jchousing.org 423-426-3467.
Adam Warren, awarren@jchousing.org 423-426-3468.

Award results will also be posted at conclusion of IFB process.



SECTION 1- IFB COVER LETTER

Sealed Bids for: **IFB: Curbs & Gutters/Paving, E. Myrtle Ph. 2**

Will be received at the following address:

Keystone Development, Inc.
1212 East Watauga Avenue
Johnson City, TN 37601

until 3:00 p.m. EST, on July 29, 2026. Bids shall be presented on the form prescribed by the Housing Authority, be enclosed in a sealed envelope clearly displaying the **Outer Bid Envelope Information Page** as provided in the Bid Documents, and subject to the General Conditions, Terms, and Specifications as contained in the Bid Documents. All Bids received by the deadline, will be publicly opened, read aloud, and recorded at 3:00 p.m. on July 29, 2026.

A Pre-Bid Conference will be held at 3:00 pm. EST July 8, 2026 at the offices of the Keystone Development, Inc., 1212 East Watauga Ave., Johnson City, TN 37601.

By submission of a Bid, the bidder agrees, if its Bid is accepted, to enter into a Subcontract with the Housing Authority for the Subcontract Price and within the Subcontract Time indicated in the attached IFB. The bidder further accepts all of the terms and conditions of the IFB.

The IFB must be independently arrived at and be prepared in accordance with the bid documents.

The bid prices shall be included as provided in the attached IFB. All prices shall be on a firm-fixed-price basis and are not subject to adjustment based on costs incurred (base bid and non-base bid). The Housing Authority reserves the right to reject any and/or all bids.

Bidders should be advised that, prior to award of any Subcontract, the Housing Authority reserves the right to conduct a pre-award survey for the purpose of determining the bidder's responsibility and capacity to perform the contract. This survey may include, but is not necessarily limited to, a review of subcontracting agreements, financial capacity, and quality of work performed on other subcontracts.

All bidders must be licensed Contractors in the State of Tennessee **if applicable** and as required by the Contractors' Licensing Act of 1994 (TCA Title 62), as revised.

Bid, payment and performance bonds are required IF the total bid exceeds \$100,000.



- A bid bond made payable to the Johnson City Housing Authority in the amount of 5% of the total Bid price, (if bid exceeds \$100,000)
- Performance and payment bonds for 100% of the contract price for the successful bidder, (if subcontract exceeds \$100,000).
- All bonding companies must be listed in the "Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice". Companies licensed to do business in the state of Tennessee must issue all required bonds.

All bids must be signed and dated; if a joint venture is submitting the bid, each joint venturer must sign the bid.

Addendums (if applicable) will be posted at JCHA's website. It is the responsibility of the entity submitting a bid and/or proposal to obtain posted Addendum and check appropriate box on "Section 2 Bid/Price Form".

Bid Documents may be obtained at JCHA's administrative office, or at JCHA's website. Questions regarding the IFB are to be submitted no later than 4:30 PM on July 15, 2026 in writing, including email to travisc@jchousing.org

The Authority reserves the right to reject any and/or all bids

Sam Edwards
CEO/Executive Director



SECTION 2 - BID / PRICE FORM (RETURN WITH BID)

PROJECT: IFB: Curbs & Gutters/Paving, E. Myrtle Ph. 2

Bidder's Company Name: _____

Bidder's Address: _____

Representative Name (Print): _____

Representative Name (Signature): _____

Representative Phone Number: _____

Representative Email: _____

The Bidder, hereby proposes to furnish all labor, materials, and supplies to perform and complete the noted project in strict accordance with the drawings, specifications, and addendums prepared by the Architect & Engineers, and according to bid and subsequent contract documents within the time set forth therein, and at the combined total price stated below in the **TOTAL SUM**.

A. Base Bid Sum:

Curbs & Gutters, Firm-Fixed Bid Sum: \$ _____

Paving (includes Striping & Signage), Firm-Fixed Bid Sum: \$ _____

The Base Firm-Fixed Bid **TOTAL SUM** (Total Base Bid): \$ _____

_____ Dollars
(Written Amount)

B. Received Addendums (check all that apply):

☐None ☐Addendum 1 ☐Addendum 2 ☐Addendum 3 ☐Addendum 4 ☐Addendum 5



SECTION 3 – DESCRIPTION OF WORK

Subcontractor to provide all materials and labor for paving and curbs/gutters as indicated in the architectural site plans for the E. Myrtle Phase 2 apartment project. Paving to include striping and signage including ADA striping and signage as applicable.

NOTE: 3" of stone base was previously added to site drive/parking area during the grading process.

SECTION 4 – INCLUSIONS

- a. Subcontractor shall be responsible for field verifications of all measurements and is responsible for contacting JCHA project managers for access to Architectural Drawings/Plans (including "Site Plans") as noted on page 1.
- b. Subcontractor agrees to provide all necessary equipment as needed to accomplish scope of work.
- c. Subcontractor to complete scope of work within 30 days of Notice to Proceed, unless extension approved by JCHA.
- d. Subcontractor shall maintain clean work environment and dispose of all trash and debris on a daily basis.
- e. Subcontractor shall be responsible for all safety equipment (hardhats, safety vests, etc.) necessary for job and will be responsible for any fines imposed by OSHA or other regulatory government agencies.
- f. Subcontractor to obtain all required permits, as necessary for this project.
- g. Subcontractor to provide "As-Built" documents to General Contractor as applicable.
- h. Subcontractor shall ensure that the surface shall be graded and compacted by rolling to produce a smooth and uniform surface prior to paving.
- i. Subcontractor shall provide smooth transition to all manholes, catch basins, inlets, and existing concrete pads, aprons or pavement.
- j. Subcontractor shall ensure that all materials, equipment, and construction methods shall meet the requirements noted on the site plan and in accordance with industry standards.
- k. Subcontractor shall provide all striping and signage as indicated on site plans.
- l. Subcontractor shall backfill and correct any large voids or depressions that may be made during paving work.
- m. Subcontractor shall provide a light broom finish on all curb and gutter, and all extruded curb.
- n. Subcontractor shall clean up and properly dispose of any excess materials and debris resulting from the work.
- o. The General Contractor shall have the right to reject defective materials and/or workmanship. Materials and/or workmanship not in conformance with the specifications will be considered defective.



SECTION 5 – GENERAL CONDITIONS & SPECIAL CONDITIONS

ARTICLE 1

Progress payments per an acceptable monthly pay request from the Subcontractor, less retainage of 5% as applicable, shall be made to the Subcontractor for Work satisfactorily performed no later than ten (10) days after receipt of application for payment or approved invoice for large scale and on-going projects. Subcontractor's Schedule of Values must be approved prior to submitting first Pay Request. Progress payments will not be applicable to work projects lasting less than one calendar month and to be billed after work completion as one lump sum, paid within "net 30" of approved invoice. These payments are subject to receipt for such lien waivers, affidavits, warranties and guarantees required by the Contract Documents or Contractor.

ARTICLE 2

SCHEDULE OF WORK. Time is of the essence. Subcontractor shall provide General Contractor with any requested scheduling information of Subcontractor's work. The Schedule of Work, including that of this Contract shall be prepared by General Contractor and may be revised as the work progresses. The schedule must be agreeable with the Subcontractor.

Subcontractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. Subcontractor shall coordinate its work with all other subcontractors, and suppliers on the Project so as not to delay or damage their performance, work or the Project.

ARTICLE 3

CHANGES: General Contractor, without nullifying this Agreement, may direct Subcontractor in writing to make changes to Subcontractor's work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Contract Change Order pursuant to the Contract Documents.

ARTICLE 4

FAILURE OF PERFORMANCE. Should Subcontractor fail to satisfy contractual deficiencies within three (3) working days from receipt of General Contractor's written notice, then the General Contractor, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct said deficiencies and deduct cost from unpaid balance of subcontract amount.

ARTICLE 5

INSURANCE. The Subcontractor shall at all times indemnify and save the General Contractor and Owner harmless from all claims on this job and from any or all damage, loss or expense that may be incurred by the General Contractor by reason of any damage to its property or by reason of any injuries or death to its



employees or third persons, or from any damage to the property that may be caused by or result from the performance of the work by the Subcontractor.

Subcontractors shall purchase and maintain during the entire project and during the warranty period, insurance with the minimum limits and coverage shown below or greater (if required by the Subcontract Documents), from insurance companies acceptable to **General Contractor - Johnson City Housing Authority**.

GENERAL LIABILITY: *Subcontractor shall carry standard ISO General Liability coverage, written on an occurrence basis - including Completed Operations. The coverage must be endorsed to name **General Contractor - Johnson City Housing Authority (including the Architect and others as required in contract documents)** as an "additional insured" providing "Your Work" coverage (i.e. ongoing operations and Completed Operations) "arising out of" work performed for the General Contractor by the Subcontractor. The "Additional Insured" form shall also state that this insurance shall be primary without right of contribution from any other insurance available to the "additional insureds".*

The CGL must be written on an occurrence basis, with minimum limits of:

Each Occurrence	\$1,000,000
General Aggregate - Per Project	\$2,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Medical Payments	\$5,000

COMPREHENSIVE AUTOMOBILE LIABILITY on occurrence basis covering all Owned, Non-Owned and Hired Vehicles for limits of liability equal to \$1,000,000 Combined Single Limit.

WORKER'S COMPENSATION including Occupations Disease insurance meeting the statutory requirements of the State in which work is to be performed together with a Broad Form All States Endorsement and containing **Employer's Liability** insurance in an amount of at least \$100,000 Each Accident / \$500,000 Disease – Policy Limit / \$100,000 Disease – Each Employee. Workers Compensation shall waive the rights of subrogation in favor of all additional insureds.

A certificate of insurance form must be filed with **General Contractor - Johnson City Housing Authority** prior to the commencement of any work and must state coverage will not be altered, cancelled or allowed to expire without thirty (30) days written notice by certified mail to **General Contractor - Johnson City Housing Authority**. If any of the above coverages are subject to or are in excess of any deductibles or self-retention, these amounts must be stated on the certificate, and said deductibles and self-retention will be the sole responsibility of Subcontractor.

It is understood and agreed that the insurance coverage and limits, required above, shall not limit the extent of Subcontractor's responsibilities and liabilities specified within Subcontract Documents or by law. It is understood and agreed that authorization is hereby granted to refuse entry to job site and to withhold payments to Subcontractor until a properly executed Certificate of Insurance is received by **General Contractor - Johnson City Housing Authority**.

Subcontractor's Insurance Requirements set forth herein shall become and be part of any purchase order or contract issued by **General Contractor - Johnson City Housing Authority** to Subcontractor as though fully set forth in said purchase order or contract.



Should Subcontractor fail or neglect to provide the required insurance, **General Contractor - Johnson City Housing Authority** shall have the right, but not the duty, to provide such insurance and deduct from any money that may be due or become due to Subcontractor for any and all premium or costs **General Contractor - Johnson City Housing Authority** incurs. Equivalent insurance coverage must be obtained from each Subcontractor, if any, before permitting them on the site of the project. Otherwise, such insurance for Subcontractors must be included within Subcontractor's insurance policies.

ARTICLE 6

INDEMNIFICATION. The Subcontractor shall secure, defend, protect, hold harmless and indemnify the (General Contractor, Owner, Construction Manager, Architect) and any of their respective agents, servants and employees against any liability, loss, claims, demands, suits, costs, fees and expenses whatsoever arising from bodily injury, sickness, disease (including death resulting there from), of any persons, or damage or destruction of any property, including loss of use, arising out of or in connection with the performance of any work relating to this Subcontract, including extra work assigned to the Subcontractor, based upon any act or omission, negligent or otherwise, of (a) the Subcontractor or any of its agents, employees or servants, (b) any subcontractor, supplier or material men of the Subcontractor or any agents, employees, or servants thereof, (c) any other person or persons.

The obligations of indemnification contained herein shall exclude only those matters in which the claim arises out of the sole negligence of the (General Contractor, Construction Manager, Architect) or any of their respective agents, employees or servants.

ARTICLE 7

WARRANTY. Subcontractor warrants its work against all deficiencies and defects in material and/or workmanship and agrees to satisfy same without cost to General Contractor for a period of one (1) year from the date of Substantial Completion of the Project or per Subcontract Documents, whichever is longer.

ARTICLE 8

SAFETY. The prevention of accidents on or in the vicinity of its Work is the Subcontractor's responsibility, even if General Contractor establishes a safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the General Contractor, including, but not limited to, requirements imposed by the Subcontract Documents. Subcontractor shall comply with the reasonable recommendations or insurance companies having an interest in the Project, and shall stop any part of the Work in which General Contractor deems unsafe until corrective measures satisfactory to subcontractor have been taken. General Contractor's failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of the responsibility there for. Subcontractor shall notify General Contractor immediately following any accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the General Contractor.

Subcontractor shall indemnify General Contractor for fines, damages or expenses incurred by the General Contractor because of the Subcontractor's failure to comply with safety requirements any amounts due or to become due the Subcontractor. The Subcontractor shall satisfy itself as to the safety of any facility,



equipment or conveyances placed on the project by the General Contractor when used by the Subcontractor, and shall assume the entire responsibility for liability for any bodily injury (including death) to any person or of injury to and property occasioned by such use.

ARTICLE 9

CLEANUP. The Subcontractor shall follow the General Contractor's cleanup and safety directions, and (a) at all times keep the building and premises free from debris and unsafe conditions resulting from the Subcontractor's Work; and (b) broom clean each work area prior to discontinuing work in the same. If the Subcontractor fails to immediately commence compliance with clean up duties within twenty-four hours after written notification from the General Contractor of noncompliance, the General Contractor may implement such cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor.

ARTICLE 10

INITIAL DISPUTE RESOLUTION PROCESS. If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any binding dispute resolution procedures.

BINDING DISPUTE RESOLUTION. If the matter is unresolved after submission of the matter to mediation, the Subcontractor and General Contractor shall submit the matter to arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties. The costs of any binding dispute resolution procedures shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute. The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

ARTICLE 11

Liquidated damages may apply at \$100.00 per calendar day for each day beyond the scheduled completion date. The Housing Authority will consider explanatory information if it provides a valid reason for delays in schedule and may choose to waive liquidated damages if deemed applicable.

ARTICLE 12

The Bidder certifies by bid submission that it is not included on the list created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

ARTICLE 13



Subcontractor will, in providing labor for the Project, comply with the provisions of the Tennessee Lawful Employment Act, including without limitation maintaining and making available for inspection by Subcontractor and General Contractor, as they may deem necessary, appropriate Form I-9's for all employees assigned to the Project. Subcontractor must not knowingly utilize the services of illegal immigrants in the performance of a subcontract for good or services.

SPECIAL CONDITIONS:

1. **General Contractor - Johnson City Housing Authority** enforces a zero tolerance Drug Free Workplace. Subcontractors are required to also comply accordingly.
2. The Subcontractor shall furnish all equipment, and tools required to perform services stated in this Subcontract.
3. All state and local permits are a part of this Subcontract and shall be furnished by the Subcontractor.
4. Subcontractor is responsible for temporary power and water however JCHA may provide such items if readily available.
5. Time is of the essence in this subcontract. Any penalties assessed, as a result of time delays on this project will be passed on to the Subcontractor responsible for the delays and the completion of this Subcontract.
6. Certificates of insurance and W-9 form must be in General Contractors possession before any work begins.
7. Invoices may be submitted monthly for work properly performed and/or at project completion. Retainage will be applicable if deemed necessary by General Contractor.
8. Before work begins, and in order for the first application for payment to be processed, the subcontractor must have furnished:
 - A. Insurance Certificate's in accordance with Article 5 regarding:
 1. General Liability
 2. Comprehensive Automobile Liability
 3. Worker's Compensation

Limits shall be in the amount specified in the general conditions of the contract between the General Contractor and **Subcontractor**.

B. Performance and payment bonds, if required, on the face of the Subcontract.

C. Subcontractor's application for payment.

1. Form of application supplied by General Contractor - Johnson City Housing Authority unless approved otherwise by General Contractor.
2. In the event the subcontract amount exceeds \$10,000, the approved breakdown schedule of values showing various materials by type, identifying stored materials, and/or segments of the work totaling the full amount of the subcontract may be required by General Contractor. The schedule of values shall include a line item value for preparation of operation and Maintenance Manuals and As-Built Drawings if applicable as determined by General Contractor.

D. Safety Data Sheet (SDS) for material placed on the job during the current month and those expected within the next month as applicable.

E. Signed acknowledgement copy of the subcontract.

F. Subcontractor to furnish a copy of business license and/or subcontractor's license as applicable.



9. **General Contractor - Johnson City Housing Authority's** Project Managers' are Adam Warren and Dwight Harrell.
10. No extras will be accepted unless covered by a fully executed Change Order to this subcontract.
11. All subcontractors shall comply with OSHA safety requirements. Any subcontractor OSHA violation fee is to be paid by subcontractor.
12. Shop drawings and submittals shall be submitted within 3 weeks of receipt of the subcontract in order to meet the construction progress schedule, if applicable.
13. All correspondence, instruction, questions, etc. shall be sent through **General Contractor - Johnson City Housing Authority**.
14. The project schedule is based on a 5-day work week at 8 hours per day, however extended days and/or hours are permitted (and maybe necessary) with **General Contractor - Johnson City Housing Authority's approval**. All subcontractors are required to adhere to project work schedule.
15. Project Meetings: Project Manager may hold periodic project meetings to discuss applicable scope of work and/or progress with applicable subcontractors. Meeting schedules will be announced in advance and Project Superintendents will be expected to attend.
16. Comply with Executive Order 11246 regarding Equal Employment Opportunity
17. Comply with a Drug-Free Workplace in accordance with Federal and/or State guidelines
And provide certification through contract signature or other forms, as provided by Housing Authority.
18. Comply with the latest building codes, state and federal laws, relative to public works subcontracts including the American with Disabilities Act.
19. Comply with Section 3 of the HUD act of 1968 and encourage utilization of Minority and Women Business Enterprises as feasible. HUD form HUD 5370-EZ and HUD Table 5.1 of HUD Handbook No. 7460.8 rev-2, incorporated by reference at www.hud.gov
Davis Bacon wage rates apply to this project.
20. Subcontractor agrees to abide by requirements set forth by applicable funding agencies, such as Tn. Housing Development Agency (THDA) and Federation of Appalachian Housing Enterprises, Inc. (FAHE) including the following mandated contract clause:
The sub-grantee, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
21. Subcontractor agrees to abide by THDA's "Federal Construction Requirements" as noted on THDA's 2024-2 HOME Rental Development Round Program on THDA's website www.thda.org and includes Section 3 requirements that ensures employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low-and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.
22. Bid Results may be posted on JCHA's website after bid opening.



SECTION 6- NOTICE TO BIDDERS

In a **sealed 10" x 13" envelope**, clearly marked with the Outer Bid Envelope Information (Section 7) provided, **each bidder is to complete and provide the following:**

1. Bid / Price Form (SECTION 2). Information is to be filled in on all pages of this Form.
2. A completed *Representations, Certifications, and Other Statements of Bidders* (form HUD 5369-A), (SECTION 9).
3. Bid Bond for bids over \$100,000 (5% of the total Contract Amount) ****Note**** Bid bonds cannot be business or personal checks.
4. Current Certificates of Insurance for Workman's Compensation, Liability, and Automobile coverage.
5. A signed "Non-Collusive Affidavit" form (SECTION 8).

NOTE: Failure to provide the above-listed documents, *properly executed*, may render the bid non-responsive and a contract may not be awarded.

IF APPLICABLE-All bidders must be licensed Contractors in the State of Tennessee as required by the Contractors' Licensing Act of 1994 (TCA Title 62, Chapter 6), as revised. The sealed envelope containing the bid must provide the following information: The Subcontractor's name, address, license number, expiration date, license classification and license limits. Failure of any bidder to comply therewith may void such bid. See "Outer Bid Envelope Information" within this packet.



SECTION 7 - OUTER BID ENVELOPE INFORMATION

Date _____

**Bid Documents
for
Johnson City Housing Authority
Johnson City, Tennessee**

**INVITATION FOR BID:
Curbs & Gutters/Paving, E. Myrtle Court Ph. 2**

**Bid Opening:
7/29/2026 / 3:00 p.m. EST**

Bidder's Company Name _____

Bidder's Address _____

State Contractor's License Number (IF APPLICABLE) _____

Classification (IF APPLICABLE) _____

Expiration Date (IF APPLICABLE) _____

\$ Limit of License (IF APLICABLE) _____

Note: This page will be furnished to each bidder and shall be taped to the bid envelope. All blanks to be filled in.

End of Outer Bid Envelope Information



SECTION 8 – Non-Collusive Affidavit (Return with Bid)

State of _____

County of _____

_____, being first duly sworn, deposes and says:

That he/she is _____

The party making for foregoing proposal or bid, that such proposal or bid is genuine and not collusive or; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any matter, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

(Bidder, if the bidder is an Individual)

(Partner, if the bidder is a Partnership)

(Officer, if the bidder is a Corporation)

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

My Commission Expires: _____



SECTION 9 - Representations, Certifications, and Other Statements of Bidders
(form HUD-5369-A) (RETURN WITH BID)

IFB: Curbs & Gutters/Paving, E. Myrtle Court Ph. 2



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

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

x- [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. 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)



SECTION 10 - General Contract Conditions
(form HUD-5370-EZ)

IFB: Curbs & Gutters/Paving, E. Myrtle Court Ph. 2



General Contract Conditions for Small Construction/Development Contracts

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

See Page 7 for Burden Statement

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

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

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

4. Default

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

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

5. Termination for Convenience

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

6. Insurance

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

- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 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 \$ 1,000,000 [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

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

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

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

8. Changes

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

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

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

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

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

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

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

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

14. Labor Standards - Davis-Bacon and Related

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

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

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

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

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

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

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

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

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

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

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
(B) A contracting agency for its procurement costs;
(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

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

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

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

Basic record requirements—(A) Length of record

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor

must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

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

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

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

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

been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency

recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) A contracting agency for its procurement costs;

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

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

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

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the

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

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

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

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

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

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

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



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

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

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

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 76. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.



SECTION 11 – Davis Bacon Wage Rates

IFB: Curbs & Gutters/Paving, E. Myrtle Court Ph. 2



6/24/26, 10:58 AM

SAM.gov

"General Decision Number: TN20260026 05/18/2026

State: Tennessee

Construction Types: Residential

Counties: Tennessee Counties of
Carter, Hawkins, Sullivan, Unicoi and
Washington

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

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUTN2009-025 09/10/2009

	Rates	Fringes
ROOFER, INCLUDES SHAKE & SHINGLE ROOFS.....	\$ 10.25	0.00
PLUMBER.....	\$ 17.50	0.00
OPERATOR: BACKHOE.....	\$ 13.17	0.00
LABORER: LANDSCAPE.....	\$ 12.33	0.30
LABORER: COMMON OR GENERAL.....	\$ 8.66	0.00
ELECTRICIAN.....	\$ 18.52	2.32
CEMENT MASON/CONCRETE FINISHER.....	\$ 16.00	0.00
CARPENTER.....	\$ 12.50	0.00
BRICKLAYER.....	\$ 12.72	0.00

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

=====

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or

<https://sam.gov/wage-determination/TN20260026/1>

1/4



6/24/26, 10:58 AM

SAM.gov

extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 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) (iii)).

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

Survey Rate Identifiers

The ♦SU♦ identifier indicates that either a single non-union

<https://sam.gov/wage-determination/TN20260026/1>

2/4



6/24/26, 10:58 AM

SAM.gov

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

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

State Adopted Rate Identifiers

The ◆SA◆ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ◆SA◆ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage



6/24/26, 10:58 AM

SAM.gov

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

=====

END OF GENERAL DECISION

"



U.S. Department of Labor Wage and Hour Division Washington, DC 20210

September 24, 2025

Alfreida S. Doe
U.S. HUD Region IV
Five Points Plaza Building
40 Marietta Street,
Atlanta, GA 30303
Alfreida.S.Doe@hud.gov
mmarkland@jchousing.org

RE: Project/Contract No: 25-038 Fairview Apartments
Wage Decision No: TN20240026-Mod-0
Location: Washington County, Tennessee
WHD No: FY25- 37099

Dear Alfreida Doe:

This is in response to your request proposing the addition of classifications and wage rates to the above wage decision in accordance with 29 CFR 5.5(a)(1)(iii).

The proposed additional classifications and wage rates are:

<u>Proposed Classification</u>	<u>Proposed Basic Hourly Rate</u>	<u>Proposed Fringe Benefits</u>
Painter	\$17.75	\$0.00
Floor Installer	\$17.75	\$0.00
Drywall Installer	\$17.75	\$0.00
Drywall Finisher	\$18.25	\$0.00
HVAC Mechanical Technician	\$18.25	\$0.00
Abatement Worker	\$17.75	\$0.00
Demolition Worker	\$17.75	\$0.00
Pipefitter	\$20.00	\$0.00
Communications Technician	\$17.75	\$0.00
HVAC Duct Technician	\$17.75	\$0.00
Truck Driver 1 and 2 axles	\$17.75	\$0.00
Truck Driver 3 or axles	\$18.25	\$0.00
Excavator Operator	\$17.75	\$0.00
Track hoe Operator	\$17.75	\$0.00
Dozer Operator	\$17.75	\$0.00
End Loader Operator	\$17.75	\$0.00
Grading Compactor	\$18.25	\$0.00
Off Road Hauler	\$18.25	\$0.00



Grader	\$18.25	\$0.00
Crane Operator	\$18.25	\$0.00
Paver Operator	\$17.75	\$0.00
Spreader Operator	\$17.75	\$0.00
Milling Operator	\$17.75	\$0.00
Bobcat Operator	\$17.75	\$0.00
Skid Steer Operator	\$17.75	\$0.00
Tractor Operator	\$17.75	\$0.00
Roller Operator	\$17.75	\$0.00
Blaster	\$20.00	\$0.00
Ironworker	\$18.25	\$0.00

Your requested classifications and wage rates are **approved** and conformed to wage determination number TN20240026 Mod 0. The conformed wage rate shall be paid to all workers performing work in this classification under this contract from the first day on which work is performed.

Your request has been conformed consistent with All Agency Memorandum 213 &233 ([SAM.gov | Wage Determinations](#)) which describes the conformance process in detail. For additional guidance, please follow the link [WHD Davis-Bacon WD Conformance Request Guide, Sep. 2021](#). This guide will provide relevant information regarding the conformance process and wage determinations in general. Any requests for appeal of the conformance decision must be made within thirty (30) days from the date of this letter. Please email the appeal letter to DBABCWDAppeal@dol.gov.

If you have any questions or concerns regarding this conformance request, please contact Chiquita Rhodes via email at rhodes.chiquita@dol.gov.

Carola Díaz

Sincerely,

Carola Díaz, Section Chief
Branch of Construction Wage
Determinations (202) 655-0971
Diaz.Carola@dol.gov

C.c. Mark S. Markland, Johnson City Housing Authority. mmarkland@jchousing.org