



HALLWAY FLOORING REPLACEMENT

Taylor Street Plaza



PROJECT MANUAL

November 17, 2020

RFP20-076

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Notice is hereby given that the Housing Authority of the County of DeKalb will receive proposals until 3:00 p.m., local time, on December 4, 2020 for the following project:

HALLWAY FLOORING REPLACEMENT
Taylor Street Plaza
Housing Authority of the County of DeKalb
DeKalb, Illinois

Prime contract work proposals are desired for total construction of the work as described in the specifications and drawings on file and available to contractors at the offices of the Housing Authority of the County of DeKalb, 310 North 6th Street, DeKalb, Illinois 60115.

Proposals shall be submitted to the office of the Owner via fax (815-758-4190), mail, hand delivered, or e-mail (rbourdages@dekcohousing.com) on or before the date and time established above.

PRE-BID SITE VISIT/ACCESSIBILITY

In order to facilitate site examinations, the Owner will be available to accompany bidders starting at 10:00 a.m.-3:00 pm (local time) on November 23, 2020, at the Taylor Street Plaza 507 E Taylor Street DeKalb IL 60115

This is the only time the interiors of the building will be available for inspection during the bid period. Contact the Owner to confirm attendance at (815) 739-0010, (Randy Bourdages).

Each bidder shall make a careful examination of the plans and specifications, visit the site of the proposed construction and acquaint himself with all the conditions before submitting his proposal. He or she will be held responsible for any all errors in his proposal resulting from his failure to make such examination. No "Request for Extras" will be entertained because of the bidder failing to examine the plans and specifications and inspecting the sites. Any discrepancies between actual field conditions and work specified in contract documents shall be brought to the written attention of the Architect prior to bidding. The Contractor shall be responsible to verify all conditions and dimensions and be responsible for this work conforming to existing conditions.

PROPOSAL FORM

Proposals shall be submitted using the attached proposal form a complete project.

The Housing Authority of the County of DeKalb reserves the right to reject any or all proposals, to award the contract to the lowest, responsible and most responsive offerer and to waive any formalities or irregularities in the proposals received. No proposal shall be withdrawn for a period of sixty (60) days subsequent to the receipt of the proposals without the consent of the Housing Authority of the County of DeKalb. The Housing Authority of the County of DeKalb reserves the right to award a contract in the best interest of the Housing Authority.

PROPOSAL FOR CONSTRUCTION

HALLWAY FLOORING REPLACEMENT PROJECT
Taylor Street Plaza
Housing Authority of the County of DeKalb
DeKalb, Illinois

The Contractor is required to submit a proposal for flooring replacement, providing all labor, tools, equipment and material for a complete job.

Base Bid..... \$ _____

Alternate No. 1.....Add \$ _____

Alternate No. 2.....Add \$ _____

Project will be completed within Calendar Days from
Acceptance of Proposal

Acknowledge receipt of Addendum (Addenda) and Clarification(s).

The following addenda have been received and are hereby acknowledged, and their execution is included in the above proposal amount:

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

Clarification No. _____, Dated _____ Clarification No. _____, Dated _____

Company Name & Address:

Signature _____

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____

Notary

My Commission Expires: _____, 20 ____

Accepted by

Randy J. Bourdages, Procurement Manager
Housing Authority of the County of DeKalb

Date

SPECIFICATIONS

HALLWAY FLOORING REPLACEMENT
Taylor Street Plaza
Housing Authority of the County of DeKalb
DeKalb, Illinois

November 17, 2020

1. GENERAL REQUIREMENTS

Summary of Work: The Project includes furnishing all labor and materials to complete all work as shown and described in Appendix A and as herein specified. Complete all work in accordance with the drawings, specifications, building codes, government regulations, and commonly accepted trade scope and practices.

General Conditions:

General Conditions of the Contract for Small Construction, HUD-5370-EZ (03/20) are hereby made a part of the Contract Documents. Refer to Appendix B.

Contractor's Insurance: Before commencing work the Contractor and each subcontractor shall provide certificate of insurance showing the following insurance in force (See Appendix D; Sheet No. 1).

All insurance policies carried by the Contractor shall be Occurrence Form policies.

All such policies and insurance shall name the Owner and Architect as additional insureds as pertains to work performed at this project and certificates endorsing the same shall be forwarded to each party. Certificate of Insurance form shall be the latest edition of Acord Form 25 or Acord Form 25-S. Contractor's insurance shall be primary and non-contributory and Contractor's policies and certificates of insurance shall include such language. Contractor will require all subcontractors to provide certificates of insurance evidencing the same coverage and limits of liability required of the contractor.

Subrogation Clause: A waiver of subrogation in favor of the Owner must be included on all of the Contractor's policies. These policies shall not be invalidated should the insured waive in writing, prior to a loss, any and all such rights of recovery against any party for any loss occurring to the property described herein.

The types and amounts of insurance to be provided for by the Contractor shall be adequate for this project. However, the following are minimums unless agreed to in writing by the Owner:

Workers' Compensation Insurance:

The Contractor shall provide workers' compensation and occupational disease insurance including employer's liability. Such policy shall specifically include coverage in the state in which the work is to be performed. The employer's liability limit shall be a minimum of:

Bodily Injury by Accident \$100,000 Each Accident
Bodily Injury by Disease \$500,000 Policy Limit
Bodily Injury by Disease \$100,000 Each Employee

The Worker's Compensation policy shall contain the following endorsement, unless specifically

“Whereas Contractor may undertake to perform work for the Owner; and whereas, said Owner may exercise some degree of jurisdiction or control over the employees of Contractor engaged in such work, it is agreed that, subject to the conditions and limitations of this policy, said Owner is named as an additional insured employer under this policy, but only as respects employees of Contractor whose names appear on the payroll records of Contractor while performing such work for said company.”

General Liability Insurance:

The Contractor shall maintain a commercial general liability form of insurance with minimum limits (or higher limits if required by the umbrella liability carrier to satisfy underlying requirements) of:

\$2,000,000 General Aggregate (Per Project Aggregate Endorsement)
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal & Advertising Injury
\$1,000,000 Each Occurrence

General Liability Insurance to include the Owner as additional insured, including products/completed operations, on a primary / non-contributory basis. Additional insured coverage to be provided under CG2010 11/85 or an equivalent endorsement.

Commercial General Liability Insurance shall include:

- 1) Coverage for Contractor's Operations.
- 2) No exclusion for work performed by subcontractors.
- 3) Contractual Liability Coverage at least as broad as coverage provided under ISO CG001 12/07.
- 4) Coverage for explosion, collapse, and underground hazards.

Products / completed operations coverage shall be maintained for at least three (3) years following the issuance of the Certificate of Substantial Completion. A Certificate of Insurance shall be provided to the Owner each year as proof of continuation of coverage. During the aforementioned period, should the Contractor's coverage terms and conditions change, the Contractor must notify the Owner prior to any such change. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness to the Owner.

Automobile Liability Insurance:

Contractors shall maintain comprehensive automobile liability insurance with minimum limits of \$1,000,000 (Combined Single Limit) BI/PD each accident. The automobile liability insurance must include coverage for all owned, non-owned, and hired automobiles.

Umbrella Liability Insurance:

An umbrella policy shall be furnished in the minimum amount of \$1,000,000. Umbrella Liability Insurance to include Owner as additional insured with same coverage and conditions as the underlying general liability additional issued coverage.

Aircraft Liability Insurance:

If any aircraft is to be used by the Contractor in connection with this contract either as a conveyance to or from the location of the job site or for use in the course of construction, liability insurance in amounts acceptable to the Owner shall be obtained by the Contractor and this liability coverage shall be shown on the insurance certificate.

Builder's Risk/Property Insurance

Property/Builder's Risk Insurance: The Contractor and its subcontractors are not required to have a Builder's Risk Insurance referred on HUD Form 5370-EZ, "General Contract Conditions for Small Construction Development Contracts", Clause 6, but shall either maintain an "insurance floater" as part of general liability insurance coverage which shall include, but not be limited to perils of fire, lightning, theft, vandalism, malicious mischief, collapse, false work, and damages by construction activities to material and equipment stored on site until substantial completion by the Owner, water damage from bursting pipes, and theft of building materials from the job site upon the modernization/renovation which is the subject of this contract. Coverage shall extend to materials stored off site and in route to the site, purchased solely for named project.

Coverage shall include items of labor and materials connected therewith whether in or within 100 feet of the structure insured, materials in place or to be used as part of the permanent construction, including surplus materials, protective fences, bridges, temporary structures, miscellaneous materials and supplies incidental to the work, and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of the work.

The policy shall insure the Owner and shall also include the interest of the Contractor, subcontractors, and sub-subcontractors during course of construction until completed and accepted by the Owner. Coverage shall not be voided by partial occupancy until the work is completed and accepted by the Owner.

Loss, if any, is to be adjusted both with and payable to the Owner as trustee for the insured's as their interest may appear, except in such cases as may require payment of all or a portion of such insurance to be made to the mortgagee, as his interest may appear. The Contractor shall pay any deductibles.

Exclusions: The insurance does not cover any tools owned by mechanics or any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor (the capital value of which is not included in the cost of the work) or contractor's sheds or other structures that are erected for housing the workmen.

Proof of Carriage of Insurance:

Neither the Contractor nor any Sub-Contractors shall commence work under this contract until he has obtained all insurance required, as specified herein, and has filed two (2) certificates of insurance described herein (certificates required from Contractor and all Sub-Contractors), evidenced in the carriage of insurance and the requisite amounts placed with satisfactory carriers (Best Rating of A or better) licensed in the State where the work is to be performed, and countersigned by a resident in that State. The certificate should also show evidence of coverage for explosion, collapse, and underground liability, as well as Independent Contractor's liability.

Should any coverage approach expiration during the contract period, it shall be renewed prior to its expiration and certificates again filed with the Owner. Said certificates are to contain the following:

"It is hereby agreed the Owner will be notified thirty (30) days previous to the cancellation of any insurance, material alteration, and for election not to renew."

All insurance shall be maintained in full force and effect until the contract has been fully and completely performed.

All such policies and insurance shall name the Owner and Architect as an additional insured as pertains to work performed for this project and a copy of the additional insured endorsement must be attached to the Certificate of Insurance being provided to the Owner.

Any failure on the part of the Owner to pursue or obtain the Certificate of Insurance required from the Contractor and/or failure of the Owner to point out any non-compliance of such certificates of insurance shall not constitute a waiver of any of the insurance requirements nor relieve the Contractor of any of its obligations or liabilities required under this Contract.

Owner's Insurance:

The Owner shall be responsible for and at their option may maintain such insurance that will protect them from their contingent liability to others for damages because of bodily injury and property damages which may arise from operations under any contracts that may be awarded as specified herein.

Field Measurements: Each Contractor or Subcontractor shall obtain his own lines and/or grades and be responsible for the same.

Adjustment to Building Conditions: Contractor must obtain written consent of the Owner for any changes. Any change necessary to pass immovable obstructions shall be made by the Contractor without additional cost.

Anchor Bolts, Sleeves, etc.: Shall be set by Contractor requiring their use. Sleeves to be sealed by same as required by Local and State Codes.

Correlation, Intent and interpretation: The specifications, drawings and directions furnished by the Owner are intended to cooperate and agree. The drawings and specifications shall be interpreted by the Owner according to spirit and intent of same, without any extra charge whatsoever. If any discrepancies or variations appear between any of the drawings or specifications, such discrepancies shall be interpreted by the Owner, who shall have the right to correct them as necessary for proper fulfillment of their intention. Specifications take preference over plans; detailed drawings take preference over general sections.

Anything shown on the drawings and not mentioned in the specifications or vice versa, must be furnished by the Contractor without extra compensation. Furthermore, if any material or work is required which is absolutely necessary to carry out the full meaning and intent of the drawings and specifications, the Contractor hereby agrees to consider and allow for the same as fully as if they are so noted, and to perform the work without extra charge or claim for extra compensation for a complete installation and operation systems.

Drawings: Drawings are not to be scaled; written dimensions will govern in all cases. Field verify all dimensions and sizes. Field verify all scope of work required.

Colors: All colors (including prefinished material) will be as selected by the Owner or as designated on drawings.

Substitutions: No substitutions will be allowed nor accepted for all specified items unless approved in writing by Owner prior to submission of proposals.

Codes: All work shall be done in complete accordance with all applicable federal, state, and local codes.

Submittals: Submittals shall consist of one (1) complete set of shop drawings and one (1) complete copy of all literature with items to be used highlighted. One (1) copy will be returned. Submit product data of items furnished as a part of this contract and as noted on the drawings.

Permits or Fees: Each Contractor shall obtain and pay the fees for all permits and inspections as required for their work by the governing bodies. Each Contractor shall arrange for all required inspections of work and submit documentation to the Owner that they have been done. The General Contractor shall obtain the Occupancy Permit. **NO PERMITS REQUIRED FOR THIS PROJECT.**

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Project Hours: Contractor shall perform all on site work between the hours of 8:00 a.m. and 5:00 p.m. Monday thru Friday, excluding official state holidays.

Parking: Parking arrangements shall be arranged with the Housing Authority prior to the initiation of work. If deemed necessary, construction vehicles may be required to park off site.

Cleaning Up: The Contractor shall be responsible for removing temporary protections. Site must be kept clean and all refuse removed at the end of each day.

Signs: No construction signs will be allowed.

Occupational Safety and Health Act: Compliance with the Occupational Safety and Health Act of 1970, as amended, is the responsibility of the Contractor. Additionally, the Contractor is responsible for compliance with the requirements of the Hazardous Communications Act.

Lifting Devices and Hoisting Facilities: Shall be provided by Contractor. Proper bracing and safety equipment is required. Contractor may use elevator; however, he must protect it from damage.

Enclosed Walks, Barricades, Warnings, etc.: Shall be provided and maintained by Contractor. The tenants, employees and consultants of the Owner shall always be protected from overhead work.

Temporary Facilities:

Sanitation and Toilets: Use of toilets within the building shall be allowed.

Telephone Service: Shall be provided by Contractor.

Temporary Light: Shall be provided by Contractor.

Storage Facilities: Shall be provided by Contractor. Location available on-site.

Water and 110v Power: Shall be provided by Owner.

Sales Tax Statement: All Materials purchased by the Contractor and/or Subcontractor for construction, which becomes affixed to the realty, WILL NOT BE SUBJECT TO STATE SALES TAX.

Tax Exempt No.: E9980-0802-05.

Warranties and Guarantees: The Contractor shall guarantee the quality of construction for a period of one year against defects in workmanship and materials. The Contractor will, at his own expense, make any and all repairs that may be necessary as a result of defects in workmanship and/or materials supplied by the Contractor. The guarantee period shall begin on the Date of Substantial Completion of the project as identified on "Statement of Substantial Completion - Request for Inspection," latest edition. The Contractor's guarantee for construction shall be submitted to the Owner on the Contractor's company letterhead.

Record Drawings: At the completion of the project, Contractor shall submit two (1) complete sets of "as-built" drawings, which highlight in red all changes which deviate from original contract documents.

Wage Reporting: For each week during the Contract period submit report on all wages paid to all workers (including subcontractors) on form WH-347 (Certified Payroll) to the Owner. Refer to Appendix C for Wage Decision.

Schedule of Values: Before the first Application for Payment, the Contractor shall submit a schedule of values allocated to the various portions of the work, prepared on Application of Certificate of Payment (provided by Owner) and supported by such data to substantiate its accuracy as the Owner may require. This schedule shall be used only as a basis for the Contractor's applications for payment.

“Or Equal”: Where the phrase “or equal”, or “or equal as approved by the Owner” or “or Owner approved equal” occurs in the Contract Documents, do not assume that material, equipment or methods will be approved as equal by the Owner unless the item has been approved for this work in writing by the Owner.

If “equal” products are permitted by the Contract Documents, submit all relevant technical information necessary to evaluate said products versus the specified products to the Owner a minimum of ten (10) days prior to the bid due date.

Final Payment: Payment will be paid thirty (30) days after the following:

- A. Upon completion of the work, the Contractor shall file a statement with affidavit attached, certifying that all work has been done in accordance with the terms of the contract and as described and set forth in the contract documents, to the best of his knowledge and belief, and that all claims for materials, labor and equipment, or any work performed by subcontractors, has been fully paid. This shall be known as an “Affidavit of Completion”, (Refer to Appendix D; Form D-2).
- B. Final inspection and acceptance of the work by the Owner.
- C. Submit Close-Out Documents (refer to Appendix D) as follows: Contractor’s Certificate of Guarantee (D-3), Letter of Release (D-4), form of Contractor’s Certificate of Release (D-5, D-6) and Record Drawings.

Progress Payment: The Owner will pay the value of work performed and for materials suitably stored on site. There will be four (4) progress payment at approximately 25% of the project completion. Equites to four (4) floors completed and approved by Contracting Officer.

Liquidated Damages: The Contractor is responsible for completing the project within the time established in the Construction Contract, unless time extensions are authorized by the Owner and documented via executed Change Order. If the work is not completed by the Contract date, the Contractor shall be liable for liquidated damages resulting from such un-excused delays.

Liquidated damages shall be assessed at a rate not to exceed \$50.00 per day for each day the Contract time exceeds that set forth in the Agreement. These liquidated damages are payable to the Owner on demand and the Owner may, at its option, be paid from any retainage owed to Contractor on the job, whether held in escrow or not, or retain the amount of such damages from any additional payments which Contractor is otherwise entitled to receive under this Agreement.

Liquidated damages shall reflect monetary losses by Owner as a result of the failure by Contractor to complete the work by the Contract date. The Owner will review the total amount of liquidated damages being assessed and will advise the Contractor as to his opinion whether the amount of damages established by the Owner is reasonable.

Contractor agrees that the maximum liquidated damages amount established herein is reasonable. Contractor further agrees that it will pay assessed liquidated damages to Owner upon request together with Owner's costs of collection, including but not limited to its attorney's fees and expenses.

Adjustments to the Contract: The Contractor may include equitable percentage of profit in his proposal for changes to the contract price. But in no case shall the profit requested exceed the following, unless the Contractor demonstrates entitlement to a higher percentage:

	<u>Indirect Cost</u>	<u>Profit</u>	<u>Commission</u>
To Contractor on work performed by other than its own forces --	0%	0%	10%
To first tier subcontractor on work performed by its subcontractor --	0%	0%	10%
To Contractor and/or the sub-contractor for that portion of the work performed with their respective forces –	5%	10%	0%

Not more than four percentages will be allowed regardless of the number of tier subcontractors. The contractor shall not be allowed a Commission on the profit received by first tier subcontractor.

2. FLOORING MATERIALS

Job Requirements:

Furnish and install all **Mannington Carpet Tiles** with the product name **Portela** and color **Arvba** , and install 4" cove base color selected by the Housing Authority of the County of DeKalb and as herein specified and/or as required for a complete job.

Submittals: One (1) sample shall be provided from the manufacturer's full product line shall be submitted to the Owner for approval. Approvals must be received by the Contractor, in writing, before proceeding with any phase of the work.

Materials:

- A. Carpet Tiles: Manufactured by Mannington Select, or Owner No Substitutions
Protect Name: Portela Carpet Tiles 24x24 Color Arvba 1301
- B. Wall Base: 700 Series Rubber base as manufactured by Roppe Corporation or Owner approved equal. Base shall conform to ASTM F-1861, Type TP, Group 2. Base shall be supplied from coil stock and shall be 4" high x 1/8" thick. Acceptable manufacturers shall be Johnsonite, Burke-Mercer, and Armstrong. Color shall be selected by Owner from manufacturer's standard.
- F. Vinyl Transitions: Shall be furnished and installed, Transitions shall be ADA compliant, "snap down" type with track. Products which meet the specified product as manufactured by Roppe, Johnsonite, and Burke-Mercer may be submitted for approval. There are (10) apartments doors, (2) stairwells doors and (1) electrical closest door. The carpet tiles will butt of against elevator thresholds, so no transition is required.
- D. Cove Base: Shall be furnished and installed, Cove Base Roppe 624 Color Chameleon.
- E. Adhesives: Adhesives for the above materials shall be as recommended by the manufacturer for a commercial installation system.

Installation

- A. Preliminary Work: The Contractor shall inspect all subfloors and floors for any defects as to roughness, cracks, water and structural damage, etc., and will report any defects to the Owner. Before beginning installation, the subfloor and floor shall be free of gouges, depressions and other defects that cause cracking, buckling and an otherwise poor installation and performance. Use appropriate filler as required to provide an appropriate substrate for installation. **All carpeting will be removed by Asbestos Project Management and all floors will have the mastic removed which has been confirmed with asbestos. All existing flooring will be removed thirty days prior allowing for drying time before any new adhesive application is being applied.**
- B. Workmanship: Finished vinyl base shall be installed in strict accordance with the recommendations of the manufacturer so as to produce smooth and even finished surfaces with sections tightly jointed and accurately aligned.
Install base using tight butt joints. Miter inside corners and use pre-molded outside corners. Use only full lengths to 1/2 lengths. Do not use any pieces less than 2U-0" in length. Install using manufacturers approved adhesive and printed instructions.
- C. Cleaning:
 - 1) It shall be the responsibility of this Subcontractor to have the finished resilient floors cleaned not sooner than five (5) days following installation.
 - 2) Vinyl Tile: Clean flooring in accordance with the recommendations of the manufacturer at the completion of the work.

APPENDIX A
Drawing Exhibits

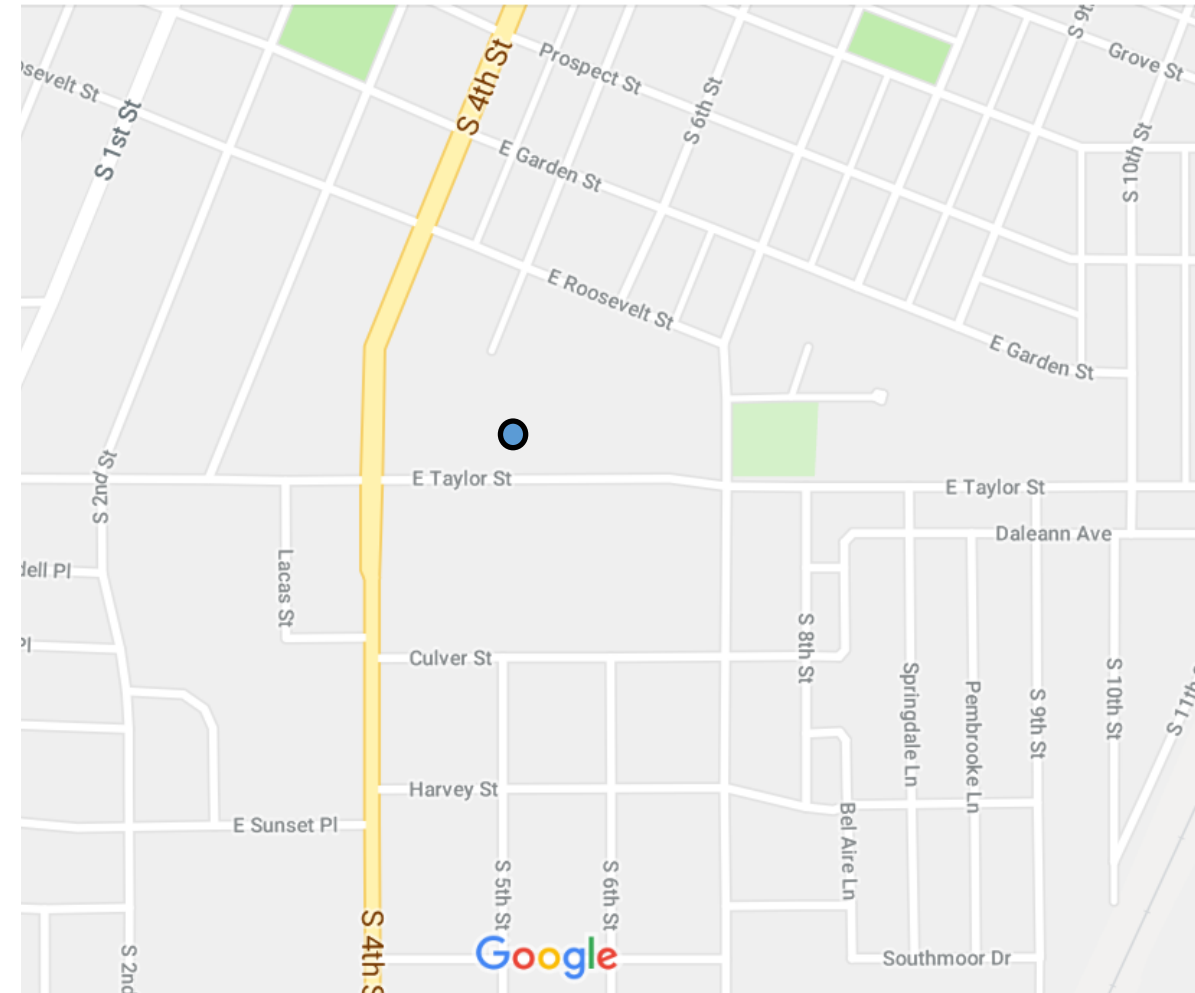
Taylor Street Plaza

Housing Authority of the County of DeKalb

DeKalb Illinois

SHEET NO. A1

Cover

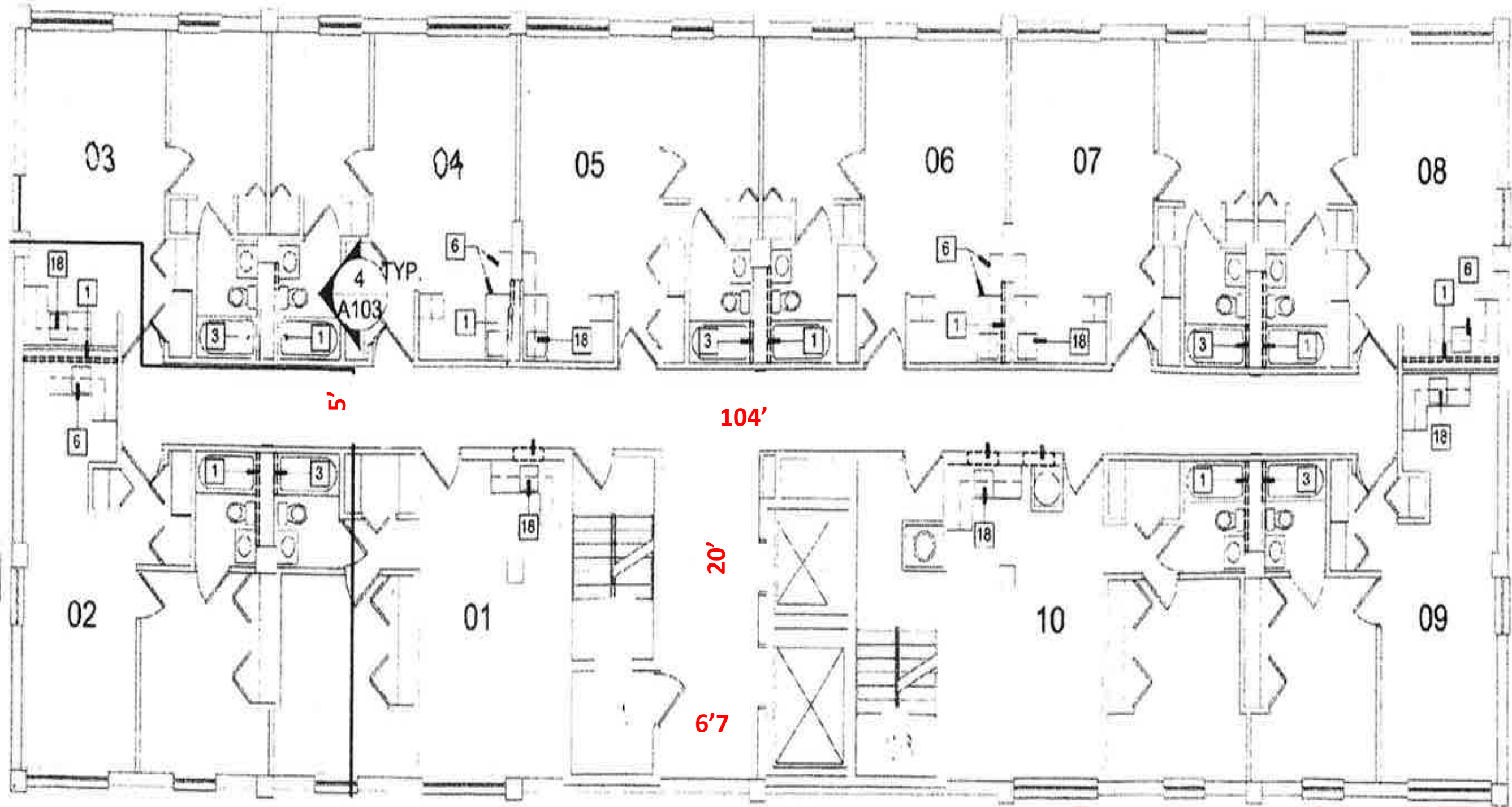


HALLEWAY FLOORS CARPET TILE PROJECT

Taylor Street Plaza



HALLWAY FLOOR MEASUREMENTS
Taylor Street Plaza



Housing Authority of the County of DeKalb Carpet Tile Selection



Manufacturer: **Mannington**
Color/Item: **Portelo Aruba**
SKU No. **1301**

Floors 2-6 & 8-16 (7th Floor was completed after a fire)

14 Floors 7th Floor Cove Base Only

654 SQ. FT Contractor shall confirm measurement prior ordering product

APPENDIX B

HUD General Conditions

GENERAL CONDITIONS

The General Conditions of the Contract for Small Construction, HUD-5370-EZ (10/2006), are hereby made a part of the Contract Documents.

Refer to insert:

HUD-5370-EZ (10/2006) pp. 1-7

APPENDIX C

Wage Requirements

PREVAILING WAGE REQUIREMENTS

- A. Davis Bacon Wage Decision is not required for this job as the funds for this project are coming from reserve funds that are defederalized. Of course, it's in the best interest that a contractor pay the laborer a fair wage.

APPENDIX D Forms

- D-1: Certificate of Liability Insurance**
- D-2: Affidavit of Completion**
- D-3: Contractor's Certificate of Guarantee**
- D-4: Letter of Release**
- D-5 thru D-6: Form of Contractor's Certificate and Release**
- D-6: Application Certificate for Payment**

AFFIDAVIT OF COMPLETION
(type on company letterhead)

I _____ (name _____, President of _____ (company name) _____) certify that all work has been completed in accordance with the terms and Contract Documents for the _____ (type of work as stated in Contract) _____ at _____ (address) _____ by _____ (company name) _____ and further state that, to the best of my knowledge and belief, all claims for materials, labor and equipment, or any work performed by Subcontractors have been fully paid.

(signature)

(name and title)

(name of company)

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

Notary Public

County and State

Authority Expires

CONTRACTOR'S CERTIFICATE OF GUARANTEE
(Submitted on Contractor's Letterhead)
(Original plus 1 copy)

Date

Mr. Randy Bourdages
Capital Project, Contracts & Procurement Manager
Housing Authority of the County of DeKalb
310 North 6th Street
DeKalb, Illinois 60115

RE HALLWAY FLOORING REPLACEMENT
TAYLOR STREET PLAZA
Housing Authority of the County of DeKalb
DeKalb, Illinois

Dear Ms. Bourdages:

In accordance with the contract documents for the above referenced project, we as the General Contractor do herein guarantee the following:

1. All materials, equipment and workmanship are as specified and/or shown on the drawings or as amended by change orders, field orders or Contract modifications.
2. If in the course of one year (or other extended time as specified) from the date of substantial completion, the materials, equipment or workmanship fails to perform in a satisfactory manner, we will correct, repair or replace said materials, equipment or workmanship to perform in a satisfactory manner.
3. Notifications to correct, repair or replace shall be from the owner, in writing to the Contractor.
4. Failure to take appropriate action within seven (7) days after written notification shall be automatic authorization for the Owner to have the corrections made at the expense of the undersigned.

ATTEST _____
(Signature of an Officer of the Contractor)

(Type name and title of signatory)

State of _____ County of: _____

Sworn to and subscribed before me this _____ day of _____ in the year 20____.

Notary Public

My Authority Expires on _____

Notary Seal

LETTER OF RELEASE
(Submitted on Contractors Letterhead)

(Date)

Mr. Randy J. Bourdages
Capital Projects, Contacts & Procurement Manager
Housing Authority of the County of DeKalb
310 North 6th Street
DeKalb, Illinois 60115

RE: HALLWAY FLOORING REPLACEMENT
Taylor Street Plaza
Housing Authority of the County of DeKalb
DeKalb, Illinois

Dear Mr. Bourdages:

As per HUD requirements (7460.8, Rev.-1 1/93) we hereby release and certify to the following:

- (1) The work has been completed in accordance with the Contract Documents (drawings and specifications) including all modifications, field orders and change orders.
- (2) The total and final amount of the construction contract is \$ _____ (original contract plus all change orders).
- (3) The final payment that is due under this contract is \$ _____ and there are no separately stated amounts of any unpaid bills or unsettled claims against the Public Housing Agency or its agents.
- (4) The Public Housing Agency is herein released of all claims except the final payment.
- (5) Wages paid to laborers and mechanics were consistent with the wage rate requirements of the Contract and there are no outstanding claims for unpaid wages.

ATTEST _____
(Signature of an Officer of the Contractor)

(Type name and title of signatory)

State of _____ County of: _____

Sworn to and subscribed before me this _____ day of _____ in the year 20____.

Notary Public

My Authority Expires on _____

Notary Seal

CERTIFICATE AND RELEASE

From: _____, Contractor

To: _____, Owner

Reference Contract entered into the _____ day of _____, _____ between _____

_____ (Owner) of _____ (Address of

Owner) and _____ (Contractor) of _____

_____ (Address of Contractor) for the rehabilitation of property at _____

_____ (Address of Rehabilitated Property).

KNOW ALL MEN BY THESE PRESENT

1. The undersigned hereby certifies that there is due from and payable by the Owner to the Contractor the balance of \$ _____ pursuant to the Contract and duly Approved Change Orders and modifications
2. The undersigned further certifies that in addition to the amount set forth in Paragraph 1, there are outstanding and unsettled the following items, which the Contractor claims are just and due and owing by the Owner to the Contractor:
A. _____
B. _____
3. The undersigned further certifies that all work required under this Contract including the work required under Change Order No.(s) _____, has been performed in accordance with the terms of thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract.
4. Except for the amount stated under Paragraphs 1 and 2 hereof, the undersigned has received from the Owner all sums of money payable to the undersigned under or pursuant to the above mentioned Contract or any modification or change thereof.
5. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does hereby release the Owner from any and all claims arising under or by virtue of the Contract, except the amount listed in Paragraph 2 hereof; provided, however, that if for any reason the owner does not pay in full the amount stated in Paragraph 1 hereof, said unpaid amount shall be automatically included under Paragraph 2 as an amount which the payment of the amount listed in Paragraph 1, hereof, he will release the Owner from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further releases or assurances as the Owner may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this date of

_____, _____.

Company Name

By: _____

Name and Title _____

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

Notary Public

APPENDIX B

HUD General Conditions

GENERAL CONDITIONS

The General Conditions of the Contract for Small Construction, HUD-5370-EZ (10/2006), are hereby made a part of the Contract Documents.

Refer to insert:

HUD-5370-EZ (10/2006) pp. 1-7

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

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

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

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

4. Default

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

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

5. Termination for Convenience

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

6. Insurance

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

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

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

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

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

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

7. Contract Modifications

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

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

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

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

8. Changes

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

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

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

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

(4) Directing the acceleration in the performance of the work.

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

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

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

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

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

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

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

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

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

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

9. Examination and Retention of Contractor's Records

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

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

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

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

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

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

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (b) The classification is utilized in the area by the construction industry; and
- (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

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

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

APPENDIX C

Wage Requirements

PREVAILING WAGE REQUIREMENTS

- A. Davis Bacon Wage Decision is not required for this job as the funds for this project are coming from reserve funds that are defederalized. Of course it's in the best interest that a contractor pay the laborer a fair wage.

APPENDIX D Forms

- D-1: Certificate of Liability Insurance**
- D-2: Affidavit of Completion**
- D-3: Contractor's Certificate of Guarantee**
- D-4: Letter of Release**
- D-5 thru D-6: Form of Contractor's Certificate and Release**
- D-6: Application Certificate for Payment**

AFFIDAVIT OF COMPLETION
(type on company letterhead)

I _____ (name _____, President of _____ (company name) _____) certify that all work has been completed in accordance with the terms and Contract Documents for the _____ (type of work as stated in Contract) _____ at _____ (address) _____ by _____ (company name) _____ and further state that, to the best of my knowledge and belief, all claims for materials, labor and equipment, or any work performed by Subcontractors have been fully paid.

(signature)

(name and title)

(name of company)

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

Notary Public

County and State

Authority Expires

LETTER OF RELEASE
(Submitted on Contractors Letterhead)

(Date)

Mr. Randy J. Bourdages
Capital Projects, Contacts & Procurement Manager
Housing Authority of the County of DeKalb
310 North 6th Street
DeKalb, Illinois 60115

RE: HALLWAY FLOORING REPLACEMENT
Taylor Street Plaza
Housing Authority of the County of DeKalb
DeKalb, Illinois

Dear Mr. Bourdages:

As per HUD requirements (7460.8, Rev.-1 1/93) we hereby release and certify to the following:

- (1) The work has been completed in accordance with the Contract Documents (drawings and specifications) including all modifications, field orders and change orders.
- (2) The total and final amount of the construction contract is \$ _____ (original contract plus all change orders).
- (3) The final payment that is due under this contract is \$ _____ and there are no separately stated amounts of any unpaid bills or unsettled claims against the Public Housing Agency or its agents.
- (4) The Public Housing Agency is herein released of all claims except the final payment.
- (5) Wages paid to laborers and mechanics were consistent with the wage rate requirements of the Contract and there are no outstanding claims for unpaid wages.

ATTEST _____
(Signature of an Officer of the Contractor)

(Type name and title of signatory)

State of _____ County of: _____

Sworn to and subscribed before me this _____ day of _____ in the year 20____.

Notary Public

My Authority Expires on _____

Notary Seal

CERTIFICATE AND RELEASE

From: _____, Contractor

To: _____, Owner

Reference Contract entered into the _____ day of _____, _____ between _____

_____ (Owner) of _____ (Address of

Owner) and _____ (Contractor) of _____

_____ (Address of Contractor) for the rehabilitation of property at _____

_____ (Address of Rehabilitated Property).

KNOW ALL MEN BY THESE PRESENT

1. The undersigned hereby certifies that there is due from and payable by the Owner to the Contractor the balance of \$ _____ pursuant to the Contract and duly Approved Change Orders and modifications
2. The undersigned further certifies that in addition to the amount set forth in Paragraph 1, there are outstanding and unsettled the following items, which the Contractor claims are just and due and owing by the Owner to the Contractor:
A. _____
B. _____
3. The undersigned further certifies that all work required under this Contract including the work required under Change Order No.(s) _____, has been performed in accordance with the terms of thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract.
4. Except for the amount stated under Paragraphs 1 and 2 hereof, the undersigned has received from the Owner all sums of money payable to the undersigned under or pursuant to the above mentioned Contract or any modification or change thereof.
5. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does hereby release the Owner from any and all claims arising under or by virtue of the Contract, except the amount listed in Paragraph 2 hereof; provided, however, that if for any reason the owner does not pay in full the amount stated in Paragraph 1 hereof, said unpaid amount shall be automatically included under Paragraph 2 as an amount which the payment of the amount listed in Paragraph 1, hereof, he will release the Owner from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further releases or assurances as the Owner may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this date of

_____, _____.

Company Name

By: _____

Name and Title _____

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

Notary Public