

PROJECT MANUAL
for

Road Runner Residences Re-Roof

HHA-FY25-IFB-006

Helena, Montana 59602

HELENA HOUSING AUTHORITY
812 Abbey Street
Helena, Montana 59601



Architecture



CROSSMAN-WHITNEY-GRIFFIN, Inc.
Architects AIA
PO Box 1198 (59624)
650 Power Street
Helena, Montana 59601

January 2025



APPROVED: _____

A handwritten signature in blue ink that reads 'Kory Kennaugh'.

Kory Kennaugh, AIA

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INVITATION FOR BID

The Helena Housing Development Corporation (HHDC) & Road Runner Residences LLC is requesting bids for **HHA-FY25-IFB-006: Road Runner Residences Re-Roof Project** to take place at Road Runner Residences (1071 Road Runner Dr., Helena, MT 59602). Road Runner Residences is comprised of two buildings (one two story, one single level) with a total of 16 apartments. Road Runner Residences LLC is a component unit of the Helena Housing Authority (HHA).

All bids must be delivered to HHA (812 Abbey St., Helena, MT 59601) by **2:00PM on Tuesday, February 11, 2025**. Bids will be opened at this time and tabulated by Road Runner Residences' Contracting Officer. No late bids will be accepted. Bid opening is open to the public and bidders are encouraged to attend. A tabulation of the bids received will be available within a reasonable time after Tuesday, February 11, 2025. **A contract may be issued to the winning bidder as soon as Wednesday, February 12, 2025.**

A Pre-Bid Meeting / Site Visit is scheduled to begin at 10:00AM, Thursday, January 23, 2025 at 1071 Road Runner Dr., Helena, MT 59602.

Contractors can view the contract information through the Montana Plans Exchange or at <https://hhamt.org/procurement-contract-opportunities/>. Physical bid packets will be made available to interested parties who contact Crossman Whitney Griffin Architecture + Interiors to request a packet:

LOCATION: 650 Power St., Helena, MT 59601
TELEPHONE: (406) 443-2340
EMAIL: MAVARD@CWG-ARCHITECTS.COM

The procurement of these services is funded by Road Runner Residences' reserves.

Road Runner Residences LLC, HHDC, and HHA are equal opportunity employers. Women and minority businesses are encouraged to apply.

Road Runner Residences LLC, HHDC, and HHA make reasonable accommodation for any known disability that may interfere with an applicant's ability to compete in the selection process or to perform the essential duties of the job. In order for such accommodations to be made, the applicant must request such accommodations in writing to the Road Runner Residences' Contracting Officer, Michael M. O'Neil.

Road Runner Residences LLC
Michael M. O'Neil

Advertisement to run on the following dates:

- January 16, 2025
- January 18, 2025
- January 21, 2025
- January 23, 2025

BACKGROUND ON PUBLIC AND INDIAN HOUSING

PUBLIC HOUSING. The Low-Income Public Housing program is authorized under the United States Housing Act of 1937, as amended. It authorizes the U.S. Department of Housing and Urban Development (HUD) to provide technical and financial assistance to public housing agencies (PHAs) in the provision of decent, safe and sanitary dwellings at affordable rents to lower-income families. The public housing program is administered at the local level by PHAs which are non-Federal public agencies authorized by State legislation and generally established by action of a town, city, county, regional area or state.

The PHA functions in the capacity of developer, owner, and manager of its lower-income public housing developments. The PHA has the responsibility for planning, financing, constructing, and managing its properties subject to applicable laws and contractual relationships with HUD and the local governing body. The landlord-tenant relationship of the PHA is established by virtue of its ownership of the properties and the provisions of individual leasing agreements with its tenants. The PHA performs all of the functions of a private landlord, including leasing units, collecting rents, maintaining the properties, and all of the other responsibilities related thereto.

PHA responsibilities for public housing developments are embodied in the State enabling legislation and an Annual Contributions Contract (ACC) entered into between the PHA and HUD. A PHA is required to operate each lower-income project for the purpose of providing decent, safe and sanitary dwelling units within the financial reach of lower-income families and to operate the project with efficiency, economy, serviceability, and stability.

HUD assists PHAs financially through the ACC by providing capital funds for developing new developments and by making annual contributions (debt service payments) according to the ACC. In addition, the Department provides PHAs/IHAs with annual operating subsidies to assist in maintaining the lower-income character of the developments, providing adequate administrative and maintenance services, and to ensure financial solvency. Operating subsidies help cover annual deficits arising as a result of rent limits and the costs of operations, including utilities that exceed scheduled rents.

HELENA HOUSING AUTHORITY

HHA was established by resolution of the Helena City Commission in August of 1939. HHA owns and operates 366 units of public housing scattered amongst 26 different sites throughout Helena. HHA currently administers 288 Local Housing Choice Vouchers, 43 Permanent Supportive Housing (PSH) Vouchers, and 5 Veteran Affairs Supportive Housing (VASH) Vouchers. HHA is also authorized to administer 199 Housing Choice Vouchers, 21 Mod Rehab vouchers, 59 VASH vouchers and 10 Mainstream Vouchers for the State of Montana. HHA is also the managing agent for two tax credit projects of 47 units which are treated as component units.

ROAD RUNNER RESIDENCES LLC RESERVED RIGHTS

- Road Runner Residences LLC, a component unit of Helena Housing Authority (HHA), reserves the right to reject any or all proposals, to waive any in the IFB process, or to terminate the IFB process at any time, if deemed to be in its best interest.
- Road Runner Residences LLC reserves the right not to award a contract pursuant to this IFB.
- Road Runner Residences LLC reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon ten (10) days written notice to the successful Offeror.
- Road Runner Residences LLC reserves the right to determine the days, hours and locations that the successful Offeror shall provide the services called for in this IFB.
- ALL PROPOSAL PRICES submitted shall be FIRM FOR THE PERIOD OF (sixty) 60 days from the date proposal (s) are due. No proposal shall be considered which contains any letter or memorandum or other writing qualifying the same, to the detriment of the Road Runner Residences LLC.
- Road Runner Residences LLC reserves the right to negotiate the fees proposed by the Offeror entity.
- Road Runner Residences LLC reserves the right to reject and not consider any Proposal that does not meet the requirements of this IFB, including but not necessarily limited to: incomplete Proposals and/or Proposals offering alternate or non-requested services.
- Road Runner Residences LLC shall have no obligation to compensate any Offeror for any costs incurred in responding to this IFB.

By: _____ Date: _____

Michael M. O'Neil, Contracting Officer
Road Runner Residences LLC

GENERAL TERMS AND CONDITIONS

1. All bids shall be ADDRESSED to: Michael M. O’Neil, Contracting Officer, Road Runner Residences LLC c/o Helena Housing Authority, 812 Abbey St., Helena, MT 59601.
2. All proposals shall be delivered by the specified time. Please place a NOTATION ON THE FRONT of the envelope **indicating “BID DOCUMENTS FOR: HHA-FY25-IFB-006: Road Runner Residences Re-Roof Project”**.
3. ALL sealed bids received by **2:00PM on Tuesday, February 11, 2025** will be opened and tabulated by Road Runner Residences’ Contracting Officer and after this hour no bids will be accepted.
4. Each prospective Bidder will receive from CWG Architecture + Interiors one (1) complete IFB packet, containing all forms and documents related to and required for the project.
5. Any and all questions regarding this project are to be submitted in writing, directed to **Matt Avard CWG Architecture + Interiors (mavard@cwg-architects.com), no later than 5:00PM MST Monday, February 3, 2025**. To ensure that all potential bidders are privy to the same information, all questions will be answered and provided in an addendum to the **HHA-FY25-IFB-006: Road Runner Residences Re-Roof Project bid packet as soon as possible after 5:00PM MST Monday, February 3, 2025**.
6. The bidder agrees that contracts awarded by Road Runner Residences LLC WILL NOT BE assigned, transferred, or sublet unless specific permission to do so is requested in writing and granted in writing by Road Runner Residences LLC.
7. All business relating to proposal shall be transacted at HELENA HOUSING AUTHORITY OFFICES, 812 Abbey St., Helena, MT 59601 unless otherwise agreed upon in contract documents.
8. If bids received are competitive, reasonable, and responsive, a CONTRACT WILL BE AWARDED TO THE LOWEST BIDDING REASONABLE/RESPONSIVE FIRM.
9. **A CONTRACT MAY BE ISSUED to the winning bidder as soon as Wednesday, February 19, 2025**. THE PROJECT WILL THEN COMMENCE UPON WRITTEN NOTICE TO PROCEED. Unless otherwise stated, the project is to be completed and turned over to the Owner on or before 90 calendar days, unless otherwise approved by Change Order.
10. The BIDDER SHALL be responsible for any damages to property caused by the supplier/contractor or his agents. The BIDDER further covenants and agrees and does hereby ASSUME ALL LIABILITY for, and shall agree to indemnify and save harmless the Road Runner Residences LLC, Helena Housing Development Corporation (HHDC)

& Helena Housing Authority (HHA) against any and all loss, costs, suits, claims, charges, or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in or about the said work or otherwise by reason on any accidents, damages, or injuries, torts, or trespasses happening in and about or in an way incident to or by reason of the performances of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry the usual property Damage and Liability Insurance and to furnish certificate therefore, when required by Road Runner Residences LLC, HHDC, and/or HHA.

11. The firm/individual guarantees the proposal submitted is not a product of collusion with any other bidder and no effort has been made to fix the proposal price of any bidder or to fix any overhead, profit, or cost estimate of any proposal or its price.

12. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM

The successful bidder must covenant and agree to abide by the Federal and State regulations pertaining to Equal Employment as set forth in EXECUTIVE ORDER 11246, 11375, 11625, and 41 CFR Part 60-4. In summary, these regulations require project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin and states that project participants will take appropriate measures to employ minority-owned businesses. Also, the sponsor will make every effort to ensure that all bidders are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to provide all parties reasonable access to the same basic information.

AFFIDAVIT OF NON-DEFAULT

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That he/she/they is/are _____;
(Please circle one: Owner, Partner, Officer, Representative or Agent)

In the firm doing business as _____ ;
(Name of firm)

and make(s) the following representation:

The firm’s current standing with HUD assures the firm has no legal action pending regarding work process and procedures and no felony conviction records.

Signature: _____

Subscribed and sworn before me this _____ day of _____, 2025.

(Notary Public)

My commission expires: _____

FORM OF NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That he/she/they is/are _____;
(Please circle one: Owner, Partner, Officer, Representative or Agent)

In the firm doing business as _____, and make(s) the
following representation: (Name of firm)

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

Signature(s) of:

Bidder (if the bidder is an individual) _____
(Signature / Printed Name)

Partner (if the bidder is a partnership) _____
(Signature / Printed Name)

Officer (if the bidder is a corporation) _____
(Signature / Printed Name)

Subscribed and sworn before me this _____ day of _____, 2025.

(Notary Public)

My commission expires: _____

FORM OF NON-COLLUSIVE AFFIDAVIT FOR SUBCONTRACTORS*

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That he/she/they is/are _____;
(Please circle one: Owner, Partner, Officer, Representative or Agent)

In the firm doing business as _____, and makes(s) the
following representation: (Name of firm)

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

Signature(s) of:

Bidder (if the bidder is an individual) _____
(Signature / Printed Name)

Partner (if the bidder is a partnership) _____
(Signature / Printed Name)

Officer (if the bidder is a corporation) _____
(Signature / Printed Name)

Subscribed and sworn before me this _____ day of _____, 2025.

(Notary Public)

My commission expires: _____

**This form must be completed for each subcontractor on the job.*

CHECKLIST

Please ensure that all items are provided in the order they are listed.

Please sign all documents in blue ink.

The following documents/forms are to be submitted with Bid:

- _____ Original and signed Representations, Certifications, and Other Statements of Bidders (HUD Form 5369-A)
- _____ A completed Project Bid Form
- _____ Original, signed, and notarized Non-Collusive Affidavit
- _____ Original, signed, and notarized Affidavit of Non-Default
- _____ Previous Participation Certification (HUD-2530)
- _____ List of Sub-Contractors (with each sub-contractor providing a Non-Collusive Affidavit for Subcontractor)
- _____ Proof of Montana Public Contractor's License
- _____ Proof of Workers Compensation coverage or State of Montana Independent Contractor's Exemption and general liability insurance of not less than \$1,000,000.00 per occurrence
- _____ A signed copy of any addenda to the Project

The following documents must be completed and on file before work can begin:

- _____ General Conditions (HUD-5370-EZ or HUD-5370, whichever is applicable)
- _____ Certificates of Insurance – *from contractor & all subcontractors*
- _____ Certificates of Insurance Supplemental – *from contractor & all subcontractors, if Required by HHA or otherwise secured.*
- _____ Documentation of Worker's Compensation Insurance or Certificate of Independent Contractor Exemption – *from contractor & all subcontractors*
- _____ Certificate from contractor appointing officer or employee to supervise payment of employees (HUD-5282) – *from contractor & all subcontractors*
- _____ Certification of Eligibility Affidavit(s) – *from for all contractors not registered in System for Award Management (SAM)*
- _____ Certificate of Contractor Registration & Business License – *from contractor and all Subcontractors*
- _____ Request(s) for Acceptance of Sub-Contractor(s) – *signed by HHA*
- _____ Form of Contract – *provided by HHA, to be signed by both parties*
- _____ Notice to Proceed – *provided by HHA to formally authorize project commencement*

For any Pay Applications during the Course of Work and/or upon Project Completion:

- _____ Periodic Estimate for Partial Payment (HUD-51001)
- _____ Schedule of Amounts for Contract payments (HUD-51000a)
- _____ Schedule of Change Orders (HUD-51002)*

**Please note that bond values must be updated when COs increase contract value*

- _____ Schedule of Materials Stored (HUD-51003)*
**Include documentation of Insurance on Materials Stored*
- _____ Summary of Materials Stored (HUD-51004)
- _____ Contract and Sub-Contract Activity (HUD-2516)
- _____ Releases for any Contractor(s), Subcontractor(s), and Materials Suppliers Requesting Payment

When Work is complete - Prior to Final Payment & in conjunction with Final Pay App items

- _____ Notarized Affidavit on Behalf of the Contractor
- _____ Certificate and Release
- _____ Certificate of Completion
- _____ Signed Change Orders
- _____ Notarized Releases from all Sub-Contractors and Suppliers
- _____ Completed Punch List
- _____ As-Built Drawings
- _____ Operation & Maintenance Manual
- _____ Warranties

**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.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

Bidders shall incorporate the following Supplementary Instructions to Bidders in preparing their Proposal:

1. Section 1. BID FORMS. Only one (1) copy of the Bid Form is to be submitted to Road Runner Residences LLC c/o Helena Housing Authority, 812 Abbey St., Helena, MT 59601.
2. Section 4. NON-COLLUSIVE AFFIDAVIT. The Form of Non-Collusive Affidavit (including necessary Non-Collusive Affidavits for Subcontractors) shall be executed and submitted with the Bid Form at the time of Bidding.
3. Section 10. PAYMENT BOND. The Contractor shall furnish a Payment Bond in the amount equal to 100% of the Contract sum as security for the faithful payment to subcontracts and suppliers on the project.
4. Retainage on monthly estimates shall be five percent (5%) of the amount for work performed and materials stored.
5. Work under this contract shall be completed and turned over to the Owner on or before 90 calendar days, unless otherwise approved by Change Order.
6. A list of documents that are required to be submitted with the Bid is furnished with the Bid Forms. This list is to be checked off (completed) to ensure that all forms are included with the Bids.
7. Permits, Fees, and Notices: The Contractor will secure and pay for all permits and fees, including building permit. Copies of all paid Building Permits, Plan Review Fees, and Occupancy Permit are to be returned to Road Runner Residences LLC c/o Helena Housing Authority, 812 Abbey St., Helena, MT 59601.
8. All other conditions having been met, the Contract will be awarded to the bidder whose price is the lowest for the work defined in the Contract Documents for the Project.
9. Qualified bonding companies for this project shall be listed on The Federal U.S. Treasury List.
10. All questions related to contract documents should be directed to Matt Avard, CWG Architecture + Interiors, 406-443-2340 / mavard@cwg-architects.com.



Substitution Request Form

(Fill in all Blanks – failure to do so will result in disapproval)
(One specification section per form)

****Must be submitted no less than 10 days prior to bid date****

Project:

HHA-FY26-IFB-006: Road Runner Residences Re-Roof Project
1071 Road Runner Dr., Helena, MT 59602

We hereby submit for your review the following substitution for the following specified material for the above project:

Specified Item:

•

Specification Section: **Paragraph No.** **Drawing & Detail(s) No.**

Proposed Substitution *(Attach complete technical data, including laboratory tests, if applicable, in duplicate)*

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

- 1. Will Substitution affect dimensions indicated on Drawings? (Yes) (No)
- 2. Will the undersigned pay for any changes to the building design, including engineering and detailing costs caused by the requested substitution? (Yes) (No)
- 3. What effect does the substitution have on other trades?
- 4. Difference between proposed and specified item?
- 5. Manufacturer's guarantee/warranty? (Same) (Different)

Explain:

In signing this form, the Proposer understand the burden of proof of the proposed substitute is upon the Proposer – that function, appearance, and quality and equivalent or superior to the specified item.

CWG
Architecture
+
Interiors

Submitted By:

A & E Review:
Date:

(406) 443-2340
650 Power St
P.O. Box 1198
Helena, MT 59624
cwg-architects.com

Phone:
E-mail:

Fax:

- Accepted Remarks
- Not Accepted
- Accepted as noted

Signature
(authorized official)

(Printed Name)

Date:

**BID FORM
FOR**

**HHA-FY25-IFB-006:
Road Runner Residences Re-Roof Project**

FOR:

HELENA HOUSING AUTHORITY
812 ABBEY
HELENA, MONTANA 59601

Ladies & Gentlemen:

The undersigned, having familiarized themselves with the conditions of the work and the Contract Documents (Project Manual and Drawings) as prepared by CWG Architecture, Helena, Montana, agrees to furnish all labor, materials, equipment, and services necessary for HHA-FY25-IFB-006: Road Runner Residences Re-Roof Project located at 1071 Road Runner Drive, Helena, MT, 59602 in accordance with the contract documents, including all addenda.

We, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

TOTAL LUMP SUM BASE BID PRICE

Sum of _____
_____ Dollars

(\$ _____) in lawful money of the United States of America.

The above listed price includes removal and replacement of existing shingle roofing, underlayment and roof penetration flashing as specified. Other items are indicated in Unit Price Schedule below.

Schedule of Values

Items listed in schedule of values below are not included in the above listed bid amounts. These items may be added to the project as required by existing conditions uncovered by Contractor, or as requested by the Owner. Unit prices include all material & labor costs for a complete installation.

See Specification Sections for Product Requirements

Item#	Name of Work Item	Unit Price	Unit
1	Lomanco Continuous Ridge Vent	\$	L.F.
2	Lomanco Gable Vent	\$	Each.

3	Lomanco Continuous Deck-Air Eave Intake Vent	\$	L.F.
4	Ohagin Deck Mounted Roof Vent	\$	E.A.
5	Install 5/8" Roof Sheathing Over Existing Roof Deck	\$	S.F.
6	Remove Existing Roof Sheathing & Replace With New 5/8" Sheathing	\$	S.F.
7	Remove & Replace Existing Drip Edge	\$	L.F.

The Contractor acknowledges the receipt of the following addenda.

ADDENDA:

1. Addendum # _____ Dated _____
2. Addendum # _____ Dated _____
3. Addendum # _____ Dated _____

and certifies that they are a duly and regularly licensed Contractor holding Montana Contractor Registration No. _____.

COMPLETION OF WORK:

If the undersigned is notified of the acceptance of their proposal within sixty days (60) after the time of opening bids, they agree to complete the work for the above-stipulated sum within 60 calendar days from the time established in the written "Notice to Proceed".

SIGNATURES:

Date: _____, 2025

Firm Name: _____

By: _____
(Authorized signing officer, Title)

Business Address: _____

License No. _____

Witness: _____
(Name)

(Signature)

SUBCONTRACTORS LIST

Construction of
HHA-FY25-IFB-006:
Road Runner Residences Re-Roof Project
Helena, Montana 59602
for
Road Runner Residences LLC
Helena, Montana 59602

Attention:

Michael M. O'Neil
Contracting Officer
Road Runner Residences LLC
c/o Helena Housing Authority
812 Abbey Street
Helena, Montana 59601

Sir:

The undersigned bidder hereby proposes to use the following listed Subcontractors for the Road Runner Residences Re-Roof Project, Helena, Montana for Road Runner Residences LLC:

	Company	Address	Telephone No.	Contract Amount

The undersigned bidder hereby acknowledges the right of the Owner to accept or reject any or all of the above-listed Subcontractors. Should a Subcontractor be rejected by the Owner, the bid price will be adjusted as required to include the lowest acceptable Subcontractor bidding the work.

Dated in Helena, Montana, this _____ day of _____, 2025.

_____ Firm Name

By _____

**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)

General Contract Conditions for Small Construction/Development Contracts

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

See Page 7 for Burden Statement

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

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

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

4. Default

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

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

5. Termination for Convenience

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

6. Insurance

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

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

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

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

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

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

7. Contract Modifications

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

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

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

8. Changes

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

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,

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

- (b) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (c) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for 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.

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

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

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

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

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

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

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

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

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

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

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

9. Examination and Retention of Contractor's Records

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

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

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

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

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

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

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

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

14. Labor Standards - Davis-Bacon and Related

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

(1) *Minimum wages—(i) Wage rates and fringe benefits.*

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

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

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

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

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

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

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

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

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

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

(B) A contracting agency for its procurement costs;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

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

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

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

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

been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, 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 must be paid in accordance with that determination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S.

trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

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

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

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C.

3901-3907. (4) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the

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

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

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

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

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

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

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

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

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

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

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 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. 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.

SUPPLEMENTARY TO GENERAL CONDITIONS

CONTRACT PERIOD

Work under this Contract shall be completed **within 90 calendar days of Notice to Proceed**, unless otherwise approved by Change Order.

PAYMENTS

On or about the 15th day of each month, ninety-five (95%) of the value of the work performed, and/or material suitably stored during the previous month, as certified by Architect.

Each application for payment shall be accompanied by the required completed and signed forms (original signatures in blue ink) including:

- Complete list of subcontractors (with request for first payment);
- Request for Partial Payment;
- Contractor and Subcontractor Activity Report to be submitted with First Application; and
- Releases for Contractor and Subcontractor with app pay requests. The release will list the net amount paid during the period and the amount of accumulated retainage withheld to date.
- Please also note: Any new, previously unidentified subcontractor(s) must be approved before working on the project using the Request for Acceptance of Subcontractor form. If/When approved, certification for liability insurance and Worker’s Compensation shall be submitted before any work is performed by said Subcontractor(s) on the project.

Within ten (10) days of receiving a payment from the Owner, the Contractor shall provide executed waivers and proof of payment forms to the Owner. The proof of payments shall be a form acceptable to Owner and shall indicate the amount of any payment received by a subcontractor and the subcontractor’s signature indicating receipt and acceptance of the payment. The release shall be executed by the Contractor and Subcontractor and shall release the Owner from any charge or claim arising from services for which the Contractor and/or the Subcontractor previously received payment.

If the Contractor fails to provide the required waivers and proof of payment as required, the Owner may issue a written order to the Contractor to stop work or any portion thereof until the required release or proof of payment(s) is provided.

INSURANCE AND BONDS:

The Contractor is to provide Owner with evidence of coverage required in this document and give Owner forty-five (45) days written notice of cancellation or material change in coverage. Insurance is to be provided as shown in these Supplementary to General Conditions.

All coverages, except Workers Compensation, shall clearly name Owner (Road Runner Residences LLC, Helena Housing Development Corporation (HHDC), Helena Housing Authority (HHA) and Architect (Crossman Whitney Griffin (CWG) Architecture + Interiors)

GENERAL LIABILITY

Contractor’s General Liability Insurance shall include premise-operations, independent contractor’s operations protection, personal injury, and completed operations and product liability coverages. The General Aggregate Limit shall apply separately to each of the Contractor’s projects.

a. GENERAL AGGREGATE PER PROJECT	<u>\$2,000,000.00</u>
b. Products - Completed Operations Aggregate	<u>\$2,000,000.00</u>
c. Personal and Advertising Injury (Each Occurrence)	<u>\$1,000,000.00</u>

- d. Bodily Injury and Property Damage (Each Occurrence) \$1,000,000.00
- e. In the event the General Aggregate Limit is diminished by an amount greater than \$500,000, Contractor shall provide notice to Owner of this fact, and shall again provide such notice on each subsequent occasion on which the General Aggregate Limit is again diminished by an amount greater than \$500,000.
- f. In addition to other requirements in the General Conditions, coverage will include Per Project Aggregate Endorsement.

AUTOMOBILE LIABILITY

- a. Combined Single Limit (Bodily Injury and Property Damage)
Each Accident \$1,000,000.00
- b. Coverage to be written on a Symbol 1 (one) any auto basis, to include all owned, hired, and non-owned vehicles.

WORKER'S COMPENSATION (WC) INSURANCE:

The Contractor is to familiarize themselves with the provisions of the Montana Worker's Compensation Act. They are to insure their liability under this act as provided in the law, and they are to require all of their Subcontractors to insure their liabilities under the Act.

- a. State Statutory
- b. Applicable Federal (e.g. Longshoremen) Statutory
- c. Employers Liability \$1,000,000.00
- d. Benefits required by Union Labor Contracts - comply with local union wage scale.
- e. Subcontractors without WC insurance may submit a State of Montana Independent Contractor's Exemption and General Liability Insurance of not less than \$1,000,000.00 per occurrence.

EXCESS or UMBRELLA LIABILITY * (purchased by contractor, if required by Architect/Owner)

- a. \$5,000,000.00 each occurrence - *This coverage would only be required of the General Contractor

OWNERS & CONTRACTORS Protective Policy (purchased by contractor, if required by Architect/Owner)

In addition to the insurance required to be provided by Contractor, Contractor shall purchase and maintain a separate Owners and Contractors Protective Policy (OCP). Owner will be the "first named Insured" on the policy.

- a. General Aggregate \$2,000,000.00
- b. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000.00

Additional Insureds:

- a. Architect and Owner added as additional insured.
- b. Use Additional Insured Endorsement CG 20 31, or equivalent acceptable to the Owner and Architect.

GENERAL POLICY INFORMATION

Insurance required herein and in Article 11 is to be provided by insurance policies issued only by insurance companies currently authorized to do business in the State of Montana. No Contractor or Subcontractor is to commence work under this contract until all required insurance has been obtained and has been approved by the Owner and the Architect. During the term of this contract, the Contractor is to deliver to the Owner and Architect, a Certificate of Insurance with respect to the renewal insurance policy

not less than 15 days prior to the expiration date of any policy for which a Certificate of Insurance is required.

Umbrella coverage, if required by Architect/Owner, shall extend over general liability, automobile liability, and employer's liability.

The Contractor is to provide the Owner and Architect Certificates of Insurance signed by authorized representatives of the Insurance company, or any companies evidencing that insurance as required herein is in force and will not be canceled, limited, or restricted without forty-five (45) days written notice by registered or certified mail to the Contractor, Owner and Architect.

PROPERTY INSURANCE (purchased by contractor, if required by Architect/Owner)

Contractor shall purchase and maintain property insurance on the work at the site in the amount of the full replacement cost. This Insurance shall;

- a. Include the interest of the Owner, Contractor, Sub-Contractors, Architect, and Architect's Consultants and any other entity identified in the contract, each of whom must have insurable interest and be named as an additional insured.
- b. Be written on a "Builder's Risk" policy form or Installation Floater as appropriate for the nature of the project. Such insurance will include coverage for physical loss to the work at the site Including machinery, electrical and computer units, and including the testing and startup of machinery, electrical and computer units. Coverage must be afforded for materials and equipment in transit and in temporary storage. Such coverage will be provided on a Special Cause of Loss coverage form and also include the perils of earthquake, collapse, debris removal and demolition.
- c. Include expenses incurred in the repair or replacement including fees and charges of the Architect and soft costs.
- d. Be endorsed to allow occupancy and partial utilization by the Owner.
- e. All policies of insurance will be endorsed to not be cancelled or materially altered or non-renewed without a 45-day prior written notice to the Owner.
- f. Include a Waiver of Subrogation providing that the insurer or contractor will have no right of recovery against the Owner or any additional insured.
- g. Any deductible will be the sole responsibility of the Contractor

PAYMENT BOND:

The Contractor shall furnish a Payment Bond in the amount equal to 100% of the Contract sum as security for the faithful payment to subcontractors and suppliers on the project.

Change Orders (COs):

Change Orders that increase the overall contract price for this project necessitate a correspondingly increased bonded value. The cost incurred by Contractor for increasing the bonded value (to match any newly increased total contract amount) can and should be included in the total Change Order dollar amount.

SPECIAL CONDITIONS

- A. The Contractor shall examine the site and all conditions thereon and shall take into considerations all such conditions as may affect the work under the contract.
- B. The Contractor shall have a valid Montana Contractor's License.
- C. Guarantee:
The Contractor shall warrant and guarantee all work performed under this contract for a period one year from the date of completion unless the work has been abused by or neglected by Helena Housing Authority or agents or tenants thereof.
- 1) Water Protection: The Contractor shall at all times protect the work from moisture or shall repair moisture related damage to the satisfaction of the Architect and Owner.
 - 2) Snow and Ice: The Contractor shall remove all snow and ice as may be required for protection and/or protection to proceed with the work.
 - 3) Barricades and Guard Lights: The Contractor shall provide and maintain barricades and guard lights where needed or as directed by the Architect at all railings, obstructions in streets, alleys, and sidewalks, scaffolding to pedestrian lanes, equipment and stockpiles should they present a hazard.
 - 4) Weather Protection: The Contractor shall at all times provide protection against weather – rain, wind, storm, frost, or heat. All new work likely to be damaged shall be protected at the end of the day's work.
 - 5) Cold Weather: During cold weather the Contractor shall protect all work from damage. If cold makes it impossible to continue work safely, the Contractor shall cease work and notify the Architect.
 - 6) Damage: Any work damaged by failure to provide adequate protection shall be removed and replaced at the Contractor's expense. Any damage to any existing structures caused by the Contractor or their negligence shall be their obligation to repair.
- D. Toilet: The Contractor shall supply their own on-site toilet facilities. Contractor may not use toilet facilities in the individual tenant units.
- E. Clean Up: The Contractor shall remove all temporary protection and remove all debris attributed to the execution of this contract.
- F. Construction waste shall be hauled daily. The Contractor shall provide waste receptacles.

- G. The Contractor shall be responsible to furnish all building permits, fees, and licenses required for this type of work.
- H. Telephone: The Contractor shall provide a cellular telephone for the project superintendent and provide the architect with the number.
- I. The Contractor: May use the electrical power needed to complete the work within the units. Electrical cords shall be flagged and protected to prevent injury during the course of the work.
- J. The Contractor: Shall obtain water for use during the course of the work on project site only.
- K. The Contractor: The use of radios, vulgar language, and negative language or reference to public housing residents is strictly prohibited.
- L. The Contractor: Shall exercise a no-tobacco policy during the course of work.
- M. The Contractor: Will be allowed to mobilize at 7:30 a.m. on a weekday. Contractor will not be allowed to enter a unit until 8:00 a.m. and must be out of unit by 5:00 p.m. on a weekday during construction.

Payment Bond

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

(This Bond is issued simultaneously with Performance Bond in favor of
Owner conditioned on the full and faithful performance of the contract)

Project Number: _____

Know All Men By These Presents, that we, _____
of _____
as Principal, (hereinafter called the Principal) and _____,
a _____ as Surety, (hereinafter called the Surety) are held and firmly bound
unto _____ as Oblige, (hereinafter called the "Owner"), for the use and
benefit of claimants as hereinafter defined, in the sum of _____ Dollars (\$ _____),
lawful money of the United States of America, for the payment of which Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has entered into a Construction Contract dated _____ with Owner for the construction of a Housing
Project designated as _____ a copy of which Construction Contract is by reference made
a part hereof; and is hereinafter referred to as the Contract.

Now, therefore, the conditions of this obligation is such that, if
Principal shall promptly make payment to all claimants as hereinafter
defined, for all labor and material used or reasonably required for use in
the performance of the Contract, then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the
following conditions:

1. A Claimant is defined as one having a direct contract with the
Principal or with a subcontractor of the Principal for labor, material, or
both, used or reasonably required for use in the performance of the
contract, labor and material being construed to include that part of
water, gas, power, light, heat, oil, gasoline, telephone service or rental of
equipment directly applicable to the Contract.
2. The above name Principal and Surety hereby jointly and severally
agree with the Owner that every claimant as herein defined, who has not
been paid in full before the expiration of a period of ninety (90) days
after the date on which the last of such claimant's work or labor was
done or performed, or materials were furnished by such claimant, may
sue on this bond for the use of such claimant, prosecute the suit to final
judgment for such sum or sums as may be justly due claimant, and have
execution thereon. The Owner shall not be liable for the payment of any
costs or expenses of any such suit.

(90) days after such claimant did or performed the last of the work or
labor, or furnished the last of the materials for which said claim is made,
stating with substantial accuracy the amount claimed and the name of
the party to whom the materials were furnished, or for whom the work
or labor was done or performed. Such notice shall be served by mailing
the same by registered mail or certified mail, postage prepaid, in an
envelope addressed to the Principal, Owner or Surety, at any place
where an office is regularly maintained for the transaction of business,
or served in any manner in which legal process may be served in the state
in which the aforesaid project is located, save that such service need not
be made by a public officer.

b) After the expiration of one (1) year following the date on which
Principal ceased work on said Contract, it being understood, however,
that if any limitation embodied in this bond is prohibited by any law
controlling the construction hereof, such limitation shall be deemed to
be amended so as to be equal to the minimum period of limitation
permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the
county or other political subdivision of the state in which the project, or
any part thereof, is situated, or in the United States District Court for the
district in which the project, or any part thereof, is situated, and not
elsewhere.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having direct contract with the
Principal, shall have given written notice to any two of the following:
The Principal, the Owner, or the Surety above named, within ninety

4. The amount of this bond shall be reduced by and to the extent of any
payment or payments made in good faith hereunder, inclusive of the
payment by Surety of mechanics' liens which may be filed of record
against said improvement, whether or not claim for the amount of such
lien be presented under and against this bond.

Signed and Sealed this _____ day of _____, 19_____.

Witness as to Principal:

(Principal) (Seal)

By: _____

By: _____
(Surety)

By: _____

\$ _____

(Surety)

PAYMENT BOND

No. _____

On Behalf of

To

Date _____, 19 _____

Expires _____, 19 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
	PHONE (A/C No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CONSTRUCTION AGREEMENT

This construction agreement (this “Agreement”) is made this **12th day of February, 2025** (Effective Date”), by and between **Road Runner Residences LLC**. (hereinafter also referred to as “Owner”) and **Contractor** (hereinafter referred to as “Contractor”).

Recitals

- A. Road Runner Residences LLC is the owner of certain real property at 1071 Road Runner Dr., Helena, MT 59602.
- B. Road Runner Residences LLC desires that Contractor provide all the labor and materials necessary for the completion of the “Project” (as defined below) on the real property in accordance with the terms of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Definitions.

1.1 Project. “Project” shall mean and refer to the **HHA-FY25-IFB-006: Road Runner Residences Re-Roof Project**, on real property owned by Road Runner Residences LLC. The “Project” shall consist of all items identified within this contract and shall also adhere to all terms and conditions identified within the Project/Bid Packet.

1.2 Plans & Specs. “Plans & Specs” shall mean and refer to architectural drawings and any and all other design & construction documents pursuant to the Project Packet completed by Crossman Whitney Griffin (CWG) P.C. Architects for **HHA-FY25-IFB-006: Road Runner Residences Re-Roof Project, Helena, MT 59602**, as prepared on behalf of Road Runner Residences LLC. and incorporated herein by reference from the Project/Bid Packet as **Exhibit A: Plans & Specs.**

1.3 Warranties. All aspects of project installation shall have a guarantee/warranty period of no less than one-year from completion of the project. Warranties on materials have been identified within the project specs.

2. Construction of the Project. Contractor agrees to provide all the labor and materials necessary for the construction and completion of the Project in accordance with all terms, conditions, plans, and specs outlined within this contract, its exhibits, and the Project Packet.

3. Commencement. Contractor shall commence operations necessary for the construction of the Project as soon as possible after the Effective Date of this Agreement. However, **before any work commences, Owner will field verify with Contractor the specific scope of work on-site. No work shall commence until Owner completes this field verification to finalize the understanding of the scope of work to be provided.**

4. Completion. Contractor shall complete all work required under this Agreement **within 90 days of contract signing (or other agreed upon initial completion date)**, plus any extensions granted by Change Order.

5. Price/Payment. Road Runner Residences LLC agrees to pay Contractor for the construction of the Project the sum of **xxxxx dollars and xx cents (\$xxxxx)**, (the “Purchase Price”). The Purchase Price shall be paid in accordance with the General Conditions and any and all Special and Supplementary Conditions incorporated herein by reference.

5.1 Delays in Payment. Road Runner Residences LLC will inspect and pay for all work upon satisfactory completion. If work is not to the satisfaction of Road Runner Residences LLC's Contracting Officer, Contractor will be notified to complete the specified task or work at no additional cost to Owner. Revisited tasks shall be completed within three (3) days. Reasons for not accepting Contractor's work and delaying payments may include, but are not limited to:

5.1.1 Creating safety hazards while providing services

5.1.2 Failure to submit required forms

6. General HUD Conditions. Contractor and HHA agree to comply with all additional terms and conditions contained in form **HUD-5370EZ (General Conditions of the Contract for Small Construction)**, which have been provided to Contractor via Project/Bid Packet and are **incorporated herein by reference** (the “General Conditions”).

7. Special and Supplementary Conditions. Contractor and HHA agree to comply with all **Special and Supplementary terms and conditions**, which have been provided to Contractor via Project/Bid Packet and are **incorporated herein by reference** (the “Supplementary Conditions”).

8. Title to the Property. The title of all work, completed portions of the Project in the course of construction, and of all materials on account of which payment has been made, shall be in HHA's name.

9. Independent Contractor. Contractor is an independent contractor. This Agreement shall not create the relationship of an employer and employee, a partnership, or a joint venture. Contractor shall be solely responsible and liable for any employment-related taxes, insurance premiums, or other employment benefits respecting Contractor's performance of the Services. HHA shall not be responsible for the payment of any duties or taxes imposed on the income or profits of the Contractor. HHA shall not control or direct the details or means by which Contractor performs the Services or its business.

10. Indemnification. Contractor shall hold harmless and indemnify HHA and its directors, officers, employees, and agents, from and against any third-party claim or action, liability, damages, and expenses, including but not limited to fees of attorneys, resulting from a breach of this Agreement by Contractor or from the willful or negligent act or omission of Contractor or its employees, agents, or subcontractors. Each party shall provide the other with prompt notice in writing of any such asserted claim and provide the other with reasonable information to help in the defense of such claims.

11. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. Exhibits. **All exhibits included with this agreement or otherwise incorporated herein by reference** shall be deemed a part of this Agreement. All change orders made in accordance with this Agreement shall be deemed a part of this Agreement.

13. Interpretation. Any uncertainty or ambiguity existing in this Agreement shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally. If there is any conflict or inconsistency between the terms of this Agreement, on the one hand, and the terms of either the General Conditions or the Supplemental Conditions, on the other hand, the terms of the General Conditions or Supplemental Conditions, as the case may be, shall control. If there is any conflict or inconsistency between the terms of this General Conditions and the terms of the Supplemental Conditions, the terms of the Supplemental Conditions shall control.

14. Governing Law; Attorney Fees. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Montana. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

15. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

16. Insurances. Contractor agrees to carry and provide Owner of evidence of the insurance coverages listed within Section 6 of HUD 5370-EZ, with the addition of an Installation Floater, with Owner & Architect clearly being listed as Additional Insured on Certificates of Insurance for all coverage lines except Workers Compensation insurance as identified in **Exhibit B: Insurances**.

17. Entire Agreement. This Agreement contains the entire agreement of the parties. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

The parties have executed this Agreement to be effective as of the date first written above.

Contractor):

(Signature)

By/Name: _____

Its/Title: _____

Road Runner Residences LLC (Owner):

Michael M. O'Neil, Contracting Officer

Exhibit A

Plans & Specs

(Incorporated Herein by Reference from Bid Packet)

Exhibit B

GENERAL LIABILITY

Contractor's General Liability Insurance shall include premise-operations, independent contractor's operations protection, personal injury, and completed operations and product liability coverages. **All coverages, except Workers Compensation, shall clearly name Owner (Road Runner Residences LLC), Helena Housing Development Corporation (HHDC) Helena Housing Authority (HHA), and Architect (CWG Architecture + Interiors) as additional insured.** The General Aggregate Limit shall apply separately to each of the Contractor's projects.

- a. GENERAL AGGREGATE PER PROJECT \$2,000,000.00
- b. Products - Completed Operations Aggregate \$2,000,000.00
- c. Personal and Advertising Injury (Each Occurrence) \$1,000,000.00
- d. Bodily Injury and Property Damage (Each Occurrence) \$1,000,000.00
- e. In the event the General Aggregate Limit is diminished by an amount greater than \$500,000, Contractor shall provide notice to Owner of this fact, and shall again provide such notice on each subsequent occasion on which the General Aggregate Limit is again diminished by an amount greater than \$500,000.
- f. In addition to other requirements in the General Conditions, coverage will include Per Project Aggregate Endorsement.
- g. Liability insurance shall name Owner and other interested parties as additional insured.

AUTOMOBILE LIABILITY

- a. Combined Single Limit (Bodily Injury and Property Damage)
Each accident \$1,000,000.00
- b. Coverage to be written on a Symbol 1 (one) any auto basis, to include all owned, hired, and non-owned vehicles.

WORKER'S COMPENSATION (WC) INSURANCE:

- a. State Statutory
- b. Applicable Federal (e.g. Longshoremen) Statutory
- c. Employers Liability \$1,000,000.00
- d. Benefits required by Union Labor Contracts - comply with local union wage scale.
- e. Subcontractors without WC insurance may submit a State of Montana Independent Contractor's Exemption and General Liability Insurance of not less than \$1,000,000.00 per occurrence.

EXCESS LIABILITY

- a. Installation Floater to provide coverage for materials brought to the site, materials in transit, and materials stored in a temporary location.

AFFIDAVIT ON BEHALF OF CONTRACTOR

STATE Montana
COUNTY OF Lewis and Clark
DATE _____

I certify to the best of my knowledge and belief that all work has been performed and materials supplied in strict accordance with the terms and conditions of the corresponding contract document between **Road Runner Residences LLC (OWNER)** and **(CONTRACTOR)** for the **HHA-FY25-IFB-006: Road Runner Residences Re-Roof Project** and further declare that all bills for materials, supplies, utilities and for all other things furnished or caused to be furnished by the above named Contractor and used in the execution of the above Contract have been fully paid and that there are no unpaid claims or demands of subcontractors, material men, mechanics, laborers or any other resulting from or arising out of any work done or ordered to be done by said Contractor under the above identified Contract.

In consideration of the prior and final payments made and all payments made for authorized changes, the Contractor releases and forever discharges the OWNER from any and all obligations and liabilities arising by virtue of said Contract, and authorized changes between the parties hereto, either verbal or in writing, and any and all claims and demands of every kind and character whatsoever against the OWNER, arising out of or in any way relating to said Contract and authorized changes.

This statement is made for the purpose of inducing the OWNER to make FINAL PAYMENT under the terms of the Contract, relying on the truth and statements contained therein.

DATED _____
CONTRACTOR _____
ADDRESS _____
SIGNED BY _____
TITLE _____

Subscribed and sworn to before me this ____ day of _____, 2025.

(SEAL)

Notary Public for the State of Montana

My Commission Expires: _____

CERTIFICATE AND RELEASE

FROM: _____
(Company Name)

TO: Road Runner Residences LLC

REFERENCE: Contract entered into on _____ between the **Road Runner Residences LLC**, of the City of Helena in the State of Montana, hereinafter called the **OWNER** and _____ in the State of Montana, hereinafter called the **CONTRACTOR** for the **HHA-FY25-IFB-006: Road Runner Residences Re-Roof Project** for Owner.

1. The undersigned hereby certifies that there is due and payable under the contract and duly approved Change Orders and modifications the undisputed amount of \$ _____
\$(_____ dollars and _____ cents)
2. The undersigned further certifies that in addition to the amount set forth in paragraph 1 hereof there are outstanding and unsettled the following items which he/she claims are just and due and owing by the Owner to the Contractor:
 - a. No additional due other than final payment of \$ _____
 - b.
 - c.
 - d.
3. The undersigned further certifies that all work required under this Contract, including work required under Change Orders has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this Contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with any Contract provisions relating to said wage rates.
4. Except for the amount stated in paragraphs 1 and 2 hereof, the undersigned has received from the Owner all sums of money payable to the undersigned under or pursuant to the aforementioned Contract or any change or modification thereof.
5. That in consideration of the payment of the amount stated in paragraph 2 hereof, the undersigned does hereby release the Owner from any and all claims arising under or by virtue of this Contract except the amounts listed in paragraph 2 hereof, provided, however, that if for any reason the Owner does not pay in full the amount stated in paragraphs 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as shown as an amount which the Contractor shall not release, but will release upon payment thereof. The Contractor further certifies that upon payment of the documents listed in paragraph 2 hereof, and of any

amount which may be deducted from paragraph 1 hereof, he will release the Owner from any and all claims of any nature whatsoever arising out of said Contract or modification thereof, and will execute such further release or assurances as the Owner may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, 2025.

(Company Name)

(Signature and Title of Officer)

Subscribed and sworn to before me this _____ day of _____, 2025.

(SEAL)

Notary Public for the State of Montana

My Commission Expires: _____

CERTIFICATE OF COMPLETION

THIS IS TO CERTIFY that all work and materials have been carefully inspected by duly authorized agents of representatives of the **Road Runner Residences LLC**, hereinafter called **OWNER**, and that _____ hereinafter called **CONTRACTOR**, has furnished all labor, material and services required for the **HHA-FY25-IFB-006: Road Runner Residences Re-Roof Project** located in Helena, Montana and original contract dated _____ between the Owner and the Contractor, with such exceptions hereinafter noted:

THIS IS TO CERTIFY:

1. That all work covered by this contract, was completed before the initial deadline of _____ and _____ and
2. That all changes permitted or required to be made, except minor modifications and field adjustments, have been authorized by a 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 approved 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 Certification, Change Orders constitute the only amendments to the contract price and/or time, and that ALL Change Orders approved in connection with this contract are listed on the attached Schedule, and
5. That all certificates, bonds, guaranties, warranties, insurance, and tests required under the contract have been furnished or performed except as noted under Exception E below, and
6. That the Owner 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 any 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 Contractor's Certificate and Release:
- B. Incomplete and/or unsatisfactory items of contract work: _____
- C. Overrun in contract time and potential liquidated damages assemble: _____

D. Unexecuted Change Orders: _____

E. Noncompliance with respect to tests, certificates, guaranties, etc. required under this contract: _____

F. Other pending items not included in Exceptions A through E which may require disposition before final settlement can be made under the contract: _____

AND

9. That the Contract Financial Status as of _____ is as follows:

Original Contract Price	\$	_____
Authorized additions: (e.g. Change Order #1)	\$	_____
Total	\$	_____
Amount Paid (Final Payment)	\$	_____
BALANCE	\$	_____

Voucher for final payment in the amount of \$ _____ is due and payable. Final Payment is included with this Certificate of Completion and no further balance exists.

(Company Name)

Road Runner Residences LLC

(Signature)

Michael M. O'Neil
Contracting Officer

(Printed Name of Signatory)

(Company Title of Signatory)



U.S. Department of Labor



Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Contact OSHA. We can help.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.





Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability; pregnancy, childbirth, or related medical condition; or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

Submit an inquiry through the EEOC's public portal:
<https://publicportal.eeoc.gov/Portal/Login.aspx>

Call 1-800-669-4000 (toll free)
1-800-669-6820 (TTY)
1-844-234-5122 (ASL video phone)

Visit an EEOC field office (information at www.eeoc.gov/field-office)

E-Mail info@eeoc.gov

Additional information about the EEOC, including information about filing a charge of discrimination, is available at www.eeoc.gov.



EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
1-800-397-6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk at <https://ofccphelpdesk.dol.gov/s/>, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and an OFCCP's "Contact Us" webpage at <https://www.dol.gov/agencies/ofccp/contact>.

PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

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)
-------------------------------	--------------------------	---

Location of Project	Project Number
---------------------	----------------

Name of Contractor	Contract Number
--------------------	-----------------

Item Number (1)	Description of Item (2)	Completed to Date (3)
		\$

Value of Contract Work Completed to Date (Transfer this total to line 5 on back of this sheet)	\$
---	----

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)
		\$	\$	\$
Totals		\$	\$	\$

Authorized Project 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, civil penalties, and confinement for up to 5 years. (18 U.S.C. §§ 287, 1001 and 31 U.S.C. §3729)

REQUEST FOR ACCEPTANCE OF SUBCONTRACTOR

**To: Road Runner Residences LLC
c/o Helena Housing Authority
812 Abbey St.
Helena, MT 59601**

DATE: _____
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 supply material as indicated below:

- 1. SUBCONTRACTOR NAME: _____
ADDRESS: _____
FEDERAL ID/SSN NO.: _____ TELEPHONE NO.() _____
MBE/WBE/DBE: _____

2. SCOPE OF WORK (Type of work, and Specification section reference)

3. The subcontractor's Non-Collusive Affidavit in the form required by our contract is furnished herewith along with the Certificate of Insurance naming the owner as Additional Insured (ORIGINAL ONLY ATTACHED TO THE ORIGINAL OF THIS REQUEST).

4. We warrant that the provisions required by our contract to be inserted in each subcontract will be inserted in this subcontract.

5. 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.

6. There will be no assignment of interest in this subcontract except as follows (If NONE, so state)

7. If a requirement of this project, we certify Subcontractor(s) has/have received a copy of the Federal Wage Rates (In Specification Book) on this Project

8. Terms of Payment: _____ Price: \$ _____

9. Remarks: _____

Prime Contractor
By: _____
Title: _____

APPROVAL OR REJECTION

Subcontractors eligibility to receive contract awards has been verified _____

The proposed subcontractor named above is Approved Disapproved

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)

(Michael M. O'Neil, Contracting Officer, Road Runner Residences LLC)

CERTIFICATION OF ELIGIBILITY AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That he/she/they is/are _____;
(Please circle one: Owner, Partner, Officer, Representative or Agent)

In the firm doing business as _____; and makes the
following representation: (Name of firm)

“ _____
(Name of firm)

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) or any exclusions or limitations created by any regulatory body”

Signature: _____

Subscribed and sworn to before me this _____ day of

_____, 2025.

(Notary Public)

My commission expires: _____

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

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)

Total Amount of Contract or Carried Forward	\$
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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	Site Improvements Retaining Walls
3	Demolition & Clearing	22	Caulking	45	Storm Sewers
	Structures	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		Equipment
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	Punch List ²
				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.

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)
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Name and Location of Project	Project Number
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Name of General Contractor	Contract Number
----------------------------	-----------------

Name of Subcontractor	Subcontract Number
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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)
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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, penalties, and imprisonment.

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)
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Location of Project	Project Number
---------------------	----------------

Name of General Contractor	Contract Number
----------------------------	-----------------

Name of General Contractor or Subcontractor	Amounts
General Contractor	\$

Subcontractors	\$
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	Total	\$
	Less 10%	\$
	Net	\$

Prepared by	Date (mm/dd/yyyy)	Checked by	Date (mm/dd/yyyy)
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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)

Construction Progress Schedule

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. 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.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)		
2. City	3. State	5. Project Name
4. Location		6. Project Number
7. Contract For		8. Contract Time (Days)
9. From (mm/dd/yyyy) To (mm/dd/yyyy)		10. Contract Price \$
11. Number of Buildings	12. Number of Dwelling Units	13. Number of Rooms

(Submit as many pages as necessary to cover the construction period.)	Year (yyy)	Month					
Actual Monthly Value, Work in Place	(\$)						
Actual Accumulated Progress	(%)						
Anticipated Monthly Value	(\$)						
Accumulated Scheduled Progress	(%)						

Submitted by	Contractor's Name		
	Title	Signature	Date (mm/dd/yyyy)
Approved by	PHA/IHA		
	Title		Date (mm/dd/yyyy)
Approved by	Architect		Date (mm/dd/yyyy)

**Instructions for Preparation of Construction Progress Schedule
Form HUD-5372**

General. The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

Year and Month. At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

Year. Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

Month. The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

Computation of Anticipated Monthly Value of Work in Place

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

Accumulated Scheduled Progress – %

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

Charting Actual Progress. The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place – \$" and "Actual Accumulated Progress – %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/ IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/ IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

% of Contract Time	% of Accumulated Progress
0	0
10	2
20	8
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

Contract and Subcontract Activity

U.S. Department of Housing and Urban Development

OMB Approval No.: 2535-0117 (exp. 1/31/2013)

Public Reporting Burden for this collection of information is estimated to average .50 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. This information is voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Privacy Act Notice - The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. It will not be disclosed or released outside the United States Department of Housing and Urban Development without your consent, except as required or permitted by law.

1. Grantee/Project Owner/Developer/Sponsor/Builder/Agency

2. Location (City, State, ZIP Code)

Check if:
 PHA
 IHA

3a. Name of Contact Person

3b. Phone Number (Including Area Code)

4. Reporting Period
 Oct. 1 - Sept. 30 (Annual-FY)

5. Program Code (Not applicable for CPD programs.)
 See explanation of codes at bottom of page.
 Use a separate sheet for each program code.

6. Date Submitted to Field Office

Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc.	Amount of Contract or Subcontract	Type of Trade Code (See below) 7c.	Contractor or Subcontractor Business Racial/Ethnic Code (See below) 7d.	Woman Owned Business (Yes or No) 7e.	Prime Contractor Identification Number 7f.	Sec. 3 Identification Number 7g.	Subcontractor Identification (ID) Number 7h.	Sec. 3 Identification Number 7i.	Contractor/Subcontractor Name and Address				
									Name	Street	City	State	Zip Code

- CPD:**
 1 = New Construction
 2 = Education/Training
 3 = Other

- 7c: Type of Trade Codes:**
Housing/Public Housing:
 1 = New Construction
 2 = Substantial Rehab.
 3 = Repair
 4 = Service
 5 = Project Mangt.
- 6 = Professional
 7 = Tenant Services
 8 = Education/Training
 9 = Arch./Engrg. Appraisal
 0 = Other

- 7d: Racial/Ethnic Codes:**
 1 = White Americans
 2 = Black Americans
 3 = Native Americans
 4 = Hispanic Americans
 5 = Asian/Pacific Americans
 6 = Hasidic Jews

- 5: Program Codes** (Complete for Housing and Public and Indian Housing programs only):
 1 = All insured, including Section 8
 2 = Flexible Subsidy
 3 = Section 8 Noninsured, Non-HFDA
 4 = Insured (Management)
 5 = Section 202
 6 = HUD-Held (Management)
 7 = Public/Indian Housing

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance. Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be

Community Development Programs

- 1. Grantee:** Enter the name of the unit of government submitting this report.
- 3. Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.
- 7a. Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.
- 7b. Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7i, the dollar figure would be for the subcontract only and not for the prime contract.
- 7c. Type of Trade:** Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7i, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.
- 7d. Business Racial/Ethnic/Gender Code:** Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.
- 7e. Woman Owned Business:** Enter Yes or No.
- 7f. Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.
- 7g. Section 3 Contractor:** Enter Yes or No.
- 7h. Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.
- 7i. Section 3 Contractor:** Enter Yes or No.
- 7j. Contractor/Subcontractor Name and Address:** Enter this information for each

completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act. The terms "low-income persons" and "very low-income persons" have the same meanings given the terms in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary

firm receiving contract/subcontract activity only one time on each report for each firm.

Multifamily Housing Programs

- 1. Grantee/Project Owner:** Enter the name of the unit of government, agency or mortgage entity submitting this report.
- 3. Contact Person:** Same as item 3 under CPD Programs.
- 4. Reporting Period:** Check only one period.
- 5. Program Code:** Enter the appropriate program code.
- 7a. Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.
- 7b. Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.
- 7c. Type of Trade:** Same as item 7c. under CPD Programs.
- 7d. Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.
- 7e. Woman Owned Business:** Enter Yes or No.
- 7f. Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.
- 7g. Section 3 Contractor:** Enter Yes or No.
- 7h. Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.
- 7i. Section 3 Contractor:** Enter Yes or No.
- 7j. Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families. Very low-income persons means low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front. Complete item 7h. only once for each contractor/subcontractor on each semi-annual report. Enter the prime contractor's ID in item 7f. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/HAs are to report all contracts/subcontracts.

Public Housing and Indian Housing Programs

- PHAs/HAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.
- 1. Project Owner:** Enter the name of the unit of government, agency or mortgage entity submitting this report. Check box as appropriate.
 - 3. Contact Person:** Same as item 3 under CPD Programs.
 - 4. Reporting Period:** Check only one period.
 - 5. Program Code:** Enter the appropriate program code.
 - 7a. Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.
 - 7b. Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.
 - 7c. Type of Trade:** Same as item 7c. under CPD Programs.
 - 7d. Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.
 - 7e. Woman Owned Business:** Enter Yes or No.
 - 7f. Contractor Identification (ID) Number:** Same as item 7f. under CPD Programs.
 - 7g. Section 3 Contractor:** Enter Yes or No.
 - 7h. Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.
 - 7i. Section 3 Contractor:** Enter Yes or No.
 - 7j. Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

**SECTION 01 1000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: HHA Road Runner Residences Re-Roof
- B. Owner's Name: Helena Housing Authority.
- C. Architect's Name: CWG Architects.
- D. Additional Project contact information is specified in Invitation to Bid.
 - 1. The Project consists of the Roof replacement of the following buildings (24 total):

1.02 OWNER OCCUPANCY

- A. Owner intends to continue to occupy the existing building during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.03 CONTRACTOR USE OF SITE AND PREMISES

- A. **Contractor shall familiarize themselves with the project site. Access, staging and phasing at the site shall be included in Contractor's bid price.**
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Time Restrictions:
 - 1. Limit conduct of especially noisy exterior work to the hours of 7:30 A.M. and 8:00 P.M.
- E. Utility Outages and Shutdown:
 - 1. Limit shutdown of utility services to two hours at a time, arranged at least 48 hours in advance with Owner.
 - 2. Prevent accidental disruption of utility services to other facilities.
- F. Electricity:
 - 1. Electricity is not available at project sites. Contractor will be responsible for providing a power source.

1.04 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner.

END OF SECTION

**SECTION 07 0150.19
PREPARATION FOR RE-ROOFING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Replacement of existing roofing system in preparation for entire new roofing system.
- B. Removal of existing flashing and counterflashings.
- C. Temporary roofing protection.

1.02 RELATED REQUIREMENTS

- A. Section 073113 - Asphalt Shingles: Roofing.
- B. Section 07 6200 - Sheet Metal Flashing and Trim: Flashing and counterflashings.
- C. Bid Form - Unit Price Schedule of Values.

1.03 PRICE AND PAYMENT PROCEDURES

- A. See Bid Form for unit price schedule of values.

1.04 REFERENCE STANDARDS

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
- B. Roof Tear Off Meeting: Coordinate with Architect and Owner one week prior to beginning tear off of each roof.
 - 1. Architect, or Owner will conduct tear off inspection of each roof and complete a Roof Tear Off Checklist.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.07 FIELD CONDITIONS

- A. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- B. Maintain continuous temporary protection prior to and during installation of new roofing system.
- C. Provide notice at least three days before starting activities that will affect normal building operations.
- D. Owner will occupy building areas directly below re-roofing area.
 - 1. Provide Owner with at least 48 hours notice of roofing activities that may affect their operations and to allow them to prepare for upcoming activities as necessary.
 - 2. Do not disrupt Owner's operations or activities.
 - 3. Maintain access of Owner's personnel to corridors, existing walkways, and adjacent buildings.

PART 2 PRODUCTS

2.01 COMPONENTS

- A. See the following sections for additional information on components relating to this work:
 - 1. Replacement and removal of existing roofing system in preparation for entire new roofing system, refer to Section 07 3113.
 - 2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, see Section 07 6200 for material requirements.

2.02 MATERIALS

- A. Patching Materials: Provide necessary materials in accordance with requirements of existing roofing system.

- B. Temporary Roofing Protection Materials:
 - 1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.
- B. Verify that all penetrations are not loose and solidly attached to the roof deck.

3.02 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose of properly off-site.
- C. Remove all loose nails prior to enhancing the fastening attachment.
- D. All pipe penetrations that are loose need to be attached prior to pipe jack attachment.

3.03 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials as the weather will permit.
- B. Remove metal counter flashings.
- C. Repair existing wood deck surface to provide smooth working surface for new roof system.
- D. Remove one sheet of roof sheathing above exterior wall line on each side of roof to facilitate inspection of existing attic insulation height and existing ventilation. Replace the sheet after verification. (Install new venting above insulation line only if the venting is not to code.) Notify the Architect if the new eave venting is not needed after your inspection. (Sheeting inspection on both slopes for vent verification.)
- E. Remove existing drip edge, step flashings, roof to wall flashings, all vent & hot stack flashings jacks, vapor retarder, and shingles.

3.04 INSTALLATION

- A. Coordinate scope of this work with requirements for installation of new roofing system, see Section 07 5100 for additional requirements.

3.05 SCHEDULES

- A. Entire Roofing Area: Remove existing perimeter flashings, base flashings, counter flashings, vent stack flashings, vapor retarder, and shingles.

END OF SECTION

**SECTION 07 2126
BLOWN INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Attic: Blown insulation pneumatically placed into joist spaces.

1.02 REFERENCE STANDARDS

- A. ASHRAE Std 90.1 I-P - Energy Standard for Buildings Except Low-Rise Residential Buildings; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. ASTM C739 - Standard Specification for Cellulosic Fiber Loose-Fill Thermal Insulation; 2021a.
- C. ASTM C1015 - Standard Practice for Installation of Cellulosic and Mineral Fiber Loose-Fill Thermal Insulation; 2017.

1.03 SUBMITTALS

- A. Product Data: Provide data on product characteristics, performance criteria, and limitations.
- B. Manufacturer's Installation Instructions: Indicate procedure for preparation and installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Blown Insulation:
 - 1. CertainTeed Corporation: www.certainteed.com/#sle.
 - 2. Johns Manville: www.jm.com/#sle.
 - 3. Or approved substitutions.

2.02 MATERIALS

- A. Applications: Provide blown insulation in attic as indicated on drawings.
- B. Thermal Resistance [R-value]: Provided minimum values in accordance with applicable edition of ASHRAE Std 90.1 I-P for envelope requirements of building location and climate zone.
- C. Blown Insulation: ASTM C739, cellulosic fiber type, nodulated for pour and bulk for pneumatic placement.
 - 1. Thermal Resistance (R-value): 11.0 sq ft hr deg F/BTU inch, minimum.
 - a. As indicated on drawings.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate and adjacent materials are dry and ready to receive insulation.
- B. Verify spaces are unobstructed to allow for proper placement of insulation.

3.02 INSTALLATION

- A. Install insulation and ventilation baffle in accordance with ASTM C1015 and manufacturer's instructions.
- B. Completely fill intended spaces leaving no gaps or voids.

3.03 CLEANING

- A. Remove loose insulation residue.

END OF SECTION

**SECTION 07 3113
ASPHALT SHINGLES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Asphalt shingle roofing.
 - 1. SBS Modified Asphalt shingles with Scotchgard Algae Resistance
 - 2. SBS Modified Self-Adhering Fiberglass Reinforced Underlayment.

1.02 RELATED REQUIREMENTS

- A. Section 07 0150.19 Preparation for re-roofing
- B. Section 07 6200 - Sheet Metal Flashing and Trim: Edge and cap flashings.

1.03 SUBMITTALS

- A. Product Data: For each type of product indicated
- B. Samples for Verification: For the following products, of sizes indicated, to verify color selected:
 - 1. SBS Modified Asphalt shingle: Full size.
 - 2. SBS Modified Fiberglass Ridge and Hip Cap Shingles: Full size.
 - 3. SBS Modified Self-Adhering Fiberglass Reinforced Underlayment: 12 inches square.
 - 4. Nail used for fastening shingles: 5 of each nail type and size for valleys and flat.
 - 5. Rubber grommets fasteners to hold exposed flashings and ridge metal.
- C. Qualification Data: For qualified Installer.
 - 1. Letter signed by the manufacturer stating that the contractor is approved to install the specified shingles and related components and provide the specified warranty.
- D. Maintenance Data: For each type of asphalt shingle to include in maintenance manuals.
- E. Warranties: Sample of special warranties.
- F. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Approved by the manufacturer to install the specified products and provide the specified warranties. Bidder shall submit a letter signed by the manufacturer with their bid stating that they are approved to apply the products and provide the warranty specified herein.
- B. Source Limitations: Obtain ridge and hip cap shingles, starter shingles, ridge vent, underlayment and self-adhering sheet underlayment as specified.
- C. Fire-Resistance Characteristics: Where indicated, provide asphalt shingles and related roofing materials identical to those of assemblies tested for fire resistance per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
- D. Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.
- E. Primary Roofing Materials Manufacturer Requirements
 - 1. Manufacture SBS Modified Shingles for a minimum ten (10) years
 - 2. Manufacturer shall be an associate member in good standing of either the National Roofing Contractor's Association NRCA), Western States Roofing Contra

1.05 PROJECT MEETINGS

- A. Pre-construction meeting.
- B. Prior to the start of the roofing project, the Owner will hold a job-site meeting and roof tour to review the scope of work.

- C. Authorized representatives of the Owner, the Roofing Contractor (Project Superintendent), the asphalt shingle manufacturer, other Subcontractors whose work complements, penetrates, or is mounted on the roof or will use the roof as a work platform, will be in attendance.
- D. The agenda for the meeting shall include:
 - 1. A review of the submittals.
 - 2. Distribution of approved submittals.
 - 3. A walkover inspection of the roof.
 - 4. Establishment of a schedule for the work.
 - 5. Selection of staging and storage locations.
- E. Final Inspection: Following the completion of the work, a Final Inspection shall be scheduled by Owner's Representative. Any uncompleted work shall be noted on a Punch List. Final Payment made after Punch List completed.

1.06 WARRANTY

- A. SBS shingles subjected to terms and conditions of the standard Manufacturer's 50 Year Limited warranty. The 50 Year SBS Modified Laminated Shingle Warranty includes limited term resistance to wind up to 130 MPH. Wind warranty coverage is subject to the shingles being sealed. 20-year algae resistance warranty.
- B. Coverage for wind damage as part of standard shingle warranty is dependent upon the tabs sealing either by the sealant strip activating or by hand sealing.
- C. Upon project completion and acceptance by Owner, the Roofing Contractor will promptly provide executed copies of the specified warranties.
- D. Furnish a list containing the names and contact telephone numbers of the Roofing Contractor's Service Manager, Superintendent, and Project Manager and the Roofing Contractor's current mailing address.

PART 2 PRODUCTS

2.01 SBS MODIFIED ASPHALT SHINGLES

- A. Physical Properties
- B. Impact Resistance: UL 2218 Class 4
 - 1. Wind Resistance: 130 MPH
 - 2. Fire Rating: ASTM E 108 Class A
 - 3. Granule Adhesion: UL Max. .35-gram loss
 - 4. Approximate Weight: 270 lb. Per Square
 - 5. Warranty: 50-Year Material Warranty
 - 6. Wind Warranty: 130 MPH
 - 7. ASTM D-3018, Type 1 Pass
 - 8. ASTM D-3462 Passed
 - 9. ASTM D 3161 Class F (110 mph) Passed
 - 10. ASTM D 7158 Class H (150 mph) Passed
- C. Color:
 - 1. Malarkey Sienna Blend
- D. Acceptable Manufacturers and product name:
 - 1. Malarkey, Legacy Scotchgard #273 (Basis of Design)
 - 2. Atlas, StormMaster Shake Shingle
 - 3. Or approved equal.

2.02 SBS MODIFIED UNDERLAYMENT

- A. Self-Adhering Underlayment.
 - 1. **Provide self-adhering underlayment on entire roof surface.**
 - 2. Self-adhering sheet shall be a minimum of 55 mils thick.

3. Self-adhering sheet shall be 1 meter in width.
 4. Acceptable Manufacturers and product name:
 5. Malarkey #401 Arctic Seal.
 6. Weathermaster 200 Ice & Water Shield
 7. Or approved equal.
- B. Synthetic Underlayment.
1. On slopes less than 4:12 this additional layer of underlayment is required.
 2. Acceptable Manufacturers and product name:
 - a. Malarkey Secure Start 1030 Synthetic Underlayment.
 - b. Summit 180 Synthetic Underlayment
 - c. Or approved equal.

2.03 ACCESSORIES

- A. Hip and Ridge Strips
1. Acceptable Manufacturers and product name:
 - a. Malarkey 227 12" Ridge Flex Hip and Ridge Strips.
 - b. Or approved equal.
- B. Starter Shingle (For both Eve and rake edges.)
1. Acceptable Manufacturers and product name:
 - a. Malarkey #220 Smart Start.
 - b. Or approved equal.
- C. Plastic Roof Cement conforming to ASTM D 4586.
- D. Fasteners: Hot Dip Galvanized Ring shank nails with minimum 3/8" head.
- E. Style D drip edge with 1 5/8 face 24 ga. galvanized. Color to match Existing
- F. Other edge flashing to match existing profile and color.
- G. Oatey all-flash roof flashing with galvanized 24-gauge base.
- H. New pipe jack and rain collar for all hot stacks.
- I. Oatey rain collar for all pipe jacks.
- J. Lomanco LO-Omniroll 30 Ridge Vent
1. 1-1/2" minimum opening at the ridge.
- K. Lomanco Deck-Air intake vent for eave.
1. Estimated install 24 inches from eve.
- L. Ohagin Weathermaster vent, color selected by Architect.
- M. EMC Master Flash electrical mast flashing & two pc. Rain collar.
- N. Broan NuTone vents model 634 and 636.
- O. 5/8" OSB overlay on existing plywood per sq. ft. with labor & materials.

PART 3 EXECUTION

3.01 DELIVERY, STORAGE AND HANDLING

- A. New and dry roof materials delivered to the job site in containers unopened and undamaged. Manufacturer's products stamped with labels, names and run codes of manufacture and testing laboratory(s).
- B. Store underlayment materials on ends only. Discard rolls which may have been flattened, creased, or otherwise damaged. Place materials on pallets or wood sleepers. Do not stack palletized materials.
- C. Cover underlayment rolls with weatherproof materials secured to prevent materials from becoming exposed to moisture. Use breathable tarps.

- D. Disperse materials stored on the roof surface to avoid concentrated loading. Set larger concentrations over structural members.

3.02 ENVIRONMENTAL REQUIREMENTS

- A. Application of roofing materials shall not be performed when weather conditions interfere with good roofing practices.

3.03 UNDERLAYMENT AND EDGING

- A. **Apply specified 401 Ice and water shield on the entire roof surface.**
 - 1. **Store rolls standing up on the ends only.**
 - 2. **The ice and water shield must lay flat and make full adhered contact with the roof deck without wrinkles. If there are issues that occur during install and sheet will not lay flat, stop work and consult with the Architect.**
- B. Valleys: Only those valley installations listed in the manufacturer's installation recommendations shall be permitted.
 - 1. Two layers ice & water run lengthwise along valley
 - 2. Install 24-gauge valley metal, nailing on edges only (the metal is to protect the ice & water from being broken by stepping on it.)
 - 3. Install the field ice & water, lapping over valley metal 3"+/- to cover nail heads.
- C. Pipe Flashing: Apply a cant of roofing cement around the pipe, sealing it to the underlayment prior to installing the metal pipe flashing. Install and secure the metal jack so that the bottom flange laps over onto the shingles. Side and top flanges shall have shingles lapping onto the flange. Shingles that lap onto metal shall be laid into a bed of roof cement. A bead of urethane sealant shall be applied where the pipe penetrates the cone of the jack.
- D. Style D metal drip edge: Minimum 24-gauge rigid, pre-finished metal with no rise. Install the edging onto the underlayment along the rake edges and below the underlayment along the eave edges, secured by galvanized roofing nails four (4) inches O/C. (Prefab roof angle into eave drip edge)

3.04 APPLICATION OF SHINGLES (MANUFACTURER'S RECOMMENDED INSTALLATION)

- A. Application; 5 5/8-inch Offset- Diagonal Pattern
- B.
 - 1. Starter courses; Use only the approved starter strip.
- C.
 - 2. Cut six (6) inches off the length of the starter strip and apply at the corner roof. The starter course should overhang the edge metal ¼ to 3/8 inches. Nail starter within four inches of the edge of the roof with the same number of nails specified for the field shingles.
 - 1. Continue starter course across the roof with a full-length shingle with the tabs cut off.
 - 2. First course: Start with a full shingle applied onto and flush with the starter course at the lower left-hand corner of the roof and secure with fasteners.
 - 3. Second course: Cut 5-5/8" in from the left end of a shingle and apply the remaining 34 3/8" section over the first course shingle, exposing the first course 5 5/8". Butt bottom edge of shingle should be applied to the top of saw tooth of underlying shingle so that there will be 5 5/8" of each shingle exposed, secure with fasteners.
 - 4. Third courses: Cut 11 ¼ inch from the left end of shingle and apply the remaining 28 ¾ inch section over the second course shingle, exposing the second course 5 5/8 inch, secure with fasteners.
 - 5. Succeeding Courses: Courses four (4) through seven (7) are begun with a partial 5 5/8-inch shingle shorter progressively, establishing the overall diagonal method or stair step effect. (Pieces cut from shingle along the left rake, can be used to finish off courses at the right rake.)
 - 6. Apply a full shingle to the seven (7) courses to extend the pattern starting with the first course. Courses eight (8) through fourteen (14), repeat the process beginning with a full shingle and continue succeeding courses with a partial 5 5/8-inch shingle shorter each time. Succeeding courses also repeat this procedure beginning with a full shingle. Strike a chalk line about every six (6) courses to ensure straight courses. Note: Shingles may be

laid either left- or right-hand side. Start at either rake edge and follow layout and cutting instructions as required for proper application. Fill-in pieces less than three (3) inches in width are not acceptable at rake edges.

7. 8" offset is also acceptable; maintain a minimum of a 4" offset.

D. Valley Installation:

E. Closed-cut Valleys: apply shingles on one entire face, carrying each course up through the valley and onto the adjoining face a minimum twelve (12) inches. Secure each shingle no closer than six (6) inches in from the center of the valley.

1. Note:

a. Closed-cut valleys

b. For closed-cut valleys, shingles on one roof plane are installed through a valley and extended at least 12 inches into the intersecting plane. Shingles from the other side are run through the valley center line and cut along a line parallel to and 2 inches from the center line. Each end shingle strip should have the upper corner trimmed and set in a bead of roof cement.

c. NRCA recommends shingles first be installed on the valley side with the lowest slope or shortest distance to the ridge. If all conditions are equal, either side may be installed first. To avoid nail placement too close to the

d. center line (6 inches or less) it may be necessary to cut a strip short and extend a full strip through the valley.

F. "Bleeder" or "Point" valleys are not acceptable.

3.05 FASTENERS & PATTERN

A. NAILING PATTERN:

1. Shingles:

a. Use six (6) fasteners for each shingle. Nails must be placed within the nailing zone, 1 inch in from each edge of the shingle, with the remaining four (4) nails evenly spaced on the same line as the end nails. When fastening, butt shingle ends loosely to prevent buckling. Fasteners must not be overdriven to cut into the shingle or under driven. Fasteners must be seated flush to shingle as illustrated on shingle wrapper.

b. Shingle fasteners must be minimum 12-gauge shank, galvanized steel roofing nails, with a 3/8" head, compliant with ASTM F1667, and long enough to penetrate through all layers of roofing materials and at least 3/4" into the roof sheathing. Where the roof sheathing is less than 3/4" thick, the fasteners shall penetrate through the sheathing.

B. Stapling enhancement of existing wood decks:

1. Stapling for enhancing attachment on existing roof decks.

2. 16x7/16x1 1/2" galvanized crown staple.

a. 6" o/c for panel edges.

b. 12" o/c for panel field.

3. Staples on T&G shall be cross the grain of the board.

4. Include labor and materials for enhancing stapling in your bid for each roof.

C. Nailing option for new decking if required after deck inspection:

1. Panel edges: 8d ring shank nails at 6" o.c.

2. Panel field: 8d ring shank nails at 12 o.c.

3. Nail must be long enough to embed into the existing truss by 1".

END OF SECTION

**SECTION 07 6200
SHEET METAL FLASHING AND TRIM**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, and other items indicated on drawings.

1.02 RELATED REQUIREMENTS

- A. Section 07 3113 - Asphalt Shingles

1.03 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2018).
- E. CDA A4050 - Copper in Architecture - Handbook; current edition.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 SUBMITTALS

- A. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 26 gage, .0159 inch thick base metal, shop pre-coated with PVDF coating.
 - 1. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Architect from manufacturer's standard colors.

2.02 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Sealant to be Concealed in Completed Work: Non-curing butyl sealant.
- D. Sealant to be Exposed in Completed Work: ASTM C920; elastomeric sealant, 100 percent silicone with minimum movement capability of plus/minus 25 percent and recommended by manufacturer for substrates to be sealed; clear.

- E. Plastic Cement: ASTM D4586, Type I.

2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.

2.04 GUTTERS AND DOWNSPOUTS

- A. Gutters: Style K Rectangular profile.
 - 1. Seamless
 - 2. Size: 4" x 4"
- B. Downspouts: Rectangular profile.
- C. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
 - 2. Gutter Supports: Brackets.
 - 3. Downspout Supports: Brackets.
- D. Downspout Boots: Steel.
- E. Downspout Extenders: Same material and finish as downspouts.
- F. Seal metal joints.

2.05 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer Type: Zinc chromate.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Seal metal joints watertight.
- E. Secure gutters and downspouts in place with concealed fasteners.
- F. Connect downspouts to downspout boots, and grout connection watertight.

END OF SECTION