

# **REQUEST FOR PROPOSALS:**

**Lawn and Maintenance care**

**RFP No. 2020-05**



Housing Authority of the City of Prichard  
200 W Prichard Avenue  
P.O. Box 10307  
Prichard, Alabama 36610

**Board of Commissioners:**

Marshall Hunt, Chairman  
Ronald K. Davis, Vice-Chairman  
Dr. Reginald A. Crenshaw, Sr.  
Bennie H. McConnell  
Charles Pharr

**Zulleka Boykin, Executive Director**  
Gregory L. Harris, Legal Counsel

**September 10, 2020**

September 10, 2020

**General lawn and Maintenance Care (RFP)**

**Table of Contents**

<b>Introduction</b>	<b>3</b>
<b>General Instructions</b>	<b>3-5</b>
<b>HA Reservation of Rights</b>	<b>5-6</b>
<b>RFP Information/ Description</b>	<b>5- 7</b>
<b>RFP Format</b>	<b>7-8</b>
<b>Scoring Thresholds</b>	<b>8</b>
<b>Location of target Property Groups</b>	<b>8-9</b>
<b>Specifications and Scope of Work</b>	<b>9</b>
<b>Exhibit # 1</b>	<b>Sample of Contract</b>
<b>Exhibit # 2</b>	<b>Bld Sheet Page</b>
<b>Exhibit # 3</b>	<b>Insurance requirements</b>
<b>Exhibit # 4</b>	<b>Non-Conclusive Affidavit</b>
<b>Exhibit # 5</b>	<b>Davis – Bacon Act</b>
<b>Exhibit # 6</b>	<b>Instructions to Offerors (HUD Form 5369-B)</b>
<b>Exhibit # 7</b>	<b>General Conditions for Non-Construction (HUD form 5370-C)</b>
<b>Exhibit # 8</b>	<b>NSP-2 Scattered Lots listing</b>
<b>Acknowledgement of E-Verify participation</b>	<b>(On Your letterhead)</b>
<b>Acknowledgement of Section 3 preference or not</b>	<b>(On your letterhead)</b>
<b>Acknowledgement that you have never been debarred by HUD</b>	<b>(letterhead)</b>

## Introduction

The Housing Authority of the City of Prichard (hereinafter, "HA") is a public entity that was formed in 1941, to provide federally subsidized housing and housing assistance to low-income families, within the City of Prichard. The HA is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the HA's procurement policy. Though brought into existence by a Resolution of the State of Alabama and the City of Prichard, it is a separate entity from the State of Alabama and the City of Prichard.

Currently, the HA owns and manages: (a) 4 multi-family apartment complexes totaling 240 units; (b) 2 senior complex, totaling 180 units; (c) 288 single-family homes, a Recreation complex and Administration Building and other listed and unlisted sites. These may be found in the section denoted as "Target property Group".

In keeping with its mandate to provide efficient and effective services, the HA is now soliciting RFP's from qualified, licensed and insured entities to provide General Lawn and Maintenance care services to the HA. All RFP's submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and provide any designated attachments in its entirety.

## REQUEST FOR PROPOSALS FOR LAWN and MAINTENANCE CARE SUPPORT FOR THE HOUSING AUHTORITY OF THE CITY OF PRICHARD

The Housing Authority of the City of Prichard (HACP) is soliciting proposals from qualified contractors with demonstrated professional competence and experience with Lawn Maintenance Care. The (HACP), intends to award two (3) contracts for the services listed herein.

Interested proposers shall furnish one (1) original and three (3) copies of their proposal. Proposers must submit their proposals in a sealed envelope clearly marked "Lawn and Maintenance Care".

Proposals will be received until:

**TIME:** 3:00 P.M.

**DATE:** October 10, 2020

**WHERE:** Housing Authority of the City of Prichard, 200 W Prichard Avenue, Prichard, Alabama

There will be a Pre-Proposal Conference on September 17, 2020 at 11:00 a.m. at the HACP Administrative Office located 200 W Prichard Avenue, Prichard, AL 36610. Questions regarding the proposal should be directed to Zulieka Boykin, Executive Director at [zboykin@prichardhousing.com](mailto:zboykin@prichardhousing.com).

Proposals will not be publicly opened. They will be reviewed and evaluated and all respondents will be notified in writing. HACP will select respondent(s) that are the most advantageous to the authority based on the evaluation criteria stated in the Request for Proposal. HACP reserves the right to negotiate rates and other factors. The successful respondent(s) to whom the award(s) are made will be notified at the earliest practical date.

**Proposals received after the stated date and time will not be considered.**

A Request for Proposal information packet and the project specifications may be picked up at the address stated above or downloaded from our website [www.prichardhousing.com](http://www.prichardhousing.com).

HACP reserves the right to reject any and all proposals, to advertise for new proposals, or proceed to accomplish this work by any means determined to be in the best interest of the Housing Authority of the City of Prichard. Proposals will be weighted on the evaluation criteria stated in the Request for Proposals. Price alone will not be the sole determining criteria in proposal selection.

## **SECTION 1 – GENERAL INSTRUCTIONS TO RESPONDENTS**

The Housing Authority of the City of Prichard (HACP) has issued this to define the minimum service requirements; solicit proposals; detail proposal requirements; contractor requirements; and, outline the process for evaluating proposals and selecting the subsequent Contractor(s).

All Respondents must respond in writing to the RFP and any RFP exhibits, or amendments.

### **1.1 COMMUNICATIONS**

All communications regarding this RFP shall be in writing and must be directed to the following Point of Contact, HACP's only Point of Contact for this RFP.

**Zulieka Boykin, Executive Director**  
**P.O. Box 10307**  
**Prichard, Alabama 36610**

**Fax Number – (251) 452-6149**  
**E-mail Address – [zboykin@prichardhousing.com](mailto:zboykin@prichardhousing.com)**

**NOTICE: Unauthorized contact regarding this RFP with other employees of HACP may result in disqualification from this procurement action.**

- A. Identification Number. HACP has assigned the following identification number that must be referenced in all communications regarding the RFP: **RFP# 2020-05**
- B. Oral Communications. Any oral communications shall be considered unofficial and non-binding with regard to this RFP.
- C. Questions/Clarifications Submission Deadline. The Point of Contact must receive each Respondent's questions no later than September 24, 2020

- D. Delivery Requirement. Each Respondent shall assume the risk of the method of dispatching any communication or proposal to HACP. HACP assumes no responsibility for delays or delivery failures resulting from the method of dispatch.
- E. Reservation of Rights. HACP reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests for clarification.
- F. Amendments. Only HACP's official responses and other official communications pursuant to this RFP shall constitute an amendment to this RFP.
- G. HACP's Communications. Only HACP's official, written responses and communications shall be considered binding with regard to this RFP. HACP reserves the right to determine, at its sole discretion, the method of conveying official responses and communications pursuant to this RFP (e.g., written, facsimile, or electronic mail).

## **HA Reservation of Rights**

- 1.1 The HA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HA to be in its best interests.
- 1.2 The HA reserves the right not to award a contract pursuant to this RFP.
- 1.3 The HA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 1.4 The HA reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 1.5 The HA reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HA Contracting Officer (CO).
- 1.6 The HA reserves the right to negotiate the fees proposed by the proposer entity.
- 1.7 The HA reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.8 The HA shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

- 1.9 The HA shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By obtaining or downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective proposer, of any responsibility pertaining to such issue.

### **EXTERNAL ORGANIZATIONAL CONFLICTS:**

RFP submitters certifies that neither it nor any of its associates including persons who have an interest, direct or indirect in this proposed RFP who during his or her tenure or for one (1) year thereafter are:

- (i) A present or former member or officer of HACP's Board or any member of the officer's immediate family. This prohibition does not include any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policy-making position with the resident corporation, HACP, or a business entity.
- (ii) Any HACP employee who formulates policy or who influences decisions with respect to the HACP project(s) that are connected to this proposed contract, or any member of the employee's immediate family, or the employee's partner.
- (iii) Any public official, member of the local governing body, or State/Territory or local legislator, or any member of such individuals' immediate family.

A member of or delegate to the Congress of the United States of America or a resident commissioner (defined as an individual appointed to oversee a territory or possession of the United States of America, such as the Virgin Islands).

### **Internal Personal Contacts:**

RFP submitters are prohibited from any contacts with any HACP staff members regarding any information related to this RFP request for Lawn Maintenance services.

### **RFP Information and Description**

-The RFP responder's may obtain copies of the offering via web-site or by visiting our offices at 200 W. Prichard Av. Prichard, AL. 36610, between the business hours of 8-5 Monday thru Friday.

-The RFP, will feature all of the "Target Property group" addresses, The RFP responders may propose for (all) properties or (only those they have interest). The required documents for participation and consideration as well as the format will remain the same regardless of the responder's choices.

-The Pre- RFP Conference will be held on September 17, 2020 at 11:00 (AM) 200 W. Prichard Av. Prichard, AL.36610. All interested responders are strongly encouraged to attend and sign -in

-The RFP proposal must follow the instructions/documents listed in the section termed format (See RFP format). The RFP responders must submit (1) one original copy signed in Blue Ink and (2) two additional copies in the same format. Each individual property of interest must be completed and signed (properties omitted in the section noted as (BID) Form, will be considered of non-BID interest. Each (BID Form) must be completed and signed to constitute a BID on the entire portfolio.

-The RFP proposals must be received on or before October 10, 2020 at 3(PM) CST at 200 W. Prichard Av. Prichard, AL.36610, in our hands and time stamped. No Proposals received after this time will be accepted.

-The RFP proposal must have a cover letter indicating the name of your entity , principal place of business, years in business , (3) Current Business references and a brochure or web site address. The letter must be on letterhead and signed by an Owner of the entity. Addressed to: Ms. Zulieka Boykin, Executive Director Housing Authority City of Prichard, 200 W. Prichard av., Prichard, AL. 36610

-The RFP proposals anticipated decisions by the HA Board of Commissioners is estimated to be (60) days after the submission date and staff evaluation and scoring. (See scoring format)

-The RFP contact Person is: Ms. Zulieka Boykin, Executive Director, Housing Authority City of Prichard 200 W. Prichard Av. Prichard, AL36610 (251) 456 33224 ext. 220 e-mail: Zboykin@prichardhousing.com

## **RFP Format**

The RFP shall follow the designated format for all properties of interest for providing General lawn and Maintenance Care as out lined below:

1-Cover letter copy original signature as presented for the entire portfolio for each property of interest

2-Name of the property in which you are interested must be clearly stated on the contractor statement sheet for each property, your cost per service visit (no other information). A completed contractor sheet must be completed for each property of interest. RFP, pricing sheets that list more than one property on a contractor will not be considered.

\* The season, time of year, frequency of cuts, will not be a factor (just your charge please!)

-Signed if applicable in blue ink original copies of this list attached:

\*Signed dated and title for your (BID) on each form located in the (RFP) offering by Property

\*Letter Acknowledgement and certification of your entities participation in the U.S. E-Verify program

\* Acknowledgement and understanding of the U.S. Government Davis-Bacon Act

\*Letter acknowledgement of your interest or non-interest in participation in the Section 3 program

\*Signed and Notarized (enclosed) form 4571.5 (Non-Collusive Affidavit)

\*Signed acknowledgment (enclosed) HUD Form -5369-B Instructions to offers non-construction

\*Acknowledgement of the insurance requirements and your intent to produce such if chosen

**\*Acknowledgement that you have never been debarred from contracting with (HUD) in any condition**

**\*\* If Chosen to participate you will have (7) days after notification of award to present a valid City of Prichard Business License or your offer will be deemed non-responsive.**

**In Evaluating the (RFP), consideration will be given to contractors with demonstrable and documented experience in similar work, capacity and cost. The following evaluation criteria and weights will be used to evaluate the (RFP).**

### **Experience/Past performances of contractor in Lawn services (25%)**

- **Scoring Format and Thresholds**
- **Past record of performance on contracts of similar size and scope including factors as reliability ,adherence to specifications and compliance with contract terms and conditions**
- **Quality of work and acceptable , verifiable references**

### **Capacity (25%)**

- **Ability to obtain the staff and equipment necessary to perform to specifications**

### **Cost of Proposal (50%)**

- **Cost of proposal**

**Based on the foregoing criteria, all proposals shall be ranked by score. The HA reserves the right to select and award a contract to more than one (1) respondent, should it be more efficient and in the best interest of the HA.**

## **Locations of Target Property Groups**

**Leeds Street Homes, 2812 McAboy St. (Common areas & directed homes)**

**Thomas Hurst Village, 2430 Main St. (total complex/Storm water pond/hedges)**

**Phase II 2435 Main St., (Apartment homes/access/egress/fence areas/berms/hedges)**

**Hope 6 500 John Helms St. (Total complex and surplus lots)**

**R.V. Brown RV Brown Dr. (Apartment homes / Hedges/ entry/property borders)**

**Chancery Apartment 2000 Shelton Beach rd. (Total Complex)**

**Chancery Square 2301 Shelton beach Rd. (Homes owned by HA)**

**Figures Way 4503 Lott rd. (entry / homes owned by HA & Storm Ponds)**

**Bessemer Homes Hinson/ Marsha Ratchford. (Common Areas / entry points)**



**Ridge Manor 321 Wolf Ridge Rd. (Total Complex/Hedges/Drainage/borders)**

**Heritage Homes Meaher St. (Common Areas / access/egress/ lots owned by HA & Storm Ponds)**

**Bill Clark Center 2501 Main St. (Total Complex)**

**Corporate Office 200 W. Prichard Av. (Total complex / drainage cleared)**

**NSP-2 Lots (scattered lots through out the city) see listing as attachment (1) group**

**RFP responders are to provide pricing by lot size for other lots not reported or listed**

## **Specifications and Scope of Work**

The RFP for Lawn and Maintenance care will entail, the entity providing the business experience, proper liability insurance, workmen's compensation, vehicle insurance, properly vetted staff, equipment, labor, and any other resources required to provide professional lawn and maintenance care as required. The general scope of the work will require that the grass at each target location is professionally cut in a manner that does not cause erosion, drainage problems or other issues associated with improperly cutting and maintenance of a lawn. Some anticipated activities will entail weed eating and clearance of curbing and drainage gutters where required. Many properties have hedges that should be attended on a scheduled basis. These aforementioned activities and Flower beds must be attended for a pleasant living environment and curb appeal on a scheduled basis or as requested.

Any cut vegetation or debris associated with the action of lawn and maintenance care as part of the regular process of the proposal, will be the responsibility of the contractor to haul away. Some properties have Storm Water retention ponds and must be kept cut at intervals for proper flow and the prevention of critter domiciling. At all times these areas need close inspection upon visits to the target properties. In addition the business offices on these complexes must be kept appealing at all times in this genre.

The use of blower for clean up while necessary can be un- mitigating for drainage. It is important that debris not be blown into the open drains or drain coverings. On the days of service to our properties it is required that Notices at entries and exits be posted to inform the public of "lawn and Maintenance service is being performed and to be on alert". Staff of the entity should be dressed in similar work attire or in Safety vest easily identifiable while on the target property sites at all times. Safety gear for the equipment in use and the work vehicles must be clearly marked with safety markings. Residents must always be given the right of way while in close areas. Resident Vehicles and HA, property must be spared damages while providing the lawn care service.

Vegetation along all property lines in any form must be maintained a minimum of two (2) feet from the property line at all each visit to the property. This includes tree limbs, shrubbery, over growth of weeds, etc.

**SAMPLE**

**CONTRACT#**

**BETWEEN THE HOUSING AUTHORITY OF THE CITY OF PRICHARD AND CONTRACTOR  
STANDARD FORM AGREEMENT**

Be it understood that as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, the Housing Authority of the City of Prichard (Hereinafter called the "HACP") has entered into an Agreement with the \_\_\_\_\_ (hereinafter called the Contractor) for \_\_\_\_\_ as proposed on \_\_\_\_\_

**ARTICLE I**

**CONTRACT DOCUMENTS**

The Contract Documents consist of this Standard Form Agreement, and all documents enumerated below and all modifications issued subsequent thereto. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

The Contract Documents are enumerated as follows:

1. This Agreement
2. Contractor's Proposal Dated
3. General Requirements
4. Notice of Award
5. Notice to Proceed
6. Contractor's Insurance Certificates
7. Debarment Certification
8. Non-Collusive Affidavit
9. Section 3 Form
10. HUD Form 5369 B & C

## **ARTICLE II**

### **DESCRIPTION AND CONDUCT OF WORK**

The Contractor shall furnish all labor, materials, tools, and equipment necessary to accomplish the work as described in the General Requirements and bid proposal as accepted which are as fully parts of the Agreement as if attached to this Agreement or repeated herein.

The Contractor shall exercise diligence in the performance of the work and in the facilities, equipment, materials, and qualified personnel necessary for its accomplishment in an efficient and effective manner.

The performance of the work shall conform to high professional/technical standards.

In the event that service is interrupted for more than twenty-four (24) hours by reason of work stoppage or any other event which prevents the Contractor from furnishing service, the HACP shall have the right to secure and substitute other service. Contractor shall agree to pay the difference between its charges and the charges of the substitute company. However, in the event of such interruption, HACP agrees to cooperate with Contractor, to keep the charge at a minimum for such substitute service.

The Contractor, shall keep HACP fully and currently informed regarding the work, and shall use its best efforts to enable HACP to fulfill its obligations under the Agreement, and provide assured and continuous reliable service.

## **ARTICLE III**

### **PERIOD OF PERFORMANCE**

The period of performance shall start immediately after execution of Notice to Proceed and continue for two years with an option to renew for three (3) additional one (1) year term based on continual need for the service, available funding, successful negotiable and satisfactory performance as determine by HACP.

#### **ARTICLE IV**

Contractor agrees at its sole expense to procure and keep in force during the entire period of this Agreement, public liability and property damage liability insurance, with a company duly licensed and authorized to write such coverage in this State.

Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$500,000
Workman's Compensation in Statutory Limits of the State of Alabama	

Comprehensive Automobile Liability on owned and non-owned vehicles, used on the site(s) or in connection therewith, or a combined single limit for bodily injury and property damage of no less than \$1,000,000.00 per occurrence.

The Contractor shall provide HACP with Insurance Certificates, the Housing Authority of the City of Prichard shall be named as Certificate Holder and to be named additional insured on said policies.

#### **ARTICLE V**

##### **METHOD OF PAYMENT**

The HACP shall pay the Contractor for its services as on the basis of time spent by Contractor's personnel performing the work and for other necessary direct and indirect costs as specified in the proposal. Such payment shall constitute the entire price for the Contractor's cost including overhead and profit, if any.

The amount billed shall not exceed \_\_\_\_\_ Dollars  
Unless otherwise approved by the Authority of the City of Prichard. Housing

An invoice shall be submitted monthly to:

The Housing Authority of the City of Prichard

Attn: Accounts Payable

P. O. Box 10307

Prichard, AL 36610

The HACP shall make payment within thirty (30) days of receipt of acceptable invoice.

## **ARTICLE VI SUBCONTRACTING**

The Contractor shall not subcontract any of the work unless specifically authorized, in advance and in writing, by the Housing Authority of the City of Prichard.

## **ARTICLE VII INSPECTIONS**

All equipment shall be maintained in good mechanical order at all time to pass inspection. Equipment shall also be kept clean and sanitary condition and open to examination by the HACP.

## **ARTICLE VIII CERTIFICATION OF ELIGIBILITY**

The Contractor certifies that he/she is eligible for award of a contract in connection with federal, state and/ or local government assistance and is not currently any List of Debarred, Suspended or Ineligible Contractors.

## **ARTICLE IX OSHA/EEO ENFORCEMENT**

The Contractor agrees that all work will be performed in compliance with all applicable State and Federal Laws relating to Occupational Safety and Equal Employment Opportunity.

## **ARTICLE X NO INTEREST CLAUSE**

No member, officer, or employee of the HACP during his/her tenure or from one (1) year thereafter shall have any interest, direct or indirect, in the Contract or the Proceeds.

**ARTICLE XI**  
**TERMS AND CONDITIONS**

The service to be performed under this Agreement shall be completed in conformance with any and all local, State, and Federal regulations, which may apply to such services.

**ARTICLE XII**  
**CONTRACT MODIFICATIONS**

No modifications to this Contract or Contract Documents shall be made without prior written approval by the Owner.

**ARTICLE XIII**  
**CONFLICT OF INTEREST**

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

**ARTICLE XIV**  
**INDEMNIFICATION CLAUSE**

Contractor expressly agrees to indemnify and hold harmless the Housing Authority of the City of Prichard from all losses, costs, damages and/or judgments for personal injuries, including death, to any person (including but not limited to third parties, employees of HACP, employees of contractor or any Sub-contractor and their dependents or personal representatives) or damages to property to any person arising by reason of any act or omission, negligent or otherwise, either by Contractor or by Sub-contractors and or the employees or agents of either of them. Contractor further agrees to defend HACP and to reimburse HACP for any reasonable cost and expense, including attorney's fees, which HACP may incur or be put for the defense from any such claim.

**ARTICLE XV**  
**TERMINATION OF CONTRACT FOR DEFAULT**

If, through any cause, the Contractor violates the covenants herein contained, the Housing Authority of the City of Prichard shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to that date, and the Housing Authority of the City of Prichard shall be entitled to retain any portion of the compensation due in order to pay for its inconvenience and direct and indirect costs caused by the Contractor's default.

**ARTICLE XVI**  
**TERMINATION OF CONTRACT FOR CONVENIENCE**

The Housing Authority of the City of Prichard may terminate the contract agreement for convenience or for failure of the Contractor to fulfill contract obligations. The Housing Authority shall terminate by delivering to the Contractor a Notice of Termination. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected and deliver to the Housing Authority of the City of Prichard all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. If the termination is for convenience of the Housing Authority of the City of Prichard, the Housing Authority of the City of Prichard shall be liable only for payment for accepted services rendered before the effective date of termination.

**THIS INSTRUMENT**, together with the other documents enumerated in Article I, form the Contract.

**IN WITNESS THEREOF**, the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

**ATTEST:**

**The Housing Authority of the City of Prichard**

**By:** \_\_\_\_\_  
**Zulieka Boykin** **Dated** \_\_\_\_\_

**Title: Executive Director**

**Contractor**

**By:** \_\_\_\_\_ **Dated** \_\_\_\_\_

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



## **RFP # 2020- 5 (Our Response/ Price**

**for** \_\_\_\_\_)

**- List the name of the property here-**

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

**From:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**To:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, the undersigned contractor, have inspected the above listed property and understand the extent and character of the work to be completed as described in the specifications/scope.

I propose to furnish all labor, materials, and equipment necessary to accomplish the work, as listed in the above documents, on the property located at

For the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

I will commence the work within \_\_\_\_\_ calendar days from the date the notice to proceed is received and will complete the work within \_\_\_\_\_ calendar days after starting the work.

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

## CONTRACTOR SHEET

**THIS CONTRACTOR INFORMATION IS VALID FOR THIRTY (30) DAYS FROM DATE  
OF OPENING**

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

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_-\_\_\_\_

Please list a minimum of three (3) projects that your company has successfully completed within the past three (3) years which are of equal size and scope as the project to be done for HACP. This list shall be specifically prepared for this Contractor submittal and should include the name of the entity and the name and telephone number of a responsible individual qualified to respond to the questions concerning your company's abilities, costs, schedules, etc. \* Do not use the HACP as a reference \*

Prior successful accomplishment of such equal work will be a consideration in determining whether the Contractor is qualified to perform the work specified herein.

Company Name	Contact Person	Telephone Number	
1. _____	_____	_____	2.
_____	_____	_____	3.
_____	_____	_____	

Please list all anticipated subcontractors:

Name of Company	Address/Telephone	Type of Craft
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CONTRACTOR SHEET CONTINUED**

**As a Responsive Contractor I have attached all required Information as requested in the attached specification. \_\_\_\_Yes \_\_\_\_No**

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**Note: If "No" is checked please explain. Failure to comply with specification requirements may be cause for Contractor disqualification.**

**Please list any and all exceptions or clarifications to this proposal or the referenced specification. Note: Failure to note any exceptions or clarifications shall be construed as a total compliance statement.**

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**Schedule:**

Work can be started in \_\_\_\_\_calendar day(s) after Notification of Award.

Contractor requests \_\_\_\_\_calendar day(s) notification prior to need of Normal Required Service.

**NOTE: Failure to meet the agreed delivery times may be cause for the HACP to look to an alternate source to meet the required need and may be cause for**

## **INSURANCE REQUIREMENTS**

Unless otherwise stated in the specifications, the following insurance requirements and proof of City Business License must be met before work start.

**Worker's Compensation** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$1,000,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

**Commercial General Liability** Occurrence form required (Contractor vendor) shall maintain commercial general liability (CGL) Insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground exposures, personal injury and advertising injury. Damage to rented premises shall be included at a minimum of \$100,000.

**Commercial Automobile Liability Insurance** (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

**Evidence of Insurance** the Contractor vendor shall furnish the HACP with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The HACP is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued 30- days prior to say expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the HACP before the commencement of any work activities.

### **Evidence/Certificates Of Insurance**

Required insurance shall be documented in Certificates of Insurance which provide that HACP shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change. New Certificates of Insurance are to be provided to HACP at least 15 days prior to coverage renewals.

### **INDEMNIFICATION**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless HACP, its elected officials, employees, agents and volunteers from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against HACP, or any of its elected officials, employees, agents and volunteers by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by HACP, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Alabama Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute

**Applicability:** It is the express intent of the HACP that this agreement shall apply For the project(s) or time period indicated below. (Check and complete one):

Agreement is applicable to all contracts, purchase orders, and other work performed for the HACP for the time period of not more than five years.

\_\_\_\_\_ To \_\_\_\_\_  
Date Date

(OR) X Agreement is limited to

\_\_\_\_\_, dated \_\_\_\_\_

**Subrogation:** The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

**Release of Liability:** Acceptance of the Contractor's last payment shall be a Release to HACP and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of HACP or of any person relating to or affecting the work.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Alabama laws or statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this **Indemnification** shall be enforceable in accordance with and to the greatest extent permitted by Alabama Law.

By its \_\_\_\_\_

By its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **EXHIBIT # 4**

**Non-COLLUSION AFFIDAVIT (Must be signed /notarized and submitted with BID)**

**State of Alabama        )**

**)                    SS**

**County of \_\_\_\_\_ )**

**The undersigned bidder or agent being duly sworn, say that he/she has the not nor has any other member, representative, nor agent of the firm, company, corporation or partnership represented by him / her ,entered into any combination , collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding and that this bid is made without reference to any other bid and without any agreement ,understanding or combination with any other person in reference to such bidding.**

**He/She, further swears on oath that no person or persons ,firms or corporation has ,have or will receive directly or indirectly any rebate , fee, gift commission or thing of value on account of such sale**

\_\_\_\_\_  
**Bidder or Agent**

**For :** \_\_\_\_\_

**Individual, Firm, Corporation**

**Subscribed and sworn to before me**

**This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_**

\_\_\_\_\_

**Notary Public**



## **EXHIBIT # 5**

## DAVIS-BACON ACT

**United States Department of Labor**  
**Wage and Hour Division**  
**Wage and Hour Division (WHD)**

**The Davis-Bacon Act, as Amended**

WH Publication 1246  
(Revised April 2008) (EJC)

**PUBLIC LAW 107-217-AUG. 21, 2002 [as amended <sup>1</sup>]**

**AN ACT**

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, "Public Buildings, Property, and Works".

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

**SECTION 1. TITLE 40, UNITED STATES CODE.**

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, "Public Buildings, Property, and Works", as follows:

**TITLE 40-PUBLIC BUILDINGS, PROPERTY, AND WORKS**

**\* \* \* \* \***  
**SUBTITLE II-PUBLIC BUILDINGS AND WORKS**  
**PART A-GENERAL**  
**\* \* \* \* \***  
**CHAPTER 31 - GENERAL**  
**\* \* \* \* \***  
**SUBCHAPTER IV - WAGE RATE REQUIREMENTS**

**Sec. 3143. Definitions**

In this subchapter, the following definitions apply:

- (1) Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1891 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).<sup>1</sup>
- (2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include:
  - (A) the basic hourly rate of pay; and
  - (B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of:
    - (i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and
    - (ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

**Sec. 3142. Rate of wages for laborers and mechanics**

- (a) Application.- The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.
- (b) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.
- (c) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that:
  - (1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;
  - (2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

- (3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.
- (d) Discharge of Obligation.- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.
- (e) Overtime Pay.- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

**Sec. 3143. Termination of work on failure to pay agreed wages**

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

**Sec. 3144. Authority of Comptroller.- General to pay wages and list contractors violating contracts**

- (a) Payment of Wages.-
  - (1) In general.- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.
  - (2) Right of action.- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.
- (b) List of Contractors Violating Contracts.-
  - (1) In general.- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.
  - (2) Restriction on awarding contracts.- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

\* \* \* \* \*

**Sec. 3146. Effect on other federal laws**

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

**Sec. 3147. Suspension of this subchapter during a national emergency**

The President may suspend the provisions of this subchapter during a national emergency.

**Sec. 3148. Application of this subchapter to certain contracts**

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

1. Pub. L. 109-384 Sec. 6(11), (12), and (13) made three minor technical corrections in Secs 3141(1), and 3142(d) and (e). (Sept. 27, 2006, 120 Stat.1213.)

2. The Davis-Bacon Act, referred to in par. (1), is act of Mar. 3, 1931, ch. 411, 46 Stat. 1494, as amended, which was classified generally to sections 276a to 276a-5 of former Title 40, Public Buildings, Property, and Works, and was repealed and reenacted as sections 3141-3144, 3146, and 3147 of this title by Pub. L. 107-217, Secs. 1, 6(b), Aug. 21, 2002, 116 Stat. 1062, 1304.

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## **EXHIBIT # 6**

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

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

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

## Table of Contents

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

### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,  
(b) Impair the bidder's objectivity in performing the contract work.  
[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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



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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

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

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

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

## **EXHIBIT # 7**

# General Conditions for Construction Contracts - Public Housing Programs

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

**Applicability.** This form is applicable to any construction/development contract greater than \$150,000.

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 1982, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

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

The information requested does not lend itself to confidentiality.

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

Clauses	Page	Clauses	Page
1. Definitions	2	<b>Administrative Requirements</b>	
2. Contractor's Responsibility for Work	2	Contract Period	9
3. Architect's Duties, Responsibilities and Authority	2	Order of Precedence	9
4. Other Contracts	3	Payments	9
<b>Construction Requirements</b>	25	Contract Modifications	10
5. Preconstruction Conference and Notice to Proceed	3	Changes	10
6. Construction Progress Schedule	3	Suspension of Work	11
7. Site Investigation and Conditions Affecting the Work	3	Disputes	11
8. Existing Site Conditions	4	Default	11
9. Specifications and Drawings for Construction	4	Liquidated	12
10. As-Built Drawings	5	Termination of Convenience	12
11. Material and Workmanship	5	Assignment of Contract	12
12. Permits and Codes	5	Insurance	12
13. Health Safety, and Accident Prevention	6	Subcontracts	13
14. Temporary Buildings and Transportation Materials	6	Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Service Area Firms	13
15. Availability and Use of Utility Services	6	Equal Employment Opportunity	13
16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	13
17. Temporary Buildings and Transportation Materials	7	Interest of Members of Congress	16
18. Clean Air and Water	7	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	16
19. Energy Efficiency	7	Limitations on Payments Made to Influence	16
20. Inspection and Acceptance of Construction	7	Royalties and Patents	16
21. Use and Possession Prior to	8	Examination and Retention of Contractor's Records	16
22. Warranty of Title	8	Labor Standards-Davis-Bacon and Related Acts	16
23. Warranty of	8	Non-Federal Prevailing Wage Rates	19
24. Prohibition Against	8	Procurement of Recovered	19

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3. Architect's Duties, Responsibilities and Authority	2	26. Order of Precedence	9
4. Other Contracts	3	27. Payments	9
Construction Requirements	26	Contract Modifications	10
5. Preconstruction Conference and Notice to Proceed	3	29. Changes	10
6. Construction Progress Schedule	3	30. Suspension of Work	11
7. Site Investigation and Conditions Affecting the Work	3	31. Disputes	11
8. Differing Site Conditions	4	32. Default	11
9. Specifications and Drawings for Construction	4	33. Liquidated	12
10. As-Built Drawings	5	34. Termination of Convenience	12
11. Material and Workmanship	5	35. Assignment of Contract	12
12. Permits and Codes	5	36. Insurance	12
13. Health, Safety, and Accident Prevention	6	37. Subcontracts	13
14. Temporary Buildings and Transportation Materials	6	38. Subcontracting with Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area Firms	13
15. Availability and Use of Utility Services	6	39. Equal Employment Opportunity	13
16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17. Temporary Buildings and Transportation Materials	7	41. Interest of Members of Congress	15
18. Clean Air and Water	7	42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19. Energy Efficiency	7	43. Limitations on Payments Made to Influence	15
20. Inspection and Acceptance of Construction	7	44. Royalties and Patents	16
21. Use and Possession Prior to	8	45. Examination and Retention of Contractor's Records	16
22. Warranty of Title	8	46. Labor Standards-Davis-Bacon and Related Acts	16
23. Warranty of	8	47. Non-Federal Prevailing Wage Rates	16
24. Prohibition Against	9	48. Procurement of Recovered	16

## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (j) "Work" means materials, workmanship, and manufacture and fabrication of components.

## 2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

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

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

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

#### 4. Other Contracts

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

#### Construction Requirements

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

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

##### 6. Construction Progress Schedule

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

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

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

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

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

### 8. Differing Site Conditions

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

### 9. Specifications and Drawings for Construction

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

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

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

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

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

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

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

#### 12. Permits and Codes

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



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 taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

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

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

- (1) Payroll and basis 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 payroll submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0148.)

(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 rebates, 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 28 CFR 5.12.

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

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.

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

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

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

#### 48. Procurement of Recovered Materials.

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

## **EXHIBIT # 8**

# NSP-2 Scattered Lots

	COST (legal, cost, demolition, cleaning, main)	Parcel I.D. (Tax Records)	Legal Description (See attached)
139 Allenby		22 08 44 0 017 193	
151 Azan		22 08 44 0017 297	
4409 Baunthauer St.		22 00 144 000 038	
527-529 Bay Bridge		29 02 44 0004 059	
533-535 Bay Bridge		" " " " "	
1619 Branch		22 10 44 0004 054	
317 Church		29 02 44 0005 048	
501 Courtnedale		22 08 44 0013 145	
247 Craftmore		22 02 44 0005 190	
419 Craftmore		20 02 44 005 380	
410 E. Turner Rd.		22 08 44 0013 187	
413 Eleanor		22 08 44 0016 351	
415 Eleanor		" " " " "	
419 Eleanor		22 08 44 0016 349	
1303 Fernwood		22 10 44 0011 204	
4561 Franklin Circle		23 07 26 1 000 039	
101-105 Gatti		22 10 44 0009 460	
107-111 Gatti		" " " " "	
725 Hobbs St.		22 10 44 0016 162	
137 Joffe St.		22 08 44 0014 251	
1304 Madison		22 008 44 0006 136	
332 Meaher St		22 08 44 0 017 572	
1111A Monroe		22 08 44 0007 054	
1111B Monroe		22 08 44 0007 053	
1112 Morgan		22 08 44 0006 218	
307 Moreland Dr.		29 02 44 0005 389	
612 Neely Av.		22 10 44 0016 445	
125 Peterson Rd.		22 08 44 0014 202	
129 Peterson Rd		" " " " "	
139 Peterson Rd.		22 08 44 0014 200	
151 Peterson Rd.		" " " " "	

209 Pritchard Av.	29 02 44 0001 500
809 Root St	22 10 44 007 6631
1911 Station St.	22 10 44 0016 002
710 Winter	23 07 264 000 027
8 Timothy	29 02 44 0 004 059
2205 Whistler St.	22 10 44 0009 111
138 Wilcraft Rd.	22 08 44 0017 049
140 Wilcraft Rd.	" " " "
142 Wilcraft Rd.	" " " "

30 Lots on Billy Williams	22 10 44 0010 057
25 Alexander court	22 10 44 0016 050

**— YOUR LETTER HEAD ACKNOWLEDGEMENT OF E-VERIFY  
PARTICIPATION**

**— YOUR LETTER HEAD ACKNOWLEDGEMENT OF SECTION 3**



## PREFERENCE OR NOT