

## **ATTN BIDDERS:**

**This project is subject to the Build America, Buy America Act (BABA).**

**For more information and to find out how it may impact your bid, see the following sections of the frontend.**

- Section 3.4 – BABA Contract Requirements
- Section 4.11 – BABA Certification Form
- Section 6.8 – BABA Materials Certification Form



**PROCUREMENT THROUGH LARGE PURCHASE PROCEDURES  
REQUEST FOR PROPOSAL (RFP)  
#2026-603 PHA-WIDE LEAD-BASED PAINT ABATEMENT &  
HAZARD REDUCTION RE-SOLICITATION**

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Released Monday, June 22, 2026

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## **SCHEDULE OF EVENTS:**

- Pre-bid Meeting June 29, 2026 @ 10:00am
- Last Day for Questions July 7, 2026
- Final Addendum July 9, 2026
- Bid Opening July 16, 2026 @ 2:00pm

LEGAL ADVERTISEMENT

ADVERTISEMENT FOR BIDS

The Housing Authority of the City of Hartford (HACH) is seeking sealed bids for the following project:

**RFP #2026-603 PHA-Wide Lead-Based Paint Abatement & Hazard Reduction Re-Solicitation**

Bid Opening date is **July 16, 2026, at 2:00 pm** at the Housing Authority of the City of Hartford, 180 John D. Wardlaw Way, Hartford, CT 06106. All bids will be publicly opened and read aloud. A pre-bid walk through for all bidders will be on **June 29, 2026, at 10:00 am** at the project site(s), **182-184 Seymour Street, Hartford, CT 06106**. Contract Documents, Plans, and Specifications dated **June 22, 2026**, can be viewed and downloaded from the “Bid Opportunities” page of the Housing Authority of the City of Hartford’s website ([https://www.hartfordhousing.org/business/bid\\_opportunities.php](https://www.hartfordhousing.org/business/bid_opportunities.php)). 5% Bid Security (above \$25K) and 100% Performance/ Payment Bonds (above \$100K) are required, as applicable. Bidders will note requirements of minimum wage rates, nondiscrimination/ equal opportunity rules (Executive Order 11246), and related provisions in the General Conditions. No bid may be withdrawn for ninety (90) days. Complete bidding requirements are noted in the Contract Documents. This project is federally assisted. Therefore, bidders must comply with the following requirements: Housing and Urban Development Act of 1968; Equal Opportunity provisions of Executive Order 11246; Non-Discrimination provision of Title VI of the Civil Rights Act of 1964; Labor Standards provisions of the Davis-Bacon Act and related acts and Contract Work Hours Standards Act; prevailing wage determinations as issued by the United States Department of Labor; and all applicable provisions under Title I of the Housing and Community Development Act of 1974. The Housing Authority of the City of Hartford (HACH) is an Equal Employment Opportunity Employer.

## INVITATION FOR BID

The Housing Authority of the City of Hartford (HACH) will receive sealed bids, (each a “Response”) in triplicate, for the Project entitled: **RFP #2026-603 PHA-Wide Lead-Based Paint Abatement & Hazard Reduction Re-Solicitation until 2:00 PM on July 16, 2026**, at the HACH Building located at 180 John D. Wardlaw Way, Hartford, CT 06106.

Responses will be received for furnishing all labor, materials, tools, and equipment necessary to construct, equip, and finish the above project, in accordance with the documents dated **June 22, 2026**.

A non-mandatory pre-response conference will be held at the project site(s). Prospective respondents (referred to herein collectively as the “Respondents” or a “Respondent”) are asked to meet at **182-184 Seymour Street, Hartford, CT 06106 at 10:00 AM on June 29, 2026**. All interested Respondents are invited and encouraged to attend.

### Questions/ Answers/ Post Addenda

All questions must be put in writing to the contact named below no later than 10 calendar days before the due date for the submission of responses. The intent of this requirement is to assure that all Respondents are in receipt of the same information and to allow the Authority sufficient time to post questions and answers in an Addendum to this solicitation. The Authority reserves the right to use its discretion in issuing Addenda for questions and answers; only those questions and answers which might materially affect a vendor’s response will result in an Addendum.

Proposed forms of Contract Documents (Specifications and/ or Drawings), can be viewed and downloaded from the “Bid Opportunities” page of the Housing Authority of the City of Hartford’s website ([https://www.hartfordhousing.org/business/bid\\_opportunities.php](https://www.hartfordhousing.org/business/bid_opportunities.php)) after **10:00 AM on June 22, 2026**.

A satisfactory Response guarantee (above \$25K) in an amount equal to a minimum of five percent (5%) of the base Response pricing must be submitted with each response, as applicable. If the Response guarantee is in the form of a Response bond, the Response bond must be made payable to the Housing Authority of the City of Hartford (HACH) and be properly executed by the Respondent and acceptable sureties. Individual sureties will not be considered. U.S. Treasury Circular No. 570, published annually in the Federal Register, (the “Circular”) lists companies approved to act as acceptable sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which each company is licensed to do business. Use of an acceptable surety listed in the Circular and licensed to do business in the State of Connecticut is mandatory.

The successful Respondent must furnish and pay for a Performance and Payment Bond (as applicable for contracts above \$100K), in the amount of 100% of the Contract Amount on the form included in the Project Specifications. Use of an Acceptable Surety listed in the Circular and licensed to do business in the State of Connecticut is mandatory.

The Contractor shall procure Worker’s Compensation, Comprehensive General Liability, Automobile Liability, and other Insurance with coverage, limits, and terms as described in the Specifications at its own expense. Certificates of Insurance evidencing required coverage must be submitted at least 5 business days before starting work on the project.

Attention is called to the provisions for equal opportunity and payment of not less than the minimum salaries and wages as set forth in the Specifications.

HACH projects are exempt from state sales tax. HACH will not pay any state sales tax. Respondents may not include state sales tax in its response.

HACH is not exempt from permits, fees, and licensing. If selected, Respondent will secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work, including those of the Federal, State, local governments, and any private utility companies.

The HACH reserves the right to reject any or all responses or to waive any informality in the responses. All response forms must be fully completed when submitted.

No response may be withdrawn for a period of ninety (90) days subsequent to the opening of responses without the written consent of the HACH.

The Contract resulting from this solicitation will be subject to the terms of Section 3 as further described in the attached Section 3 Plan of the Housing Authority of the City of Hartford. All respondents must fill out and submit the attached Section 3 Compliance Commitments with their response.

In accordance with its Section 3 Plan, HACH will provide a 5% price preference in the form of a notional discount to Section 3 Business Concerns. Contractors who fail to maintain their Section 3 Business Concern status during the term of the contract shall pay HACH for the value of the price differential between their adjusted base bid and the next lowest bid. Payment for any penalty will be made through a withholding of payment or retainage by HACH. Any moneys collected by HACH under this section will be used for Section 3 purposes.

The Authority encourages responses from all small businesses including minority and woman owned businesses.

The successful Respondent will be provided with three (3) sets of the Contract Documents.

In the event of an identical dollar amount for the total of the base response pricing, the lower Respondent will be determined by the HACH as the Respondent with the earliest recorded date and time as received by the HACH.

Should you have any questions regarding the solicitation contact the HACH **Project Manager, Daniel Kane** at [dkane@hartfordhousing.org](mailto:dkane@hartfordhousing.org).

This project is federally assisted. Therefore, Respondent must comply with the following requirements: Housing and Urban Development Act of 1968; Equal Opportunity provisions of Executive Order 11246; Non-Discrimination provision of Title VI of the Civil Rights Act of 1964; Labor Standards provisions of the Davis-Bacon Act and related acts and Contract Work Hours Standards Act; prevailing wage determinations as issued by the United States Department of Labor; and all applicable provisions under Title I of the Housing and Community Development Act of 1974.

The Housing Authority of the City of Hartford

Annette Sanderson  
Chief Executive Officer

## SECTION 2.1 INSTRUCTIONS TO RESPONDENTS

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### 1.1. INTRODUCTION

The Housing Authority of the City of Hartford (the “Authority”) is seeking to contract through the competitive large purchase process with one or more vendors (the “Contractor”) to provide qualified professionals for lead-based paint abatement and hazard reduction work at several sites throughout the Authority’s portfolio of properties. The Authority reserves the right to make multiple awards under this solicitation. The Authority reserves the right to make partial or full award of the services described below. Any obligations of Respondents in this solicitation continue to be obligations of Contractor(s) when awarded.

The HACH reserves the right to reject any or all proposals and to waive any informalities. All documents must be completely filled in when submitted. This solicitation and any subsequent contract award are subject to U.S. Department of Housing and Urban Development (HUD) rules and regulations, as well as any and all applicable Federal/ State laws and/ or regulations. The HACH reserves the right to suspend this procurement action if it is found not in accordance with all applicable laws and regulations or in the event of any impropriety, or if it is deemed by the HACH to be in its best interests.

*Term Contract.* By submission of a proposal, and upon notice of a resulting contract award, each, the offeror agrees to enter into a contract with the HACH and complete all work specified or indicated in the contract documents for the contract price within the contract time indicated in this solicitation and in accordance with the terms of this solicitation and all documents, rules, and regulations included or referenced in the solicitation.

*Quantities.* The Authority reserves the right to make partial or full award of the services described below.

*Non-Exclusive.* The Authority reserves the right to go out to separate solicitation for work not covered by the Scope of Work described in this solicitation.

*Funding.* The Contract is contingent upon continued funding availability from one or more sources, including federal funds. In the event that funds are not available at any time during the Contract term, the Authority reserves the right to cancel the Contract. In such event, each Contractor will be paid for satisfactory services provided to date of cancellation.

The Contract may be subject to an aggregate not to exceed expenditure limit established by the Authority Board of Commissioners (the “Expenditure Limit”). Expenditures may not exceed the Expenditure Limit without confirmation of funds availability and the prior approval of the Board of Commissioners.

### 1.2. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **10:00 AM on Monday, June 29, 2026, at 182-184 Seymour Street, Hartford, CT 06106.**

**HOUSING AUTHORITY OF THE CITY OF HARTFORD, 180 John D. Wardlaw Way, HARTFORD CT 06106  
REQUEST FOR PROPOSAL #2026-603 PHA-WIDE LEAD-BASED PAINT ABATEMENT & HAZARD REDUCTION RE-SOLICITATION**

The purpose of the conference is to answer questions concerning this solicitation. An addendum may be issued following the pre-bid conference which will summarize the topics addressed at the conference.

### 1.3 QUESTIONS AND COMMUNICATION

All questions must be put in writing to the RFP/ IFB Contact named below no later than ten (10) calendar days before the due date for the submission of responses. The intent of this requirement is to assure that all Respondents are in receipt of the same information and to allow the Authority sufficient time to post questions and answers in an Addendum to this RFP. The Authority reserves the right to use its discretion in issuing Addenda for questions and answers; only those questions and answers which might materially affect a vendor's response will result in an Addendum.

***NOTE: Any solicitation or lobbying directed to any Authority staff or the Board of Commissioners is prohibited and is grounds for disqualification of Respondent's proposal.***

RFP/ IFB CONTACT

Daniel Kane  
HACH Project Manager  
180 John D. Wardlaw Way  
Hartford, CT 06106  
email: [dkane@hartfordhousing.org](mailto:dkane@hartfordhousing.org)  
[www.hartfordhousing.org](http://www.hartfordhousing.org)

### 1.4. PROPOSAL DEADLINE AND DELIVERY

Respondents must deliver in a sealed package one (1) original and two (2) copies (triplicate) of their response to the following location no later than **2:00 PM on Thursday, July 16, 2026.**

Deliver to:

Housing Authority of the City of Hartford  
Attention: Bid Department  
180 John D. Wardlaw Way  
Hartford, CT 06106

To ensure proper receipt and handling of responses, the outside of the package must be clearly marked with Respondent's Name and Address, and the words: **RFP #2026-603 PHA-Wide Lead-Based Paint Abatement & Hazard Reduction Re-Solicitation.**

You must acknowledge any and all addenda issued and related to this solicitation with your submission by executing the attached Acknowledgement of Addenda.

### 1.5. AWARD

Award will be made to the Respondent(s) whose proposal is the lowest proposal deemed responsive and responsible and most advantageous to the Authority. The Authority reserves the right to make award to one or more Respondents. Further, the Authority reserves the right to administer the Contract in whatever way is most valuable, taking into consideration cost effectiveness, efficiency, and practicality. The Authority further reserves the right to make a “no award” on all or any part of this solicitation and to negotiate the extent of services provided (upward or downward).

### 1.6. RIGHT TO VERIFY INFORMATION

The Authority reserves the right to verify any and all information provided in the Proposal. If there is evidence of misleading or false information, the Authority may, in its discretion, reject the Respondent’s submittal.

### 1.7. EVALUATION OF PROPOSALS

The Authority will assign an agent to review each bid to determine if it substantially complies with the requirements and procedures contained in this solicitation. Bids that are not in substantial compliance will not be considered further.

Bids will be evaluated in accordance with the terms and provisions of the Authority’s procurement policy and as specified in HUD Form 5369.

Evaluation will include all costs provided for in each bid, as well as any one or more of the following: operational and financial capacity to perform, demonstrated record of integrity and business ethics, quality of prior performance. In the event of indefinite quantities, the Authority may apply hypothetical or prior year experience to identify the lowest, responsible bidder.

### 1.8. SOCIO ECONOMIC CONSIDERATION:

The Contract resulting from this solicitation will be subject to the terms of Section 3 as further described in the attached Section 3 Plan of the Housing Authority of the City of Hartford. All respondents must fill out and submit the attached Section 3 Compliance Commitments with their response.

In accordance with its Section 3 Plan, HACH will provide a 5% price preference in the form of a notional discount to Section 3 Business Concerns. Contractors who fail to maintain their Section 3 Business Concern status during the term of the contract shall pay HACH for the value of the price differential between their adjusted base bid and the next lowest bid. Payment for any penalty will be made through a withholding of payment or retainage by HACH. Any moneys collected by HACH under this section will be used for Section 3 purposes.

#### 1.9. CONDITIONS OF CONTRACT

This Request for Proposal, including all attachments, together with the Contractor's proposal response, will form the entire agreement between the Contractor and the Authority.

In the event additional services are required that have not been awarded but are within the scope of the services described in this solicitation, the Authority will have the sole and exclusive right to allocate the service to a firm under contract or seek the services on the open market, whichever is deemed to be in its best interest.

The person signing the proposal on behalf of the Respondent shall be authorized to commit the Respondent in contractual matters and to conduct negotiations on behalf of the Respondent.

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

(3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 3.1 GENERAL TERMS AND CONDITIONS

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1. **CONTRACT AGREEMENT:** This Request for Proposal, the Contractor's response to it, and the Contract will constitute the entire agreement between the Contractor and the Authority unless mutually amended in writing. The Sample Contractual Agreement attached hereto will be used as the basis for negotiation between the Contractor and the Authority, therefore, any and all exceptions to the contract should be noted by each Respondent as part of its proposal response.
2. **SIGNED PROPOSAL CONSIDERED AN OFFER:** Receipt of a signed proposal is considered a binding offer by the Respondent which shall remain firm for a period of 90 days from the due date for proposal delivery. In the event of withdrawal after proposal delivery, the Authority may take such action as it deems appropriate including legal action for damages or specific performance.
3. **PAYMENT TERMS:** Payment terms are NET 45 days following receipt of correct invoice. The Authority is responsible for all payments to Contractor under the Contract.
4. **CHANGES:** The Authority shall have the right, at any time, to increase or decrease the scope of work contained in this RFP to meet increased or decreased needs.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal.
6. **NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State and Authority requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.
7. **GOVERNING LAWS:** The contract is made under and shall be governed and construed in accordance with the laws of the State of Connecticut.
8. **ADVERTISING:** In submitting a proposal to the Authority, the Respondent agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of the Authority.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting a proposal the Respondent agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Authority until after the award of the Contract. Respondents not in compliance with the provision may, at the option of the Authority, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

**HOUSING AUTHORITY OF THE CITY OF HARTFORD, 180 John D. Wardlaw Way, HARTFORD CT 06106**  
**REQUEST FOR PROPOSAL #2026-603 PHA-WIDE LEAD-BASED PAINT ABATEMENT & HAZARD REDUCTION RE-**  
**SOLICITATION**

10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Respondents in preparing or submitting proposals are the Respondents' sole responsibility. The Authority will not reimburse any Respondent for any costs incurred prior to award of the Contract.
11. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Respondents shall become the property of the Authority when received.
12. **NO COLLUSION:** The Respondent's signature on the price proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible Respondents and without effort to preclude the Authority from obtaining the lowest possible competitive price.
13. **GENERAL INDEMNITY:** The Respondent shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the Authority for the entire responsibility and liability for losses, expenses, demands, actions, and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Authority or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this RFP, by the Respondent or their employees, including losses, expenses, or damages sustained by the Authority officials from any and all such losses, expenses, damages, demands, and claims. The Respondent further agrees to defend any suit or action brought against the Authority, (as outlined above) based on any such alleged injury or damage and to pay all damages, costs, and expenses in connection therewith or resulting there from. The obligations of the Respondent pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Respondent.
14. **CONFLICT OF INTEREST:** All Respondents must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the Authority. All Respondents must also disclose in writing with their proposal the name of any employee of the Authority who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or subsidiaries. By submitting a proposal, the Respondent certifies that there is no relationship between the Respondent and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.
15. **ERRORS AND OMISSIONS:** The Respondent shall not take advantage of any errors or omissions in this RFP. The Respondent shall promptly notify the Authority of any omissions or errors found in this document.
16. **INDEPENDENT INVESTIGATIONS:** The Authority reserves the right to make independent investigations as to the qualifications of the Respondent. Such investigations may include contacting existing customers. The Authority reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities or deficiencies as may be permitted by law when it is deemed that such action will be in the best interest of the Authority.

**HOUSING AUTHORITY OF THE CITY OF HARTFORD, 180 John D. Wardlaw Way, HARTFORD CT 06106  
REQUEST FOR PROPOSAL #2026-603 PHA-WIDE LEAD-BASED PAINT ABATEMENT & HAZARD REDUCTION RE-  
SOLICITATION**

17. REFERENCE TO OTHER DATA: Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.
18. NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Respondent and the award has been made, the successful Respondent will be notified within ten (10) working days of this award. The Authority will notify the successful Respondent in writing, either by a Letter of Award or a Purchase Order or both. VERBAL NOTIFICATION OF THE AWARD OF THE CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.
19. TERMINATION FOR CAUSE: The Authority reserves the right to terminate the Contract at any time for cause. The violation of any provision or condition contained in the Contract, or the refusal, failure, or inability to carry out any provisions of the Contract shall constitute sufficient grounds to terminate the Contract for cause. Should the Authority elect to terminate the Contract for cause, the Authority will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Authority.
20. TERMINATION WITHOUT CAUSE: The Authority may terminate the Contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.
21. DRUG POLICY: The Respondent certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. The Respondent further agrees their employees shall comply with the City of Hartford's Drug-Free Workplace Policy.
22. NO SMOKING: The Authority will be 100% smoke free on or before December 31, 2017. Smoking is absolutely forbidden on all Authority grounds and in all Authority facilities during the entire term of this Contract. This policy includes smoking in vehicles parked on Authority grounds.
23. AUTHORIZED PERSONNEL: While engaged in the performance of the services described herein, only authorized employees of the Contractor are allowed at the Authority locations where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates, or any other person(s) who are not a current, authorized employee(s) of the Contractor.
24. EMPLOYEE GUIDELINES: The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for ensuring that employees abide by all rules and regulations set forth for the buildings and grounds.
25. INSURANCE COVERAGE: During the term of the Contract, the Contractor and the Contractor's subcontractors at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits per the applicable HUD General Conditions. The Authority will require proof of such insurance prior to Contract execution and during the term of the Contract.

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SOLICITATION**

26. CONTINUANCE OF WORK: In the event Contract term expires and Contractor has not completed assignments that are underway, the Authority may, at its discretion, allow Contractor to complete those assignments if the following conditions are met and evidenced in writing:
- a. Contractor requests to complete the assignments that are underway.
  - b. The prices in Contract remain in effect until all work is completed.
  - c. All other contractual obligations and conditions remain the same, including insurance requirements.

This provision does not apply to any continuance of work which would extend the Contract term (inclusive of any extensions by the Authority) beyond five years from the date of Contract award.

27. SAFETY/STATE AND FEDERAL REGULATIONS: The Contractor shall perform all work in accordance with State and Federal safety regulations in regard to work zones, work areas, equipment, vehicles, tools, and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

Contractor shall ensure that its employees meet and maintain all applicable OSHA or other similar workplace safety and licensing requirements (i.e., asbestos certification, electrician licensing, OSHA 10 etc.) and adhere to all OSHA and other required safety standards and regulations that apply while performing their job duties. Contractor shall provide proof of licensure and compliance with all applicable safety requirements upon request by Authority.

28. LIQUIDATED DAMAGES: If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 500.00 for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay. If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the PHA in completing the work. If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

# 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. 1/31/2027)

**Applicability. This form is applicable to any  
construction/development contract greater than \$250,000.**

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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. 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.

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## 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 Terms and Conditions (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.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "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, **Schedule** 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

of the work, and that it has investigated and satisfied itself

- (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

- (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 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 words 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 therefore. 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

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

## 17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

## 18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

## 19. Energy Efficiency

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

## 20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
- (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
- (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
- (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the **Construction PHA** considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

## 23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

**24. Prohibition Against Liens**

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

**Administrative Requirements**

**25. Contract Period**

this contract within \_\_\_\_\_ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

**26. Order of Provisions**

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

**27. Payments**

retain ten (10) percent of the amount of progress

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

**Name:**

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

## 29. Changes

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

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

- been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the **Convenience** Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
  - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ \_\_\_\_\_ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for

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

### 35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
  - (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount]

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

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

[Contracting Officer insert amount] per occurrence.

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

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

### 37. Subcontracts

(a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

(b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.

(c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

(d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.

(e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

#### **40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

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

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

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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#### 41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

#### 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, 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 PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

#### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

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

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related

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

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

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including

helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
  - (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
  - (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (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 \$27 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. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
  - (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.

( ) 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.



**Housing Authority of the  
City of Hartford**

**Office of Development and Capital Improvements**

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**Special Conditions for  
Construction Contracts**

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**Public Housing Programs**

**Special Conditions for Construction Contract**

## General

### 1. *Contract*

- (a) The Housing Authority of the City of Hartford (“HACH”) is the PHA that is a party to this contract.
- (b) In addition to these special construction conditions, parties shall comply with the HUD’s general conditions found in HUD Form HUD-5370, General Conditions for Construction Contracts, or HUD Form HUD-5370-EZ, General Contract Conditions for Small Construction/ Development Contracts (whichever is applicable).
- (c) If there is a conflict between a provision:
  - in these special conditions and in the Contract, the Contract prevails; and
  - in these special conditions and in the HUD-5370 or HUD-5370-EZ, the HUD-5370 or HUD-5370-EZ prevails.
- (d) HACH may repeat provisions from the Contract and HUD’s Instructions to Bidders for Contracts to call particular attention to or to qualify those provisions. HACH does not waive any provision not repeated in these special conditions.

### 2. *Definitions*

- (a) Terms not defined in these special conditions are found in HUD Form HUD-5370 or HUD Form HUD-5370-EZ (whichever is applicable).
- (b) “Days” means calendar days unless otherwise specified.
- (c) “Work,” as defined in the HUD-5370 or HUD-5370-EZ, does not include preparatory work performed before Contractor receives a written Notice to Proceed from the HACH Contracting Officer or designee (“Contracting Officer”).

### 3. *Contract Period*

- (a) Contractor agrees that time is of the essence in the performance of the Contract.
- (b) Prior to HACH’s issuance of a Notice to Proceed, Contractor shall submit a Construction Progress Schedule to HACH.

## Conduct of Work

### 4. *General Coordination*

Contractor will cooperate with and coordinate work between itself and its subcontractors, including work timing and space interactions. Contractor may not request extra compensation or an extension of time due to work cooperation or coordination issues.

### 5. *Equipment and Hoists*

Contractor shall provide, at its own expense, all tools, equipment, and apparatus, required.

Contractor shall provide temporary hoists, as required, with power and attendance, to handle its own materials and rubbish.

Contractor may not use an existing elevator until Contracting Officer approves its use.

6. *Traffic Flow*

Contractor shall maintain existing vehicle and pedestrian access to the site and buildings.

Contractor shall ensure that on-site traffic, near-site traffic, and exits are not blocked by construction operations, including construction vehicles, parked cars, and material storage.

7. *Daily Clean Up*

Contractor shall remove from the site, at the completion of each day's work, all waste including rubbish and old materials, particularly demolition debris, and other materials left from Contractor's operation. Otherwise, within 24 hours, HACH may do this work itself and deduct the cost from the Contract price.

8. *Waste Disposal*

Contractor may not use any plumbing fixture or waste pipe for the disposal of any waste, including small solids, paints, oils, and other liquids.

9. *Existing Utilities*

(a) Contractor shall maintain, in operating order, all existing electrical wiring, lighting, space heating (including apartments and offices), water heating, fire protection, and other utility lines, include TV cables.

(b) HACH may reinstall any interrupted utility service and deduct its costs from the Contract price.

(c) Contractor shall carefully remove and reinstall wall, ceiling, or fascia-mounted lighting, as required.

10. *Project Related Repairs*

Contractor shall make all repairs to existing site features, including grounds and plantings, and interior building finishes, made necessary by this work.

**Construction Requirements**

11. *Specification Issues*

(a) Contractor shall promptly notify Contracting Officer, in writing, if it finds problems in the technical specifications or drawings, including omissions, errors, conflicts, or discrepancies. Contractor may not proceed with any work related to the problem until Contracting Officer gives written instructions to do so. Contractor assumes all risk and cost associated with work performed related to the problem, prior to receiving instructions from Contracting Officer to proceed.

(b) Contractor shall promptly notify Contracting Officer, in writing, if it finds any work called for in the specifications or shown on the drawings that makes it impossible for Contractor to produce and warranty first-class work.

(c) In the event there are quality or quantity specification conflicts, Contractor will provide the better quality or the greater quantity of work specified.

(d) Unless otherwise specified, Contractor shall install, connect, clean, use, and condition all articles, materials, and equipment as directed by the manufacturer's instructions.

12. *Working Conditions*

- (a) Contractor shall follow, and will require subcontractors to follow, as a minimum, the accident prevention practices found in the latest edition of the Associated General Contractors of America's (AGC's) Manual of Accident Prevention in Construction.
- (b) Contractor shall plan work carefully so that it does not leave unfinished work unprotected.
- (c) Contractor will remove all snow and ice as may be required to perform its work.
- (d) Contractor shall provide barriers at hazardous locations, using appropriate: signs, general lighting, warning lights, and similar devices.
- (e) Contractor shall restrict access to areas adjacent to work with fencing, barricades, or ropes, to the satisfaction of the Contracting Officer and HACH's insurance carrier.
- (f) Contractor will provide more than the usual precautions, guards, fences, etc., to safeguard the public, children in particular.
- (g) Contractor shall furnish, erect, and maintain signs required by safety regulations and necessary to safeguard life and property.
- (h) Contractor may erect temporary signs for identification and traffic controlling traffic, subject to local regulations and to prior approval of Contracting Officer as to size, design, type, and location.

13. *Project Protection*

- (a) Until HACH's final acceptance and regardless of any partial payment made by HACH, Contractor will provide for the proper care and protection of all materials delivered and all completed work.
- (b) Contractor shall protect, at all times, the Project from damage from wind, water, ice, and snow. Contractor will provide all equipment and enclosures necessary to ensure this protection.
- (c) Contractor will repair or pay for any damage, loss, or liability, due to theft or vandalism, until HACH's final acceptance of the Project.
- (d) Contractor shall maintain existing exits to provide safe egress from the buildings at all times.
- (e) Contractor shall extinguish all work fires not in use.
- (f) Contractor may not store gasoline in or close to any buildings at any times.
- (g) Contractor shall protect and preserve, in operating condition, all utilities traversing the site. Contractor will repair, to the satisfaction of Contracting Officer, work-related utility damage.

14. *Tenants' Units and Property*

- (a) Contractor acknowledges that the site may be occupied during construction.
- (b) Contractor shall protect building tenants from the work during the construction period.
- (c) Contractor will ensure that conditions satisfactory to Contracting Officer are maintained during the Contract's term.
- (d) Contracting Officer will notify tenants and coordinate all access to tenant units.

- (e) Contractor shall notify Contracting Officer at least four calendar days (96 hours) prior to the anticipated date it requires access inside a tenant's unit. Contractor's notice will indicate if Contractor requires tenant to:
  - remove all drapes, curtains and any other encumbrances within the work area;
  - remove rugs from floors; or
  - remove furniture away from work areas.
- (f) Contractor will repair or pay for any damage to or loss of tenant's property caused by or attributable to Contractor or subcontractors. Contractor will replace, at its own expense, any items that have become, in the opinion of Contracting Officer, damaged to such an extent that they cannot be restored to their original condition.

15. *Work and Storage Areas*

- (a) Contracting Officer will determine Contractor's on-site storage area. Contracting Officer will choose a location that minimizes disruptions to the building tenants. Contractor may not use any other areas without prior approval from Contracting Officer.
- (b) Contractor shall confine its work and storage areas to those approved by Contracting Officer.

16. *Delivery, Storage, and Handling*

- (a) Contractor will handle and store all materials and equipment in a manner that protects its integrity, including preventing intrusion of foreign materials, damage by weather, and breakage.
- (b) Contractor will handle and store packaged materials in its original packages, if practical.
- (c) Contractor will reseal packages opened by Contractor for inspection until ready for use.
- (d) Contractor will reject packages, materials, and equipment showing evidence of damage.
- (e) Contractor will store all materials affected by dampness in suitable watertight storage facilities throughout their use.
- (f) Contractor will store materials in such a way as to provide HACH reasonable access for inspection.

17. *Project Signs*

- (a) For new construction and significant modifications, Contractor shall provide at least one 8' x 4' sign at each Project site (a "Project Sign"). Contractor shall locate each Project Sign so that it can be seen from the major streets surrounding the site. Contractor will place the Project Signs:
  - near the sidewalk or street on a separate structure; or
  - on the construction fence where appropriate.
- (b) Contracting Officer will provide the layout and content of each Project Sign.
- (c) Contractor will locate any advertising or promotional signs away from the Project Signs.
- (d) If applicable local sign ordinances do not permit the site or placement specified in these standards, Contractor may modify the placement of signs to conform to local laws. However, Contractor agrees to maintain HACH's design with respect to layout and content.

- (e) The Project Signs are the property of HACH. On Contract completion, Contractor shall carefully remove the Project Signs and store according to Contracting Officer's instructions.

18. *Fire Extinguishers*

Contractor shall provide fire extinguishers in the areas under construction.

19. *Sanitary Facilities*

Contractor shall provide necessary sanitary facilities for the workers and keep them clean and sanitary.

**Hiring**

20. *Youth and Resident Contact*

- (a) Contractor represents that it has appropriate hiring policies and screening procedures for employees who will be working with youths and public housing residents.
- (b) Contractor shall permit HACH to review Contractor's hiring policies and screening procedures for employees who will be working with youths and public housing residents.
- (c) HACH may terminate this agreement if (i) Contractor's performance includes working with youths and public housing residents; (ii) HACH determines that Contractor's hiring policy is not appropriate; and (iii) Contractor fails to promptly modify its hiring policy.

21. *Hiring Indemnity*

Contractor shall indemnify HACH for any failure of Contractor's hiring policies and screening procedures.

**Administrative Requirements**

22. *Communications*

- (a) Both parties agree to write all notices, including demands, requests, instructions, approvals, proposals, and claims.
- (b) HACH will deliver all notices to Contractor by delivering them to Contractor's registered business address or by mailing them in sealed, postage-paid envelopes, addressed to Contractor's registered mailing address.
- (c) Contractor may specify a different address for notices by delivering an address change notice to HACH.
- (d) Contractor will deliver all notices to HACH by delivering them to Contracting Officer at HACH's main office or by mailing them in sealed, postage-paid envelopes, addressed to Contracting Officer at HACH's main office.
- (e) HACH may specify a different address for notices by delivering an address change notice to Contractor.

23. *Payment Conditions*

Contractor may not require HACH to pay Contracting Officer-approved invoices earlier than 45 calendar days from their receipt.

24. *Project Completion*

Before final inspection, and without additional expense to HACH, Contractor will ensure that:

- all work is finished, tested, and ready for operation;
- all equipment is completely installed, and left clean, safe, and ready for operation;
- all materials, including incidental accessories, and work, including that not mentioned in the specification, necessary to make the work complete, serviceable, and perfect in all respects, and ready for operation, is provided and performed; and
- each subcontractor and supplier submits an executed lien waiver.

25. *Contract Changes*

Each party will include in its written proposals for changes to the Contract:

- direct cost information outlining materials, equipment, quantities, and labor;
- any subcontractor work and related materials;
- any related insurance, bonds, or taxes;
- any increase or decrease of time; and
- any overhead and profit that is included in the net change, including all costs associated with the increase or decrease of work.

26. *Specification Handling*

- (a) Contracting Officer will provide five (5) copies of the technical specifications and drawings to Contractor. If Contractor requires more copies, Contractor pays the cost of reproduction.
- (b) Contractor shall maintain at the site one current copy, in good order, of each of the following: all drawings, specifications, addenda, approved shop drawings, change orders and other modifications, schedules and instructions. Contractor agrees that all on-site documents are available to Contracting Officer or his or her authorized representatives for review.

27. *Approvals*

- (a) Contracting Officer reserves final approval of all materials, workmanship, and design under the Contract. If in the opinion of Contracting Officer, any materials or equipment do not meet the intent of the specifications, Contractor will, without charge, remove and replace the material or equipment, even if already installed.
- (b) Contractor will submit to Contracting Officer all samples required by the specifications, for review. For color selections, Contractor will furnish Contracting Officer complete samples.

28. *Inspections*

Contractor will have a representative attend all required tests and inspections, including those performed by subcontractors.

29. *Product Delivery Schedule*

The Contractor shall maintain a delivery schedule for all materials, and upon HACH's request, it shall produce the schedule for inspection.

30. *Licenses*

Contractor and all subcontractors shall hold, at all times, all necessary licenses required by the State of Connecticut and the City of Hartford.

31. *State Sales Tax*

HACH shall provide the successful bidder the necessary tax-exempt information when required.

32. *Work Days and Hours*

- (a) Contractor may work at the site from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding Holidays. Contractor and subcontractors may not work on the Project on Holidays.
- (b) "Holidays" means all federal holidays and those days specially designated, prior to the start of the Project, by HACH's Board of Commissioners as Project holidays.

33. *Forum*

- (a) The Contract is governed by and construed in accordance with the laws of the State of Connecticut.
- (b) Any party who wishes to start an action or proceeding arising out of the Contract, may bring such action or proceeding only in a state or federal court in Hartford, Connecticut.
- (c) Each party consents to personal jurisdiction and waives any right to dismiss or transfer an action or proceeding because of forum inconvenience.

34. *HACH Indemnification*

- (a) In this section, the following definitions apply:
  - "Litigation Expense" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.
  - "Losses" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest and any Litigation Expenses.
  - "Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.
- (b) Contractor shall indemnify HACH against all Losses arising out of a Proceeding against HACH related to this Contract and initiated by a non-party to this contract ("Claim"), except to the extent that HACH negligently or intentionally caused those Losses.
- (c) HACH must promptly notify Contractor of that Claim and deliver to Contractor a copy of all legal pleadings with respect to the Claim.
- (d) To assume the defense of a Claim, Contractor must notify HACH that it is doing so. Promptly thereafter, Contractor shall retain to represent it in the Claim, independent legal counsel that is reasonably acceptable to HACH.
- (e) HACH is entitled to participate in the defense of a Claim. HACH may defend a Claim with counsel of its own choosing and without Contractor participating if (1) Contractor notifies HACH that it does not wish to defend the Claim, (2) by midnight at the end of the tenth business day after HACH notifies Contractor of the Claim Contractor fails to notify HACH that it wishes to defend the Claim, or (3) representation of

Contractor and HACH by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

- (f) Contractor shall pay any Litigation Expenses that HACH incurs in connection with defense of the Claim before Contractor assumes the defense of that Claim, except with respect to any period during which HACH fails to timely notify Contractor of that Claim. Contractor will not be liable for any Litigation Expenses that HACH incurs in connection with defense of a Claim after Contractor assumes the defense of that Claim, other than Litigation Expenses that HACH incurs in employing counsel in accordance with subsection (d), which Litigation Expenses Contractor shall pay promptly as they are incurred.
- (g) After Contractor assumes the defense of a Claim, Contractor may contest, pay, settle, or compromise the Claim at its discretion, except that it may not compromise or settle the Claim without the consent of HA unless that compromise or settlement (1) does not entail any admission on the part of HACH that it violated any law or infringed the rights of any Person, (2) has no effect on any other claim that may be brought against HACH, (3) provides as the claimant's sole relief monetary damages that are paid in full by Contractor, and (4) requires that the claimant release HACH from all liability in respect of the Claim.
- (h) Contractor agrees that the amount of insurance required does not, in any way, limit the liability of Contractor by virtue of its obligation to indemnify HACH, so that all claims resulting in a settlement or judgment or other claim-related payment in excess of the coverage amounts required, if any, are the sole responsibility of Contractor to pay, to indemnify HACH from paying, or both.

35. *Insurance Requirements*

During the term of the Contract, the Contractor and the Contractor's subcontractors at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits per the applicable HUD General Conditions. The Authority will require proof of such insurance prior to Contract execution and during the term of the Contract. Where the Authority indicates that combined single limits (CSL) are permissible to meet coverage requirements, Contractors may provide more than one policy to meet the requirements. For example, if 2 million of general liability coverage is required, coverage may be provided through a single general liability policy with a 2-million-dollar limit or through a combination of a million-dollar general liability policy and a million-dollar umbrella policy.

The successful Bidder will be required to maintain and provide proof of the following required insurance limitations:

**A. Commercial General Liability**

Coverage Amount

\$2,000,000.00 Each Occurrence

Commercial General Liability Each Occurrence. HA shall be named as an Additional Insured on a primary non-contributory basis for products & ongoing and completed operations that includes bodily injury & property damage with a combined single limit (CSL) of \$2,000,000. In addition, such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form, if applicable. Waiver of Subrogation to be provided in favor of HA. Must be placed with an insurance company with an A.M. Best Rating of A- (IX) or better.

**B. Automobile Liability Insurance.** Auto Liability Combined Single Limit \$1,000,000 for all owned, hired, and non-owned vehicles for property damage and liability. Housing Authority for the City of Hartford shall be named as an Additional Insured. Limits not less than \$1,000,000 for all damages for any bodily injury sustained by each person

as a result of any occurrence, \$1,000,000 for damage because of bodily injury sustained by two or more persons as the result of any occurrence, and \$100,000 for property damage sustained as the result of any one occurrence, or a limit of not less than \$1,250,000 Combined Single Limit (CSL).

### **C. Worker's Compensation and Employers Liability Insurance**

#### Coverage Amount

(Per State Statute or the following, whichever is greater)

1. Bodily injury by accident           \$100,000 Each Accident
2. Bodily injury by disease           \$100,000 Each Employee
3. Bodily injury by disease           \$500,000 Policy Limit

Workers' Compensation - For all the employees employed on said Work shall be maintained in accordance with Connecticut's Workers' Compensation Act. In case any class of employees engaged in hazardous Work under the contract at the site of the Work is not protected under the Workers' Compensation Act, the Contractor shall provide Workers' Compensation Insurance for the protection of its employees not otherwise protected. Waiver of Subrogation to be provided.

As part of their workers compensation coverage, the Contractor shall also carry Employers Liability insurance, or Part B coverage, with limits no less than \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit.

In addition to any other requirements related to worker's compensation insurance, if Contractor is a sole proprietor, a single member limited liability company, or otherwise has no employees, Contractor shall maintain Worker's Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes or as if it were an employer in accordance with the statutes of Contractor's home state. Contractor shall immediately indemnify HA for any charges levied by the then current HA worker's compensation insurance carrier related to Contractor's failure to carry or provide proof of carrying insurance as described in this provision. This provision of the Contract survives termination or expiration of the Contract.

The Housing Authority of the City of Hartford shall be listed as the Certificate Holder.

The Housing Authority of the City of shall be listed as an Additional Insured for all required insurance coverage.

A description of operations and location(s) must be included.

The Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the HA retains the right to stop work until proper evidence of insurance is provided.

### **36. Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) HACH is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-

232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) See Public Law 115-232, section 889 for additional information.

(c) Contractor is prohibited from attempting to sell any covered telecommunications equipment or from utilizing such equipment in carrying out the purposes of this Contract.

37. *Domestic preferences for procurements.*

(a) As appropriate and to the extent consistent with law, HACH has, to the greatest extent practicable under a Contract award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Contractor shall provide such preference as well for contracts and purchase orders necessary to carry out the purposes of this Contract and all requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this Contract.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

38. *HACH Policies - Fraud, Ethics and Conflicts of Interest*

The HACH Fraud Policy and the HACH Ethics and Conflicts of Interest Policy are hereby incorporated into this Contract. Contractor shall comply with their provisions as applicable. Copies of the policies are available upon request.

**Build American, Buy American Act (BABA) Contract Requirements:**

Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the “Buy America Preference” or “BAP”) for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD.

Respondents are required to strictly adhere to the BAP or to make a waiver request for the BAP to the Authority.

Additional details on fulfilling the BABA requirements can be found in the HUD BABA implementing guidance attached to this solicitation and at <https://www.hudexchange.info/programs/baba/>.

Respondents must maintain adequate records to demonstrate that they complied with BABA requirements in purchasing products with funds subject to BABA. Respondents are authorized to follow different approaches calibrated to the level of complexity of the work being performed. At a minimum, the records must:

- (1) track product purchases in sufficient detail to identify the source of the funding for the purchase;
- (2) demonstrate compliance with BABA:
  - a. for products purchased in compliance with the BAP, documentation that the product complied with BAP requirements, and
  - b. for products purchased pursuant to a waiver or other exemption from the BAP, adequate information to validate that the purchase was covered by a waiver or other exemption.

Respondents can provide adequate confirmation that a product was purchased in compliance with the BAP in the following ways:

- (1) A certificate from the manufacturer or reseller that the product complies with BABA;
- (2) For products that cost less than \$100 per product, a copy of a label that indicates the product was made in the United States; or
- (3) For small purchases of product that are less than \$250,000, either a copy of a product specification that provides sufficient detail to conclude that the product complies with BABA or a communication other than a certification from a manufacturer or reseller of a product that confirms that the product is BABA compliant.

Respondents may request that HACH apply to HUD for a waiver to the BAP under the following circumstances:

- (1) types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(2) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Prior to requesting that HACH submit a waiver request, Respondent must perform at least the following minimum due diligence.

HACH expects Respondents (referred to in this section as Respondents or “purchasers”) to initially seek BABA compliant products through the standard methods such purchasers have used in the past. If a product purchaser is unable to find an available BABA compliant product using standard methods, further searching is required prior to seeking a waiver of the BABA requirements.

Purchasers can only seek a waiver for nonavailability after actively searching for BABA compliant products by conducting a due diligence search as outlined below:

(1) For purchases under \$10,000:

- a. Purchasers must search for the required product using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: “made in America” or “made in the USA;”
- b. If none of the top 10 results of the search indicate that the product is made in America, the product purchaser is not required to search further prior to submitting a waiver request;
- c. If one or more of the search results indicates the product is made in America, the product purchaser must take the additional step of contacting the maker(s) of the product by email or by phone to confirm that the product meets the BABA requirements for the product. If the product maker either confirms that the product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within two business days, the product purchaser is not required to search further prior to submitting a waiver request.

(2) For small purchases under \$250,000:

- a. Purchasers must search for the required product using at least two search attempts either using one of the top five most used Internet search engines or the website of one of the top five home improvement retailers while using one of the following search terms: “made in America” or “made in the USA;”
- b. If none of the top 20 results of both searches indicate that the product is made in America, the product purchaser is not required to search further;
- c. If one or more of the search results indicates the product is made in America, the product purchaser is to contact the maker(s) of the product by email or by phone to confirm that the product meets the BABA requirements for the product. If the product makers either confirm that the maker’s product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within two business days, the product purchaser is not required to search further.

(3) For purchases above \$250,000:

- a. The Purchaser must search for the required product using at least three search attempts either using one of the top five most used Internet search engines or the website of one of

the top five home improvement retailers while using one of the following search terms: “made in America” or “made in the USA;”

- b. If none of the top 30 results of both searches indicate that the product is made in America, the product purchaser is not required to search further;
- c. If one or more of the search results indicates the product is made in America, the product purchaser is to contact as many makers as the search results indicate are made in America, up to a maximum of five products, by email or by phone to confirm that the product meets the BABA requirements for the product. If the contacted product makers either confirm that the maker’s product is not BABA compliant or that BABA compliance is uncertain, or if the product maker fails to respond to the inquiry within five business days, the product purchaser is not required to search further.

(4) Purchasers seeking a waiver shall be required to document compliance with the minimum search requirements enumerated in this Section including:

- a. Copies of searches used (e.g. PDF/JPEG copies of web pages showing search terms and results);
- b. Copies of email correspondence with product makers;
- c. Records of phone contacts with product makers, including:
  - i. Dates and times of phone communications;
  - ii. Phone numbers used
    - Whether the phone communication was successful in making it possible to reach a staff person for the product maker able to respond to questions about BABA compliance, or whether the attempt at communication was unsuccessful (e.g., left a message, phone line was busy, or phone line was disconnected);
    - If the phone communication resulted in reaching someone, the name of the person contacted; and
    - Notes describing the substance of the conversation (e.g., manufactured product is assembled in the U.S., but the manufacturer is uncertain whether 55% of the value of the materials/components are sourced in the U.S.).

### ***Safe Harbor Procurement Strategies***

As noted above, HUD Grantees/Funding Recipients must ensure that all contracts they enter into incorporate requirements to ensure application of the BAP, unless the BAP has been waived for funds utilized in connection with an Infrastructure Project. Grantees/Funding Recipients may consider utilizing one of the following strategies:

(1) Designate BABA compliant products prior to procurement:

- a. A HUD Grantee/Funding Recipient is permitted to research the availability of a BABA compliant product (including both quantity available and quality available), and subsequently to designate in a procurement that contractors bidding on the procurement must use the designated BABA compliant product in accomplishing the work specified in the procurement;

- b. A HUD Grantee/Funding Recipient that designates a BABA compliant product, is not unduly restricting competition as delineated in 2 CFR 200.319(b)(6); and
- c. A HUD Grantee/Funding Recipient that uses an Architectural/Engineering provider including one procured pursuant to 2 CFR 200.320(b)(2) to draft specifications that will be included in procurements of contractors performing work at an Infrastructure Project can utilize the services of the Architectural/Engineering provider to conduct the BABA availability research outlined in paragraph 1.a. above, and rely upon that research to make the designation in paragraph 1.a. above.

(2) Require bidders to submit both BABA compliant and non-BABA compliant proposals:

- a. A HUD Grantee/Funding Recipient can shift the burden of doing the research to determine if a needed BABA compliant product or products is/are available in the required quantity and at the required quantity to contractors responding to solicitations;
- b. In this instance, a HUD Grantee/Funding Recipient can require contractors responding to solicitations to provide alternative responses depending on whether the contractor responding to the solicitation is successfully able to find the necessary BABA compliant products:
  - i. Contractors that are successful in finding needed BABA compliant products would respond to the solicitation with two responses: one that is BABA compliant and one that is not which could potentially be used as the basis for a waiver based on increased project cost;
  - ii. Contractors that are not successful (or only partially successful) would respond by submitting a complete response that is not BABA compliant as well as a response that indicates that the contractor was unable to find the necessary BABA compliant products, and would submit documentation compliant with the minimum requirements of Section H above in lieu of a BABA compliant response to the solicitation;
  - iii. If all of the responsible contractors responding to the solicitation submit documentation in lieu of a BABA compliant response, the documentation can form the basis for a BABA waiver based on nonavailability.

TO:

Elisa V. Hobbs  
Development Director  
180 John D. Wardlaw Way  
Hartford, CT 06106

Project: RFP #2026-603 PHA-Wide Lead-Based Paint Abatement & Hazard Reduction Re-Solicitation

Submitted by:

\_\_\_\_\_  
(full name)

\_\_\_\_\_  
(full address)

**1. OFFER**

Pursuant to and in compliance with the Invitation to Bid relating thereto, the undersigned,

\_\_\_\_\_

Has familiarized himself/ herself with the conditions present and carefully examined all the documents, including the specifications dated June 22, 2026; HUD Form 5369 – Instructions to Bidders for Contracts; Bid Bond Form; Non Collusion Affidavit; Statement of Bidder’s Construction Experience; Previous Participation Certification; HUD Form 5369-A – Representations, Certifications, and Other Statements of Bidders; Statement of Compliance with Section 3 - Housing and Urban Development Act of 1968; Section 3 Contractor Compliance Commitments; HACH Section 3 Plan; Form of Contract; Notice to Proceed; Performance and Payment Bond, or 20% Cash Escrow, or 25% irrevocable letter of credit; Form HUD-5370 – General Conditions for Construction Contracts; HACH Special Conditions for Construction Contracts; and Wage Decision, together with all Addenda issued and received prior to closing time for receipt of Bids (collectively, the “Documents”), and hereby offers and agrees as follows:

To provide all materials, all labor, and all else whatsoever necessary to erect and properly finish all work in accordance with said Documents for the above-mentioned project(s) to the satisfaction of the Architect and Owner for the Stipulated Sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_)

**This amount shall be identified as the TOTAL BASE BID**

A. \_\_\_\_\_ (\$ \_\_\_\_\_)  
Specialized Cleaning for Dust-Lead Hazards

B. \_\_\_\_\_ (\$ \_\_\_\_\_)  
Lead-Based Paint Abatement

C. \_\_\_\_\_ (\$ \_\_\_\_\_)  
Lead-Based Paint Hazard Reduction

**2. DEDUCT ALTERNATES**

A. \_\_\_\_\_ (\$ \_\_\_\_\_)  
Alternate No. 1 – Deduct: Hazard Reduction Work at 726 New Britain Avenue, Unit B  
(Paint stabilization of all painted surfaces and replacement of closet shelving)

**3. UNIT PRICES**

A. \_\_\_\_\_ (\$ \_\_\_\_\_)  
Unit Price No. 1: Specialized Cleaning (quantity of 1 unit to 10 units) Each

B. \_\_\_\_\_ (\$ \_\_\_\_\_)  
Unit Price No. 2: Specialized Cleaning (quantity of 10 units or more) Each

Enclosed herewith is the Bid Guaranty (5% of Base Bid minimum) which is in the form of:

( ) Bid Bond            ( ) Bank Draft            ( ) Certified Check            ( ) US Gov. Bonds

All State of Connecticut Taxes are excluded from the Bid Sum.

Attached hereto are the Bid Bond (Over \$25K ONLY) w/ original Power of Attorney, Acknowledgement of Addenda, Non-Collusion Affidavit, form HUD-5369A, form HUD-2530,

Statement of Bidder's Construction Experience, Statement of Compliance with Section 3, Certification of Bidder Regarding Equal Employment Opportunity, and Section 3 Contractor Compliance Commitments.

The bidder represents that he/ she ( ) has, ( ) has not participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 of the Secretary of Labor; that he ( ) has, ( ) has not filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representations need not be submitted in conjunction with contracts or subcontracts which are exempt from this clause.)

The Contract award will be made to the lowest responsible bidder as outlined above. The Housing Authority further reserves the right to increase or decrease the award, in accordance with the unit prices listed below (if applicable) depending on the availability of funds. The Housing Authority reserves the right to reject any and all bids, and to waive any informality in the bids when such action is deemed to be in the best interest of the Housing Authority.

Certification of Nonsegregated Facilities. By signing this bid, the bidder certifies that he/ she does not maintain or provide for his/ her employees any segregated facilities at any of his/ her establishments, and that he/ she does not permit his/ her employees to perform their services at any location, under his/ her control, where segregated facilities are maintained. He/ she certifies further that he/ she will not maintain or provide for his/ her employees any segregated facilities at any of his/ her establishments, and that he/ she will not permit his/ her employees to perform their services at any location under his/ her control, where segregated facilities are maintained. The bidder agrees that a breach of these certifications is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" 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 which 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. He/ she further agrees that (except where he/ she has obtained identical certifications from proposed subcontractors for specific time periods), he/ she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/ she will retain such certification in his/ her files; and that he/ she will forward a notice to his/ her proposed subcontractors as provided in the Instructions to Bidders.

This project is federally assisted. Therefore, bidders must comply with the following requirements: Housing and Urban Development Act of 1968; Equal Employment Opportunity provisions of Executive Order 11246; Non-Discrimination provisions of the Davis-Bacon Act and related acts and Contract Work Hours Standard Act; prevailing wage determinations as issued by the United States Department of Labor; and all applicable provisions under Title I of the Housing and Community Development Act of 1974.

The Contract Award shall be made on available funds; the Housing Authority of the City of Hartford reserves the right to add/ deduct work based on the availability of funds.

4. ACCEPTANCE

This offer shall be open to acceptance for ninety (90) days from the bid opening date.

If this Bid is accepted by the Owner within the time period stated above, undersigned will:

Execute this Agreement within ten days of receipt of acceptance of this Bid.

Furnish the required bonds(s) within ten days of receipt of acceptance of this Bid.

Commence work within thirty days after written Notice to Proceed.

If this bid is accepted within the time stated, and the Undersigned fails to provide the required Bond(s), the Owner may charge against the Undersigned the difference between the amount of this bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

In the event this Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

5. CONTRACT TIME

If this Bid is accepted, the Undersigned will ***complete all the work within 180 calendar days from Notice to Proceed.*** It is additionally understood that liquidated damages, in the amount of **\$500.00 per day** will be assessed for failure to complete the project within the above time period as described in the General Conditions.

6. CHANGES TO THE WORK

Equitable adjustments for Changes in the Work will be net cost plus a percentage fee in accordance with HUD General Conditions (See paragraph 29)

7. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Base Bid.

Addenda # \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

8. BID FORM SIGNATURE(S)

The Corporate Seal

---

(Bidder – please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

---

(Authorized signing officer)

(Title)

(Seal)

---

(Authorized signing officer)

(Title)

If the Bid is a joint venture of partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**END OF BID FORM**

**HOUSING AUTHORITY OF THE CITY OF HARTFORD**

**ACKNOWLEDGEMENT OF ADDENDA FORM**

Proposer has received the following Addenda, the receipt of which is hereby acknowledged:

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature)

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned,

(Name of Principal)

as PRINCIPAL, and

\_\_\_\_\_ as SURETY  
(Name of Surety)

are held and firmly bound unto the Housing Authority of the \_\_\_\_\_ hereinafter called the "LOCAL AUTHORITY", in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars,

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_ 20\_\_ for

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified. within \_\_\_\_\_ (\_\_\_) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, or provide a 20% cash escrow, or a 25% irrevocable letter of credit, as may be required for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified. If the Principal shall pay the Local Authority the difference between the amount specified and in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESSETH WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The name and corporate seal of each corporate party being here to affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

\_\_\_\_\_ SEAL  
(Individual Principal)

\_\_\_\_\_ (Business Address)

\_\_\_\_\_ SEAL  
(Individual Principal)

\_\_\_\_\_

Attest:

\_\_\_\_\_ (Corporate Principal)

(Business Address)

By \_\_\_\_\_ Affix  
Corporate Seal

\_\_\_\_\_

\_\_\_\_\_ (Corporate Surety)

By \_\_\_\_\_ Affix  
Corporate Seal

\_\_\_\_\_

(Power-of attorney for person signing for surety company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and on behalf of said corporation by authority of its governing body.

(Corporate Seal)

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_ ; being first duly sworn deposes and says that:

1. He is (owner, partner, officer, representative or agent) of \_\_\_\_\_ the Bidder that has submitted the attached Bid.
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid.
4. Neither the Said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, person to fix the price or prices in the attached Bid or any other Bid, or to fix any overhead, profit or cost element through collusion, conspiracy or connivance, or unlawful agreement with any advantage against the Housing Authority of the \_\_\_\_\_ or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed)

(Title)

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

Name

Title

My commission expires \_\_\_\_\_, 20\_\_.

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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

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

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

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

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

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

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

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

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

**US Department of Agriculture**  
Farmers Home Administration

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

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

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

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the controlling participant(s) have participated or are now participating.
  2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
    - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
    - b. The controlling participants have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
    - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the controlling participants or their projects;
    - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the controlling participant's fault or negligence;
    - e. The controlling participants have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
    - f. The controlling participants have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
    - g. The controlling participants have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
  3. All the names of the controlling participants who propose to participate in this project are listed above.
  4. None of the controlling participants is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
  5. None of the controlling participants is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
  6. None of the controlling participants have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any controlling participants have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
  7. None of the controlling participants is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
  8. Statements above (if any) to which the controlling participant(s) cannot certify have been deleted by striking through the words with a pen, and the controlling participant(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.
- I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).

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

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

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

**Part II- For HUD Internal Processing Only**

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

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

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

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

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

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

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

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

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

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

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

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

**Privacy Act Statement:** The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN. Failure to provide any of the information will result in your disapproval of participation in this HUD program. APPS SORN could be accessed in Federal Register / Vol. 81, No. 146 / Friday, July 29, 2016 / Notices ([Docket No. FR-5921-N-10] Implementation of the Privacy Act of 1974, as Amended; Amended System of Records Notice, Active Partners Performance System).

**PRA Statement:** The public reporting burden is estimated at 3 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.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Reports Management Officer, Paperwork Reduction Project, to the Office of Information Technology, US Department of Housing and Urban Development, Washington, DC 20410-3600. When providing comments, please refer to OMB Approval No. 2502-0118. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

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The collection is authorized by 12 U.S.C 1702-1715z; 42 U.S.C. 3535(d). HUD form 2530 is created to collect information as mandated by 24 CFR Part 200. The HUD-2530 form is used to protect HUD's Multifamily Housing and Healthcare programs by comprehensively assessing industry participants' risk. It is the Department's policy that participants in its housing programs honor their legal, financial, and contractual obligations. Accordingly, uniform standards are established for approvals, disapprovals, or withholding actions on principals in projects, based upon their past performances as well as other relevant information. Respondents such as owners, management agents, master tenants, general contractors, and nursing home operators are subject to review. The information on this form needs to be collected by the Department to evaluate participants' previous performance and compliance with contracts, regulations, and directives.

## STATEMENT OF BIDDER'S CONSTRUCTION EXPERIENCE

Page 1 of 2

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items marked\*.

1. Name of Bidder:
2. Permanent main office address:
3. When organized:
4. Where incorporated:
5. How many years have you been in the contracting business under your present firm name?:
6. \*Contracts on hand: (Schedule these, showing gross amounts of each contract and the approximate anticipated dates of completion.)
7. \*General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. \*Have you ever defaulted on a contract?
10. \*List the more important structures recently erected by your company, stating approximate cost for each, and the month and year completed.
11. \*List your major equipment available for this contract.
12. \*Experience in construction work similar in importance to this project.
13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Housing Authority?
14. The undersigned hereby authorizes and request any person, firm, or corporation to furnish any information requested by the Housing Authority in verification of the recitals comprising this Statement of Bidder's Experience.

**STATEMENT OF BIDDER'S CONSTRUCTION EXPERIENCE**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

being duly sworn deposes and says that he is

of \_\_\_\_\_  
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public

My commission expires \_\_\_\_\_

(Bidder May Submit Additional Information, if Desired)

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER *(Include Zip Code)*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes

No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes

No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes

No

None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes

No

NAME AND TITLE OF SIGNER *(Please Type)*

SIGNATURE

DATE

Date: \_\_\_\_\_  
Project No.: \_\_\_\_\_

**STATEMENT OF COMPLIANCE WITH SECTION 3,  
HOUSING AND URBAN DEVELOPMENT ACT OF 1968  
(Final Rule took effect November 30, 2020)**

- A. The project assisted under this contract/ agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain U.S. Department of Housing & Urban Development (HUD) financial assistance provided to the Housing Authority of the City of Hartford (HACH), *to the greatest extent feasible*, and consistent with existing Federal, State, and local laws and regulations, are directed to Low-Income and Very Low-Income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to Low-Income and Very Low-Income persons.
- B. Notwithstanding any other provisions of this contract/ agreement, recipient shall carry-out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary as well as all applicable rules and orders of the Secretary issued thereunder prior to the execution of this contract/ agreement. The requirements of said regulations include, but are not limited to, development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project and the making of best efforts, to the greatest extent feasible, to provide training, employment, and business opportunities required by Section 3. The applicant/ recipient certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Applicant/ Company Name: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

By: \_\_\_\_\_

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

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



### **Section 3 Contractor Compliance Commitments**

**Contract Name/Number:**

This Section 3 Contractor Compliance Commitments document is formulated to meet the standards detailed within the Section 3 Plan of the Housing Authority of the City of Hartford.

#### **Section 1.0 - Current Status as a Section 3 Business Concern**

Complete the following to verify your firm's current status as a "section 3 business concern" (as detailed within the Section 3 plan of the Housing Authority of the City of Hartford):

Yes\_\_ No \_\_: Is your firm claiming to be a Section 3 Business Concern?

**If "Yes," please submit the noted documentation on the Business Certification form to verify this claim. If "No", proceed directly to the following Section 2.0.**

**Section 2.0 – Contractor Commitment to Meet Labor Hour Benchmark**

**2.1. General Benchmark**

Yes\_\_ No \_\_: 25% or more of the total number of labor hours for this contract or project will be performed by Section 3 Workers and 5% or more of the total number of labor hours will be performed by Targeted Section 3 Workers. **If "Yes", please refer to the income limits of where the individual resides to confirm low-income eligibility and complete Table No. 1; if "No," proceed directly to the following Section 2.2. Contractors marking “No” here are still required to track all labor hours performed by Section 3 Workers**

Low- and very low-income workers: The worker’s income for the previous or annualized calendar year is below the income limit established by HUD. Example- *in 2021, the single income limit for Hartford is \$55,950. John Johnson lives in Hartford and makes \$53,000/annually, which would consider him a low-income individual.*

[Table No. 1]

<b>(1) Classification</b>	<b>(2) Total Number of Labor Hours to be Performed</b>	<b>(3) Total Number of Labor Hours to Performed by Section 3 Individuals</b>
<b>Professionals</b>		
<b>Technicians</b>		
<b>Office/Clerical</b>		
<b>Construction by Trade (List)</b>		
<b>Trade:</b>		
<b>Trade:</b>		
<b>Trade:</b>		
<b>Other (List)</b>		

If there are quantities entered within the above Table No. 1, attached are HACH certification forms for each Section 3 Worker.

**2.2. Subcontracted Section 3 Business Concerns**

Yes\_ No \_\_: We hereby provide evidence of a commitment to subcontract in excess of 25 percent of the labor hours of all subcontracts to be performed by business concerns that meet the qualifications of a Section 3 Business Concern. **If “Yes” fill in Table 2, If "No," proceed directly to the following Section 2.3.**

[Table No. 2]

(1) Classifications	(2) Name of Section 3 Firm Receiving the Subcontract	(3) Total Amount of Subcontract(s)	(4) Percentage the Subcontract(s) is/are of the Total Proposed Contract Amount
Professionals		\$	%
Technicians		\$	%
Office/Clerical		\$	%
Construction by Trade		\$	%
Trade:		\$	%
Trade:		\$	%
Trade:		\$	%
Other (List)		\$	%

Attach fully executed copies of any contracts noted above.

**2.3. Contractor Commitment to Meet Labor Hour Benchmark through subcontractors**

Yes\_\_ No \_\_: 25% or more of the total number of labor hours for this contract or project will be performed by Section 3 Workers and 5% or more of the total number of labor hours will be performed by Targeted Section 3 Workers employed by the Contractor and/or its subcontractors. **If "Yes", please refer to the income limits of where the individual resides to confirm low-income eligibility and complete Table No. 3; if "No," proceed directly to the following Section 3.0. Contractors marking "No" here are still required to track all labor hours performed by Section 3 Workers employed by subcontractors.**

Note that the percentage benchmarks are aggregated between the Contractors forces and subcontractors. For example, marking yes here could mean that 12% of the Contractors labor hours will be performed by Section 3 Workers and 13% of the labor hours will be performed by subcontractor Section 3 Workers with 5% of the hours being performed by Targeted Section 3 Workers.

[Table No. 3]

(1) Classification	(2) Total Number of Labor Hours to be Performed	(3) Total Number of Labor Hours to Performed by Section 3 Individuals
Professionals		
Technicians		
Office/Clerical		
Construction by Trade (List)		
Trade:		
Trade:		
Trade:		
Other (List)		

If there are quantities entered within the above Table No. 3, attached are HACH certification forms for each Section 3 Worker.

**INSTRUCTIONS FROM THE AUTHORITY.** If your firm is unable to meet the Section 3 benchmarks described above, please move on to and complete Section 3.0.

**Section 3.0 - Additional Efforts to Satisfy the Requirements of Section 3 (Best Efforts/Greatest Extent Feasible)**

3.1 Having marked "No" to each of the sections above our firm commits to carry out commitments marked with an "X" in the "Will" Column below and provides an attached narrative description describing how those commitments will be carried out.

[Table No. 4]

(1) Section	(2) Will	(3) Will Not	(4) Description of Commitment (if marked within the "Will Column)
3.1.1			Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers
3.1.2			Provide training or apprenticeship opportunities.
3.1.3			Provide technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching).
3.1.4			Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding opportunities connection residents to jobs.
3.1.5			Hold one or more job fairs.
3.1.6			Facilitate award of contracts to Section 3 Business Concerns.
3.1.7			Provide or refer Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview, clothing, test fees, transportation childcare).
3.1.8			Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical school.
3.1.9			Assist Section 3 Workers to obtain financial literacy training and/or coaching.
3.1.10			Engage in outreach efforts to identify and secure bids from Section 3 Business Concerns.
3.1.11			Provide technical assistance to help Section 3 Business Concerns understand and bid on contracts.
3.1.12			Divide contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
3.1.13			Advertising the jobs to be filled through the local media, such as community television networks, newspapers, etc.
3.1.14			Promote use of business registries designed to create opportunities for disadvantaged and small businesses.
3.1.15			Perform outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act
3.1.16			Other: Please Specify

3.2 Section 3 Training and Employment Opportunities. The undersigned shall make its best efforts to provide training and employment opportunities generated from the expenditure of Section 3 covered assistance in the following order of priority.

- a. Residents of the housing development or developments for which the Section 3 covered assistance is expended;
- b. Residents of other housing developments managed by HACH;
- c. Participants in HUD YouthBuild programs;
- d. To low-and very low-income persons residing within the Hartford metropolitan area.

3.3 Section 3 Business Concerns Opportunities. The undersigned shall make its best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

- a. To Section 3 Business Concerns that provide economic opportunities for residents of the public housing projects for which the Section 3 covered assistance is provided;
- b. To Section 3 Business Concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by HACH;
- c. To Youthbuild programs; and
- d. To Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the Hartford metropolitan area.

#### **Section 4 - Reporting.**

Contractor shall report on its labor hours performed and best efforts made promptly upon contract initiation through the execution of these compliance commitments, following the end of each calendar year and at contract closeout as well as upon request or at intervals established by the Section 3 Coordinator. Failure to provide such reporting may be considered an event of default under any contract contractor holds with HACH. HACH may dictate the form of report or may accept reports in a form agreeable to the Contractor and HACH.

The undersigned hereby certifies that it and its firm will abide by the terms and conditions of these Section 3 Compliance Commitments.

By: \_\_\_\_\_  
Typed Name:  
Title: \_\_\_\_\_  
Date:

**PURPOSE:** The “Buy America Certification Form” is used to certify that, as required by federal law, all of the iron, steel (for FY23 funded projects and forward) , specific construction materials – non-ferrous metals, lumber, composite building materials, plastic and polymer based pipe and tube, (for FY24 funded projects and forward), all construction materials, including manufactured products (for FY25 funded projects and forward) utilized in federally funded projects with an aggregate of \$250,000 or more funds, including HUD CDBG funds, are produced in the United States in a manner that complies with the Build America, Buy America Act, unless an applicable waiver applies or is granted by the Made in America Office of Management and Budget (MIAO).

**GENERAL INFORMATION:** BABA guidance requires the following Buy America preference: 1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; 2) All listed manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and, for FY 2025 funded projects forward; 3) All (listed and non-listed) construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. The Build America, Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**CERTIFICATION:** I hereby certify the materials to be installed pursuant to the attached Bid Submittal conform to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Signing this document does not relieve the signee of providing evidence of compliance upon request by DOH or HUD.

Prime Contractor: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

*The Prime Contractor is responsible for all subcontractors and for ensuring that all manufacturers and suppliers certify materials with the understanding that those certifying the material assume full legal responsibility of the material and are subject to providing documentation verifying the material meets all requirements upon demand. Any additional materials needed for the project should be itemized, specify if BABA applies, and then certified by the engineer and submittal to DOH with an official Change Order.*

**\* Attach the itemized cost estimate that identifies all materials subject to BABA.**

**HOUSING AUTHORITY OF THE CITY OF HARTFORD**

**REQUIRED BID DOCUMENT CHECKLIST**

Please review the below list of documents to be submitted with your proposal and acknowledge that you have included each document by checking off the corresponding box and signing below.

Document	Included with proposal (check to acknowledge)
<b>4.1 - Bid Form (Proposal Form)</b> <i>(Must be signed)</i>	
<b>4.2 - Acknowledgement of Addenda Form</b> <i>(List all issued addenda, signature required)</i>	
<b>4.3 - Bid Bond Form w/ original Power of Attorney</b> <i>(Only required for proposals/ bids over \$25,000 – must be original)</i>	
<b>4.4 - Non-Collusion Affidavit</b>	
<b>4.5 - Form HUD-5369-A: Representations, Certifications, &amp; Other Statements of Bidders</b>	
<b>4.6 - Form HUD-2530: Previous Participation Certification</b> <i>(Only required for proposals/ bids over \$50,000 – must be signed)</i>	
<b>4.7 – Statement of Bidders Construction Experience</b>	
<b>4.8 - Certification of Bidder Regarding Equal Employment Opportunity</b>	
<b>4.9 - Statement of Compliance with Section 3 – Housing and Urban Development Act of 1968</b>	
<b>4.10 - Section 3 Contractor Compliance Commitments</b>	
<b>4.11 - BABA Certification Form</b>	

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

\_\_\_\_\_  
(Signature)

# Housing Authority of the City of Hartford

## Section 3 Plan

### PURPOSE

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended by the Housing and Community Development Act of 1992 (“Section 3”), is to ensure that employment and other economic opportunities generated by certain U.S. Department of Housing & Urban Development (HUD) financial assistance provided to the Housing Authority of the City of Hartford (HACH), *to the greatest extent feasible*, and consistent with existing Federal, State, and local laws and regulations, are directed to Low-Income and Very Low-Income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to Low-Income and Very Low-Income persons.

HACH has developed and adopted this Section 3 Plan (the “Plan”) to identify goals, objectives and actions that will be implemented to ensure compliance with the requirements of Section 3.

HACH hereby directs the Executive Director to change and update this plan from time to time to make technical corrections and clarifying changes in response to changing market/procurement conditions or Federal regulatory changes. No further board approval is necessary to carry out such revisions. The Executive Director may not make material changes to the Plan without prior approval of the Board of Commissioners. The Executive Director shall present these changes and updates to the Board of Commissioners at the next regular Board of Commissioner’s meeting.

### APPLICABILITY

A. The requirements of Section 3 apply to:

1. Public Housing Financial Assistance (no threshold spending requirement):
  - a. Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);
  - b. Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;
  - c. Development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act; and

- d. The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii).
2. Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction.
3. RAD Projects to a certain extent.

B. The requirements of Section 3 do not apply to:

1. Section 8 Operations and HAP contracts;
2. Professional Services Contracts requiring a specialized degree or certification (i.e., legal services, engineering services, audit services); and
3. Contracts with no labor component (i.e., materials purchases for the warehouse)

#### **DEFINITIONS**

Any capitalized terms included herein and not defined have the meanings assigned to them in the Section 3 statutes and regulations.

**“Best Efforts” and “Greatest Extent Feasible”** are statutory terms, used in the statute in different contexts. As such, HUD uses both terms to track compliance, and there are many ways to interpret the language. Traditionally, HUD has used the terms interchangeably, as referenced in the statute, and will continue to be consistent with the statutory language. *See* 12 U.S.C. 1701u(b)-(d). These terms are integral to the statutory intent and provide flexibility, rather than administrative burden, to grantees or recipients of HUD funding.

**“Section 3 Project”** Section 3 Projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*; and/or the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*).

**“Section 3 Worker”** A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or

3. The worker is a YouthBuild participant.

**“Targeted Section 3 Worker”** A Targeted Section 3 Worker for Public Housing Financial Assistance projects is a Section 3 Worker who:

1. is employed by a Section 3 Business Concern; or
2. currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. A resident of public housing or Section 8-assisted housing;
  - b. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
  - c. A YouthBuild participant.

**“Section 3 Business Concern”** A Section 3 Business Concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

**“Low-income and very low-income”** Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>

**“YouthBuild”** YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.

### **BENCHMARKS**

For public housing financial assistance, the benchmark for Section 3 Workers is set at 25 *percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in each HACH fiscal year. For purposes of these benchmarks workers employed with public housing financial assistance include not only HACH employees, but all employees of contractors and their subcontractors covered by Section 3. The benchmark for Targeted Section 3 Workers is set at 5 *percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance in each HACH fiscal year. This means that the 5 *percent* is included as part of the 25 *percent* threshold.

For housing and community development financial assistance projects, the benchmark for Section 3 Workers is set at *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project. For purposes of these benchmarks workers employed with public housing financial assistance include not only HACH employees, but all employees of vendors and contractors covered by Section 3. The benchmark for Targeted Section 3 Workers is set at *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 Project. This means that the *5 percent* is included as part of the *25 percent* threshold.

For HACH and contractors and their subcontractors Section 3 Workers and Targeted Section 3 Worker's labor hours may only be counted for five years from when their status as a Section 3 Worker is established.

These benchmarks are subject to periodic revision by HUD. The Plan will be updated as required to reflect current benchmarks. Benchmarking changes are considered administrative changes for purposes of the Plan and require Executive Director approval only.

**QUALITATIVE EFFORTS TO ATTAIN BENCHMARKS OR SHOW BEST EFFORTS/GREATEST  
EXTENT FEASIBLE**

HACH will pursue some combination of the following and undertake related efforts to meet the benchmarks described in this Plan. Should HACH meet the benchmarks on an annual basis as a result of these efforts and provide accurate reporting to HUD it will be in compliance with Section 3. Should HACH fail to meet the benchmarks after undertaking the following, HACH will provide evidence of its efforts to show that it has made its Best Efforts and worked to the Greatest Extent Feasible to comply with Section 3 requirements.

- Engage in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
- Provide training or apprenticeship opportunities.
- Provide technical assistance to help Section 3 Workers compete for jobs (e.g., resume assistance, coaching).
- Provide or connect Section 3 Workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Hold one or more job fairs.
- Facilitate award of contracts to Section 3 Business Concerns.
- Provide or refer Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assist Section 3 Workers to obtain financial literacy training and/or coaching.
- Engage in outreach efforts to identify and secure bids from Section 3 Business Concerns.

- Provide technical assistance to help Section 3 Business Concerns understand and bid on contracts.
- Divide contracts into smaller jobs to facilitate participation by Section 3 Business Concerns.
- Promote use of business registries designed to create opportunities for disadvantaged and small businesses.
- Perform outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

In addition to the general efforts outlined above HACH will undertake the following to ensure compliance with Section 3.

HACH will provide not more than a 5% price preference in the form of a notional discount to Section 3 Business Concerns for contracts based on the provision of a definite quantity of labor or other service to the Authority. For example, the preference would apply to a roofing contract where the number of roofs to be replaced is a definite quantity set by the Authority and the cost of roofing is set by the Contractor in the form of a bid. The preference would not apply to an indefinite quantity contract (ie on-call emergency services, on-call housing consultant services, etc.). The actual percentage of preference will be determined on an individual contract basis. Contractors who fail to maintain their Section 3 Business Concern status during the term of the contract shall pay HACH for the value of the price differential between their adjusted base bid and the next lowest bid. Section 3 Business Concerns claiming the preference shall supply evidence of their continuing status as a Section 3 Business Concern prior to requesting payment for any retainage or for a final invoice if there is no retainage. Payment for any penalty will be made through a withholding of payment or retainage by HACH. Any moneys collected by HACH under this section will be used for Section 3 purposes. For example:

1. Bid for services.
  - a. Bidder 1 is not a Section 3 Business Concern and bids \$100 to provide a service.
  - b. Bidder 2 is a Section 3 Business Concern and bids \$102 to provide the same service.
  - c. Bidder 2 receives a 5% notional discount making its effective bid \$96.90.
  - d. Bidder 2 is awarded the contract.
2. Failure to meet Benchmarks
  - a. Same facts as number 1 for a-c
  - b. Bidder 2 fails to maintain Section 3 Business Concern status.
  - c. Bidder 2 must pay HACH the difference between its effective bid of \$96.90 and the next lowest bid of \$100 - \$3.10

HACH will certify potential Section 3 Workers and Section 3 Business Concerns utilizing the attached certification forms and make efforts to link certified workers with contractors and certified businesses with contractors as well.

- All persons who meet the Section 3 Worker or Targeted Worker eligibility guidelines can, by appointment, visit with the Section 3 Coordinator to self-certify and claim job readiness for a particular skill or trade. Any claim of job readiness by a particular individual is informational only and HACH makes no representation of job readiness to any contractor hiring such individual.
- The Section 3 Coordinator may make a referral to other agencies that are better equipped to provide job readiness training in a particular skill.
- Any business seeking to be a Section 3 Business Concern in the awarding of contracts or purchase agreements with HACH may apply by completing the Certification for Business Concerns form attached to this Plan. The Section 3 Coordinator will review applications and make a determinations or ask for additional information.
- Certifications for a Section 3 Business Concern must be submitted to the Section 3 Coordinator prior to the submission of bids or responses to HACH solicitations for approval. Certification must be submitted along with any responses.

HACH shall make its best efforts to provide training and employment opportunities generated from the expenditure of Section 3 covered assistance in the following order of priority.

- a. Residents of the housing development or developments for which the Section 3 covered assistance is expended;
- b. Residents of other housing developments managed by HACH;
- c. Participants in HUD YouthBuild programs;
- d. To low-and very low-income persons residing within the Hartford metropolitan area.

Consistent with existing Federal, state and local laws and regulations, HACH will make its best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

- a. To Section 3 Business Concerns that provide economic opportunities for residents of the public housing projects for which the Section 3 covered assistance is provided;
- b. To Section 3 Business Concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by HACH;
- c. To YouthBuild programs; and
- d. To Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the Hartford metropolitan area.

### CONTRACTOR/VENDOR REQUIREMENTS

Contractors and their subcontractors shall make their best efforts to provide training and employment opportunities generated from the expenditure of Section 3 covered assistance in the following order of priority.

- a. Residents of the housing development or developments for which the Section 3 covered assistance is expended;
- b. Residents of other housing developments managed by HACH;
- c. Participants in HUD YouthBuild programs;
- d. To low-and very low-income persons residing within the Hartford metropolitan area.

Consistent with existing Federal, state and local laws and regulations Contractors and their subcontractors shall make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

- a. To Section 3 Business Concerns that provide economic opportunities for residents of the public housing projects for which the Section 3 covered assistance is provided;
- b. To Section 3 Business Concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by HACH;
- c. To YouthBuild programs; and
- d. To Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the Hartford metropolitan area.

Contractors shall submit a Section 3 plan with responses detailing how they and their subcontractors will comply with the requirements of Section 3. The plan should include but not be limited to:

- a. Specific information about the contractor's and subcontractor's current workforce including certification forms as attached to this Plan for current Section 3 Workers.
- b. A list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- c.
- d. Strategies and/or procedures for targeting Section 3 Workers, Section 3 Targeted Workers and Section 3 Business Concerns for new economic opportunities.
- e. Plans for facilitating self-certification of Section 3 Workers and Section 3 Business Concerns.
- f. A commitment to provide all reporting necessary for HACH to comply with Section 3 reporting requirements in a timely manner.

Contractors shall maintain records of any and all Section 3 activities, including:

- a. Section 3 education, training, and employment records, including a record of those potential Section 3 Workers that participated in training sessions as well as any residents or other potential Section 3 Workers who applied for employment opportunities.
- b. Records certifying the status of Section 3 Workers whose hours are claimed toward compliance with Section 3. Such certifications must follow the form of those laid out in Exhibit 2 to this Plan.
- c. Bidding documents, proposals, and Contractor's Section 3 plan.
- d. Records related to notification and outreach.
- e. Records of all hours worked in a manner consistent with HACH and HUD required Section 3 reporting. Note to contractors that the Section 3 Rule has specific requirements related to the number of years a worker may be considered for Section 3 compliance.

Contractors shall meet the benchmarks described in this Plan through their own hours or the hours worked by them and their subcontractors or shall provide the Section 3 Coordinator with a highly detailed description of the Best Efforts and Greatest Extent Feasible activities undertaken to attempt to meet the benchmarks. Should contractors fail to meet the benchmarks they shall also certify that their best efforts were utilized in accordance with the orders of priority for education, training and provision of job opportunities as such priorities are described in this Plan. Such reporting must be provided by contractors promptly upon contract initiation, following the end of each calendar year and at contract closeout as well as upon request or at intervals established by the Section 3 Coordinator. Failure to provide such reporting may be considered an event of default under any contract contractor holds with HACH.

#### **PENALTIES FOR CONTRACTOR NON-COMPLIANCE**

Any contractor found to be non-compliant with their obligations under Section 3 will be given a reasonable chance to cure such non-compliance and then will be subject to the following remedies at HACH's discretion:

- a. Withholding of future payments or retainage due under any contract with HACH until it is determined by the Section 3 Coordinator that the contractor is in compliance with such obligations.
- b. Rejection of all future bids on HACH projects or applications for financial assistance in any form from HACH until it is determined by the Section 3 Coordinator that the contractor is in compliance with such obligations.
- c. Declaration of contract default and pursuit of contract remedies.

### SECTION 3 CLAUSE

All Section 3 covered contracts will include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (“Section 3”).

B. The parties to this Contract agree to comply with HUD’s regulations in 24 CFR part 75, which implement Section 3. Such regulations include, but are not limited to the following:

Contractors and their subcontractors shall make their best efforts to provide training and employment opportunities generated from the expenditure of Section 3 covered assistance in the following order of priority.

- a. Residents of the housing development or developments for which the Section 3 covered assistance is expended;
- b. Residents of other housing developments managed by HACH;
- c. Participants in HUD YouthBuild programs;
- d. To low-and very low-income persons residing within the Hartford metropolitan area.

Consistent with existing Federal, state and local laws and regulations Contractors and their subcontractors shall make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

- a. To Section 3 Business Concerns that provide economic opportunities for residents of the public housing projects for which the Section 3 covered assistance is provided;
  - b. To Section 3 Business Concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by HACH;
  - c. To YouthBuild programs; and
  - d. To Section 3 Business Concerns that provide economic opportunities to Section 3 Workers residing within the Hartford metropolitan area.
- C. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- D. The Contractor shall notify local labor unions of the applicability of Section 3 to this Contract and shall also post all potential job openings and their applicability to potential

Section 3 Workers prominently at each site as well. Contractors shall ensure that their subcontractors follow these requirements as well.

E. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

F. Contractor shall promptly submit total labor hours worked for each project, Section 3 labor hours worked for each project and Targeted Section 3 labor hours worked for each project upon Authority request on a form provided by the Authority (the "Labor Hours Audit"). The Labor Hours Audit may be required by the Authority on a quarterly, semi-annual, annual or project end basis. The Labor Hours Audit form may change from time to time at discretion of the Authority. Failure of Contractor to submit a Labor Hours Audit within 15 business days from Authority request (Saturdays, Sundays and Authority Holidays excluded) is per se an event of default by Contractor under this Contract.

G. The HACH Section 3 Plan is incorporated in its entirety into this Contract. Any failure to comply with the provisions of the HACH Section 3 Plan may be deemed a default under this Contract or under any other contract between contractor and HACH.

#### INTERNAL SECTION 3 COMPLIANT PROCEDURE

In an effort to resolve complaints generated due to non-compliance through an internal process, HACH encourages submittal of such complaints to its Section 3 Coordinator as follows:

- a. Complaints of non-compliance must be filed in writing and must contain the name of the complainant and a brief description of the alleged violation of 24 CFR 135.
- b. Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- c. An investigation will be conducted if complaint is found to be valid. The Section 3 Coordinator will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- d. The Section 3 Coordinator will provide written documentation detailing the findings of the investigation of HACH. HACH will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint.

Written complaints are to be filed with:

Section 3 Coordinator  
Housing Authority of the City of Hartford  
180 John D. Wardlaw Way  
Hartford, CT 06106

If complainants wish to have their concerns considered outside of the HACH a complaint may be filed with:

United States Department of Housing and Urban Development  
Hartford Field Office  
One Corporate Center  
20 Church Street, 10th Floor  
Hartford, CT 06103-3220

#### ADOPTION AND REVISION HISTORY

Board Adoption – November 9, 2021

Revisions Approved by Board – December 14, 2021

Non-Material Revision to Section 3 Clause-Clarification of Reporting Requirements-February 17, 2023

## Section 3 Business Concern Certification for Contracting

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**Instructions:** Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

### Business Information

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Name of Business Owner \_\_\_\_\_

Phone Number of Business Owner \_\_\_\_\_

Email Address of Business Owner \_\_\_\_\_

### Preferred Contact Information

Same as above

Name of Preferred Contact \_\_\_\_\_

Phone Number of Preferred Contact \_\_\_\_\_

### Type of Business (select from the following options):

Corporation

Partnership

Sole Proprietorship

Joint Venture

### Select from **ONE** of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 4).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 4).

**If “Yes” to any options above, please submit the following noted documentation to verify this claim.**

Mark "X" if Included	Description
	Authority resident lease
	Evidence of participation in a public assistance program
	Articles of Incorporation
	Fictitious or Assumed Business Name Certificate
	List of owners/stockholders and % of each
	Latest Board minutes appointing officers
	Organization chart with names and titles and brief functional statement
	Partnership Agreement
	Corporation Annual Report
	Other: Please Specify

### **Business Concern Affirmation**

I affirm that the above statements (on the frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

#### **FOR ADMINISTRATIVE USE ONLY**

Is the business a Section 3 business concern based upon their certification?

**YES**     **NO**

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.**

### **Section 3 Worker Definition:**

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

### **Targeted Section 3 Worker Definition:**

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A YouthBuild participant.

# Section 3 Worker and Targeted Section 3 Worker Self-Certification

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The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

## Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

**Instructions:** Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: \_\_\_\_\_

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)?  
 YES  NO
2. What City are you a resident of? \_\_\_\_\_
3. In the field below, select the amount of individual income you believe you earn on an annual basis.

<input type="checkbox"/> Less than \$10,000	<input type="checkbox"/> \$30,001 - \$40,000	<input type="checkbox"/> More than \$60,000
<input type="checkbox"/> \$10,001 - \$20,000	<input type="checkbox"/> \$40,001 - \$50,000	
<input type="checkbox"/> \$20,001 - \$30,000	<input type="checkbox"/> \$50,001 - \$60,000	

Select from **ONE** of the following two options below:

I qualify as a:

Section 3 Worker (as defined in this Section 3 Worker Certification Form)

Targeted Section 3 Worker (as defined in this Section 3 Worker Certification Form)

---

### Employee Affirmation

I affirm that the above statements (on frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date Hired: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification?  YES  NO

Is the employee a Targeted Section 3 worker based upon their self-certification?  YES  NO

Was this an applicant who was hired as a result of the Section 3 project?  YES  NO

If Yes, what is the name of the company? \_\_\_\_\_

What was the date of hire? \_\_\_\_\_

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.**

### **Section 3 Worker Definition:**

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

### **Targeted Section 3 Worker Definition (for public housing)**

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A YouthBuild participant.

# SAMPLE SECTION 3 LABOR HOURS AUDIT



## SECTION 3 LABOR HOURS AUDIT FOR 2022

Date-

Owner's Name-

Business Name-

Business Full Address-

### **VIA EMAIL**

To whom it may concern,

The Housing Authority of the City of Hartford is conducting its Section 3 Labor Hours Audit for 2022. As you should be aware, the Authority and your firm are required, *to the greatest extent feasible*, to have labor hours performed by Section 3 individuals. This condition was stated in the Authority's solicitation and is in your contract (see HUD-5370 or the updated Section 3 provision in your contract).

Our records show that you received funds or will be receiving certain Federal funds that were part of an Authority public housing contract for services performed in calendar year 2022. You are required by contract to report annually on your Section 3 activities. In addition to reporting the total number of labor hours performed by your organization for HACH, we need to know, at any time during 2022, while you were under contract with the Authority whether any of those labor hours were performed by Section 3 individuals and whether or not those employees were full-time or part-time. The total number of labor hours performed, and identification of those hours performed by Section 3 individuals must be reported on the attached audit.

The Authority is also interested in any training that you may have provided or other efforts you undertook as described in the attached Section 3 Plan of the Authority involving low-income individuals working for your firm part-time or full-time or to subcontractors who are qualified Section 3 Business Concerns. Please see attached for a "Best Efforts" sheet to describe any activities undertaken, if applicable.

The Authority's Section 3 Labor Hours Audit for 2022 is attached to this letter. Please fill out the form and return it to me by Friday, January 23<sup>rd</sup>, 2022. If you have any questions do not hesitate to contact me.

Respectfully yours,

*Larry Johnson*

Larry Johnson  
Section 3 Coordinator & Assistant Project Manager

cc: Section 3 File

**Section 3 Utilization Tracker: Labor Hours**

Housing Authority of the City of Hartford (HACH)

OMB 2501-0040  
 Expiration 04-30-2025  
 HUD Form 4737A - Modified for HACH Usage

Contractors are required to report hours worked on projects subject to Section 3 compliance. Contractors must identify each worker who performed work under a HACH contract, identify that worker's status as a Section 3 Worker or a Targeted Section 3 Worker (if applicable) and the total labor hours worked on any project covered by the contract. Generally office and clerical staff performing bookkeeping or other administrative functions for Contractors on this and other contracts would not have their hours counted in this spreadsheet. Only if such workers performed contract duties would their hours count. For example, a roofing company would report its roofers, their supervisors and any other tradespeople hours but would not report the accounts payable clerk who prepared billing. Identification of workers as Section 3 or Targeted Section 3 takes place outside of this form. Please refer to the HACH Section 3 Plan for further guidance if necessary. Prime contractors are required to report any subcontractor hours as well.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Reporting of hours on this form may be from a business or employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting. This report should only reflect those employees directly involved with this project. In addition to any Section 3 Workers you identified in your solicitation response, please use an employee's pay rate or expected annual salary to determine if they are a Section 3 Worker (low-income individual). Documentation for a Targeted Section 3 Worker is to be completed outside of this report. Low income limits are defined in Section 3 (b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent of the area median individual income. For example, the single income limit in Hartford, CT is \$62,000. If an employee/resident of Hartford makes under \$62,000 a year, they are considered a Section 3 worker (low-income individual).

Job Category	Worker Name	Identification of Worker as Section 3 Worker	Identification of Targeted Section 3 Worker	Date of hire or first reporting period	Total labor hours worked on a project per Section 3 Worker (Tracking of hours can be completed in a separate wage reporting system)
<i>List or identify the job categories associated with this HACH contract</i>	<i>List or identify all Workers performing work for HACH for this contract</i>	<i>Indicate, by marking with an "X" if the worker has been identified as a Section 3 Worker.</i>	<i>Indicate, by marking with an "X" if the worker has been identified as a Targeted Section 3 Worker.</i>	<i>Enter either the date of hire or the date of the first reporting period after hire for each worker.</i>	<i>Enter number of hours worked by the individual employee over the duration of project</i>
<b>Total Number of Labor Hours Performed</b>				<b>Total Number of Section 3 Labor Hours Performed</b>	

## Section 3 Activities or “Best Efforts”

Please list and describe any activities undertaken to satisfy the Section 3 compliance requirements

<u>Activity 1</u>	
<u>Activity 2</u>	
<u>Activity 3</u>	

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

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

Signature: \_\_\_\_\_

## Section 3 Worker and Targeted Section 3 Worker Self-Certification

---

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

### Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

**Instructions:** Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: \_\_\_\_\_

1. Are you a resident of public housing or a Housing Choice \_\_\_ YES \_\_\_ NO Voucher Holder (Section 8)?
2. What City are you a resident of? \_\_\_\_\_
3. In the field below, select the amount of individual income you believe you earn on an annual basis.

\_\_\_ Less than \$10,000                      \_\_\_ \$30,001 - \$40,000                      \_\_\_ More than \$60,000  
\_\_\_ \$10,001 - \$20,000                      \_\_\_ \$40,001 - \$50,000  
\_\_\_ \$20,001 - \$30,000                      \_\_\_ \$50,001 - \$60,000

Select from **ONE** of the following two options below:

I qualify as a:

- \_\_\_ Section 3 Worker (as defined in this Section 3 Worker Certification Form)  
\_\_\_ Targeted Section 3 Worker (as defined in this Section 3 Worker Certification Form)

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**Employee Affirmation**

I affirm that the above statements (on frontside of this form) are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date Hired: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR ADMINISTRATIVE USE ONLY**

Is the employee a Section 3 worker based upon their self-certification?  **YES**  **NO**

Is the employee a Targeted Section 3 worker based upon their self-certification?  **YES**  **NO**

Was this an applicant who was hired as a result of the Section 3 project?  **YES**  **NO**

If Yes, what is the name of the company? \_\_\_\_\_

What was the date of hire? \_\_\_\_\_

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.**

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition (for public housing)

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
  - A resident of public housing; or
  - A resident of other public housing projects or Section 8-assisted housing; or
  - A YouthBuild participant.

HOUSING AUTHORITY OF THE CITY OF HARTFORD

STANDARD FORM OF CONTRACT FOR CONSTRUCTION  
FOR PROJECT NO: {CONTRACT-NUMBER}  
{NAME-OF-PROJECT} AT {LOCATION}

This contract is dated {DATE}, and is between {CONTRACTOR-IN-ALL-CAPS}, a {STATE} {ENTITY-TYPE}, ("Contractor") and the HOUSING AUTHORITY OF THE CITY OF HARTFORD, a public body corporate and politic organized and existing pursuant to CGS §8-40 et seq. ("PHA").

The parties agree as follows:

1. CONTRACT DOCUMENTS. In addition to the documents listed in the HUD Form HUD-5370, *General Conditions of the Contract for Construction* ("HUD-5370"), the following documents constitute part of this contract:

1. PHA's *Special Conditions of the Contract for Construction*
2. PHA's *Invitation for Bids* for this project ("IFB")
3. Contractor's Bid Response for this project.

2. STATEMENT OF WORK. Contractor shall perform all Work necessary to complete the Project specified in the Specifications.

The Project's Specifications are titled {TITLE-OF-SPECIFICATIONS} and are dated {DATE-OF-SPECIFICATION}.

PHA designates as the Architect: {A/E-FIRM} {A/E-FIRM-ADDRESS}.

3. DATES OF COMMENCEMENT AND COMPLETION. Contractor shall commence work at the date and time stated in PHA's Notice to Proceed, in accordance with HUD-5370, Section 5(b), *Preconstruction Conference and Notice to Proceed*.

Contractor shall complete all work required under this contract within {DAYS} (XXX) calendar days of the commencement date, in accordance with HUD-5370, Section 25, *Contract Period*.

4. CONTRACT PRICE. PHA shall pay Contractor the sum of {PRICE} dollars (\$ XXX,XXX.XX), in accordance with HUD-5370, Section 27, *Payments*.

5. LIQUIDATED DAMAGES. Liquidated damages are {DAMAGES} dollars (\$ X,XXX.XX) for each day of delay, in accordance with HUD-5370, Section 33, *Liquidated Damages*.

6. INSURANCE LIMITS. The IFB specifies the insurance limits required by HUD-5370, Section 36, *Insurance*.

7. LABOR STANDARDS. Contractor shall comply with the provisions of HUD-5370, Section 47, *Labor Standards-Non-routine Maintenance*, as if that section is checked.

8. AUTHORITY. The person signing this contract is authorized by the Contractor to enter into this contract on behalf of the Contractor.

The parties are signing this contract as of the date stated in the introductory clause.

{CONTRACTOR}

By \_\_\_\_\_  
{Name}  
{Title}

HOUSING AUTHORITY OF THE CITY OF HARTFORD

By \_\_\_\_\_  
{Name}  
{Title}

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT, That we \_\_\_\_\_  
(contractor)  
\_\_\_\_\_ of \_\_\_\_\_ as

Principal, \_\_\_\_\_ of \_\_\_\_\_ as

Surety, are held firmly bound unto the *Housing Authority of the city of Hartford*. penal sum of (100% of Contract Amount)

\$ \_\_\_\_\_ Dollars

and to such persons, firms or corporations who may furnish materials for or perform labor on the work, construction or improvements contemplated in the contract herein after mentioned for the payment whereof the Principal and the Surety or Sureties bind, their heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT WHEREAS the said \_\_\_\_\_  
(contractor) has entered into a contract with the

*Hartford Housing Authority* dated \_\_\_\_\_ of which the Surety or Sureties acknowledged the receipt thereof.

NOW THEREFORE, if the said \_\_\_\_\_ shall well and  
(contractor)

truly keep and faithfully perform the contract on its part to be kept and performed (including guarantee and maintenance provision therein), and shall pay for all materials, and for all labor performed, and for the rental or hire of vehicles, machinery and equipment, tools and appliances used or employed in the execution of said contract, and shall fully indemnify and save harmless said Housing Authority as therein stipulated, then this obligation shall be of no effect, otherwise it shall remain in full force and effect.

AND THE SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the term of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

This bond is made for the use and benefit of all persons, firms and corporations who may furnish materials or perform any labor for or on account of said work, construction or improvements, or rent or hire out any vehicles, machinery and equipment, tools and appliances used or employed in the execution of said contract, and they and each of them are hereby made obligee hereunder the same as if their own respective names where

written herein as such and they and/or each of them may proceed or use hereon in their own names for their own use and benefit.

IN WITNESS WHEREOF, the parties hereto have executed this bond in triplicate on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_ (Seal)  
(name of contractor)

CORPORATE SEAL

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_ (Seal)  
(name of Surety)

By \_\_\_\_\_

Sealed and delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

Power of Attorney of person executing Bond for Surety Company must be attached.

The rate of premium on this bond is \$ \_\_\_\_\_ per thousand.  
The total amount of premium charges is \$ \_\_\_\_\_.

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the principal, was then \_\_\_\_\_ of said corporation; that I know his signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of corporation by authority of its governing body.

\_\_\_\_\_ (Corporate Seal)  
(Secretary)



**NOTICE TO PROCEED**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contract No.

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Contract Date

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Project No.

Pursuant to the terms of your contract, dated \_\_\_\_\_, 20\_\_\_\_, you are hereby notified to commence work at the start of business on \_\_\_\_\_, 20\_\_\_\_.

The time for completion set forth in the contract is \_\_\_\_\_ calendar days, including the starting day, which establishes \_\_\_\_\_, 20\_\_\_\_, as the Completion Date.

Please note carefully and fulfill the requirements of the General Conditions relative to the submittal and approval of Workmen's Compensation, Manufactures' and Contractor's Public Liability Insurance along with Payment & Performance Bond as this notice to Proceed is conditional upon receipt of these documents.

You are hereby informed that I, \_\_\_\_\_, Executive Director of the Housing Authority of the City of Hartford, have been appointed Contracting Officer and am duly authorized to administer your contract for, and in the name of the *Housing Authority of the City of Hartford*.

Under separate cover, there is being forwarded to you one executed set of Contract Documents, consisting of Contract, Performance and Payment Bond(s), Specifications and Drawings.

Please acknowledge receipt of this Notice to Proceed by signing and dating, and return all copies promptly to this office, retain one (1) copy for your file and record.

Sincerely,

The Housing Authority  
The City of Hartford

Contractor Name \_\_\_\_\_

City, State \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## HOUSING AUTHORITY OF THE CITY OF HARTFORD

### Wage Requirements

*Project Name:*

*Date:*

*Time:*

*Place:*

*Contractor:* Contractor Name

*Contract Amount:*

*Architect:*

*Consultant:*

The Contractor understands the following:

1. Prevailing wage requirements apply to all contractors, subcontractors and lower-tier subcontractors.
2. HUD's responsibility with respect to enforcement: HUD assisted programs require all laborers and mechanics to be paid not less than the prevailing wage rates.
3. Provisions of the National Housing Act, basic 40-hour work week with time and one half pay required for all excess work.
4. Employ only classifications as appear in the wage determination.
5. Make prompt inquiry in those cases which do not fit accurately into the wage determination and propose additional classification and wage rate.
6. The word "journeyman" or "mechanic" should not be used (use proper trade classification).
7. Before using apprentices on the job, the contractor shall present written evidence to HUD of registration in a program of a state agency.
8. Unregistered apprentices are entitled to journeyman's pay.
9. The contractor shall submit copies of the registration of his/her program.
10. The contractor must submit a current wage progression chart, which will be the basis for establishing rates for the project. At this time the State recognizes the following job site ratio: 1 apprentice for 1st journeyman, 1 apprentice for the master and 1 apprentice for each additional journeyman.

11. Corrected payrolls are required when an underpayment is involved. All reimbursements must be made immediately to the employees. Each affected employee must sign the correction in agreement and proof of restitution received.
12. On-the-job interviews of employees by HUD inspectors or LHA personnel or consultants will be conducted: It is the obligation of the contractor and subcontractors to permit interviews with their employees during working hours on the job.
13. The practice of hiring one workman to perform work of different classifications: The workman must receive the highest rate of pay unless daily records are kept showing the number of hours in each classification.

NOTE: The Contractor should contact Matt DeLuca at J. D'Amelia & Associates at [mdeluca@jdamelia.com](mailto:mdeluca@jdamelia.com) regarding Labor Relations problems, wage determinations and clarification of procedures or questions.

14. The consequences of not complying with HUD contract provisions; Noncompliance is subject to sanctions and fines.
15. Willful falsification of payrolls is subject to prosecution under U.S. Criminal Code.
16. Contractor is fully responsible for any acts of omission of any of his/her subcontractors.  
The general contractor reviews the subcontractor's payrolls.  
The general contractor incorporates all conditions relating to payment of Davis-Bacon wage rates including Federal Labor Standard Provisions, regardless of tier, together with a copy of the effective wage determination.

NOTE: Written payroll guidelines and samples of wage requirements material were issued to the contractor at this meeting to be used for his/her convenience and better understanding of required procedures. Also, included was a copy of the current wage decision for the project to be posted on the job site bulletin board along with several Equal Opportunity Posters and HUD Wage Requirements Posters, printed in both the English language and the Spanish language. The contractor was invited to call Matt DeLuca at J. D'Amelia & Associates, [mdeluca@jdamelia.com](mailto:mdeluca@jdamelia.com) concerning any problems or clarification of questions.

17. "Schedule of Amounts for Contract Payments"--HUD Form 51000a and 51000b, if necessary--must be submitted to the Housing Authority as soon as possible after contract signing and prior to submission of any requests for partial payment. (List of Items and instructions are on the reverse of forms).
18. Payroll forms are to be submitted on a weekly basis; they should be correct and complete (to include deductions and net wages) and they should bear the original signature of an officer of the company.

19. On the reverse side of payroll form, check "a" or "b" and list any exceptions in the "Exception" block.
20. If payroll forms are incomplete or incorrect, Contractor will be notified of findings and allowed thirty (30) days to supply corrections.
21. Number each payroll in the upper left hand corner and mark the last payroll "FINAL".
22. If there are any gaps in work weeks, mark "No work performed for w/e (date)" on payroll form.
23. All payroll requisites apply to sub-contractors also.
24. No contractor/subcontractor will be allowed on site until proper insurance documentation is provided. All insurance certificates are required to include General, Workers' Compensation, and Automobile Liability. In addition certificates must list the LHA as Additional Insured and Certificate Holder, and reference the project.

See Page 4 for a list of persons in attendance at this preconstruction conference.

**HOUSING AUTHORITY OF THE CITY OF HARTFORD**

*Date:* 00-00-0000

*Project Name:* 000-00 Project Name

Persons in attendance at the above-referenced preconstruction conference were:

*Name*

*From*

Receipt of a copy of the above wage requirements is acknowledged.

*Wage Determination Numbers:* \_\_\_\_\_

*Contractor:* \_\_\_\_\_

*Architect:* \_\_\_\_\_

*Signed:* \_\_\_\_\_

*Signed:* \_\_\_\_\_

*Name:* \_\_\_\_\_

*Name:* \_\_\_\_\_

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

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

# Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

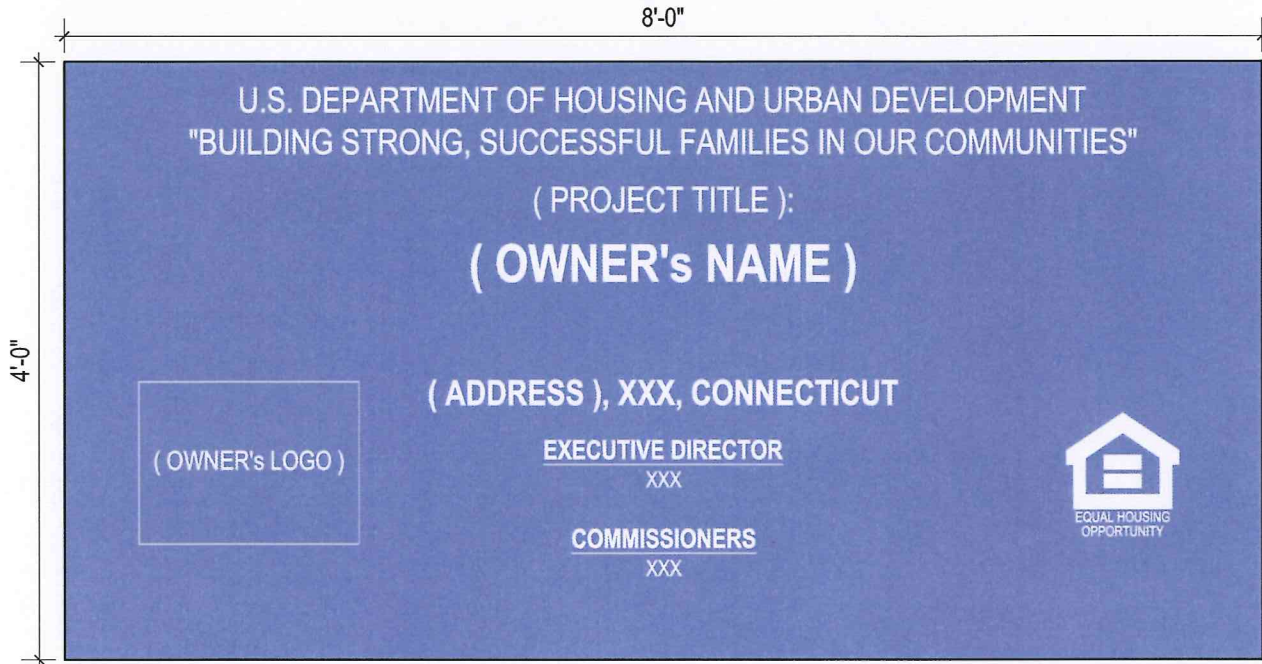
## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**PROJECT SIGN ( SAMPLE )**



**SIGN PANEL:** 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4x4 TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE. TOP OF SIGN AT 8'-0" ABOVE GRADE. SIGN IS TO BE MOUNTED TO THE 4" X 4" POST WITH A 3/8" MINIMUM BOLT AND NUT, FOUR ON EACH SIDE OF SIGN. EACH BOLT IS TO HAVE TWO WASHERS, ONE BETWEEN THE SIGN AND THE HEAD OF THE BOLT AND THE OTHER BETWEEN THE POST AND NUT

**COLORS:** ALL LETTERS AND SYMBOLS ARE TO BE WHITE. THE BACKGROUND WILL BE ROYAL BLUE ENAMEL. BACK OF PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED MATTE BLACK.

**TYPEFACE:** ARIAL NARROW

**LOCATION:** SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE PUBLIC.

**TIMING:** INSTALL AT THE START OF CONSTRUCTION AND REMOVE AT CONSTRUCTION COMPLETION.



# REQUEST FOR ACCEPTANCE OF SUBCONTRACTOR

Date \_\_\_\_\_

TO: \_\_\_\_\_

Project No. \_\_\_\_\_

\_\_\_\_\_

(project name)

\_\_\_\_\_

(project location)

In accordance with our prime contract for \_\_\_\_\_ of this project we request acceptance of the following proposed subcontractor to perform work or to supply material as indicated below:

1. \_\_\_\_\_  
(name)

\_\_\_\_\_

(street address)

\_\_\_\_\_

(city)

(state)

(zip code)

2. Scope of work (state kind of work, if for labor, or material, or both, and give Specification reference):

\_\_\_\_\_

\_\_\_\_\_

3. We warrant that the provisions required by our contract to be inserted in each subcontract will be inserted in this subcontract.

4. We certify that this proposed subcontractor is not ineligible to receive awards of contracts from the United States as evidenced by the list or lists of such contractors maintained by HUD.

5. There will be no assignment of interest in this subcontract except as follows (if none, so state):

6. Terms of Payment

Price: \$ \_\_\_\_\_

7. Remarks:

\_\_\_\_\_

(prime contractor)

By \_\_\_\_\_

Title \_\_\_\_\_

If a sales agent, identify the manufacturer under "Remarks." If a subcontractor, identify principal subcontractor under "Remarks."

## APPROVAL OR REJECTION

The proposed subcontractor named above is \_\_\_\_\_

If accepted, the contracting party giving such acceptance assumes no responsibility in connection with the form or terms of the subcontract nor the performance of the subcontractor, and this form *will not be returned*.

If rejected, the reason(s) will be briefly stated herein, and this form *will be returned* within 10 days after receipt.

\_\_\_\_\_

(date)

\_\_\_\_\_

(contracting officer)

SUBCONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To (Department, Agency, or Bureau)

Date

c/o

Project Number

Project Name

1. The undersigned, having executed a contract with \_\_\_\_\_  
for \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
in the construction of the above-identified project, certifies that:
- a) The Labor Standards Provisions of the Contract For Construction are included in the aforesaid contract,
  - b) Neither he nor any firm, cooperation, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
  - c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor of such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor(s), in duplicate.

The workmen will report for duty on or about \_\_\_\_\_  
(date)

3. He certifies that:

a) The legal name and the business address of the undersigned are:

b) The undersigned is:

- (1) \_\_\_\_\_ A Single Proprietorship  
\_\_\_\_\_ A Partnership  
\_\_\_\_\_ A Corporation Organized in the State of \_\_\_\_\_  
\_\_\_\_\_ Other Organization (describe)

c) The name, title, and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	TITLE	NATURE OF INTEREST

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	TITLE	TRADE CLASSIFICATION

Social Security No. Or \_\_\_\_\_

Federal Employer I.D. No. \_\_\_\_\_

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

BY: \_\_\_\_\_

(Contractor)

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever...makes, passes utters or publishes any statement, knowing the same to be false...shall be fined no more than \$5,000 or imprisoned not more than two years, or both."

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
**CERTIFICATION BY PROPOSED SUBCONTRACTOR  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR *(Include Zip Code)*

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes

No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes

No

3. Subcontractor has filed all compliance reports due under applicable instructions, including SF-100.

Yes

No

None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes

No

NAME AND TITLE OF SIGNER *(Please Type)*

SIGNATURE

DATE

## SECTION 8.1 WAGE DECISION (WAGE RATES)

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- The following wage rates apply to:
  - Betty Knox Apartments – 141 Woodland Street, Hartford, CT 06105
  - Kent Apartments – 188 Sigourney Street, Hartford, CT 06105
- **Wage Determination Number: CT20260021 05/18/2026 Modification Number 2**

State: Connecticut

Construction Types: Building

Counties: Connecticut Counties of  
Hartford

Modification Number	Publication Date
1	01/23/2026
2	05/18/2026

ASBE0033-002 06/01/2025		
	Rates	Fringes
HEAT & FROST INSULATOR (INCLUDES DUCT, PIPE AND MECHANICAL SYSTEMS).....	\$ 48.81	33.65
-----		
BRCT0001-001 01/05/2026		
	Rates	Fringes
BRICKLAYER.....	\$ 45.56	36.94
-----		
BRCT0001-002 01/05/2026		
	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER.....	\$ 45.56	36.94
-----		
BRCT0001-005 01/05/2026		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 45.56	36.94
-----		
CARP0326-024 05/05/2025		
	Rates	Fringes
FLOOR LAYER: CARPET ONLY.....	\$ 42.03	29.19
-----		
CARP0326-025 05/05/2025		
	Rates	Fringes
FLOOR LAYER: HARDWOOD FLOORS ONLY.....	\$ 42.03	29.19
-----		
CARP0326-027 05/05/2025		
	Rates	Fringes
CARPENTER (SCAFFOLD BUILDER).....	\$ 42.03	29.19
-----		
CARP0326-028 05/05/2025		
	Rates	Fringes
CARPENTER (INCLUDES ACOUSTICAL CEILING INSTALLATION, DRYWALL HANGING, FORM WORK, AND METAL STUD INSTALLATION).....	\$ 42.03	29.19

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ELEC0035-014 06/01/2025

	Rates	Fringes
ELECTRICIAN (INCLUDING LOW VOLTAGE WIRING).....	\$ 48.25	36.67

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ELEV0091-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A.VACATION: 6%/UNDER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. 8%/OVER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. B. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS' DAY; THANKSGIVING DAY; THE FRIDAY AFTER THANKSGIVING DAY; AND CHRISTMAS DAY.....	\$ 66.72	38.44

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ENGI0478-004 04/06/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 51.92	29.80

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ENGI0478-005 04/06/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR, BULLDOZER: ROUGH GRADE DOZER PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 50.22	29.80
POWER EQUIPMENT OPERATOR, BULLDOZER: FINEGRADE (SLOPES, SHAPING, LASER OR GPS, ETC.) PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 51.92	29.80

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ENGI0478-012 04/06/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: CRANE UNDER 100 TON RATED CAPACITY) PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 56.79	29.80

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ENGI0478-016 04/06/2025

Rates	Fringes
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POWER EQUIPMENT OPERATOR: LOADER - 7 CUBIC YARDS OR  
 OVER PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY,  
 MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY,  
 THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE  
 EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE  
 HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE  
 WORKING DAY BEFORE AND THE WORKING DAY AFTER THE  
 HOLIDAY.....\$ 53.33

29.80

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 IRON0015-010 06/02/2025

Rates

Fringes

IRONWORKER: REINFORCING, STRUCTURAL, ORNAMENTAL.....\$ 45.25

43.62

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 LABO0230-001 04/06/2025

Rates

Fringes

LABORER: MASON TENDER-CEMENT/CONCRETE.....\$ 35.70

28.85

LABORER: COMMON OR GENERAL.....\$ 35.70

28.85

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 PAIN0011-014 06/01/2025

Rates

Fringes

GLAZIER.....\$ 43.13

26.75

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 PAIN0011-021 06/01/2025

Rates

Fringes

PAINTER: BRUSH AND ROLLER.....\$ 39.57

26.75

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 PAIN0011-023 06/01/2025

Rates

Fringes

DRYWALL FINISHER/TAPER.....\$ 40.32

26.75

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 PLUM0777-001 06/01/2025

Rates

Fringes

PLUMBER.....\$ 50.58

35.85

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 PLUM0777-003 06/01/2025

Rates

Fringes

PIPEFITTER.....\$ 50.58

35.85

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 PLUM0777-004 06/01/2025

Rates

Fringes

PLUMBER: HVAC PIPE INSTALLATION.....\$ 50.58

35.85

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 ROOF0009-001 01/01/2026

Rates

Fringes

ROOFER: SLATE AND TILE.....\$ 45.65

23.53

ROOFER: COMPOSITION.....\$ 45.15

23.53

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 SFCT0669-002 04/01/2025

Rates

Fringes

SPRINKLER FITTER.....\$ 53.76

33.44

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 SHEE0040-001 07/01/2025

Rates

Fringes

SHEET METAL WORKER (INCLUDING HVAC UNIT

INSTALLATION).....\$ 44.70 44.50

SHEE0040-002 07/01/2025

Rates

Fringes

SHEET METAL WORKER (METAL FLASHING AND HVAC DUCT  
INSTALLATION ONLY).....\$ 44.70

44.50

SHEE0040-008 07/01/2025

Rates

Fringes

SHEET METAL WORKER (METAL ROOFS INSTALLATION).....\$ 44.70

44.50

TEAM0191-001 04/06/2025

Rates

Fringes

TRUCK DRIVER: DUMP TRUCK.....\$ 36.39

32.68

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

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

Note: Executive Order 13658 generally applies to contracts subject  
to the Davis-Bacon Act that were awarded on or between January 1,  
2015 and January 29, 2022, and that have not been renewed or  
extended on or after January 30, 2022. Executive Order 13658 does  
not apply to contracts subject only to the Davis-Bacon Related Acts  
regardless of when they were awarded. If a contract is subject to  
Executive Order 13658, the contractor must pay all covered workers  
at least \$13.65 per hour (or the applicable wage rate listed on this  
wage determination, if it is higher) for all hours spent performing on  
the contract from May 11, 2026, through December 31, 2026. The  
applicable Executive Order minimum wage rate will be adjusted annually.  
Additional information on contractor requirements and worker  
protections under Executive Order 13658 is available at  
[www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

The body of each wage determination lists the classifications  
and wage rates that have been found to be prevailing for the  
type(s) of construction and geographic area covered by the wage  
determination. The classifications are listed in alphabetical

order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

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END OF GENERAL DECISION

## SECTION 8.1 WAGE DECISION (WAGE RATES)

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- The following wage rates apply to:
  - All other buildings part of this project
- **Wage Determination Number: CT20260008 05/18/2026 Modification Number 2**

State: Connecticut

Construction Types: Residential

Counties: Connecticut Counties of  
Hartford

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

Modification Number	Publication Date
1	01/23/2026
2	05/18/2026

ELEV0091-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A.VACATION: 6%/UNDER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. 8%/OVER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. B. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; VETERANS' DAY; THANKSGIVING DAY; THE FRIDAY AFTER THANKSGIVING DAY; AND CHRISTMAS DAY.....	\$ 66.72	38.44
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ENGI0478-006 04/06/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: LOADER (UNDER 3 CUBIC YARDS) A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 48.67	29.80
POWER EQUIPMENT OPERATOR: LOADER (7 CUBIC YARDS OR OVER) A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 53.33	29.80
POWER EQUIPMENT OPERATOR: LOADER (3 CUBIC YARDS UP TO 7 CUBIC YARDS) A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 50.22	29.80
POWER EQUIPMENT OPERATOR: COMBINATION HOE AND LOADER A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD		

FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 50.63	29.80
POWER EQUIPMENT OPERATOR: BULLDOZER FINE GRADE A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 51.92	29.80
POWER EQUIPMENT OPERATOR: BULLDOZER (ROUGH GRADE DOZER) A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 50.22	29.80
POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR UNDER 2 CUBIC YARDS; RUBBER TIRE BACKHOE/EXCAVATOR A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 52.92	29.80
POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR 2 CUBIC YARDS AND OVER A. PAID HOLIDAYS: NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE WORKS 3 DAYS DURING THE WEEK IN WHICH THE HOLIDAY FALLS, IF SCHEDULED, AND IF SCHEDULED, THE WORKING DAY BEFORE AND THE WORKING DAY AFTER THE HOLIDAY.....	\$ 51.92	29.80

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ROOF0009-005 01/01/2026

	Rates	Fringes
ROOFER: SLATE AND TILE.....	\$ 45.65	23.53
ROOFER: COMPOSITION.....	\$ 45.15	23.53

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SFCT0676-002 01/01/2025

	Rates	Fringes
SPRINKLER FITTER: FIRE SPRINKLERS A. PAID HOLIDAYS: MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY, PROVIDED THE EMPLOYEE HAS BEEN IN THE EMPLOYMENT OF A CONTRACTOR 20 WORKING DAYS PRIOR TO ANY SUCH PAID HOLIDAY.....	\$ 49.98	33.44

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SHEE0040-003 07/01/2025

	Rates	Fringes
SHEET METAL WORKER.....	\$ 44.70	44.50

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SUCT2002-003 12/16/2008

	Rates	Fringes
PLUMBER/PIPEFITTER (INCLUDING HVAC PIPE INSTALLATION).....	\$ 16.67	2.63

PAINTER: BRUSH AND ROLLER, EXCLUDES DRYWALL		
FINISHING/TAPING.....	\$ 15.33	1.56
LABORERS: LANDSCAPE.....	\$ 14.96	4.63
LABORERS: COMMON OR GENERAL.....	\$ 13.09	1.63
ELECTRICIAN.....	\$ 19.99	2.00
DRYWALL FINISHER/TAPER.....	\$ 16.25	2.70
CEMENT MASON/CONCRETE FINISHER.....	\$ 21.22	0.00
CARPENTER, INCLUDING DRYWALL HANGING.....	\$ 15.50	0.00

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

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than

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

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

#### Union Average Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **SA** identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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U.S. Department of Labor  
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Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

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END OF GENERAL DECISION

"

## INSTRUCTIONS FOR COMPLETING CERTIFIED PAYROLL

General: The use of the Certified Payroll (WH-347) is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by Federal or Federally-aided construction contracts to submit weekly payrolls. Properly filled out, this will satisfy the requirements of Regulations Part 3 and 5 (29 CFR Subtitle A) as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined wage rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs, or by making those payments to employees as cash.

This payroll provides for the contractor's showing on the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes, and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address:

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name must be shown on each weekly payroll submitted. The employee's address must also be shown on the first week in which the employee works on the project. The address need not be shown on fringe amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes the overtime rate shall be not less than the sum of the basic predetermined rate

plus the half time premium on basic or regular rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c) Exceptions: Any contractor who is making payment to approved plans, funds or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay and shall show that he is paying to each such employee for all hours worked (unless otherwise provided by applicable determination) on subsequent weekly payrolls unless his address changes. Although not required by Regulations Parts 3 and 5, space is available in the name and address section so the Social Security numbers may be listed.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Parts 3 and 5.

Column 3 - Work Classifications: List classifications descriptive of work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: On all contracts subject to the Contract Work Hours Standards Act enter as overtime hours all hours worked in excess of 40 hours a week.

Column 5 Total: Self explanatory

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus, cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box show overtime hourly rate paid plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one half the basic or regular rate paid is required for overtime under the Contract Work Hours Standards Act of 1962. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of

the employee's weekly wage was earned on projects other than the project described on the payroll, enter in column 7 first the amount earned during the week on all projects, thus \$63.00/120.00.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns, show the balance of deductions under "Other" column, show actual total under "Total Deductions" column, and in the attachment on the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wage.

Column 9 - Net Wages Paid for Week: Self-explanatory

Totals - Space has been left at the bottom of the column so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Part 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties, provided by 18 UBC 1001, namely possible imprisonment for 5 years or \$10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll". See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

**PAYROLL**

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



Rev. Dec. 2008

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

OMB No.: 1235-0008  
Expires: 07/31/2024

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

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



CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To (Department, Agency, or Bureau)

Date

c/o

Project Number

Project Name

1. The undersigned, having executed a contract with \_\_\_\_\_  
for the construction of the above-identified project, acknowledges that:
- a) The Labor Standards provisions are included in the aforesaid contract;
  - b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor of such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- a) The legal name and the business address of the undersigned are:
- b) The undersigned is:

- (1) \_\_\_\_\_ A Single Proprietorship  
\_\_\_\_\_ A Partnership  
\_\_\_\_\_ A Corporation Organized in the State of \_\_\_\_\_  
\_\_\_\_\_ Other Organization (describe)

c) The name, title, and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST

Social Security No. Or \_\_\_\_\_

Federal Employer I.D. No. \_\_\_\_\_

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

BY: \_\_\_\_\_

(Contractor)

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever...makes, passes utters or publishes any statement, knowing the same to be false...shall be fined no more than \$5,000 or imprisoned not more than two years, or both."

**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics 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 the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 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. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 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. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), 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 any 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** 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:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** 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.

**(iii)** The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. 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, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 the Office of Apprenticeship Training, Employer and Labor Services, 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 above, 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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

- (ii) **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 on 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 on 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 on the wage determination for the 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 on 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.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor 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 Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

## **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. 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, 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 clause set forth in subparagraph B(1) of this paragraph, 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 clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** 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 the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

**(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 U.S. 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 other Federal contract with the same prime contract, 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 clause set forth in subparagraph B(2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

## **C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## Davis-Bacon Poster – WH-1321 (Government Construction)

According to regulations outlined in the General Conditions for Construction Projects (HUD-5370), Federal Labor Standards Provisions (HUD-4010), and Wage Requirements, the applicable wage determination for this project and the Davis-Bacon poster (pictured below) shall be posted at all times by the Contractor and its subcontractors at the site of work in a prominent and accessible place where it can be easily seen by the workers.

The Davis-Bacon poster (WH-1321) can be found at the following link:

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/fedprojc.pdf>

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-2423  
TTY: 1-877-889-8627  
[www.dol.gov/whd](http://www.dol.gov/whd)



WH1321 REV1412

## PERMISSIBLE PAYROLL DEDUCTIONS

The following payroll deductions may be made without requesting approval:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (a) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (b) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments. Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of Title 29, Code of Federal Regulations. When such a deduction is made the additional records required under Section 516.25(a) of Title 29, Code of Federal Regulations, shall be kept.

**Certificate from Contractor Appointing  
Officer or Employee to Supervise  
Payment of Employee**

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

Project Name \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

Location \_\_\_\_\_ Project No. \_\_\_\_\_

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for \_\_\_\_\_

(specify "General Construction," "Plumbing," "Roofing," etc.) in connection with construction of the above-mentioned Low-Rent Housing Project,

and that (I) (we) have appointed \_\_\_\_\_, whose signature

appears below, to supervise the payment of (my) (our) employees beginning (Date: mm/dd/yyyy) \_\_\_\_\_ ;

That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance

required by the so-called Kick-Back Statue which he/she is to execute with (my) (our) full authority and approval until such time as (I)

(we) submit to the (Name of Local Authority) \_\_\_\_\_

a new certificate appointing some other person for the purposes hereinabove stated.

\_\_\_\_\_  
(Identifying Signature of Appointee)

Attest (If required)

\_\_\_\_\_  
(Name of Firm or Corporation)

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

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

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

\_\_\_\_\_  
(Date: mm/dd/yyyy)

\_\_\_\_\_  
(Date: mm/dd/yyyy)

**Note:** This certificate must be execute by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statue.

<b>Request For Authorization Of Additional Classification And Rate</b>	Check Appropriate Box <input type="checkbox"/> Service Contract <input type="checkbox"/> Construction Contract	<b>OMB Control Number: 9000-0066</b> <b>Expiration Date: 5/31/2027</b>
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**Instructions:** The Contractor shall complete items 3 through 16, keep a pending copy, and submit the request, in quadruplicate, to the Contracting Officer.

<b>1. To:</b> Administrator, Wage And Hour Division U.S. Department Of Labor Washington, DC 20210	<b>2. From:</b> (Reporting Office)
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3. Contractor	4. Date Of Request
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5. Contract Number	6. Date Bid Opened (Sealed Bidding)	7. Date Of Award	8. Date Contract Work Started	9. Date Option Exercised (If Applicable) (Service Contract Only)
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10. Subcontractor (If Any)

11. Project And Description Of Work (Attach Additional Sheet If Needed)

12. Location (City, County, And State)

13. In Order To Complete The Work Provided For Under The Above Contract, It Is Necessary To Establish The Following Rate(s) For The Indicated Classification(s) Not Included In The Department Of Labor Determination

Number: \_\_\_\_\_ Dated: \_\_\_\_\_

a. List In Order: Proposed Classification Title(s); Job Description(s); Duties; And Rationale For Proposed Classifications (Service contracts only)	b. Wage Rate(s)	c. Fringe Benefits Payments
(Use reverse or attach additional sheets, if necessary)		

14. Signature And Title Of Subcontractor Representative (If Any)	15. Signature And Title Of Prime Contractor Representative
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16. Signature Of Employee Or Representative	Title	Check Appropriate Box - Referencing Block 13. <input type="checkbox"/> Agree <input type="checkbox"/> Disagree
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**To Be Completed By Contracting Officer (Check As Appropriate - See FAR 22.1019 (Service Contract Labor Standards) Or FAR 22.406-3 (Construction Wage Rate Requirements))**

- The Interested Parties Agree And The Contracting Officer Recommends Approval By The Wage And Hour Division. Available Information And Recommendations Are Attached.
- The Interested Parties Cannot Agree On The Proposed Classification And Wage Rate. A Determination Of The Question By The Wage And Hour Division Is Therefore Requested. Available Information And Recommendations Are Attached.

(Send 3 copies to the Department of Labor)

Signature Of Contracting Officer Or Representative	Title And Commercial Telephone Number	Date Submitted
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**Paperwork Reduction Act Statement**

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .5 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## ACCEPTABLE APPRENTICESHIP PRACTICES

1. To be eligible to employ apprentices, any contracting organization engaged in any part of the construction of a federally-assisted project must be able to identify itself as a participant in the state or federally-approved apprentice training program.

These apprentice training programs are of two general types:

(a) An area-wide program covering a specific trade (or trades) supervised by a joint committee representing the participating contractors and local union. In such cases, the participating contractor can obtain evidence that the program and the apprentices he employs thereunder have been properly registered.

(b) An individual program involving one company, with or without a bargaining agreement. In this case, the contractor should have in his own files a copy of the registered apprenticeship program or apprenticeship agreement with the State Apprenticeship Agency or, where none exists, with the Bureau of Apprenticeship, U.S. Dept. of Labor.

2. For a contractor or any subcontractor to be eligible to employ an apprentice on any federally-assisted project, he must:

(a) Be certain that his apprentice training program (including a program operated by a Joint Apprenticeship Committee in which he is a participant) and all apprentices to be employed on the project are registered with the appropriate apprenticeship agency and that he has, or can easily obtain, proof of such registration.

(b) He must submit to the appropriate Town official with his payrolls evidence of the registration of each apprentice the first time such apprentice's name appears on a payroll.

Evidence of such registration may be any one of the following: A true or photostatic copy of the apprenticeship agreement showing the approval of the appropriate state or federal apprenticeship agency; a list of apprentices, including those employed by the contractor, showing approval of the appropriate apprenticeship agency and respective dates of registration; a written statement from a member of a Joint Apprenticeship Committee not a party to the project contract certifying that the named apprentices are employed under the supervision of the JAC and are registered with the named or federal apprenticeship agency.

3. The responsibility for enforcing the requirements set forth in 1 and 2 above rests directly on the general contractor, not only with respect to his own employees, but with respect to the employees of any subcontractor under his general contract.

4. The Bureau of Apprenticeship and some of the State Apprenticeship Agencies maintain field representatives in the heavily populated areas. The state or federal apprenticeship representatives are currently informed concerning apprenticeship training practices in their areas. They are available to provide information to contractors seeking to set up apprentice programs consistent with the standards of the state or federal registration agency. They are also available to provide information and assistance to Town officials upon request.

**CONNECTICUT DEPARTMENT OF LABOR  
DAVIS-BACON APPRENTICE CERTIFICATION QUESTIONNAIRE**

The following information is required to obtain an apprentice letter for Davis-Bacon (prevailing wage) projects. **Please print or type. Complete one form for each apprentice to be certified.**

**Section 1: Company Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Section 2: Apprentice Information:**

Name: \_\_\_\_\_ SS# \_\_\_\_\_  
Trade: \_\_\_\_\_

**Sponsor Attestment:** registered apprentice total **accrued hours** = \_\_\_\_\_ as of **this date** / /  
\*total accrued hours are to include all previous credit hours referenced and agreed to on form AT-5.

**Signature of Applicant/Sponsor** \_\_\_\_\_

**Section 3: Project Information:**

Name of Project: \_\_\_\_\_  
Project location: \_\_\_\_\_  
Contract or Project number: \_\_\_\_\_

**\*Section 4: If applicable, to be completed by apprentice supervisor (collective bargaining)**

- a. Name and Local Union #: \_\_\_\_\_
- b. Current Apprentice wage scale, percentage completion rate% \_\_\_\_\_
- c. Date apprentice attained this percentage: \_\_\_\_\_

**\*Please note:** If your company is party to a collective bargaining agreement, after completing questionnaire please **forward to the local union apprentice supervisor** so that they may complete Section 4.

**Please submit:**

**DAVIS-BACON APPRENTICE CERTIFICATION QUESTIONNAIRE  
via email address only:  
[DOL.ApprenticeshipDavisBaconCERT@ct.gov](mailto:DOL.ApprenticeshipDavisBaconCERT@ct.gov)**

## PAYMENT REQUEST CERTIFICATION

I hereby certify to the best of my knowledge and belief that:

- (1) The amounts requested are only for performance in accordance with specifications, terms and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

\_\_\_\_\_  
Signature & Date

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

**\* THIS CERTIFICATION NEEDS TO BE SUBMITTED WITH EACH PERIODIC ESTIMATE FOR PARTIAL PAYMENT.**

# Schedule of Amounts for Contract Payments

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

OMB Approval No. 2577-0157  
(Exp. 1/31/2027)

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

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Project Name and Location	Project Number
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Name, Address, and Zip Code of Contractor
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Nature of Contract	Contract Number
--------------------	-----------------

Approved for Contractor by	Title	Date (mm/dd/yyyy)
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Approved for Architect by	Title	Date (mm/dd/yyyy)
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Approved for Owner by	Title	Date (mm/dd/yyyy)
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Item No. (1)	Description of Item (2)	Quantity (3)	Unit of Measure (4)	Unit Price in Place (5)	Amount of Sub-Item (6)	Amount of Principal Item (7)

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

Signature of authorized representative	Date signed (mm/dd/yyyy)
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## Instructions for Preparation of form HUD-51000

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

### Master List of Items

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

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

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

# Periodic Estimate for Partial Payment

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

OMB Approval No. 2577-015  
7 (exp. 1/31/2027)

Submit original and one copy to the Public Housing Agency.  
Complete instructions are on the back of this form.

Public reporting burden for this collection of information is estimated to average 3.5 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

Name of Public Housing Agency	Periodic Estimate Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
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Location of Project	Project Number
---------------------	----------------

Name of Contractor	Contract Number
--------------------	-----------------

Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$

<b>Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)</b>	<b>\$</b>
---	-----------

**Instructions**

**Headings.** Enter all identifying data required. Periodic estimates must be numbered in sequence beginning with the number 1.

**Columns 1 and 2.** The "Item Number" and "Description of Item" must correspond to the number and descriptive title assigned to each principal division of work in the "Schedule of Amounts for Contract Payments", form HUD-51000.

**Column 3.** Enter the accumulated value of each principal division of work completed as of the closing date of the periodic estimate. Enter the total in the space provided.

**Certifications.** The certification of the contractor includes the analysis of amounts used to determine the net balance due. In the first paragraph, enter the name of the Public Housing Agency, the contractor, and the date of the contract. Enter the calculations used in arriving at the "Balance Due This Payment" on lines 1 through 16.

Enter the contractor's name and signature in the certification following line 16.

The latter portion of this certification relating to payment of legal rates of wages, is required by the contract before any payment may be made. However, if the contractor does not choose to certify on behalf of his/her subcontractors to wage payments made by them, he/she may modify the language to cover only himself /herself and attach a list of all subcontractors who employed labor on the site during the period covered by the Periodic Estimate, together with the individual certifications of each.

**Certification of the Contractor or Duly Authorized Representative**

According to the best of my knowledge and belief, I certify that all items and amounts shown on the other side of this form are correct; that all work has been performed and material supplied in full accordance with the items and conditions of the contract between the (name of owner)

\_\_\_\_\_ and (contractor) \_\_\_\_\_

dated (mm/dd/yyyy) \_\_\_\_\_, and duly authorized deviations, substitutions, alterations, and additions; that the following is a true and correct statement of the Contract Account up to and including the last day of the period covered by this estimate, and that no part of the "Balance Due This Payment" has been received.

1. Original Contract Amount \$ \_\_\_\_\_

**Approved Change Orders:**

2. Additions (Total from Col. 3, form HUD-51002) \$ \_\_\_\_\_  
3. Deductions (Total from Col. 5, form HUD-51002) \$ \_\_\_\_\_ (net) \$ \_\_\_\_\_  
4. Current Adjusted Contract Amount (line 1 plus or minus net) \$ \_\_\_\_\_

**Computation of Balance Due this Payment**

5. Value of Original Contract work completed to date (from other side of this form) \$ \_\_\_\_\_

**Completed Under Approved Change Orders**

6. Additions (from Col. 4, form HUD-51002) \$ \_\_\_\_\_  
7. Deductions (from Col. 5, form HUD-51002) \$ \_\_\_\_\_ (net) \$ \_\_\_\_\_  
8. Total Value of Work in Place (line 5 plus or minus net line 7) \$ \_\_\_\_\_  
9. **Less:** Retainage, \_\_\_\_\_ % \$ \_\_\_\_\_  
10. Net amount earned to date (line 8 less line 9) \$ \_\_\_\_\_  
11. **Less:** Previously earned (line 10, last Periodic Estimate) \$ \_\_\_\_\_  
12. Net amount due, work in place (line 10 less line 11) \$ \_\_\_\_\_

**Value of Materials Properly Stored**

13. At close of this period (from form HUD-51004) \$ \_\_\_\_\_  
14. **Less:** Allowed last period \$ \_\_\_\_\_  
15. Increase (decrease) from amount allowed last period \$ \_\_\_\_\_  
16. **Balance Due This Payment** \$ \_\_\_\_\_

I further certify that all just and lawful bills against the undersigned and his/her subcontractors for labor, material, and equipment employed in the performance of this contract have been paid in full in accordance with the terms and conditions of this contract, and that the undersigned and his/her subcontractors have complied with, or that there is an honest dispute with respect to, the labor provisions of this contract.

Name of Contractor \_\_\_\_\_ Signature of Authorized Representative \_\_\_\_\_ Title \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

**Certificate of Authorized Project Representative and of Contracting Officer**

Each of us certifies that he/she has checked and verified this Periodic Estimate No. \_\_\_\_\_; that to the best of his/her knowledge and belief it is a true statement of the value of work performed and material supplied by the contractor; that all work and material included in this estimate has been inspected by him/her or by his/her authorized assistants; and that such work has been performed or supplied in full accordance with the drawings and specifications, all applicable accessibility requirements (including Section 504 and Title II of the Americans with Disabilities Act; and the Fair Housing Act and Title III of the Americans with Disabilities Act, if applicable), the terms and conditions of the contract, and duly authorized deviations, substitutions, alterations, and additions, all of which have been duly approved.

We, therefore, approve as the "Balance Due this Payment" the amount of \$ \_\_\_\_\_

Authorized Project Representative \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_ Contracting Officer \_\_\_\_\_ Date (mm/dd/yyyy) \_\_\_\_\_

I certify the information on this form and in any accompanying documentation is true and accurate. I acknowledge making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and confinement for up to 5 years, (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

# Schedule of Change Orders

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

OMB Approval No. 2577-0157  
(exp. 1/31/2027)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

**Instructions:** Contractors use this form for reporting the details of approved Change Orders. Attach an original (or a copy) to each copy of the Periodic Estimate for Partial Payment (form HUD-51001) submission, and send to the Public Housing Agency. Complete all entries. Only Change Orders which bear the signatures required by the contract are to be recorded.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) to (mm/dd/yyyy)
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Location of Project	Project Number
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Name of Contractor	Contract Number
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Approved Change Orders		Additions		Deductions
Change Order Number (1)	Dated (mm/dd/yyyy) (2)	Total Amount of Change Order (3)	Value of Work Completed to Date (4)	Total Amount of Change Order (5)
		\$	\$	\$
<b>Totals</b>		\$	\$	\$

Authorized Project Representative	Date (mm/dd/yyyy)
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I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, civil penalties, and confinement for up to 5 years. (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

# Schedule of Materials Stored

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

OMB Approval No. 2577-0157  
(exp. 1/301/2027)

Public reporting burden for this collection of information is estimated to average 1.5 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This information is collected under the authority of Section 6(c) of the U.S. Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

**Instructions:** This form is to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy ) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy) To (mm/dd/yyyy)
-------------------------------	--	---

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

Name of General Contractor	Contract Number
----------------------------	-----------------

Name of Subcontractor	Subcontract Number
-----------------------	--------------------

Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
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**Amount Carried Forward** \$

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**Total Amount or Amount Carried Forward** \$

Prepared by (Contractor's Representative)	Date (mm/dd/yyyy)	Checked by (Owner's Representative)	Date (mm/dd/yyyy)
---	-------------------	-------------------------------------	-------------------

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

As identified in Schedule of Amounts for Contract Payments, form HUD-51000.

**Previous Editions are Obsolete**

form **HUD-51003** (1/2014)

# Summary of Materials Stored

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

OMB Approval No. 2577-0157  
(exp. 1/31/2027)

Public reporting burden for this collection of information is estimated to average 2.5 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

**Instructions:** This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

Name of Public Housing Agency	Supporting Periodic Estimate for Partial Payment Number	Period From (mm/dd/yyyy)	To (mm/dd/yyyy)
-------------------------------	---	--------------------------	-----------------

Location of Project	Project Number
---------------------	----------------

Name of General Contractor	Contract Number
----------------------------	-----------------

Name of General Contractor or Subcontractor	Amounts
General Contractor	\$

Subcontractors	\$
----------------	----

	<b>Total</b>	\$
	<b>Less 10%</b>	\$
	<b>Net</b>	\$

Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)
-------------	-------------------	------------	-------------------

I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) \_\_\_\_\_ submitted by \_\_\_\_\_ consisting of \_\_\_\_\_ sheets with an indicated cost of \$ \_\_\_\_\_, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) \_\_\_\_\_.

Name of Owner	By (Authorized Representative)	Title	Date (mm/dd/yyyy)
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**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

form HUD-51004 (01/2011)



CERTIFICATE AND RELEASE

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(name of contractor)

\_\_\_\_\_  
(signature and title of officer)

\_\_\_\_\_, being first duly sworn on oath, deposes and says, first, that he is the  
(affiant)

\_\_\_\_\_ of the \_\_\_\_\_, second, that he has read the  
(title) (name of contractor)

foregoing Certificate and Release by him subscribed as \_\_\_\_\_ of the \_\_\_\_\_.  
(title) (name of contractor)

Affiant further states that the matters and things stated herein are, to the best of his knowledge and belief, true.

\_\_\_\_\_  
(signature of affiant)

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
(Notary)

My commission expires \_\_\_\_\_.  
(Date)

**Subcontractor/Supplier  
Release**

I/We, the undersigned, \_\_\_\_\_  
President-Treasurer  
of \_\_\_\_\_ Company of  
the Town or City of \_\_\_\_\_ do hereby release the General  
Contractor \_\_\_\_\_ and Housing Authority  
of the \_\_\_\_\_ of all claims arising under and by virtue  
of Construction Contract dated \_\_\_\_\_  
between the aforesaid parties.

By: \_\_\_\_\_

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

Notary Public:

Signed and sworn to be before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY that all work and materials have been carefully inspected by duly authorized representatives or agents of the \_\_\_\_\_ hereinafter called the Local Authority, and that \_\_\_\_\_, hereinafter called the Contractor, has furnished all labor, materials, and services required for the \_\_\_\_\_ at \_\_\_\_\_ located in \_\_\_\_\_ accordance with the requirements of the Specifications and Drawings and Contract No. \_\_\_\_\_, dated \_\_\_\_\_ between the Local Authority and the Contractor.

THIS IS TO CERTIFY:

- 1. That all work covered by this contract, originally required to be completed on \_\_\_\_\_, was actually completed on \_\_\_\_\_;
- 2. That all changes permitted or required to be made, except minor modifications and field adjustments, have been authorized by written and duly approved Change Orders, and all stop orders have been confirmed and listed in writing;
- 3. That all Proceed Orders have been supported by approval Change Orders equitably adjusting the contract price and/or time, where adjustment is indicated;
- 4. That Change Orders No. \_\_\_\_ constitute the only amendments to the contract price and/or time, and that ALL orders issued in connection with this contract are listed on the attached Schedule;
- 5. That all certificates, bonds, guarantees, warranties, insurance and tests, required under the contract have been furnished or performed;
- 6. That the Local Authority has obtained from the Contractor the attached Certificate and Release, releasing the Local Authority in full from all further claims under this contract;
- 7. That all laborers and mechanics have been paid not less than the minimum wage rates as established in said Contract; and that there have been no claims made for infringement of any patent;
- 8. That no claims of any nature by any laborer, mechanic, subcontractor, materialman, or vendor are outstanding against the Local Authority; and
- 9. That:

Date of completion fixed in contract	_____
Date of completion as extended	_____
Actual completion date of contract work	_____
Original contract price	\$ _____
Authorized additions	\$ _____
Subtotal	\$ _____
Authorized deductions excluding liquidated damages (PAYMENTS TO DATE)	\$ _____
BALANCE	\$ _____

And

- 10. That voucher for final payment in the amount of \_\_\_\_\_ Dollars ( \$0.00 ) is due and payable.

FORM OF SIGNATURES FOR CERTIFICATES OF COMPLETION

\_\_\_\_\_

(Name of Local Authority)

By: \_\_\_\_\_

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

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

\_\_\_\_\_

(Name of Architect)

By: \_\_\_\_\_

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

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

CERTIFICATE OF COMPLETION – PART I

THIS IS TO CERTIFY that all work and materials have been carefully inspected by duly authorized representatives or agents of the \_\_\_\_\_ hereinafter called the Local Authority, and that \_\_\_\_\_, hereinafter called the Contractor, has furnished all labor, materials, and services required for the \_\_\_\_\_ at \_\_\_\_\_ located in \_\_\_\_\_ accordance with the requirements of the Specifications and Drawings and Contract No. \_\_\_\_\_, dated \_\_\_\_\_ between the Local Authority and the Contractor, **with such exceptions as hereinafter noted.**

THIS IS TO CERTIFY:

1. That all work covered by this contract, **exclusive of lawns and plantings**, originally required to be completed on \_\_\_\_\_, was actually completed on \_\_\_\_\_, **except as noted under Exception B below and that, as of the latter date, there is an overrun of contract time as noted under Exception C below**, and
2. That all changes permitted or required to be made, except minor modifications and field adjustments, have been authorized by written and duly approved Change Order, and all stop orders have been confirmed and lifted in writing, and
3. That all Proceed Orders have been supported by approval Change Orders equitably adjusting the contract price and/or time, where adjustment is indicated, **except as noted under Exception D below**, and
4. That, as of the date of this Certificate, Change Orders No(s). \_\_\_ constitute the only amendments to the contract price and/or time, and that ALL orders issued in connection with this contract are listed on the attached Schedule;
5. That all certificates, bonds, guarantees, warranties, insurance and tests, required under the contract have been furnished or performed, **except as noted under Exception E below**, and
6. That the Local Authority has obtained from the Contractor the attached Certificate and Release **subject to the claims listed under Exception A below**, and
7. That all laborers and mechanics have been paid not less than the minimum wage rates as established in said Contract; and that there have been no claims made for infringement of any patent **or other claims of any nature not included in the foregoing categories except as noted under Exception F below**, and
8. That there are no outstanding claims arising out of this contract except as follows:

EXCEPTIONS

- (A) Claims asserted in paragraph 2 of the Contractors Certificate and Release:
- (B) Incomplete and/or unsatisfactory item of contract work:
- (C) Overrun in contract time and potential liquidated damages assessable:
- (D) Unexecuted Change Orders:
- (E) Noncompliance with respect to tests, certificates, guaranties, etc. required under this contract:
- (F) Other pending items not included in Exception A through E wich may require disposition before final settlement can be made under the contract:

And

9. That the Contract Financial Status as of \_\_\_\_\_ is as follow:

Original contract price		\$ _____
Authorized additions		\$ _____
Subtotal		\$ _____
Authorized deductions excluding liquidated damages		\$ _____
<b>ADJUSTED CONTRACT PRICE</b>		\$ _____
Less:	Total Payments to contractor	\$ _____
	Maximum potential liquidated damages assessable	\$ _____
	Withheld for uncompleted or unsatisfactory work	\$ _____
<b>AMOUNT PRESENTLY PAYABLE</b>		\$ _____

FORM OF SIGNATURES FOR CERTIFICATES OF COMPLETION

\_\_\_\_\_  
(Name of Local Authority)

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Name of Architect)

By: \_\_\_\_\_

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

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

CERTIFICATE OF COMPLETION – PART II

THIS IS TO CERTIFY:

1. That all claims and exceptions listed in Part I of the Certificate of Completion approved by HUD on \_\_\_\_\_, applicable to contract No. \_\_\_\_\_, dated \_\_\_\_\_, between the Local Authority and \_\_\_\_\_ for \_\_\_\_\_ of the \_\_\_\_\_ located in \_\_\_\_\_, have been disposed of as follows:

DISPOSITION OF EXCEPTIONS

- (A) \_\_\_\_\_
- (B) \_\_\_\_\_
- (C) \_\_\_\_\_
- (D) \_\_\_\_\_
- (E) \_\_\_\_\_
- (F) \_\_\_\_\_

And

2. Date for completion fixed in contract	\$ _____
Date for completion as extended	\$ _____
Actual completion date of contract work	\$ _____
Original contract Price	\$ _____
Authorized additions	\$ _____
Subtotal	\$ _____
Authorized deductions, excluding liquidated damages	\$ _____
<b>ADJUSTED CONTRACT PRICE</b>	\$ _____
Less: Total Payments to Contractor	\$ _____
Total amount of liquidated damages assessed	\$ _____
<b>BALANCE</b>	\$ _____

And

3. That voucher for final payment in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) is due and payable.

FORM OF SIGNATURES FOR CERTIFICATES OF COMPLETION

\_\_\_\_\_  
(Name of Local Authority)

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Name of Architect)

By: \_\_\_\_\_

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

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

## **SCOPE OF WORK & SPECIFICATIONS**

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### **1. Specialized Cleaning for Dust-Lead Hazards**

- a. See table and specifications on following pages.
  - i. Lead-Based Paint Inspection and Risk Assessment reports for each site will be provided to the awarded contractor.

### **2. Lead-Based Paint Abatement**

- a. See “Lead-Based Paint Abatement Plans” prepared by Eagle Environmental, Inc. and dated October 28, 2025.

### **3. Lead-Based Paint Hazard Reduction**

- a. See “Lead-Based Paint Hazard Reduction Plans” prepared by Eagle Environmental, Inc. and dated December 2, 2025.

# **1. Specialized Cleaning for Dust-Lead Hazards**

<b>#2026-603 PHA-Wide Lead-Based Paint Abatement &amp; Hazard Reduction - Specialized Cleaning for Dust-Lead Hazards</b>	
<b>Address</b>	<b>Areas Requiring Specialized Cleaning</b>
<b>AMP-001</b>	
124-126 Wooster Street	Units: ALL (12) Common Areas: All hallway floors
140-142 Wooster Street	Units: 1A, 1B, 2A Common Areas: 2nd Floor Landing Floor, 3rd Floor Landing Windowsill
146-148 Wooster Street	Units: 1A, 1B, 2B, 3B Common Areas: 2nd Floor Landing Floor, 3rd Floor Landing Floor, 3rd Floor Landing Windowsill
32 Sanford Street	Units: ALL (12) Common Areas: First Floor Front & Rear Common Entry Floor; All stair landings
68-70 Pliny Street	Units: ALL (6) Common Areas: All stair landings
<b>AMP-006</b>	
Betty Knox Apartments (141 Woodland Street)	Units: 201, 202, 206, 213, 309, 411, 504, 511, 513, 515, 519, 601, 606, 608, 610, 613, 704, 709, 716, 804, 811, 817, 820, 904, 906, 908, 910 Common Areas: North Stairs 3rd Floor Landing Floor
Kent Apartments (188 Sigourney Street)	Units: 1C, 1D, 1E, 2B, 2C, 3A, 3B, 3E, 4A, 4B, 4C, 4D, 4F, 5A, 5B, 5E, 6A, 6B, 6C, 6F Common Areas: Laundry Room, A-Side Exit Stairwell 6th Floor Landing
Mary Mahoney Village (73-81 Vine Street)	Units: 73A, 73D, 75B, 75C, 75D, 75G, 75I, 75K, 75L, 75M, 75R, 77E, 77F, 79A, 79D, 79J, 79L, 79M, 79N, 79O, 81B Common Areas: BUILDING 79 - Center Front Common Area-1st Floor Landing, Right Front Common Area - 1st Floor Landing, Left Front Common Area - 2nd Floor Landing
<b>AMP-015</b>	
113-115 Westland Street	Units: A1, A2, A3, B1 Common Areas: Front Common Area 1st Floor Stair Landing, Front Common Area 2nd Floor Stair Landing, Front Common Area 3rd Floor Stair Landing, Front Common Area 2nd Floor Windowsill
29-31 Enfield Street	Units: ALL (7) Common Areas: Front Entry Floor, 2nd Floor Stair Landing
19-21 Orange Street	Units: A1, B1, B2, B3, C2, C3 Common Areas: Front Common Area - 2nd Floor Landing, Front Common Area - 3rd Floor Landing
31-33 Orange Street	Units: 1A, 1B, 2B, 2C, 3C Common Areas: 1st Floor Rear Common Floor, Front Common 1st Floor Stair Landing, Front Common 2nd Floor Stair Landing, Front Common 3rd Floor Stair Landing
1532-1534 Park Street	Units: A1, B1, B2, B3 Common Areas: 1st Floor Landing Floor, 2nd Floor Landing Floor, 3rd Floor Landing Floor
58-60 Edgewood Street	Units: ALL (6) Common Areas: 1st Floor Common Floor, 2nd/ 3rd Floor Common - 1st Floor, 2nd/ 3rd Floor Common D-Side Windowsill
182-184 Seymour Street	Units: A, B, C, F, G, H, I, K Common Areas: Front Common Area 1st Floor Landing, Front Common Area 2nd Floor Landing, Front Common Area 3rd Floor Landing
49-51 Cabot Street	Units: A, D, F Common Areas: NONE
57-63 Green Street	Units: ALL (6) Common Areas: N/A
6-17 Winter Street	Units: 7, 8, 9, 11, 13, 15, 17 Common Areas: N/A
3-25 Harrison Street	Units: 7A, 15A, 15B, 19B, 21A, 25 Common Areas: N/A
231-233 Park Street	Units: 231-A1, 231-B1, 231-C1, 231-A2, 231-B2, 233-B1 Common Areas: Second Floor Common Area C-Side Windowsill
188-192 Seymour Street	Units: 188 (Bedroom 2 Windowsill) Common Areas: N/A
726 New Britain Avenue	Units: E (Bedroom 1 Windowsill), F (Kitchen Windowsill) Common Areas: N/A
452-456 Hudson Street	Units: ALL (6) Common Areas: Common Area 3rd Floor Window Sill
598-600 Garden Street	Units: ALL (6) Common Areas: First Floor Landing, Second Story Landing Floor, Third Story Landing Floor

## Specialized Cleaning Procedures

1. Complete all necessary work area preparation in each area prior to commencing abatement in that area.
2. Follow the cleaning procedure described below for hard smooth or semi-porous surfaces:
  - a. Conduct a thorough HEPA vacuuming of the surface.
  - b. Wash the floor with a string mop equipped with wringer. Use a five (5) percent phosphate and water solution. Wring the mop into an empty bucket after each cleaning and before dipping the mop back into the cleaning solution.
  - c. Conduct a clean rinse mopping on the floor.
  - d. Conduct a second HEPA vacuuming of the surface.
3. Follow the cleaning procedure described below for area rugs:
  - a. HEPA vacuum the top side of the rug for one (1) minute per ten (10) square feet.
  - b. Fold the rug in half and HEPA vacuum the back side of the rug and underlying floor at a rate of one (1) minute per ten (10) square feet.
  - c. Repeat Step 2 for the other half of the rug.
  - d. Unfold the rug and HEPA vacuum the top at a rate of two (2) minutes per ten (10) square feet.
4. Follow the cleaning procedure described below for carpet:
  - a. HEPA vacuum the carpet at a rate no faster than two (2) minutes per ten (10) square feet. Vacuum in a side-to-side motion.
  - b. HEPA vacuum the carpet in the opposite direction at a rate no faster than two (2) minutes per ten (10) square feet. Vacuum in a side-to-side motion.

## **2. Lead-Based Paint Abatement**



October 28, 2025

Ms. Elisa V. Hobbs  
Development Director  
Housing Authority City of Hartford  
180 John D. Wardlaw Way  
Hartford, Connecticut 06106

**RE: Lead-Based Paint Abatement Plans  
Scattered Residential Sites  
Hartford, Connecticut  
Eagle Project No. 25-018.39T3**

Dear Ms. Hobbs:

Please find the attached Lead-Based Paint Abatement Plan for seven (7) scattered residential sites throughout Hartford, Connecticut. The sites that are included and required abatement are as follows:

- 32 Sanford Street
- 68-70 Pliny Street
- 124-126 Wooster Street
- 29-31 Enfield Street
- 113-115 Westland Street
- 182-184 Seymour Street
- 598-600 Garden Street

These sites are identified on Table A. In addition, sites and locations where dust-lead hazardous were identified and requires specialized cleaning is also included in this plan. Refer to Table B for the sites, locations and surfaces that required specialized cleaning.

Additionally, a historic determination submission has been electronically filed with the State of Connecticut Commission on Culture and Tourism for review.

Please contact me directly with any questions regarding the Lead-Based Paint Abatement Plan.

Sincerely,  
**Eagle Environmental, Inc.**

  
\_\_\_\_\_  
Aaron E. Hatcher  
Lead Planner Designer

**LEAD-BASED PAINT ABATEMENT PLAN  
SCATTERED RESIDENTIAL SITES  
HARTFORD, CONNECTICUT OCTOBER  
28, 2025**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General Supplementary Conditions and Division 1 Specifications Sections, of the Contract Documents apply to this Section.

1.2 PROJECT DESCRIPTION

- A. The Housing Authority for City of Hartford is undertaking a lead-based paint abatement and specialized cleaning project for the scattered residential building sites throughout Hartford, Connecticut.

- B. Under this abatement plan there are seven (7) scattered sites that will require abatement procedures. The sites are included on Table A. Scope of work and are listed as:

- 32 Sanford Street
- 68-70 Pliny Street
- 124-126 Wooster Street
- 29-31 Enfield Street
- 113-115 Westland Street
- 182-184 Seymour Street
- 598-600 Garden Street

- C. It was reported that children under the age of six (6) years old resided at each of the sites on Table A Scope of Work at the time of inspection. Lead-based paint abatement and interim controls are specified the exteriors of each listed site. All work specified in the Scope of Work must be performed by a State of Connecticut Department of Public Health (CT DPH) licensed Lead Abatement Contractor. There were no known lead-based paint abatement orders or notice of violations on the inspected Site buildings.

- D. Dust-lead hazards were identified on floors and window sills throughout each inspected building under AMP-001, AMP-006, and AMP-015. The contractor shall conduct specialized cleaning procedures throughout all rooms where Lead-Contaminated Dust was identified. The sites locations and surfaces that require specialized cleaning are identified on Table B Scope of Work., refer to Section 3.3 Lead Abatement Procedures Part G. (1-4) for specialized cleaning procedures. Specialized cleaning for Lead-Contaminated Dust Hazards shall be performed by either a CT DPH Licensed Lead Abatement Contractor or United States Environmental Protection Agency (EPA)

Renovation, Repair and Painting (RRP) certified firm. Following specialized cleaning subsequent dust wipes in the affected areas shall be performed to evaluate the effectiveness of cleaning.

- E. The Contractor performing the abatement work specified under this Section, LEAD-BASED PAINT ABATEMENT shall be a State of Connecticut licensed Lead Abatement Contractor and shall appear on the State of Connecticut list of approved Lead Abatement Contractors. All workers and supervisors conducting work under this section shall be licensed by the State of Connecticut as Lead-Based Paint Abatement Workers and/or Lead-Based Pain Abatement Supervisors.
- F. All lead-based paint abatement and interim control work shall be conducted in compliance with all Federal, State and local regulations. Specifically, work shall conform with HUD Guidelines For the Control and Evaluation of Lead-Based Paint in Housing, The United States Environmental Protection Agency (USEPA), The State of Connecticut Department of Public Health (DPH) Lead Poisoning Prevention and Control Regulations, The State of Connecticut Department of Energy and Environmental Protection (DEEP) Hazardous Waste Disposal regulations and the Department of Labor’s Occupational Safety and Health Administration (OSHA) Lead in Construction Final Rule 29 CFR 1926.62.

1.3 SCOPE OF WORK

**SEE ATTACHED TABLE A FOR SCOPE OF WORK.**

Repairs Prior to Abatement

REPAIRS PRIOR TO LEAD HAZARD REDUCTION					
Item #	Location	Component	Side	Quantity	Repair
←-----NONE-----→					

1.4 SITE EXAMINATION

- A. The Lead Abatement Contractor shall visit the Site and examine all structures located thereon. The specifications shall be compared with the existing field conditions. The Lead Abatement Contractor will examine all parts of the existing structure to which new work will be connected, attached or applied, and notify Eagle Environmental of any conditions detrimental to the proper and timely completion of the work.
- B. The Lead Abatement Contractor shall, as a part of their bid, notify Eagle Environmental of any discrepancies, errors, or omissions that might have been discovered in the specifications for the purpose of making such corrections or adjustments as may be necessary. Unless specifically noted otherwise in the bid, any additional work by other trades or by the contractor that is required in order for the Lead Abatement Contractor to finish the job will be assumed to be included in the bid price. If it should appear that any work called for in the specifications is not in accordance with State, local or federal laws or ordinances, the Lead Abatement Contractor shall immediately notify Eagle Environmental.

1.5 LEAD PLANNER/PROJECT DESIGNER INFORMATION

- A. Name of Planner/Project Designer: Aaron E. Hatcher  
Certificate Number: 002157  
Firm: Eagle Environmental, Inc.  
Address: 150 Main Street, Suite B  
City: Bristol State: Connecticut Zip: 06010  
Telephone Number: (860) 589-8257

1.6 INSPECTION REPORT INFORMATION

- A. Inspector Name: Jonathan Vargas  
Title: Lead Inspector/Risk Assessor  
Certificate Number: 002317  
Firm Name: Eagle Environmental, Inc.  
Firm License Number: 001723  
Telephone Number: (860) 589-8257
- B. Inspector Name: Amy Muller  
Title: Lead Inspector  
Certificate Number: 002294  
Firm Name: Eagle Environmental, Inc.  
Firm License Number: 001723  
Telephone Number: (860) 589-8257
- C. Inspector Name: Nicholas Mussen  
Title: Lead Inspector  
Certificate Number: 002291  
Firm Name: Eagle Environmental, Inc.  
Firm License Number: 001723  
Telephone Number: (860) 589-8257
- D. Inspector Name: Connor Kulinski  
Title: Lead Inspector  
Certificate Number: 002299  
Firm Name: Eagle Environmental, Inc.  
Firm License Number: 001723  
Telephone Number: (860) 589-8257

1.7 OWNER INFORMATION

- A. Name: Housing Authority for City of Hartford  
Address: 180 John D. Wardlaw Way  
City: Hartford State: Connecticut Zip: 06106  
Home Telephone: (860) 723-8425

1.8 CONTRACTOR INFORMATION

- A. Company Name: State of Connecticut Licensed Lead Abatement Contractor to be retained following acceptance of plan.  
Contractor License Number: Not applicable at this time  
Contact Person: Not applicable at this time

Address: Not applicable at this time  
City: N/A State: N/A  
Telephone Number: N/A

Zip: N/A

## 1.9 APPLICABLE CODES

A. The Contractor shall be solely responsible for conducting this project and supervising all work in a manner which will be in conformance with all federal, state and local regulations and guidelines pertaining to lead-based paint abatement. Specifically, the Contractor shall comply with the requirements of the following:

1. Occupational Safety and Health Administration: OSHA
  - a. 29 CFR 1910 General Industry Standards
  - b. 29 CFR 1910.1025 Lead Standard for General Inventory
  - c. 29 CFR 1910.134 Respiratory Protection
  - d. 29 CFR 1910.1200 Hazard Communication
  - e. 29 CFR 1910.245 Specifications for Accident Prevention (Sign and Tags)
  - f. 29 CFR 1926.62 Construction Industry Standards
2. State of Connecticut Department of Energy and Environmental Protection: DEEP
  - a. Connecticut DEEP Regulations (Section 22a-209-8(I) and Section 22a-220 of the Connecticut General Statutes)
3. State of Connecticut Department of Public Health: DPH
  - a. 19a-111-1 thru 19a111-11 Lead Poisoning Prevention and Control Regulations.
4. USEPA
  - a. 40 CFR 745.100 - .119 Final Rule
  - b. 40 CFR Part 261 United States Environmental Protection Agency
5. Department of Housing and Urban Development: HUD
  - a. Guidelines For the Evaluation and Control of Lead-Based Paint Hazards in Housing, dated June 1995.
  - b. 24 CFR Part 35 Lead-Based Paint Poisoning in Certain Residential Structures.

## 1.10 FEES, PERMITS AND LICENSES

A. The Lead Abatement Contractor shall comply with the provisions of all permits or applications required by the work specified, as well as make all submittals required under those auspices.

### 1.11 SEQUENCING AND SCHEDULING

- A. The Lead Abatement Contractor shall extend full cooperation to Housing Authority City of Hartford in all matters involving the use of Housing Authority City of Hartford facilities. At no time shall the Lead Abatement Contractor cause or allow to be caused conditions which may cause risk or hazard to the general public or conditions that might impair safe use of the facility.
- B. The Lead Abatement Contractor shall submit a time-line schedule, not date specific, to Housing Authority City of Hartford and Consultant for integration into the overall project schedule. Coordinate the work of this section with the needs of the Housing Authority City of Hartford. Phasing and scheduling of this project will be at the discretion of the Housing Authority City of Hartford and shall not proceed in any area without the express consent of the Housing Authority City of Hartford. The Lead Abatement Contractor shall be available within twenty-four (24) hours' notice for additional work or rework, if after acceptance of the work, it is found that full abatement was not achieved from the initial work effort as determined by the Housing Authority City of Hartford.
- C. The proposed time line for the work in this Section, as noted above, shall show the time involved from start to finish of abatement operations, including preparation, removal, clean-up, and tear-down portions of the job.
- D. A final written schedule shall be prepared for approval by the Housing Authority City of Hartford and the Consultant.

### 1.12 BUILDING OCCUPANCY

- A. It is at the discretion of Housing Authority City of Hartford to vacate the tenants residing in 598-600 Garden Street – Unit B2 for an eight (8) hour work shift and have them return while dust wipe results are pending. Relocation for tenants is not warranted for the lead-based paint abatement and specialized cleaning work. The contractor shall ensure safe egress/ingress for tenants remaining in the building while work is being performed in other sections of the site.

### 1.13 NOTIFICATION TO CONNECTICUT COMMISSION ON CULTURE & TOURISM

- A. Notification to the Commission on Culture and Tourism, Planning Division has been made for 182-184 Seymour Street and the results are pending.

### 1.14 NOTIFICATIONS

- A. The Lead Abatement Contractor shall notify the Housing Authority City of Hartford a minimum of five (5) days prior to work at the Site.
- B. The Lead Abatement Contractor shall make notifications to the local Police Department and Fire Department regarding the project.
- C. The Lead Abatement Contractor shall notify the Hartford Department of Health and Human Services a minimum of five days prior to the commencement of abatement activities. The notification shall be made in writing and copies shall be sent to the

Housing Authority City of Hartford and Eagle Environmental, Inc.

- D. The Housing Authority City of Hartford shall notify the tenants a minimum of five (5) days prior to abatement work.
- E. The Housing Authority City of Hartford shall provide a notice to occupants no more than fifteen (15) calendar days after the hazard reduction activities have been completed. Notice of hazard reduction shall include, but not be limited to:
  - 1. A summary of the nature, scope and results (including clearance results) of hazard reduction activities.
  - 2. A contact name, address and telephone for more information.
  - 3. Available information on the location of any remaining lead-based paint in the rooms, spaces or areas where hazard reduction activities were conducted on a surface by surface basis.
- F. The notices of hazard reduction activities shall be of size and type that is easily read by the occupants and in a format accessible to persons with disabilities (i.e. Braille).
- G. Each notice shall be provided in the occupants' primary language or in the language of the occupants' contract or lease.
- H. The Housing Authority City of Hartford shall provide each notice to the occupants by:
  - 1. Posting and maintaining it in centrally located common areas and distributing it to any dwelling unit if necessary because the head of household is a person with a known disability.
  - 2. Distributing it to each occupied dwelling unit affected by hazard reduction activities or serviced by common areas in which hazard reduction has taken place.
- I. The Contractor shall have an adult occupant sign the Pre-Renovation Disclosure Form. A signed copy of the disclosure form shall be submitted to the Housing Authority City of Hartford office and their consultant with written notice of the start date.

#### 1.15 EPA RENOVATION, REPAIR AND PAINTING RULE

- A. The Contractor must apply, pay the fee and become an EPA Certified RRP firm.
- B. The Contractor must ensure that all renovators working in target housing, common areas or exteriors are EPA certified renovators or trained by a certified EPA renovator. Renovators can become certified by successfully attending an eight (8) hour RRP EPA accredited training course.
- C. The Contractor must provide all tenants with a copy of EPA's Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools pamphlet no earlier than sixty (60) days prior to the date renovation activities are to be performed.
- D. The Contractor shall have an adult occupant sign the Pre-Renovation Disclosure Form.
- E. The Contractor must assume that all painted surfaces contain toxic levels of lead-based paint unless inspected by a licensed lead inspector/risk assessor or tested with an EPA

approved lead testing kit and proven otherwise. Surfaces requiring Lead Abatement as described in Section 1.3 of this plan are known surfaces painted with lead-based paint. In addition, some surfaces may contain intact lead-based paint and therefore are not addressed in this Lead-Based Paint Abatement Plan.

- F. The Contractor is required to ensure renovators minimize lead paint/dust exposure by performing activities in a lead safe manner, see Sections 4.1, 4.2 and 4.4 in this document, including posting of lead warning signs in plain view of the occupants.
- G. The Contractor shall ensure all sub-contractors performing renovation activities on known or assumed lead-based paint above the EPA de minimus level are EPA RRP certified firms and employees are EPA certified renovators or trained by a certified EPA RRP renovator. The Contractor shall document the firm's and renovator's certification numbers.
- H. The Contractor shall provide Housing Authority City of Hartford and the consultant with documentation to include:
  - 1. The Contractor's EPA RRP Firm Certification Number.
  - 2. The Contractor's EPA RRP Renovator's Certification Number.
  - 3. Documentation that all other non-certified employees have been trained on RRP practices by an EPA RRP Certified Renovator.
- I. The Contractor is required to keep all documents for a minimum of three (3) years.

#### 1.16 INSURANCE

- A. The contractors shall carry per Housing Authority City of Hartford contract the following insurances:
  - 1. Workman's Compensation
  - 2. Lead Abatement Liability Insurance
  - 3. Manufacturer's and Contractor's Liability Insurance

#### 1.17 CONTRACT ASSIGNMENT

- A. The contractor shall not assign this contract without written consent of the Housing Authority City of Hartford program. A request for written consent shall be approved by Housing Authority City of Hartford and the building owner. Eagle Environmental, Inc. should be informed prior to the assignment of this contract.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. **Paint:** Prep, prime, and paint all new or existing stripped components (except pressure treated wood) unless specifically indicated otherwise. Two (2) coats of paint shall be

applied. Paint shall be manufactured by Benjamin Moore or equal (color selection by owner).

- B. **Shelving:** Remove shelves and shelf supports with limited damage to existing wall systems, replacement shelving supports. Shelves shall be solid wood and permanently fixed in place. Shelves and shelving supports shall be primed and painted with two (2) coats of water-based satin or semi-gloss paint. Nail holes shall be filled with low shrink wood putty.

## PART 3 - EXECUTION

### 3.1 WORKER HYGIENE PRACTICES

- A. Workers shall don protective gear prior to entering work area including respirators, disposable coveralls, and footwear. No street clothes shall be permitted to be worn under protective clothing. The Lead Abatement Contractor shall provide a clean area for workers to store street clothes and personal belongings.
- B. Eye protection, head protection, and ear protection shall be provided to each worker.
- C. While leaving respirators on, workers shall remove all gross contamination, debris, and dust from disposable coveralls and remove coveralls and footwear and place in hazardous waste disposal bag prior to leaving work area.
- D. The Lead Abatement Contractor shall establish a wash station in close proximity to the work area where workers shall decontaminate their person. The wash station shall be supplied with warm water and soap and an ample supply of drying towels. Wash water shall be tested for proper disposal.
- E. All equipment used by workers inside the work area shall be wet wiped or bagged for later decontamination before removal from work area.
- F. The Lead Abatement Contractor is responsible for using safe procedures to avoid electrical hazards. All temporary electrical wiring will be protected by GFCIs.

### 3.2 ABATEMENT AREA PREPARATION

- A. Interior
  - 1. The tenants in Unit B2 at 598-600 Garden Street are responsible for packing all personal items for removal out of proposed abatement area(s). The Lead Abatement Contractor shall move the personal belongings to an easily accessible area to maintain tenant access to their belongings.
  - 2. The Lead Abatement Contractor shall conduct pre-cleaning activities including HEPA vacuuming floors and horizontal surfaces in the proposed work area.
  - 3. The Lead Abatement Contractor shall remove all moveable objects from the proposed work area.
  - 4. The Lead Abatement Contractor shall cover all non-moveable objects with a single layer of six (6)-mil polyethylene sheeting.

5. The Lead Abatement Contractor shall cover the floors with two (2) layers of six (6)-mil polyethylene sheeting.
6. The Lead Abatement Contractor shall cover ducts, diffusers, exhausts, windows, door openings or other penetrations with a single layer of six (6)-mil polyethylene sheeting.
7. The Lead Abatement Contractor shall post lead warning signs at all ingresses to the work area.
8. The Lead Abatement Contractor shall establish a worker decontamination facility adjacent to the work area(s). The decontamination facility shall be equipped with warm running water, soap, and drying towels.
9. The Lead Abatement Contractor may elect to construct mini-enclosures around the interiors of the windows or components scheduled for abatement. If mini-enclosures are not constructed, the entire room shall be treated as the work area and must be cleaned in accordance with this Specification.

B. Exterior

1. Cover all shrubbery, plantings, stoops, etc. with opaque tarps, which will prevent damage or burning from the sun.
2. Regulate the exterior work area with lead-warning tape. The lead warning tape shall extend around the perimeter of the work area creating a minimum of a ten (10)-foot buffer zone between abatement operations and the warning tape.
3. Post lead-abatement warning signs at conspicuous areas around the perimeter of the abatement area. Unauthorized personnel shall be prohibited from entering the abatement area.
4. Utilize six (6)-mil polyethylene sheeting on the ground and/or porch floors. The sheeting shall extend a minimum of ten (10) feet from the foundation of the building. Sheeting shall be secured to the foundation utilizing duct tape.
5. The edges of the sheeting shall be weighted to avoid blowing or lifting.

### 3.3 LEAD ABATEMENT PROCEDURES

A. Liquid Encapsulation Procedures

1. The Lead Abatement Contractor shall conduct work area abatement preparation as specified in Sections 3.1 and 3.2 prior to conducting abatement activities.
2. HEPA vacuum and wet scrape all loose and flaking paint from each component to be encapsulated. The surface shall be rendered intact prior to de-glossing activities.
3. Clean each component to be encapsulated. Cleaning solutions shall be compatible to the liquid encapsulant that will be applied. Ensure that encapsulants are not applied over dirt, grease, mildew, rust, oil or chalk. Measures shall be taken to remove dirt, grease, mildew, rust, oil or chalk prior to encapsulation.
4. De-gloss each surface prior to encapsulation in accordance with the manufacturer's recommended procedures for de-glossing.

5. Conduct patch tests on each type of architectural component to be encapsulated. Where feasible, the size of the patch test shall be a minimum of fifteen (15) inches by fifteen (15) inches on each component. The surface shall be rendered intact, cleaned and de-glossed prior to performing the patch test. The encapsulant shall be allowed to dry and cure as required by manufacturer specifications.
6. Cut an "X" into the center of the patch test area ensuring that the cut goes entirely through the encapsulant to the substrate. Each cut shall be a minimum of two (2) inches long. Use the cutting tool to lift the encapsulant from the substrate at the intersection of the cutting points. If greater than one-half (1/2) inch of encapsulant is removed, the patch test fails.
7. Failure of a patch test shall require a second patch test to be performed. The same procedures shall be followed for the second patch test.
8. Fill gouges, holes, gaps, or other imperfections or damage, which may result in failure of the encapsulant. The damaged areas shall be repaired with materials compatible to the encapsulant.
9. Encapsulants shall not be applied when the air temperature of the room where encapsulants are to be applied is below forty (40) degrees F or above ninety-five (95) degrees F. In addition, relative humidity is not to be above eighty-five (85) percent or the temperature of the target surface is above the dew point. Document temperature, relative humidity and the temperature of the target surface on a daily basis. Encapsulation procedures may not be conducted when the temperature, relative humidity or target surface temperature are not in compliance with this section or with the manufacturer's specification, whichever is more stringent.
10. All encapsulants shall be applied in accordance with the manufacturer's specifications, including but not limited to temperature requirements, humidity requirements, mil thickness requirements, number of coats, application methods, surface preparation requirements, dry time, cure time, and tinting.
11. Encapsulants used for this project shall be an encapsulant that has been approved by the State of Connecticut Department of Public Health for use in the State of Connecticut.
12. All lead-based painted components and surfaces that are liquid encapsulated shall be placed on a Lead-Based Paint Management Plan for continual surveillance.

B. Paint Stabilization Procedures

1. The Contractor shall conduct work area abatement preparation as specified in Sections 3.1 and 3.2 prior to conducting abatement activities.
2. Lightly mist the surface to be stabilized with water. Wet scrape the surface with a drag scraper or putty knife to remove the loose paint. Continuously mist during scraping. Do not dry scrape.
3. Feather paint edges as necessary to remove high spots in paint that may be subject to future peeling.
4. Remove all raised paint edges that may be present on surfaces or components.

5. Surface contaminants that prevent adhesion should be removed by cleaning with a five (5) percent trisodium phosphate (TSP) and water solution. These contaminants generally include dirt, grease, and soap films.
6. Once all loose paint is removed, clean the surface with a five (5) percent TSP and water solution.
7. Wet wipe the surface with clean water. Allow to dry, prime and repaint.

#### C. Specialized Cleaning Procedures

1. Complete all necessary work area preparation in each area prior to commencing abatement in that area.
2. Follow the cleaning procedure described below for hard smooth or semi-porous surfaces:
  - a. Conduct a thorough HEPA vacuuming of the surface.
  - b. Wash the floor with a string mop equipped with wringer. Use a five (5) percent phosphate and water solution. Wring the mop into an empty bucket after each cleaning and before dipping the mop back into the cleaning solution.
  - c. Conduct a clean rinse mopping on the floor.
  - d. Conduct a second HEPA vacuuming of the surface.
3. Follow the cleaning procedure described below for area rugs:
  - a. HEPA vacuum the top side of the rug for one (1) minute per ten (10) square feet.
  - b. Fold the rug in half and HEPA vacuum the back side of the rug and underlying floor at a rate of one (1) minute per ten (10) square feet.
  - c. Repeat Step 2 for the other half of the rug.
  - d. Unfold the rug and HEPA vacuum the top at a rate of two (2) minutes per ten (10) square feet.
4. Follow the cleaning procedure described below for carpet:
  - a. HEPA vacuum the carpet at a rate no faster than two (2) minutes per ten (10) square feet. Vacuum in a side-to-side motion.
  - b. HEPA vacuum the carpet in the opposite direction at a rate no faster than two (2) minutes per ten (10) square feet. Vacuum in a side-to-side motion.

#### D. Soil Abatement Procedures

1. Complete all necessary work area preparation in each area prior to commencing abatement in that area.
2. Where soil is to be covered, perform the following:
  - a. HEPA vacuum and or rake surface soil to remove loose paint chips.
  - b. Remove small and large debris through raking or manual pick-up.
  - c. Install rolled weed guard material where specified.
  - d. Install the following covering materials at the specified depths:

- 1) Bark Mulch – four (4) inch minimum depth.
  - 2) Top Dressing Topsoil – two (2) inch minimum depth.
  - 3) Gravel, Pea Stone, etc. – four (4) inch minimum depth.
3. Where soil is to be removed, perform the following:
    - a. Regulate work area around soil removal location(s).
    - b. Remove visible surface paint chips prior to soil removal.
    - c. Manually remove soil to specified depth. Lightly mist soil with water to reduce dust.
    - d. Place soil in appropriate waste container.
    - e. Apply replacement soil or materials as specified. Replacement soil must contain less than two hundred (200) mg/kg of lead.
  4. Where ground cover is to be applied, perform the following:
    - a. Perform steps specified in 3.3 and/or 3.3.
    - b. Where grass seed is to be planted, utilize a K31 Fescue or equivalent hearty seed.
    - c. Prepare soil for planting by lightly raking and loosening soil.
    - d. Apply seed at manufacturer’s recommended covering rate.
    - e. Cover with straw mulch and water.
    - f. Install temporary caution tape around planted areas.
    - g. Caution tape to be removed by Owner once grass is established.

### 3.4 CLEANING

#### A. Interior

1. The Contractor shall ensure that all tools and materials are adequately cleaned at the completion of each shift.
2. The Contractor shall remove all gross waste from the lead abatement area prior to conducting final cleaning operations. All waste shall be treated as hazardous until the analytical results from the TCLP tests are received.
3. The Contractor shall thoroughly HEPA vacuum all flat surfaces and components including polyethylene sheeting within and/or adjacent to the lead abatement work area.
4. The Contractor shall remove polyethylene sheeting from floors and non-moveable objects following the initial cleaning. Polyethylene sheeting shall be folded inwards from the corners and folded upon itself.
5. The following final cleaning shall be conducted following removal of polyethylene sheeting:
  - a. HEPA vacuum floors and horizontal surfaces.
  - b. Wet clean floors and horizontal surfaces with a five (5) percent phosphate solution
  - c. Conduct second HEPA vacuuming on floors and horizontal surfaces.

- d. Wait twenty-four (24) hours for dust settlement period.
- e. Repeat steps a, b and c.

### 3.5 FINISH WORK AND WORKMANSHIP

- A. The Lead Abatement Contractor shall be responsible for all finish work, unless specified otherwise, including but not limited to sanding, caulking, puttying, nail head filling, screw head filling, capping, cleaning, priming and painting.
- B. All newly installed surfaces and or components, including but not limited to: wood trim, wood doors, wood enclosures, wood windows, sheetrock, paneling, luan and all components and surfaces that were stripped of lead-based paint shall be primed and painted with one coat of finish paint. Color to be selected by Owner.
- C. Workmanship shall be of the highest quality and all installations, applications, repairs, removals, etc. shall be made to fit and blend with the existing surfaces to the best extent feasible.
- D. The finished work shall be approved at the discretion of the Housing Authority City of Hartford or their designated representative Housing Authority City of Hartford. Re-work shall be performed at no additional cost to the Housing Authority City of Hartford.

### 3.6 DISPOSAL OF WASTE MATERIALS

- A. The Contractor shall perform the following:
  - 1. Work with Owner to see that waste is disposed of according to local, state and federal law and regulations and at the minimum practical cost. Contractor must dispose of non-hazardous waste generated in the performance of this Contract at no additional cost to Owner above the amount specified in Section 1 of this Contract. Contractor will be reimbursed for actual eligible costs for hazardous waste disposal on a dollar-for-dollar basis. Contractor must provide invoices to substantiate hazardous waste disposal costs. Eligible costs will consist of hazardous waste container fees and hazardous waste disposal fees. Contractor labor fees are not eligible for adjustment under this paragraph and should be included in Contractor's bid proposal. Furthermore, all waste expenditures are included in the calculation of the maximum amount that Housing Authority City of Hartford will provide Owner under the separate contract between Owner and Housing Authority City of Hartford.
  - 2. All primary waste materials generated during abatement, i.e. windows, doors, wood components, plaster, etc. shall be characterized for proper disposal utilizing the TCLP method. The cost associated with the TCLP sampling, analysis and report writing shall be the responsibility of the Housing Authority City of Hartford.
  - 3. All secondary waste materials generated during abatement, i.e. disposable clothing, polyethylene sheeting, waste water, etc., shall have confirmatory TCLP testing to determine waste characterization. This testing shall be performed and paid for by the Lead Abatement Contractor. Results shall be furnished to the Housing Authority City of Hartford and Consultant.
  - 4. The Lead Abatement Contractor shall comply with the requirements for small quantity generators (generates between one hundred (100) kg and one thousand

(1000) kg of hazardous waste in a month or accumulates no more than one thousand (1000) kg of hazardous waste on-Site at any one time and stores waste for no greater than ninety (90) days).

5. The Contractor shall ensure that all hazardous waste generated is sent off-Site to permitted hazardous waste treatment, storage, or disposal facilities (TSDF).
6. The Lead Abatement Contractor shall use DEEP permitted transporters for transport of hazardous waste.
7. The Lead Abatement Contractor shall apply for a temporary EPA identification number. Hazardous waste manifests must be utilized which bear this I.D. number.
8. The Lead Abatement Contractor must comply with hazardous waste containerization requirements including but not limited to maintaining the containers in good condition, keeping containers closed and locked while in storage, properly labeling and dating containers, and using containers which are DEEP approved for over the road use.
9. The Lead Abatement Contractor shall develop a written inspection schedule to inspect any containers of hazardous waste at least weekly.
10. The Lead Abatement Contractor must designate an emergency coordinator who will be responsible for coordinating emergency response measures. Basic emergency information must be listed in writing and posted next to the on-Site telephone. This information must include the name and number of the emergency coordinator.
11. The Lead Abatement Contractor must develop a written contingency plan for the Site, which describe actions personnel will take in response to fires or other emergencies that may result in a release of hazardous waste constituents. The plan must meet certain content requirements and copies of the plan must be submitted to certain local emergency response officials.
12. The Lead Abatement Contractor must provide written notification to local fire departments and/or police regarding the location, nature, and duration of the lead-removal project, and regarding the type and quantity of hazardous waste that may be stored at the Site.
13. The Lead Abatement Contractor must train their employees in hazardous waste management. They must maintain certain documentation regarding their training program, including the names, job titles, and job descriptions of the employees involved with hazardous waste management, a written description of the training that is given, and records documenting that employees have been trained. Annual updates of training must also be given.
14. The Lead Abatement Contractor may not store hazardous waste on-Site for greater than ninety (90) days without a TSDF permit.
15. Before leaving the Site for the last time, the Lead Abatement Contractor must remove any remaining hazardous waste and must decontaminate any equipment, storage areas, structures, soil, etc. contaminated as a result of the removal or storage of the hazardous waste generated at the Site.

- B. The Contractor and Housing Authority City of Hartford shall comply with the following:
1. Contractor agrees to assume responsibility of all waste. However, if total project waste is ten (10) cubic yards or less, Housing Authority City of Hartford may agree to assume responsibility for all lead containing waste by signing in designated area in Contract between Housing Authority City of Hartford and Contractor. Contractor agrees to place the lead containing waste in a location designated by Housing Authority City of Hartford and under conditions that do not contaminate the ground or area around the lead containing waste.
  2. The Housing Authority City of Hartford shall promptly remove waste from Site and dispose of in accordance with all applicable laws.
  3. The Housing Authority City of Hartford shall designate a secure area where waste can be stored and is not subject to exposure to inclement weather, tampering or contamination of surrounding area(s).

### 3.7 RE-OCCUPANCY INSPECTION AND CLEARANCE SAMPLING

- A. A visual inspection by Eagle Environmental Inc.'s licensed lead inspector shall be conducted at the completion of abatement work to determine compliance with this plan. The Lead Abatement Contractor shall notify Eagle Environmental, Inc. a minimum of forty-eight (48) hours before the visual inspection.
- B. One (1) dust wipe sample shall be collected from the floor, a representative window sill and representative window well in each room or area where lead abatement work was conducted.
- C. One (1) dust wipe sample shall be collected from the floor and a representative window sill or window well in each room where interim control work was conducted.
- D. One (1) dust wipe shall be collected from each porch floor regardless if abatement work was performed in or on the porch.
- E. One (1) dust wipe sample shall be collected from outside each work area.
- F. The following criteria must be met for final clearance dust wipe samples where lead abatement work and interim control work is performed:
1. Floors: < 5  $\mu\text{g}/\text{ft}^2$
  2. Window Sills: < 40  $\mu\text{g}/\text{ft}^2$
  3. Window Wells: < 100  $\mu\text{g}/\text{ft}^2$
  4. Porch Floors: < 40  $\mu\text{g}/\text{ft}^2$
- G. The initial sampling costs shall be incurred by the Housing Authority City of Hartford. Additional sample collection and analysis costs shall be incurred by the Lead Abatement Contractor for failed sample results.

**-END OF SECTION 020900-**

## **GLOSSARY OF TERMS**

- A. “Abatement” means any set of measures designed to eliminate lead hazards in accordance with standards established pursuant to Sections 20-474 through 20-482 and subsections (e) and (f) of Section 19a-88 of the Connecticut General Statutes and regulations of Connecticut State Agencies sections 19a-111-1 through 19a-111-11 and 20-478-1 and 20-478-2 including, but not limited to, the encapsulation, replacement, removal, enclosure or covering of paint, plaster, soil or other material containing toxic levels of lead and all preparation, clean-up, disposal and re-occupancy clearance testing.
- B. “Abatement Area” means a room or area isolated with containment in accordance with subdivision 19a-111-4 (c) (2) of the regulations of Connecticut State Agencies where lead abatement is occurring.
- C. “Accessible Surface” means any surface which is below five (5) feet in height or is exposed in such a way that a child can come in contact with the surface.
- D. “Apparent Lead Concentration” (ALC) means the average of at least three displayed lead concentration readings taken using a direct reading type x-ray fluorescence analyzer.
- E. “Approved Training Course” or “Approved Refresher Training Course” means a training course or a refresher training course, respectively, approved by the department pursuant to Section 20-477 of the Connecticut General Statutes.
- F. “Atomic Absorption Spectrophotometer” (AAS) means an instrument which measures the lead content in parts per million (ppm) using a lead source lamp, a flame capable of measuring the absorbed energy and converting it to concentration.
- G. “Biological Monitoring” means the analysis of a person’s blood and/ or urine, to determine the level of lead contamination in the body.
- H. “Certificate” means a document issued by the department indicating successful completion of an approved training course.
- I. “Certified Historic Property” means any building, structure, or Site which has been determined historic by the Connecticut Historical Commission. Historic properties must be included in or eligible for inclusion in the national or state registers of historic places.
- J. “Certified Industrial Hygienist” means a person possessing a certificate from the American Board of Industrial Hygiene which indicates that they have specific academic credentials, five years professional experience in industrial hygiene, and have passed an examination given by the American Board of Industrial Hygiene.
- K. “Certified Lead Inspector Risk Assessor” means any lead consultant who completes an appropriate approved training course and obtains a certificate as a lead inspector risk assessor from the department. A certified lead inspector risk assessor conducts inspections and collects and interprets information to assess the level of risk from lead hazards.
- L. “Certified Lead Abatement Supervisor” means any person who completes an appropriate approved training course and obtains a certificate as a lead abatement supervisor from the department. A lead abatement supervisor oversees lead abatement activities.
- M. “Certified Lead Abatement Worker” means any person who completes an appropriate

approved training course and obtains a certificate as a lead abatement worker from the department. A lead abatement worker performs lead abatement activities.

- N. “Certified Lead Inspector” means any lead consultant who completes an appropriate approved training course and obtains a certificate as a lead inspector from the department. A certified lead inspector conducts inspections to determine the presence of lead in paint, other surface coverings and various environmental media. The terms “lead inspector” and “inspector” means “certified lead inspector” or “code enforcement official” as defined in subsection (U) of this section unless specifically noted otherwise.
- O. “Certified Lead Planner-Project Designer” means any lead consultant who completes an appropriate approved training course and obtains a certificate as a lead planner-project designer from the department. A certified lead planner- project designer designs lead abatement and management activities.
- P. “Chewable Surface” means any projection one half (0.05) inch or greater from an interior or exterior surface up to five (5) feet in height that can be mouthed by a child. The chewable surface includes window sills, door frames, stair rails and stairs, two (2) inches back from any edge, and any other exterior and interior surface that may be readily chewed by children. Baseboards with an exposed horizontal edge may have quarter round molding applied to the top so that only vertical edges forming outside corners, if present, constitute a chewable surface.
- Q. “Child” means a person under the age of six (6).
- R. “Child Daycare Services” means a program of supplementary care in accordance with section 19a-77 (a) of the Connecticut General Statutes.
- S. “Child Daycare Center” means a program of supplementary care in accordance with section 19a-77 (a) (1) of Connecticut General Statutes.
- T. “Code Enforcement Agency” means the local health department responsible for enforcing the public health code or the local housing agency responsible for enforcing housing code regulations or any other agency designated by the appropriate authority to enforce either the public health code or housing code regulations.
- U. “Code Enforcement Official” means the director of health or a person authorized by him to act on his behalf, the local housing code official or a person authorized by him to act on his behalf, or an agent of the commissioner.
- V. “Commissioner” means the commissioner of public health.
- W. “Common Area” means a room or area that is accessible to all tenants in a building (e.g. hallway, boiler room).
- X. “Containment” means a process for protecting workers, residents, and the environment by controlling exposures to lead dust and debris created during abatement.
- Y. “Confirmatory Testing” means analysis using atomic absorption spectrophotometry (AAS), graphite furnace atomic absorption spectrophotometry (GFAAS), inductively coupled plasma atomic emission spectrophotometry (ICP-AES), or x-ray fluorescence spectrum analysis spectrometry with a 240 second spectrum analyzer test.
- Z. “Corrected Lead Concentration” (CLC) means the difference between the average

displayed lead concentration readings (using a direct reading type x-ray fluorescence analyzer) taken on a painted surface and the average of three readings taken on a bare substrate (substrate contribution).

- AA. “Defective Surface” means peeling, flaking, chalking, scaling or chipping paint; paint over crumbling, cracking or falling plaster, or plaster with holes in it; paint over a defective or deteriorating substrate; or paint that is damaged in any manner such that a child can get paint from the damaged area.
- BB. “Director” means the director of the state program for childhood lead poisoning prevention.
- CC. “Dwelling” means every building or shelter use or intended for human habitation, including exterior surfaces and all common areas thereof, and the exterior of any other structure located within the same lot, even if not used for human habitation.
- DD. “Dwelling Unit” means a room or group of rooms within a dwelling arranged for use as a single household by one or more individuals living together who share living and sleeping facilities.
- EE. “Elevated Blood Lead Level” means a blood lead concentration equal to or greater than twenty (20) micrograms per deciliter ( $\mu\text{g}/\text{dl}$ ) or as defined by Connecticut General Statutes section 19a-111.
- FF. “Encapsulation” means resurfacing or covering surfaces, and sealing or caulking with durable materials, so as to prevent or control chalking, flaking substances containing toxic levels of lead from becoming part of house dust of accessible to children.
- GG. “Entity” means any person, partnership, firm, association, corporation, sole proprietorship or any other business concern, state or local government agency or political subdivision or authority thereof, or any religious, social or union organization, whether operated for profit or otherwise.
- HH. “Epidemiological Investigation” means an examination and evaluation to determine the cause of elevated blood lead levels. An epidemiological investigation will include an inspection conducted by a lead inspector to detect lead-based paint and report of findings. This investigation must also include evaluation of other sources such as soil, dust, pottery, gasoline, toys, or occupational exposures, to determine the cause of elevated blood lead levels. The investigation may also include isotopic analysis of lead-containing items.
- II. “Family Daycare Home” means a program of supplementary care in accordance with section 19a-77 (a) (3) of Connecticut General Statutes.
- JJ. “Graphite Furnace Atomic Absorption Spectrophotometer” (GFAAS) means an instrument that functions the same as an AAS, with one exception, i.e., the flame is replaced by an electrically heated chamber, a graphite tube, into which the sample is deposited.
- KK. “Group Daycare Home” means a program of supplementary care in accordance with section 19a-77 (a) (2) of Connecticut General Statutes.

- LL. “High Efficiency Particulate Air” (HEPA) means a type of filtering system capable of filtering out particles of 0.3 microns or greater diameter from a body of air at 99.97% efficiency or greater.
- MM. “High Phosphate Detergent” is detergent which contains at least five (5) percent tri-sodium phosphate (TSP).
- NN. “Inductively Coupled Plasma-Atomic Emission Spectrophotometer” (ICP-AES) is an instrument which measures lead in ppm using a heat source (plasma torch) to dissociate and ionize lead atoms thereby emitting energy. This emission energy is measured and converted to concentration by the detector.
- OO. “Intact Surface” means a defect-free surface with no loose, peeling, chipping or flaking paint. Painted surfaces must be free from crumbling, cracking or falling plaster and must not have holes in them. Intact surfaces must not be damaged in any way such that a child can get paint from the damaged area.
- PP. “Isotopic Analysis” means a physicochemical method which differentiates between chemical elements having different atomic weight and electrical charge.
- QQ. “Lead-Based” refers to paints, glazes, and other surface coverings, containing a toxic level of lead.
- RR. “Lead Abatement Plan” means a written plan that identifies the location of intact and defective lead-based paint and describes how defective lead-based surfaces will be abated and how the environment, health, and safety will be protected. The plan also identifies the location of soil containing lead and describes sampling protocol used and abatement options.
- SS. “Lead Consultant” means any person who performs lead detection, risk assessment, abatement design or related services in disciplines including, but not necessarily limited to, inspector, inspector risk assessor and planner-project designer.
- TT. “Lead Management Plan” means a written plan that describes how an intact surface with lead-based paint will be monitored to ensure that defective paint surfaces will be identified and abated.
- UU. “Licensed Lead Abatement Contractor” means any entity that contracts to perform lead hazard reduction by means of abatement including, but not limited to, the encapsulation, replacement, removal, enclosure or covering of paint, plaster, soil or other materials containing toxic levels of lead and obtains a license from the department to conduct such abatement work. The contractor utilizes certified lead abatement supervisors to oversee such lead abatement activities and certified lead abatement workers to perform such lead abatement activities. The terms “lead abatement contractor” and “abatement contractor” mean “licensed lead abatement contractor” unless specifically noted otherwise.
- VV. “Licensed Lead Consultant Contractor” means any entity that contracts to perform lead hazard reduction consultation work utilizing an inspector, inspector risk assessor and/or planner-project designer and obtains a license from the department to conduct such consultation work. The terms “lead consultant contractor” and “consultant contractor” mean “licensed lead consultant contractor” unless specifically noted otherwise.

- WW. “Owner” means any person, partnership, firm, association, corporation, sole proprietorship or any other business concern, state or local government agency or political subdivision or authority thereof, or any religious, social or union organization, whether operated for profit or otherwise, who, alone or jointly with others owns, holds, or controls the whole or any part of the deed or title to any property. No holder of an easement, mortgagee, bank or lender holding the mortgage shall be considered an owner except when the holder of an easement, mortgagee, banker, or lender takes physical possession of the property.
- XX. “Paint Removal” means a strategy of abatement which entails stripping lead paint from surfaces.
- YY. “Replacement” means a strategy of abatement which entails the removal of components such as windows, doors and trim that contain toxic levels of lead and installing new components which are lead free.
- ZZ. “Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Building’s” means the guidelines and methods approved by the state and federal governments for alterations to historic properties (36 CFR section 67).
- AAA. “State Laboratory for Lead and Lead Poisoning Detection” means the laboratory established by the commissioner, for the purpose of analyzing blood specimens from persons for the presence of lead; and analyzing samples of paint, plaster, soil and other materials, within the laboratory or on Site with mobile units, for toxic levels of lead.
- BBB. “State Program” means the childhood lead poisoning prevention program established by the department.
- CCC. “Substrate” means the underlying surface which remains after paint is removed. “Substrate Equivalent Lead” (SEL) means the average of at least three displayed lead concentration readings with a direct reading type x-ray fluorescence analyzer after paint is removed from the substrate.
- DDD. “Target Housing” means any housing constructed prior to 1978, except any zero- bedroom dwelling unit or any housing for the elderly or persons with disabilities unless a child resides or is expected to reside in such dwelling unit or housing.
- EEE. “Toxic Level of Lead” means a level of lead that:
1. When present in paint offered for sale for use on or in a residential dwelling contains greater than 0.009 percent lead by weight as measured by atomic absorption spectrophotometry (AAS), graphite furnace atomic absorption spectrophotometry (GFAAS), inductively coupled plasma-atomic absorption spectrophotometry (ICP-AES) or another accurate and precise testing method that has been approved by the commissioner, by a laboratory approved by the department for lead analysis.
  2. When present in a dried paint, plaster or other accessible surface on or in a residential dwelling contains equal to or greater than 0.50 percent lead by dry weight as measured by atomic absorption spectrophotometry (AAS), graphite furnace atomic absorption spectrophotometry (GFAAS), inductively coupled plasma-atomic emission spectrophotometry (ICP-AES) or another accurate and precise testing method that has been approved by the commissioner, by a laboratory approved by the department for lead analysis, or equal to or greater than 1.0 milligrams lead per square centimeter of surface as measured on Site by an x-ray

fluorescence analyzer or another accurate and precise testing method that has been approved by the commissioner.

- FFF. “Treatment” means any method, technique or process designed to change the physical chemical, or biological character or composition of any hazardous waste so as to render it non-hazardous, or to recover it, or to make it safer to transport, store or dispose of, or to make it amenable for recovery, storage, or volume reduction.
- GGG. “TSP” means tri-sodium phosphate. A TSP solution contains at least 5% TSP or its equivalent.
- HHH. “X-Ray Fluorescence Analyzer (XRF)” means an analytical instrument that measures lead concentration of dried paint on surfaces or in a laboratory sample in milligrams per square centimeter (mg/cm<sup>2</sup>) using a radioactive source within the instrument.

**-END OF GLOSSARY OF TERMS SECTION-**



**TABLE A  
SCOPE OF WORK  
SCATTERED RESIDENTIAL SITES  
HARTFORD, CONNECTICUT**

Item #	Room	Component	Side	Quantity	Abatement Method
<b>68-70 PLINY STREET - EXTERIORS</b>					
1	Facade	Drip Line	B	240 SF	Enclose with landscaping fabric, 4" of bark mulch and pressure treated wood toe boards 3-4' out from foundation
<b>29-31 ENFIELD STREET - EXTERIORS</b>					
2	Façade	Fence Line	D	120 SF	Rototill, install grass seed and straw to establish grass
3		Porch Drip Line	D	50 SF	Install landscaping fabric and 3" of crushed stone
<b>113-115 WESTLAND STREET - EXTERIORS</b>					
4	Façade	Concrete Steps Drip Lines	A	20 SF	Install landscaping fabric, stone paver edging and 4" of bark mulch along steps leading into the building
<b>32 SANFORD STREET - EXTERIORS</b>					
5	Façade	Mid-Yard	D	5 SF	Install shaded variety grass seed and straw to establish grass
<b>124-126 WOOSTER STREET - EXTERIORS</b>					
6	Façade	Drip Line	A	80 SF	Install landscaping fabric, pressure treated wood toe boards and 4" of bark mulch
<b>182-184 SEYMOUR STREET - EXTERIORS</b>					
7	Façade	Bare Soil Areas	D	600 SF	Install landscaping fabric, pressure treated wood toe boards and 3" of landscaping stone
8		Columns, Set Columns, Ceilings, Box Beam, Dentil Molding, Soffit, Fascia	A	All	Liquid encapsulate
<b>598-600 GARDEN STREET – UNIT B2</b>					
9	Laundry Room	Shelves, Shelf Supports	-	All	Replace with new shelving
<p><b>Note:</b> All replaced items shall be replaced in like kind to match existing size, design and configuration. All replaced items shall also meet applicable code. Refer to specification for material details</p>					



**TABLE B  
SPECIALIZED CLEANING SCOPE OF WORK  
32 SANFORD STREET  
HARTFORD, CONNECTICUT**

Item #	Room	Component	Side	Quantity	Hazard Control Method
<b>DWELLING UNIT 1A</b>					
1	Living Room	Floor, Windowsills	-	All	Specialized cleaning
<b>DWELLING UNIT 1B</b>					
2	Living Room	Floor	-	All	Specialized cleaning
3	Bedroom 1	Floor, Windowsills	-	All	Specialized cleaning
<b>DWELLING UNIT 1C</b>					
4	Living Room	Floor, Windowsills	-	All	Specialized cleaning
<b>DWELLING UNIT 1D</b>					
5	Bedroom 3	Windowsills	-	All	Specialized cleaning
<b>DWELLING UNIT 2A</b>					
6	Living Room, Bedroom 2	Windowsills	-	All	Specialized cleaning
<b>DWELLING UNIT 2C</b>					
7	Living Room	Floor	-	All	Specialized cleaning
<b>DWELLING UNIT 2D</b>					
8	Bedroom 2, Kitchen, Living Room	Floor	-	All	Specialized cleaning
<b>DWELLING UNIT 3A</b>					
9	Kitchen, Bedroom 2	Windowsills	-	All	Specialized cleaning
<b>DWELLING UNIT 3A</b>					
10	Living Room, Kitchen	Windowsills	-	All	Specialized cleaning
<b>DWELLING UNIT 3B</b>					
11	Living Room, Kitchen	Windowsills	-	All	Specialized cleaning
<b>DWELLING UNIT 3C</b>					
12	Kitchen	Windowsills	-	All	Specialized cleaning
<b>Note:</b> Contractor shall refer to the Site Work Plan for specialized cleaning procedures					



**TABLE B  
SPECIALIZED CLEANING SCOPE OF WORK  
68-70 PLINY STREET  
HARTFORD, CONNECTICUT**

Item #	Room	Component	Side	Quantity	Hazard Control Method
<b>DWELLING UNIT 68A</b>					
1	Living Room	Floor, Windowsills	-	All	Specialized Cleaning
2	Bedroom 1, Bedroom 2	Floors	-	All	Specialized Cleaning
<b>DWELLING UNIT 70B</b>					
3	Living Room/Dining Room	Floor, Windowsills	-	All	Specialized Cleaning
4	Bedroom 2	Windowsills	-	All	Specialized Cleaning
<b>DWELLING UNIT 68C</b>					
5	Kitchen	Windowsills	-	All	Specialized Cleaning
6	Living Room	Floor	-	All	Specialized Cleaning
<b>DWELLING UNIT 70D</b>					
7	Living Room/Dining Room	Windowsills	-	All	Specialized Cleaning
<b>DWELLING UNIT 68E</b>					
8	Living Room	Floor, Windowsills	-	All	Specialized Cleaning
9	Bedroom 3	Floor	-	All	Specialized Cleaning
<b>DWELLING UNIT 70F</b>					
10	Living Room/Dining Room	Windowsills	-	All	Specialized Cleaning
11	Bedroom 1, Bedroom 2	Floors	-	All	Specialized Cleaning
<b>Note:</b> Contractor shall refer to the Site Work Plan for specialized cleaning procedures					



**TABLE B  
SPECIALIZED CLEANING SCOPE OF WORK  
124-126 WOOSTER STREET  
HARTFORD, CONNECTICUT**

Item #	Room	Component	Side	Quantity	Hazard Control Method
<b>Dwelling Unit 1-A</b>					
1	Bedroom 1, Hallway, Livingroom,Kitchen	Floor	-	All	Specialized Cleaning
<b>Dwelling Unit 1-B</b>					
2	Living Room, Hallway, Bedroom 1	Floor	-	All	Specialized Cleaning
3	Bedroom 2	Windowsills	-	All	Specialized Cleaning
<b>Dwelling Unit 1-C</b>					
4	Living Room, Bedroom 2	Windowsills	-	All	Specialized Cleaning
<b>Dwelling Unit 1-D</b>					
5	Living Room	Floor, Windowsills	-	All	Specialized Cleaning
6	Bedroom 1	Windowsills	-	All	Specialized Cleaning
<b>Dwelling Unit 2-A</b>					
7	Living Room, Hallway, Bedroom 1	Floor	-	All	Specialized Cleaning
<b>Dwelling Unit 2-B</b>					
8	Bedrom 2, Kitchen	Windowsills	-	All	Specialized Cleaning
<b>Dwelling Unit 2-C</b>					
9	Living Room	Windowsills	-	All	Specialized Cleaning
10	Bedroom 1, Bedroom 2	Floor	-	All	Specialized Cleaning
<b>Dwelling Unit 2-D</b>					
11	Living Room, Bedroom 1	Windowsills	-	All	Specialized Cleaning
<b>Dwelling Unit 3-A</b>					
12	Living Room, Hallway, Bedroom 2	Floor	-	All	Specialized Cleaning



**TABLE B**  
**SPECIALIZED CLEANING SCOPE OF WORK**  
**124-126 WOOSTER STREET**  
**HARTFORD, CONNECTICUT**

Item #	Room	Component	Side	Quantity	Hazard Control Method
<b>Dwelling Unit 3-B</b>					
13	Living Room	Windowsills	-	All	Specialized Cleaning
14	Bedroom 2	Floor	-	All	Specialized Cleaning
<b>Dwelling Unit 3-C</b>					
15	Bedroom 1	Floor	-	All	Specialized Cleaning
<b>Dwelling Unit 3-D</b>					
16	Living Room	Floor, Windowsills	-	All	Specialized Cleaning
17	Bedroom 2	Windowsills	-	All	Specialized Cleaning
<p><b>Note:</b> Contractor shall refer to the Site Work Plan for specialized cleaning procedures</p>					



**TABLE B  
SPECIALIZED CLEANING SCOPE OF WORK  
29-31 ENFIELD STREET  
HARTFORD, CONNECTICUT**

Item #	Room	Component	Side	Quantity	Hazard Control Method
<b>Dwelling Unit A-1</b>					
1	Living Room	B-side right windowsill	-	All	Specialized Cleaning
2	Kitchen	Floor	-	All	Specialized Cleaning
<b>Dwelling Unit A-2</b>					
3	Front Entry	Floor	-	All	Specialized Cleaning
4	Living Room, Bedroom 1	Floor, Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit A-3</b>					
5	Living Room	Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit B-1</b>					
6	Living Room, Bedroom	Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit B-2</b>					
7	Bedroom 3	Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit B-3</b>					
8	Bedroom 4	Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit C-1</b>					
9	Bedroom 2	Floor	-	All	Specialized Cleaning
<b>Note:</b> Contractor shall refer to the Site Work Plan for specialized cleaning procedures					



**TABLE B  
SPECIALIZED CLEANING SCOPE OF WORK  
113-115 WESTLAND STREET  
HARTFORD, CONNECTICUT**

Item #	Room	Component	Side	Quantity	Hazard Control Method
<b>Dwelling Units A1</b>					
1	Living Room	Floor, Windowsill	-	All	Specialized Cleaning
2	Hallway, Bedroom 2	Floor	-	All	Specialized Cleaning
<b>Dwelling Units A2</b>					
3	Living Room	Windowsill	-	All	Specialized Cleaning
4	Hallway	Floor	-	All	Specialized Cleaning
<b>Dwelling Units A3</b>					
5	Living Room	Floor, Windowsill	-	All	Specialized Cleaning
<b>Dwelling Units B1</b>					
6	Living Room/Dining Room/Kitchen, Bedroom 1	Windowsill	-	All	Specialized Cleaning
<b>Note:</b> Contractor shall refer to the Site Work Plan for specialized cleaning procedures					



**TABLE B  
SPECIALIZED CLEANING SCOPE OF WORK  
182-184 SEYMOUR STREET  
HARTFORD, CONNECTICUT**

Item #	Room	Component	Side	Quantity	Hazard Control Method
<b>Dwelling Unit A</b>					
1	Hallway, Bedroom 1	Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit B</b>					
2	Living Room/Kitchen	Floor	-	All	Specialized Cleaning
<b>Dwelling Unit C</b>					
3	Bedroom 1, Living Room	Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit F</b>					
3	Hallway, Living Room	Floor	-	All	Specialized Cleaning
4	Bedroom1	Floor, Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit G</b>					
5	Hallway	Floor	-	All	Specialized Cleaning
<b>Dwelling Unit H</b>					
6	Entry	Floor	-	All	Specialized Cleaning
7	Bedroom 1	Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit I</b>					
8	Kitchen, Living Room	Floor	-	All	Specialized Cleaning
<b>Dwelling Unit K</b>					
9	Front Entry, Hallway, Bedroom 2	Floor	-	All	Specialized Cleaning
10	Living Room	Windowsill	-	All	Specialized Cleaning
<b>Note:</b> Contractor shall refer to the Site Work Plan for specialized cleaning procedures					



**TABLE B**  
**SPECIALIZED CLEANING SCOPE OF WORK**  
**598-600 GARDEN STREET**  
**HARTFORD, CONNECTICUT**

Item #	Room	Component	Side	Quantity	Hazard Control Method
<b>Dwelling Unit A1</b>					
1	Bedroom 2	Floor, Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit A2</b>					
2	Front Door Entry	Floor	-	All	Specialized Cleaning
3	Living Room, Bedroom 3	Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit A3</b>					
4	Bedroom 2	Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit B1</b>					
5	Bedroom 1	Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit B2</b>					
6	Bedroom 1	Windowsill	-	All	Specialized Cleaning
<b>Dwelling Unit B2</b>					
7	Living Room	Windowsill	-	All	Specialized Cleaning
<b>Note:</b> Contractor shall refer to the Site Work Plan for specialized cleaning procedures					

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS LICENSED  
BY THIS DEPARTMENT AS A  
**LEAD CONSULTANT CONTRACTOR**

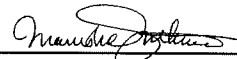
EAGLE ENVIRONMENTAL INC.

LICENSE NO.  
**001723**

CURRENT THROUGH  
**04/30/26**

VALIDATION NO.  
**03-185580**

  
SIGNATURE

  
MANISHA JUTHANI, MD, COMMISSIONER

CERT#: L-700-Virtual.572

CHEMSCOPE TRAINING DIVISION  
LEAD PLANNER DESIGNER REFRESHER  
8-HOUR TRAINING CERTIFICATE

Aaron E. Hatcher

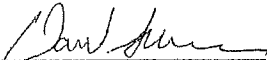
8 South Main Street, Suite 3, Terryville CT

Has attended an 8-hour course on the subject discipline in English on  
02/06/2025 and has passed a written and hands on skills examination.

The above individual has successfully completed the above training course approved in accordance with the  
Department of Public Health Standards established pursuant to Section 20-477 of the Connecticut General Statutes.  
Course syllabus includes all required topics of State of Connecticut DPH and EPA.

Under civil and criminal penalties of law for the making or submission of false or fraudulent statements  
or representations (U.S.C. 1001 and 15 U.S. C. 2615), I certify that this training complies with all applicable  
requirements of Title IV of TSCA, 40 CFR part 745 and any other applicable Federal, State or local requirements.

Examination Score: 98%  
Exam Date: 02/06/2025  
Expiration Date: 02/06/2026

  
Daniel Sullivan  
Training Manager

Chem Scope, Inc.  
15 Moulthrop Street  
North Haven CT 06473  
Phone: 203.865.5605  
www.chem-scope.com

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A  
LEAD PLANNER/PROJECT DESIGNER

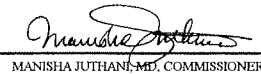
AARON HATCHER

CERTIFICATE NO.  
002157

CURRENT THROUGH  
05/31/26

VALIDATION NO.  
03-185529

  
SIGNATURE

  
MANISHA JUTHANI, MD, COMMISSIONER

CERT: L-600-Virtual.1540

**CHEMSCOPE TRAINING DIVISION  
LEAD INSPECTOR/RISK ASSESSOR REFRESHER  
8-HOUR TRAINING CERTIFICATE**

**Jonathan Vargas**


**150 Main Street, Suite B, Bristol CT**

attended an 8-hour course on the subject discipline on  
09/25/2025 and passed a written examination.

The above individual successfully completed the above training course approved in accordance with the Department of Public Health Standards established pursuant to Section 20-477 of the Connecticut General Statutes. Course topics include all required topics of State of Connecticut DPH and EPA.

Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or representations (U.S.C. 1001 and 15 U.S.C. 2615), I certify that this training complies with all applicable requirements of Title IV of TSCA, 40 CFR part 745 and any other applicable Federal, State or local requirements.

**Examination Score: 94%**  
**Exam Date: 09/25/2025**  
**Expiration Date: 09/25/2026**

  
Daniel Sullivan  
Training Manager

Chem Scope, Inc.  
15 Moulthrop Street  
North Haven CT 06473  
Phone: 203.865.5605  
[www.chem-scope.com](http://www.chem-scope.com)

**STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH**

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A  
**LEAD INSPECTOR RISK ASSESSOR**

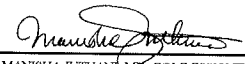
JONATHAN R VARGAS

CERTIFICATE NO.  
**002317**

CURRENT THROUGH  
**06/30/26**

VALIDATION NO.  
**03-196152**

SIGNATURE

  
MANISHA JUTHANI, MD, COMMISSIONER

CERT#: L-500-Virtual.477

CHEMSCOPE TRAINING DIVISION

LEAD INSPECTOR REFRESHER  
8-HOUR TRAINING CERTIFICATE

Amy Muller

8 South Main Street, Suite 3, Terryville CT


Has attended an 8-hour course on the subject discipline in English on  
11/01/2024 and has passed a written examination.

The above individual has successfully completed the above training course approved in accordance with the  
Department of Public Health Standards established pursuant to Section 20-477 of the Connecticut General Statutes.

Course syllabus includes all required topics of State of Connecticut DPH and EPA.

Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or  
representations (U.S.C. 1001 and 15 U.S.C. 2615), I certify that this training complies with all applicable requirements of  
Title IV of TSCA, 40 CFR part 745 and any other applicable Federal, State or local requirements.

Examination Score: 98%  
Exam Date: 11/01/2024  
Expiration Date: 11/01/2025

  
Daniel Sullivan  
Training Manager

Chem Scope, Inc.  
15 Moulthrop Street  
North Haven CT 06473  
Phone: 203.865.5605  
www.chem-scope.com

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A  
LEAD INSPECTOR

AMY E MULLER

CERTIFICATE NO.  
002294

CURRENT THROUGH  
07/31/26

VALIDATION NO.  
03-196213

  
SIGNATURE

  
MANISHA JUTHANI, MD, COMMISSIONER

CERT#: L-500-Virtual.520

**CHEMSCOPE TRAINING DIVISION**

**LEAD INSPECTOR REFRESHER  
8-HOUR TRAINING CERTIFICATE**

**Nicholas Mussen**

**150 Main Street, Suite B, Bristol CT**


attended an 8-hour course on the subject discipline in English on  
09/16/2025 and passed a written examination.

The above individual has successfully completed the above training course approved in accordance with the  
Department of Public Health Standards established pursuant to Section 20-477 of the Connecticut General Statutes.

Course syllabus includes all required topics of State of Connecticut DPH and EPA.

Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or  
representations (U.S.C. 1001 and 15 U.S. C. 2615), I certify that this training complies with all applicable requirements of  
Title IV of TSCA, 40 CFR part 745 and any other applicable Federal, State or local requirements.

**Examination Score: 100%**  
**Exam Date: 09/16/2025**  
**Expiration Date: 09/16/2026**

  
Daniel Sullivan  
Training Manager

Chem Scope, Inc.  
15 Moulthrop Street  
North Haven CT 06473  
Phone: 203.865.5605  
[www.chem-scope.com](http://www.chem-scope.com)

**STATE OF CONNECTICUT**

**DEPARTMENT OF PUBLIC HEALTH**

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

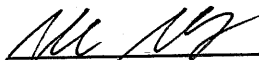
THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A  
**LEAD INSPECTOR**

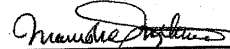
**NICHOLAS R MUSSEN**

CERTIFICATE NO.  
**002291**

CURRENT THROUGH  
**03/31/26**

VALIDATION NO.  
**03-173948**

  
SIGNATURE

  
MANISHA JUTHANI, MD, COMMISSIONER

CERT#: L-500-Virtual.502

**CHEMSCOPE TRAINING DIVISION**

**LEAD INSPECTOR REFRESHER  
8-HOUR TRAINING CERTIFICATE**

**Connor Kulinski**

**150 Main Street, Suite B, Bristol CT**

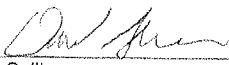
attended an 8-hour course on the subject discipline in English on  
05/01/2025 and passed a written examination.

The above individual has successfully completed the above training course approved in accordance with the  
Department of Public Health Standards established pursuant to Section 20-477 of the Connecticut General Statutes.

Course syllabus includes all required topics of State of Connecticut DPH and EPA.

Under civil and criminal penalties of law for the making or submission of false or fraudulent statements or  
representations (U.S.C. 1001 and 15 U.S.C. 2615), I certify that this training complies with all applicable requirements of  
Title IV of TSCA, 40 CFR part 745 and any other applicable Federal, State or local requirements.

**Examination Score: 95%**  
**Exam Date: 05/01/2025**  
**Expiration Date: 05/01/2026**

  
Daniel Sullivan  
Training Manager

Chem Scope, Inc.  
15 Moulthrop Street  
North Haven CT 06473  
Phone: 203.865.5605  
www.chem-scope.com

**STATE OF CONNECTICUT**

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PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A  
**LEAD INSPECTOR**

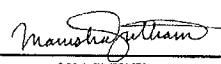
CONNOR T KULINSKI

CERTIFICATE NO.  
**002299**

CURRENT THROUGH  
**10/31/25**

VALIDATION NO.  
**03-147838**

  
SIGNATURE

  
COMMISSIONER

### **3. Lead-Based Paint Hazard Reduction**



December 2, 2025

Ms. Elisa V. Hobbs  
Development Director  
Housing Authority City of Hartford  
180 John D. Wardlaw Way  
Hartford, Connecticut 06106

**RE: Lead-Based Paint Hazard Reduction Plans  
Scattered Residential Sites  
Hartford, Connecticut  
Eagle Project No. 25-018.39T3**

Dear Ms. Hobbs:

Please find the attached Lead-Based Paint Hazard Reduction Plan for four (4) scattered residential sites throughout Hartford, Connecticut. The sites that are included and required hazard reduction work are as follows:

- 141 Woodland Street (Betty Knox Apartments)
- 188 Sigourney Street (Kent Apartments)
- 726 New Britain Avenue – Unit B
- 1532-1534 Park Street

These sites are identified on Scope of Work Table A.

Additionally, a historic determination submission has been electronically filed with the State of Connecticut Commission on Culture and Tourism for review.

Please contact me directly with any questions regarding the Lead-Based Paint Abatement Plan.

Sincerely,  
**Eagle Environmental, Inc.**

  
\_\_\_\_\_  
Aaron E. Hatcher  
Lead Planner Designer

Z:\2025 Files\2025 Specs\HACH\AMP Haz Red Plan\HACH - Haz Red Spec Cover Letter.doc

**LEAD-BASED PAINT HAZARD REDUCTION PLAN**  
**SCATTERED RESIDENTIAL SITES**  
**HARTFORD, CONNECTICUT**  
**DECEMBER 2, 2025**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and General Provisions of Contract, including General Supplementary Conditions and Division 1 Specifications Sections, of the Contract Documents apply to this Section.

**1.2 PROJECT DESCRIPTION**

- A. Housing Authority of the City of Hartford (HACH) is undertaking a lead-based paint hazard reduction project scattered residential buildings throughout Hartford, Connecticut. HACH has separated the scattered sites into three (3) distinct housing groups, which are identified as AMP 001, AMP 006 and AMP 015.
- B. Under this hazard reduction plan there are four (4) scattered sites that will require hazard reduction activities to correct lead-based paint hazards. The sites are included on Table A Scope of work and are listed as:
- 141 Woodland Street (Betty Knox)
  - 188 Sigourney Street (Kent Apartments)
  - 726 New Britain Avenue (Unit B)
  - 1532-1534 Park Street
- C. To the best of Eagle's knowledge and based on provided information from HACH, no children under six (6) years old resided in any of the listed buildings at the time of inspection or during the development of this plan.
- D. All lead-based paint hazard reduction and interim control work shall be conducted in compliance with all Federal, State and local regulations. Specifically, work shall conform with The Department of Housing and Urban Development (HUD) Guidelines For the Control and Evaluation of Lead Based Paint in Housing, The United States Environmental Protection Agency (USEPA), The State of Connecticut Department of Public Health (CT DPH) Lead Poisoning Prevention and Control Regulations, The State of Connecticut Department of Energy and Environmental Protection (DEEP) Hazardous Waste Disposal regulations and the Department of Labor's Occupational Safety and Health Administration (OSHA) Lead in Construction Final Rule 29 CFR 1926.62.
- E. The Site buildings are considered target housing (housing constructed prior to 1978) by the USEPA. The contractor shall be in compliance with the USEPA Renovation, Repair and Painting Rule as prescribed by 40 CFR Part 745.80 Subpart E. including, but not limited to USEPA RRP Firm Certification, USEPA RRP Renovator Certification,

Disclosure and Notification, Placement of Warning Signs, Lead-Safe Work Practice as described in Part 3 of this document, Cleaning and Post Remediation Dust Clearance as described in Part 3.7 of this document.

1.3 SCOPE OF WORK

SEE ATTACHED TABLE A FOR SCOPE OF WORK.

Repairs Prior to Abatement

REPAIRS PRIOR TO LEAD HAZARD REDUCTION					
Item #	Location	Component	Side	Quantity	Repair
←-----NONE-----→					

1.4 SITE EXAMINATION

- A. The Lead Abatement or RRP Contractor shall visit the site and examine all structures located thereon. The specifications shall be compared with the existing field conditions. The Lead Abatement or RRP Contractor shall examine all parts of the existing structure that is scheduled to undergo hazard reduction work and notify Eagle Environmental, Inc. (Eagle) of any conditions detrimental to the proper and timely completion of the work.
- B. The Lead Abatement or RRP Contractor shall, as a part of their bid, notify Eagle of any discrepancies, errors, or omissions that might have been discovered in the specifications for the purpose of making such corrections or adjustments as may be necessary. Unless specifically noted otherwise in the bid, any additional work by other trades or by the contractor that is required in order for the Lead Abatement or RRP Contractor to finish the job will be assumed to be included in the bid price. If it should appear that any work called for in the specifications is not in accordance with State, local or federal laws or ordinances, the Lead Abatement or RRP Contractor shall immediately notify Eagle.

1.5 LEAD PLANNER/PROJECT DESIGNER INFORMATION

A. Name of Planner/Project Designer: Aaron E. Hatcher  
 Certificate Number: 002157  
 Firm: Eagle Environmental, Inc.  
 Address: 150 Main Street, Suite B  
 City: Bristol State: Connecticut                      Zip: 06010  
 Telephone Number: (860) 589-8257

1.6 INSPECTION REPORT INFORMATION

A. Inspector Name: Jonathan Vargas  
 Title: Lead Inspector/Risk Assessor  
 Certificate Number: 002317  
 Firm Name: Eagle Environmental, Inc.  
 Firm License Number: 001723  
 Telephone Number: (860) 589-8257

B. Inspector Name: Connor Kulinski  
Title: Lead Inspector  
Certificate Number: 002299  
Firm Name: Eagle Environmental, Inc.  
Firm License Number: 001723  
Telephone Number: (860) 589-8257

C. Inspector Name: Nicholas Mussen  
Title: Lead Inspector  
Certificate Number: 002291  
Firm Name: Eagle Environmental, Inc.  
Firm License Number: 001723  
Telephone Number: (860) 589-8257

D. Inspector Name: Amy Muller  
Title: Lead Inspector  
Certificate Number: 002294  
Firm Name: Eagle Environmental, Inc.  
Firm License Number: 001723  
Telephone Number: (860) 589-8257

#### 1.7 OWNER INFORMATION

A. Name: Housing Authority of the City of Hartford  
Address: 180 John D. Wardlaw Way  
City: Hartford State: Connecticut Zip: 06106  
Home Telephone: (860) 723-8400

#### 1.8 CONTRACTOR INFORMATION

A. Company Name: State of Connecticut Licensed Lead Abatement Contractor or RRP certified Contractor to be retained following acceptance of plan.  
Contractor License Number: Not applicable at this time  
Contact Person: Not applicable at this time  
Address: Not applicable at this time  
City: N/A State: N/A Zip: N/A  
Telephone Number: N/A

#### 1.9 APPLICABLE CODES

A. The Lead Abatement or RRP Contractor shall be solely responsible for conducting this project and supervising all work in a manner which will be in conformance with all federal, state and local regulations and guidelines pertaining to lead-based paint hazard reduction work. Specifically, the Contractor shall comply with the requirements of the following:

1. Occupational Safety and Health Administration: OSHA
  - a. 29 CFR 1910 General Industry Standards

- b. 29 CFR 1910.1025 Lead Standard for General Inventory
  - c. 29 CFR 1910.134 Respiratory Protection
  - d. 29 CFR 1910.1200 Hazard Communication
  - e. 29 CFR 1910.245 Specifications for Accident Prevention (Sign and Tags)
  - f. 29 CFR 1926.62 Construction Industry Standard
- 2. State of Connecticut Department of Energy and Environmental Protection: DEEP
    - a. Connecticut DEEP Regulations (Section 22a-209-8(I) and Section 22a-220 of the Connecticut General Statutes)
  - 3. State of Connecticut Department of Public Health: DPH
    - a. 19a-111-1 thru 19a111-11 Lead Poisoning Prevention and Control Regulations.
  - 4. USEPA
    - a. 40 CFR 745.100 - .119 Final Rule
    - b. 40 CFR Part 261 United States Environmental Protection Agency
  - 5. Department of Housing and Urban Development: HUD
    - a. Guidelines For the Evaluation and Control of Lead-Based Paint Hazards in Housing, dated June 1995.
    - b. 24 CFR Part 35 Lead-Based Paint Poisoning in Certain Residential Structures.

#### 1.10 FEES, PERMITS AND LICENSES

- A. The Lead Abatement or RRP Contractor shall comply with the provisions of all permits or applications required by the work specified, as well as make all submittals required under those auspices.

#### 1.11 SEQUENCING AND SCHEDULING

- A. The Lead Abatement or RRP Contractor shall extend full cooperation to the Housing Authority of The City of Hartford (Owner) in all matters involving the use of Owner's facilities. At no time shall the Lead Abatement or RRP Contractor cause or allow to be caused conditions which may cause risk or hazard to the general public or conditions that might impair safe use of the facility. The Lead Abatement or RRP Contractor shall provide electricity, water and portable sanitary facilities for this project.
- B. The Lead Abatement or RRP Contractor shall submit a time-line schedule, not date specific, to Owner and Consultant for integration into the overall project schedule. Coordinate the work of this section with the needs of the Owner. Phasing and scheduling of this project will be at the discretion of the Owner and shall not proceed in any area without the express consent of the Owner. The Lead Abatement or RRP Contractor shall be available within 24 hours' notice for additional work or rework, if after acceptance of the work, it is found that full lead hazard reduction was not achieved from the initial work effort as determined by the Owner.
- C. The proposed time line for the work in this Section, as noted above, shall show the time involved from start to finish of lead hazard reduction operations, including preparation, removal, clean-up, and tear-down portions of the job.

- D. A final written schedule shall be prepared for approval by the Owner and the Consultant.
- E. The Contractor shall complete all work in one (1) section of the building prior to proceeding to the next section.

#### 1.12 BUILDING OCCUPANCY

- A. The Owner may allow the building occupants to remain in building during the hazard reduction work. Work areas shall not be relinquished or occupied the building occupants prior to receiving a passing visual inspection and subsequent dust sampling (where applicable) by a certified and CT DPH licensed third-party consultant. The Contractor shall ensure safe ingress/egress for occupants while the work is being accomplished.

#### 1.13 NOTIFICATION TO CONNECTICUT COMMISSION ON CULTURE & TOURISM

- A. Notification to the Connecticut Commission on Culture & Tourism has been electronically filed and results are pending.

#### 1.14 NOTIFICATIONS

- A. The Lead Abatement or RRP Contractor shall notify the Owner a minimum of five (5) days prior to work at the site.
- B. The Lead Abatement or RRP Contractor shall make notifications to the local Police Department and Fire Department regarding the project.
- C. The Owner shall notify the tenants a minimum of five (5) days prior to lead hazard reduction work.
- D. The Owner shall provide a notice to occupants no more than 15 calendar days after the hazard reduction activities have been completed. Notice of hazard reduction shall include, but not be limited to:
  - 1. A summary of the nature, scope and results (including clearance results) of hazard reduction activities.
  - 2. A contact name, address and telephone for more information.
  - 3. Available information on the location of any remaining lead-based paint in the rooms, spaces or areas where hazard reduction activities were conducted on a surface by surface basis.
- E. The notices of hazard reduction activities shall be of size and type that is easily read by the occupants and in a format accessible to persons with disabilities (i.e., brail).
- F. Each notice shall be provided in the occupants' primary language or in the language of the occupants' contract or lease.
- G. The Owner shall provide each notice to the occupants by:
  - 1. Posting and maintaining it in centrally locate common areas and distributing it to any dwelling unit if necessary because the head of household is a person with a known disability.

2. Distributing it to each occupied dwelling unit affected by hazard reduction activities or serviced by common areas in which hazard reduction has taken place.

H. The Contractor shall have an adult occupant sign the Pre-Renovation Disclosure Form. A signed copy of the disclosure form shall be submitted to their consultant with written notice of the start date.

#### 1.15 EPA RENOVATION, REPAIR AND REPAINTING RULE

A. The Lead Abatement or RRP Contractor must apply, pay the fee and become an EPA Certified RRP firm.

B. The Lead Abatement or RRP Contractor must ensure that that all renovators working in target housing, common areas or exteriors are EPA certified renovators or trained by a certified EPA renovator. Renovators can become certified by successfully attending an Eight (8) hour RRP EPA accredited training course.

C. The Lead Abatement or RRP Contractor must provide all tenants with a copy of EPA's *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools* pamphlet no earlier than 60 days prior to the date renovation activities are to be performed.

D. The Lead Abatement or RRP Contractor shall have an adult occupant sign the Pre-Renovation Disclosure Form. A signed copy of the disclosure form shall be submitted to their consultant with written notice within five days of the commencement of the work.

E. The Lead Abatement or RRP Contractor must assume that all painted surfaces contain toxic levels of lead-based paint unless inspected by a licensed lead inspector/risk assessor or tested with an EPA approved lead testing kit and proven otherwise. Surfaces requiring Lead Abatement as described in Section 1.3 of this plan are known surfaces painted with lead-based paint. In addition, some surfaces may contain intact lead-based paint and therefore not addressed in this Lead-Based Paint Hazard Reduction Plan.

F. The Lead Abatement or RRP Contractor is required to ensure renovators minimize lead paint/dust exposure by performing activities in a lead safe manner, see Sections 3.1 through 3.4 in this document, including posting of lead warning signs in plain view of the occupants.

G. The Lead Abatement or RRP Contractor shall ensure all sub-contractors performing renovation activities on known or assumed lead-based paint above the EPA de minimis level are EPA RRP certified firms and employees are EPA certified renovators or trained by a certified EPA RRP renovator. The Contractor shall document the firm's and renovator's certification numbers.

H. The Lead Abatement or RRP Contractor shall provide the consultant with documentation to include:

1. The Lead Abatement or RRP Contractor's EPA RRP Firm Certification Number.

2. The Lead Abatement or RRP Contractor's EPA RRP Renovator's Certification Number.

3. Documentation that all other non-certified employees have been trained on RRP practices by an EPA RRP Certified Renovator.

- I. The Lead Abatement or RRP Contractor is required to keep all documents for a minimum of three (3) years.

#### 1.16 INSURANCE

- A. The contractors shall carry the following insurances:
  1. Workman's Compensation
  2. Lead Abatement Liability Insurance
  3. Manufacturer's and Contractor's Liability Insurance

#### 1.17 CONTRACT ASSIGNMENT

- A. The contractor shall not assign this contract without written consent of the homeowner. A request for written consent shall be approved by the home owner. Eagle Environmental, Inc. should be informed prior to the assignment of this contract.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name and product technical description.
- B. Damaged or deteriorating materials shall not be used and shall be removed from the premises.
- C. Polyethylene sheet in a roll size to minimize the frequency of joints shall be delivered to job site with factory label indicating 6 mil.
- D. Polyethylene disposable bags shall be six (6) mil. Tie wraps for bags shall be plastic, five (5) inches long (minimum), pointed and looped to secure filled plastic bags.
- E. Tape or adhesive spray will be capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheet to finished or unfinished surfaces of dissimilar materials and capable of adhering under both dry and wet conditions.
- F. Impermeable containers are to be used to receive and retain any lead containing or contaminated materials until disposal at an acceptable disposal site. (The containers shall be labeled in accordance with EPA and DOT standards.)
- G. HEPA filtered exhaust systems shall be used during any dust generating deleading operations.
- H. For manual scraping activities, Lead Abatement or RRP Contractor shall supply each worker with multiple newly sharpened scrapers on a daily basis.
- I. Sanders, grinders, wire brushes and needle gun removal equipment shall be equipped with a HEPA filtered vacuum dust pick-up system.

- J. Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the work area shall be provided as appropriate for the work.
- K. Machine Sanding Equipment - Sanders shall be of the dual action, rotary action, orbital or straight-line system type, fitted with a high efficiency particulate air (HEPA) dust collection system.
- L. Air compressors utilized to operate this equipment shall be designed to continuously provide 90 to 100 psi or as recommended by the manufacturer.
- M. Heat Blower Gun Equipment – Any electrically operated heat-blower gun used shall be a flameless electrical-paint-softener type. Heat-blower shall have electronically controlled temperature settings to allow usage below a temperature of 700 degrees Fahrenheit.
- N. Liquid encapsulants used on this project shall be an approved encapsulant by the State of Connecticut Department of Public Health.
- O. Paints and primers shall contain less than 0.06% lead in wet film.

## PART 3 - EXECUTION

### 3.1 WORKER HYGIENE PRACTICES

- A. Workers shall don protective gear prior to entering work area including respirators, disposable coveralls, and footwear. No street clothes shall be permitted to be worn under protective clothing. The Lead Abatement or RRP Contractor shall provide a clean area for workers to store street clothes and personal belongings.
- B. Eye protection, head protection, and ear protection shall be provided to each worker.
- C. While leaving respirators on, workers shall remove all gross contamination, debris, and dust from disposable coveralls and remove coveralls and footwear and place in hazardous waste disposal bag prior to leaving work area.
- D. The Lead Abatement or RRP Contractor shall establish a wash station in close proximity to the work area where workers shall decontaminate their person. The wash station shall be supplied with warm water and soap and an ample supply of drying towels. Wash water shall be tested for proper disposal.
- E. All equipment used by workers inside the work area shall be wet wiped or bagged for later decontamination before removal from work area.
- F. The Lead Abatement or RRP Contractor is responsible for using safe procedures to avoid electrical hazards. All temporary electrical wiring will be protected by GFIs.

### 3.2 LEAD HAZARD REDUCTION AREA PREPARATION

#### A. Interior

1. The tenants are responsible for packing all personal items for removal out of proposed lead hazard reduction area(s). The Lead Abatement or RRP Contractor shall move the

personal belongings to an easily accessible area to maintain tenant access to their belongings.

2. The Lead Abatement or RRP Contractor shall conduct pre-cleaning activities including HEPA vacuuming floors and horizontal surfaces in the proposed work area.
3. The Lead Abatement or RRP Contractor shall remove all moveable objects from the proposed work area.
4. The Lead Abatement or RRP Contractor shall cover all non-moveable objects with a single layer of six-mil polyethylene sheeting.
5. The Lead Abatement or RRP Contractor shall cover the floors with two layers of six-mil polyethylene sheeting.
6. The Lead Abatement or RRP Contractor shall cover ducts, diffusers, exhausts, windows, door openings or other penetrations with a single layer of six (6) -mil polyethylene sheeting.
7. The Lead Abatement or RRP Contractor shall post lead warning signs at all ingresses to the work area.
8. The Lead Abatement or RRP Contractor shall establish a worker decontamination facility adjacent to the work area(s). The decontamination facility shall be equipped with warm running water, soap, and drying towels.
9. The Lead Abatement or RRP Contractor may elect to construct mini enclosures around the interiors of the door openings or components scheduled for lead hazard reduction. If mini enclosures are not constructed, the entire room shall be treated as the work area and must be cleaned in accordance with this Specification.

#### B. Exterior

1. Cover all shrubbery, plantings, stoops, etc. with opaque tarps, which will prevent damage or burning from the sun.
2. Regulate the exterior work area with lead-warning tape. The lead warning tape shall extend around the perimeter of the work area creating a minimum of a ten-foot buffer zone between lead hazard reduction operations and the warning tape.
3. Post lead-lead hazard reduction warning signs at conspicuous areas around the perimeter of the lead hazard reduction area. Unauthorized personnel shall be prohibited from entering the lead hazard reduction area.
4. Utilize 6-mil polyethylene sheeting on the ground. The sheeting shall extend a minimum of ten feet from the foundation of the building. The sheeting shall be secured to the foundation utilizing duct tape.
5. The edges of the sheeting shall be weighted to avoid blowing or lifting.

### 3.3 LEAD HAZARD REDUCTION PROCEDURES

#### A. Paint Stabilization Procedures

1. The Lead Abatement or RRP Contractor shall conduct work area lead hazard reduction preparation as specified in Sections 3.1 and 3.2 prior to conducting lead hazard reduction activities.
2. Lightly mist the surface to be stabilized with water. Wet scrape the surface with a drag scraper or putty knife to remove the loose paint. Continuously mist during scraping. Do not dry scrape.
3. Where wet sanding is required, lightly mist the surface to be sanded with water. Once surface is adequately wet lightly sand surface utilizing sandpaper with grit between 600 to 1,200 grit.
4. Feather paint edges as necessary to remove high spots in paint that may be subject future peeling.
5. Remove all raised paint edges that may be present on surfaces or components.
6. Surface contaminants that prevent adhesion should be removed by cleaning with a 5% trisodium phosphate (TSP) and water solution. These contaminants generally include dirt, grease, and soap films.
7. Once all loose paint is removed, clean the surface with a 5% TSP and water solution or compatible de-leading solution.
8. Wet wipe the surface with clean water. Allow to dry, prime and repaint.

#### B. Specialized Cleaning Procedures

1. Complete all necessary work area preparation in each area prior to commencing lead hazard reduction in that area.
2. Follow the cleaning procedure described below for hard smooth or semi-porous surfaces:
3. Conduct a thorough HEPA vacuuming of the surface.
  - a. Wash the floor with a string mop equipped with wringer. Use a 5% phosphate and water solution. Wring the mop into an empty bucket after each cleaning and before dipping the mop back into the cleaning solution.
  - b. Conduct a clean rinse mopping on the floor.
  - c. Conduct a second HEPA vacuuming of the surface.
4. Follow the cleaning procedure described below for carpet:
  - a. HEPA vacuum the carpet at a rate no faster than 2 minutes per 10 square feet. Vacuum in a side-to-side motion.
  - b. HEPA vacuum the carpet in the opposite direction at a rate no faster than 2 minutes per 10 square feet. Vacuum in a side-to-side motion.

### 3.4 CLEANING

#### A. Interior

1. The Lead Abatement or RRP Contractor shall ensure that all tools and materials are adequately cleaned at the completion of each shift.
2. The Lead Abatement or RRP Contractor shall remove all gross waste from the lead hazard reduction area prior to conducting final cleaning operations. All waste shall be treated as HAZARDOUS until the analytical results from the TCLP tests are received and prove otherwise.
3. The Lead Abatement or RRP Contractor shall thoroughly HEPA vacuum all flat surfaces and components including polyethylene sheeting within and or adjacent to the lead hazard reduction work area.
4. The Lead Abatement or RRP Contractor shall remove polyethylene sheeting from floors and non-moveable objects following the initial cleaning. Polyethylene sheeting shall be folded inwards from the corners and folded upon itself.
5. The following final cleaning shall be conducted following removal of polyethylene sheeting:
  - a. HEPA vacuum floors and horizontal surfaces.
  - b. Wet clean floors and horizontal surfaces with a 5% phosphate solution
  - c. Conduct second HEPA vacuuming on floors and horizontal surfaces.
  - d. Wait twenty-four (24) hour for dust settlement period.
  - e. Repeat steps A, B, C.

### 3.5 FINISH WORK AND WORKMANSHIP

- A. The Lead Abatement or RRP Contractor shall be responsible for all finish work, unless specified otherwise, including but not limited to sanding, caulking, puttying, nail head filling, screw head filling, capping, cleaning, priming and painting.
- B. All surfaces that were stripped of lead-based paint shall be primed and painted with one coat of finish paint. Color to be chosen by Owner.
- C. Workmanship shall be of the highest quality and all installations, applications, repairs, removals, etc. shall be made to fit and blend with the existing surfaces to the best extent feasible.
- D. The finish work shall be approved at the discretion of the Owner or their designated representative Owner. Re-work shall be performed at no additional cost to the Owner.

### 3.6 DISPOSAL OF WASTE MATERIALS

- A. The Lead Abatement or RRP Contractor shall perform the following:
  1. Work with Owner to see that waste is disposed of according to local, state and federal law and regulations and at the minimum practical cost. Lead Abatement or RRP Contractor must dispose of non-hazardous waste generated in the performance of this Contract at no additional cost to Owner above the amount specified in Section 1 of this Contract. Lead Abatement or RRP Contractor will be reimbursed for actual eligible costs for hazardous waste disposal on a dollar-for-dollar basis. The Lead

Abatement or RRP Contractor must provide invoices to substantiate hazardous waste disposal costs. Eligible costs will consist of hazardous waste container fees and hazardous waste disposal fees. Lead Abatement or RRP Contractor labor fees are not eligible for adjustment under this paragraph and should be included in Lead Abatement or RRP Contractor's bid proposal. Furthermore, all waste expenditures are included in the calculation of the maximum amount that Housing Authority of the City of Hartford will provide Owner under the separate contract between Owner and Housing Authority of City of Hartford.

2. All primary waste materials generated during lead hazard reduction, i.e., windows, doors, wood components, plaster, etc. shall be characterized for proper disposal utilizing the TCLP method. The cost associated with the TCLP sampling, analysis and report writing shall be the responsibility of the homeowner.
3. All secondary waste materials generated during lead hazard reduction, i.e. disposable clothing, polyethylene sheeting, waste water, etc., shall have confirmatory TCLP testing to determine waste characterization. This testing shall be performed and paid for by the Lead Abatement or RRP Contractor. Results shall be furnished to the Owner and Consultant.
4. The Lead Abatement or RRP Contractor shall ensure that all hazardous waste generated is sent off-site to permitted hazardous waste treatment, storage, or disposal facilities (TSDF).
5. The Lead Abatement or RRP Contractor shall use DEEP permitted transporters for transport of hazardous waste.
6. The Lead Abatement or RRP Contractor must comply with hazardous waste containerization requirements including, but not limited to maintaining the containers in good condition, keeping containers closed and locked while in storage, properly labeling and dating containers, and using containers which are DEEP approved for over the road use.
7. The Lead Abatement or RRP Contractor shall develop a written inspection schedule to inspect any containers of hazardous waste at least weekly.
8. The Lead Abatement or RRP Contractor must designate an emergency coordinator who will be responsible for coordinating emergency response measures. Basic emergency information must be listed in writing, and posted next to the on-site telephone. This information must include the name and number of the emergency coordinator.
9. The Lead Abatement or RRP Contractor must develop a written contingency plan for the site, which describe actions personnel will take in response to fires or other emergencies that may result in a release of hazardous waste constituents. The plan must meet certain content requirements and copies of the plan must be submitted to certain local emergency response officials.
10. The Lead Abatement or RRP Contractor must provide written notification to local fire departments and/or police regarding the location, nature, and duration of the lead-removal project, and regarding the type and quantity of hazardous waste that may be stored at the site.

11. The Lead Abatement or RRP Contractor must train their employees in hazardous waste management. They must maintain certain documentation regarding their training program, including the names, job titles, and job descriptions of the employees involved with hazardous waste management, a written description of the training that is given, and records documenting that employees have been trained. Annual updates of training must also be given.
12. The Lead Abatement or RRP Contractor may not store hazardous waste on-site for greater than 90 days without a TSDF permit.
13. Before leaving the site for the last time, the Lead Abatement or RRP Contractor must remove any remaining hazardous waste and must decontaminate any equipment, storage areas, structures, soil, etc. contaminated as a result of the removal or storage of the hazardous waste generated at the site.

B. The Lead Abatement or RRP Contractor and Owner shall comply with the following:

1. Lead Abatement or RRP Contractor agrees to assume responsibility of all waste. However, Owner may agree to assume responsibility for all lead containing waste by signing in designated area in Contract between Owner and Lead Abatement or RRP Contractor. Lead Abatement or RRP Contractor agrees to place the lead containing waste in a location designated by Owner and under conditions that do not contaminate the ground or area around the lead containing waste.
2. The Owner shall promptly remove waste from site and dispose of in accordance with all applicable laws.
3. The Owner shall designate a secure area where waste can be stored and is not subject to exposure to inclement weather, tampering or contamination of surrounding area(s).

### 3.7 REOCCUPANCY INSPECTION AND CLEARANCE SAMPLING

- A. A visual inspection by Eagle Environmental Inc.'s licensed lead inspector or another licensed and certified Lead Consultant Contractor shall be conducted at the completion of lead hazard reduction work to determine compliance with this plan. The Lead Abatement or RRP Contractor shall notify Eagle Environmental, Inc. a minimum of forty-eight (48) hours before the visual inspection.
- B. At least one (1) dust wipe sample shall be collected from the floor and a representative window sill/well in each room or area where lead hazard reduction work was conducted.
- C. One dust wipe sample shall be collected from outside each work area.
- D. The following criteria must be met for final clearance dust wipe samples where lead – hazard reduction work and interim control work is performed:
  1. Floors:  $< 5 \mu\text{g}/\text{ft}^2$
  2. Window Sills:  $< 40 \mu\text{g}/\text{ft}^2$
  3. Window Wells:  $< 100 \mu\text{g}/\text{ft}^2$
- E. The initial sampling costs shall be incurred by HACH. Additional sample collection and analysis costs shall be incurred by the Lead Abatement or RRP Contractor for failed sample results.

**-END OF SECTION-**

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## **GLOSSARY OF TERMS**

- A. “Lead hazard reduction” means any set of measures designed to eliminate lead hazards in accordance with standards established pursuant to Sections 20-474 through 20-482 and subsections (e) and (f) of Section 19a-88 of the Connecticut General Statutes and regulations of Connecticut State Agencies sections 19a-111-1 through 19a-111-11 and 20-478-1 and 20-478-2 including, but not limited to, the encapsulation, replacement, removal, enclosure or covering of paint, plaster, soil or other material containing toxic levels of lead and all preparation, clean-up, disposal and re-occupancy clearance testing.
- B. “Lead hazard reduction Area” means a room or area isolated with containment in accordance with subdivision 19a-111-4 (c) (2) of the regulations of Connecticut State Agencies where lead hazard reduction is occurring.
- C. “Accessible Surface” means any surface which is below five (5) feet in height or is exposed in such a way that a child can come in contact with the surface.
- D. “Apparent Lead Concentration” (ALC) means the average of at least three displayed lead concentration readings taken using a direct reading type x-ray fluorescence analyzer.
- E. “Approved Training Course” or “Approved Refresher Training Course” means a training course or a refresher training course, respectively, approved by the department pursuant to Section 20-477 of the Connecticut General Statutes.
- F. “Atomic Absorption Spectrophotometer” (AAS) means an instrument which measures the lead content in parts per million (ppm) using a lead source lamp, a flame capable of measuring the absorbed energy and converting it to concentration.
- G. “Biological Monitoring” means the analysis of a person’s blood and/ or urine, to determine the level of lead contamination in the body.
- H. “Certificate” means a document issued by the department indicating successful completion of an approved training course.
- I. “Certified Historic Property” means any building, structure, or site which has been determined historic by the Connecticut Historical Commission. Historic properties must be included in or eligible for inclusion in the national or state registers of historic places.
- J. “Certified Industrial Hygienist” means a person possessing a certificate from the American Board of Industrial Hygiene which indicates that they have specific academic credentials, five years professional experience in industrial hygiene, and have passed an examination given by the American Board of Industrial Hygiene.
- K. “Certified Lead Inspector Risk Assessor” means any lead consultant who completes an appropriate approved training course and obtains a certificate as a lead inspector risk assessor from the department. A certified lead inspector risk assessor conducts inspections and collects and interprets information to assess the level of risk from lead hazards.
- L. “Certified Lead hazard reduction Supervisor” means any person who completes an appropriate approved training course and obtains a certificate as a lead hazard reduction supervisor from the department. A lead hazard reduction supervisor oversees lead hazard reduction activities.

- M. “Certified Lead hazard reduction Worker” means any person who completes an appropriate approved training course and obtains a certificate as a lead hazard reduction worker from the department. A lead hazard reduction worker performs lead hazard reduction activities.
- N. “Certified Lead Inspector” means any lead consultant who completes an appropriate approved training course and obtains a certificate as a lead inspector from the department. A certified lead inspector conducts inspections to determine the presence of lead in paint, other surface coverings and various environmental media. The terms “lead inspector” and “inspector” means “certified lead inspector” or “code enforcement official” as defined in subsection (U) of this section unless specifically noted otherwise.
- O. “Certified Lead Planner-Project Designer” means any lead consultant who completes an appropriate approved training course and obtains a certificate as a lead planner-project designer from the department. A certified lead planner- project designer designs lead hazard reduction and management activities.
- P. “Chewable Surface” means any projection one half (0.05) inch or greater from an interior or exterior surface up to five (5) feet in height that can be mouthed by a child. The chewable surface includes window sills, door frames, stair rails and stairs, two (2) inches back from any edge, and any other exterior and interior surface that may be readily chewed by children. Baseboards with an exposed horizontal edge may have quarter round molding applied to the top so that only vertical edges forming outside corners, if present, constitute a chewable surface.
- Q. Child” means a person under the age of six (6).
- R. “Child Daycare Services” means a program of supplementary care in accordance with section 19a-77 (a) of the Connecticut General Statutes.
- S. “Child Daycare Center” means a program of supplementary care in accordance with section 19a-77 (a) (1) of Connecticut General Statutes.
- T. “Code Enforcement Agency” means the local health department responsible for enforcing the public health code or the local housing agency responsible for enforcing housing code regulations or any other agency designated by the appropriate authority to enforce either the public health code or housing code regulations.
- U. “Code Enforcement Official” means the director of health or a person authorized by him to act on his behalf, the local housing code official or a person authorized by him to act on his behalf, or an agent of the commissioner.
- V. “Commissioner” means the commissioner of public health.
- W. “Common Area” means a room or area that is accessible to all tenants in a building (e.g. hallway, boiler room).
- X. “Containment” means a process for protecting workers, residents, and the environment by controlling exposures to lead dust and debris created during lead hazard reduction.
- Y. “Confirmatory Testing” means analysis using atomic absorption spectrophotometry (AAS), graphite furnace atomic absorption spectrophotometry (GFAAS), inductively coupled plasma atomic emission spectrophotometry (ICP-AES), or x-ray fluorescence spectrum analysis spectrometry with a 240 second spectrum analyzer test.

- Z. “Corrected Lead Concentration” (CLC) means the difference between the average displayed lead concentration readings (using a direct reading type x-ray fluorescence analyzer) taken on a painted surface and the average of three readings taken on a bare substrate (substrate contribution).
- AA. “Defective Surface” means peeling, flaking, chalking, scaling or chipping paint; paint over crumbling, cracking or falling plaster, or plaster with holes in it; paint over a defective or deteriorating substrate; or paint that is damaged in any manner such that a child can get paint from the damaged area.
- BB. “Director” means the director of the state program for childhood lead poisoning prevention.
- CC. “Dwelling” means every building or shelter use or intended for human habitation, including exterior surfaces and all common areas thereof, and the exterior of any other structure located within the same lot, even if not used for human habitation.
- DD. “Dwelling Unit” means a room or group of rooms within a dwelling arranged for use as a single household by one or more individuals living together who share living and sleeping facilities.
- EE. “Elevated Blood Lead Level” means a blood lead concentration equal to or greater than twenty (20) micrograms per deciliter (µg/dl) or as defined by Connecticut General Statutes section 19a-111.
- FF. “Encapsulation” means resurfacing or covering surfaces, and sealing or caulking with durable materials, so as to prevent or control chalking, flaking substances containing toxic levels of lead from becoming part of house dust of accessible to children.
- GG. “Entity” means any person, partnership, firm, association, corporation, sole proprietorship or any other business concern, state or local government agency or political subdivision or authority thereof, or any religious, social or union organization, whether operated for profit or otherwise.
- HH. “Epidemiological Investigation” means an examination and evaluation to determine the cause of elevated blood lead levels. An epidemiological investigation will include an inspection conducted by a lead inspector to detect lead-based paint and report of findings. This investigation must also include evaluation of other sources such as soil, dust, pottery, gasoline, toys, or occupational exposures, to determine the cause of elevated blood lead levels. The investigation may also include isotopic analysis of lead-containing items.
- II. “Family Daycare Home” means a program of supplementary care in accordance with section 19a-77 (a) (3) of Connecticut General Statutes.
- JJ. “Graphite Furnace Atomic Absorption Spectrophotometer” (GFAAS) means an instrument that functions the same as an AAS, with one exception, i.e., the flame is replaced by an electrically heated chamber, a graphite tube, into which the sample is deposited.
- KK. “Group Daycare Home” means a program of supplementary care in accordance with section 19a-77 (a) (2) of Connecticut General Statutes.
- LL. “High Efficiency Particulate Air” (HEPA) means a type of filtering system capable of filtering out particles of 0.3 microns or greater diameter from a body of air at 99.97% efficiency or greater.

- MM. “High Phosphate Detergent” is detergent which contains at least five (5%) percent tri-sodium phosphate (TSP).
- NN. “Inductively Coupled Plasma-Atomic Emission Spectrophotometer” (ICP-AES) is an instrument which measures lead in ppm using a heat source (plasma torch) to dissociate and ionize lead atoms thereby emitting energy. This emission energy is measured and converted to concentration by the detector.
- OO. “Intact Surface” means a defect-free surface with no loose, peeling, chipping or flaking paint. Painted surfaces must be free from crumbling, cracking or falling plaster and must not have holes in them. Intact surfaces must not be damaged in any way such that a child can get paint from the damaged area.
- PP. “Isotopic Analysis” means a physicochemical method which differentiates between chemical elements having different atomic weight and electrical charge.
- QQ. “Lead-Based” refers to paints, glazes, and other surface coverings, containing a toxic level of lead.
- RR. “Lead hazard reduction Plan” means a written plan that identifies the location of intact and defective lead-based paint and describes how defective lead-based surfaces will be abated and how the environment, health, and safety will be protected. The plan also identifies the location of soil containing lead and describes sampling protocol used and lead hazard reduction options.
- SS. “Lead Consultant” means any person who performs lead detection, risk assessment, lead hazard reduction design or related services in disciplines including, but not necessarily limited to, inspector, inspector risk assessor and planner-project designer.
- TT. “Lead Management Plan” means a written plan that describes how an intact surface with lead-based paint will be monitored to ensure that defective paint surfaces will be identified and abated.
- UU. “Licensed Lead Abatement or RRP Contractor” means any entity that contracts to perform lead hazard reduction by means of lead hazard reduction including, but not limited to, the encapsulation, replacement, removal, enclosure or covering of paint, plaster, soil or other materials containing toxic levels of lead and obtains a license from the department to conduct such lead hazard reduction work. The contractor utilizes certified lead hazard reduction supervisors to oversee such lead hazard reduction activities and certified lead hazard reduction workers to perform such lead hazard reduction activities. The terms “Lead Abatement or RRP Contractor” and “Lead Abatement or RRP Contractor” mean “licensed Lead Abatement or RRP Contractor” unless specifically noted otherwise.
- VV. “Licensed Lead Consultant Contractor” means any entity that contracts to perform lead hazard reduction consultation work utilizing an inspector, inspector risk assessor and/or planner-project designer and obtains a license from the department to conduct such consultation work. The terms “lead consultant contractor” and “consultant contractor” mean “licensed lead consultant contractor” unless specifically noted otherwise.
- WW. “Owner” means any person, partnership, firm, association, corporation, sole proprietorship or any other business concern, state or local government agency or political subdivision or authority thereof, or any religious, social or union organization, whether operated for profit or otherwise, who, alone or jointly with others owns, holds, or controls the whole or any part of the deed or title to any property. No holder of an easement, mortgagee, bank or lender holding the mortgage, shall be considered an owner except when the holder of an easement, mortgagee, banker, or lender takes physical possession of the property.

- XX. “Paint Removal” means a strategy of lead hazard reduction which entails stripping lead paint from surfaces.
- YY. “Replacement” means a strategy of lead hazard reduction which entails the removal of components such as windows, doors and trim that contain toxic levels of lead and installing new components which are lead free.
- ZZ. “Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Building’s” means the guidelines and methods approved by the state and federal governments for alterations to historic properties (36 CFR section 67).
- AAA. “State Laboratory for Lead and Lead Poisoning Detection” means the laboratory established by the commissioner, for the purpose of analyzing blood specimens from persons for the presence of lead; and analyzing samples of paint, plaster, soil and other materials, within the laboratory or on site with mobile units, for toxic levels of lead.
- BBB. “State Program” means the childhood lead poisoning prevention program established by the department.
- CCC. “Substrate” means the underlying surface which remains after paint is removed.
- DDD. “Substrate Equivalent Lead” (SEL) means the average of at least three displayed lead concentration readings with a direct reading type x-ray fluorescence analyzer after paint is removed from the substrate.
- EEE. “Target Housing” means any housing constructed prior to 1978, except any zero- bedroom dwelling unit or any housing for the elderly or persons with disabilities unless a child resides or is expected to reside in such dwelling unit or housing.
- FFF. “Toxic Level of Lead” means a level of lead that:
1. When present in paint offered for sale for use on or in a residential dwelling contains greater than 0.06 percent lead by weight as measured by atomic absorption spectrophotometry (AAS), graphite furnace atomic absorption spectrophotometry (GFAAS), inductively coupled plasma-atomic absorption spectrophotometry (ICP-AES) or another accurate and precise testing method that has been approved by the commissioner, by a laboratory approved by the department for lead analysis.
  2. When present in a dried paint, plaster or other accessible surface on or in a residential dwelling contains equal to or greater than 0.50 percent lead by dry weight as measured by atomic absorption spectrophotometry (AAS), graphite furnace atomic absorption spectrophotometry (GFAAS), inductively coupled plasma-atomic emission spectrophotometry (ICP-AES) or another accurate and precise testing method that has been approved by the commissioner, by a laboratory approved by the department for lead analysis, or equal to or greater than 1.0 milligrams lead per square centimeter of surface as measured on site by an x-ray fluorescence analyzer or another accurate and precise testing method that has been approved by the commissioner.
- GGG. “Treatment” means any method, technique or process designed to change the physical chemical, or biological character or composition of any hazardous waste so as to render it non-hazardous, or to recover it, or to make it safer to transport, store or dispose of, or to make it amenable for recovery, storage, or volume reduction.

HHH. “TSP” means tri-sodium phosphate. A TSP solution contains at least 5% TSP or its equivalent.

III. “X-Ray Fluorescence Analyzer (XRF)” means an analytical instrument that measures lead concentration of dried paint on surfaces or in a laboratory sample in milligrams per square centimeter (mg/cm<sup>2</sup>) using a radioactive source w

**TABLE A**  
**SCOPE OF WORK TABLE**  
**141 WOODLAND STREET**  
**HARTFORD, CONNECTICUT**

Item #	Location	Component	Side	Quantity	Interim Control Method
<b>EXTERIORS</b>					
1	Facade	Overhang Support, Post	A	All	Paint stabilize

**TABLE A**  
**SCOPE OF WORK TABLE**  
**188 SIGOURNEY STREET**  
**HARTFORD, CONNECTICUT**

<b>Item #</b>	<b>Room</b>	<b>Component</b>	<b>Side</b>	<b>Quantity</b>	<b>Interim Control Method</b>
<b>INTERIORS</b>					
<b>COMMON STAIRS</b>					
1	First Floor Corridor	Stair Stringer	-	All	Paint Stabilize
2	C-Side Stairwell	Stair Newell Post	-	All	Paint Stabilize

**TABLE A  
SCOPE OF WORK TABLE  
726 NEW BRITAIN AVENUE  
HARTFORD, CONNECTICUT**

<b>Item #</b>	<b>Room</b>	<b>Component</b>	<b>Side</b>	<b>Quantity</b>	<b>Interim Control Method</b>
<b>INTERIORS</b>					
<b>DWELLING UNIT B</b>					
1	Bedrooms, Bathroom, Hallway, Stairs	All Painted Surfaces	A, B, C, D	All	Paint stabilize (include inside closets)
2		Closet Shelves	-	All	Replace with new shelving to match existing

**TABLE A  
SCOPE OF WORK TABLE  
1532-1534 PARK STREET  
HARTFORD, CONNECTICUT**

Item #	Room	Component	Side	Quantity	Interim Control Method
<b>EXTERIORS</b>					
1	Façade	Tin Soffits, Dentil Molding, Rake Board, Fascia Board	A, B, D	All	Paint stabilize