

PROJECT MANUAL
for

EDWARDS RETAINING WALL REPAIR PROJECT

HHA-FY25-IFB-005

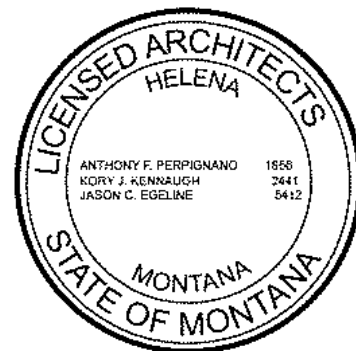
Helena, Montana 59601

HELENA HOUSING AUTHORITY
812 Abbey Street
Helena, Montana 59601



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

February 27, 2025



APPROVED: _____



Kory Kennaugh, AIA

TABLE OF CONTENTS	1
Invitation for Bid	3
Background on Public and Indian Housing	4
Helena Housing Authority Reserved Rights.....	5
General Terms and Conditions	6
City of Helena Agreement.....	8
Affidavit of Non-Default	18
Form of Non-Collusive Affidavit	19
Form of Non-Collusive Affidavit of Subcontractors	20
Checklist.....	21
Instructions to Bidders for Contracts / Public and Indian Housing Programs (HUD-5369)	23
Supplementary Instructions to Bidders	28
Section 3 Clause	29
Substitution Request Form.....	41
Bid Form.....	42
List of Subcontractors	44
Representations, Certifications, and Other Statements of Bidders / Public and Indian Housing Programs (HUD 5369-A)	45
General Conditions of the Contract for Construction (HUD-5370 & HUD-5370-EZ)	49
Federal Labor Standards Provisions (HUD-4010).....	76
Davis-Bacon Poster (WH-1321) & Posting Instructions.....	86
Wage Rates (General Decision Nos. MT 20240001 – 1/5/24 - Residential)	88
Davis Bacon & Related Acts	95
Supplementary Conditions of the Contract for Construction (HUD-2554)	98
Supplementary to General Conditions	102
Special Conditions	105
Bid Bond (AIA Document A310-2010)	107
Payment Bond (HUD-50052A).....	109
Performance Bond (AIA Document A312-2010).....	111
Supplemental Attachment for Acord Certificate of Insurance (AIA Document G715-1991)	115
Acord Certificate of Insurance.....	117
Draft Construction Agreement	118
Payroll (WH-347)	125
Instructions for Completing Payroll Form WH-347.....	127
Record of Employee Interview (HUD-11).....	130
Affidavit on Behalf of Contractor	133
Certificate and Release	134
Certificate of Completion.....	136
Report of Additional Classification and Wage Rate (Instructions & SF1444-23).....	138
Job Safety and Health Protection (OSHA).....	139
Equal Employment Opportunity (EEOC).....	140
Periodic Estimate for Partial Payment (HUD-51001).....	142
Schedule of Change Orders (HUD-51002)	144
Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employee (HUD-5282)	145
Sample Employee Deduction Authorization.....	146
Request for Acceptance of Subcontractor	147
Certification of Eligibility Affidavit.....	148
Schedule of Amounts For Contract Payments (HUD-51000).....	149
Schedule of Materials Stored (HUD-51003)	151
Summary of Materials Stored (HUD-51004).....	152
Construction Project Schedule (HUD-5372).....	153
Section 3 Summary Report (HUD-60002).....	155

Contract and Subcontract Activity (HUD-2516).....	158
<u>Architectural & Engineering Documents</u>	
Geotechnical Report.....	160
Structural Construction Drawings.....	224

INVITATION FOR BID

The Helena Housing Authority (HHA) is requesting bids for **HHA-FY25-IFB-005: Edwards Retaining Wall Repair Project** to take place at property owned in Helena, MT.

All bids must be delivered to HHA (812 Abbey St., Helena, MT 59601) by 2:00PM Tuesday, March 18, 2025. Bids will be opened at this time and tabulated by HHA's 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 3/18/25. **A contract may be issued to the winning bidder as soon as Wednesday, March 26, 2025.**

A Pre-Bid Meeting / Site Visit is scheduled to begin at 10:00AM, Tuesday, March 11, 2025, at 114 Edwards St., Helena, MT 59601.

Contractors can view the contract information through the Montana Plans Exchange or at <https://hhamt.org/procurement-contract-opportunities/>. Physical bid packets will be provided 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 the U.S. Department of Housing and Urban Development through HHA. HHA is an equal opportunity employer. Women and minority businesses are encouraged to apply.

HHA makes reasonable accommodations 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. To make accommodations, the applicant must request such accommodations in writing to the attention of HHA's Executive Director, Michael M. O'Neil.

Helena Housing Authority
Michael M. O'Neil

Advertisement to run on the following dates:

- February 27, 2025
- March 1, 2025
- March 4, 2025
- March 6, 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.

HELENA HOUSING AUTHORITY RESERVED RIGHTS

- The Helena Housing Authority (HHA) reserves the right to reject any or all proposals, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed to be in its best interest.
- The HHA reserves the right not to award a contract pursuant to this IFB.
- The HHA 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.
- The HHA 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 Housing Authority.
- The HHA reserves the right to negotiate the fees proposed by the Offeror entity.
- The HHA 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.
- The HHA shall have no obligation to compensate any Offeror for any costs incurred in responding to this IFB.

By: _____ Date: _____

Michael M. O'Neil, Executive Director
Helena Housing Authority

GENERAL TERMS AND CONDITIONS

1. **All bids shall be addressed to:** Michael M. O’Neil, Executive Director, 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-005: Edwards Retaining Wall Repair Project”.**
3. All sealed bids received by **2:00PM Tuesday, March 18, 2025** will be opened and tabulated by Helena Housing Authority’s 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. 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 Wednesday, March 12, 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-005: Edwards Retaining Wall Repair Project bid packet by 5:00PM MST Friday, March 14, 2025.**
6. The bidder agrees that contracts awarded by the Housing Authority **will not be** assigned, transferred, or sublet unless specific permission to do so is requested in writing and granted in writing by Helena Housing Authority.
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, March 26, 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 within 90 calendar days of Notice to Proceed, 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 Helena Housing Authority 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 any 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 the Helena Housing Authority.

11. Section 3 requirements are applicable to Helena Housing Authority contracts as required per HUD regulation 24 CFR part 75.
12. 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.
13. **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, Section III of the Housing and Urban Development Act 1968 (12 USC 170u), as amended and HUD regulations at 24 CFR Part 75. 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.

AGREEMENT COVERSHEET

(All City agreements and documents routed outside your department are required to have a coversheet):

Agreement Type: **Memorandum of Understanding**

Department: **Transportation Systems**

Division: **Streets / Traffic**

Creator: **David Knoepke**

Date Created: **8/29/2023**

Contractor / Service Provider: **Helena Housing Authority (HHA)**

Agreement Amount / Value:

Budget Funding Source: **Choose an item.**

Finance Project Number:

Agreement Number: **20230911-TSD-HHA-COH-Use Agreement Final 09 11 2023**

Purpose / Additional Notes: **Allow Helena Housing Authority (HHA) and its subcontractors to repair and maintain the historic stone wall located on HHA property at 114 Edwards Street, Helena MT.**

<p>City Attorney Received RECEIVED SEP 26 2023 CITY ATTORNEY'S OFFICE</p>
<p>City Manager Received RECEIVED OCT 18 2023 CITY MANAGER</p>
<p>City Clerk Received</p>

Department Approval:

CPG

Attorney Review:

Aimee Hawkalich

Please return digital executed agreement to:

• **CITY OF HELENA PROPERTY USE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the **CITY OF HELENA, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, 316 North Park Avenue, Helena, Montana 59623, hereinafter referred to as “City,” and **HELENA HOUSING AUTHORITY**, 812 Abbey Street, Helena, MT 59601, hereinafter referred to as “User” or “HHA,” collectively referred to as “Parties.”

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the Parties hereto agree as follows:

1. **Premises:** This Agreement is for the User’s use of the following City property (hereinafter referred to as “Premises”):

Portions of Parcel #65 of the Helena Townsite 1869, within S30, T10 N, R03W located adjacent to N. Park Avenue and Edwards Street. No City equipment is anticipated to be used.

2. **Purpose:** The purpose of this Agreement is to allow the User and its Subcontractors Exclusive use of the Premises for the purpose of performing major repair and maintenance of the historic stone wall located on HHA property at Parcel #68 of the Helena Townsite 1869, within S30, T10 N, R03W, 114 Edwards Street, Helena (hereafter the “Project.” Parcel #68 is up gradient of the Premises and N. Park Avenue Such activity includes completing site visit design and survey work, vegetation and tree removal necessary for the survey and repair activity, and to create an approximate 20-foot wide construction/work area at the base of the wall within which to perform the repair work from down gradient of the wall. In addition, temporary material and equipment staging and access from N. Park Avenue with vehicle and equipment parking on-street or within Parcel #65 is required. This may entail closing the adjacent sidewalk.

3. **Effective Date and Term:** This Agreement is effective upon execution by all parties to the Agreement and will terminate on: October 1, 2025. Any extension of the term of this Agreement must be set forth in writing and signed by both parties.

4. **Option to Renew:**

This Agreement is not subject to a renewal option.

5. **Scope of Use:**

User or its subcontractors will perform some vegetation and tree clearing to perform a complete design and engineering inspection and surveying work during the summer of 2023. Actual repair and remediation work requiring construction activity to include material and equipment staging and access to the Project from N. Park Avenue is expected to start in spring or summer 2024. In the event HHA experiences difficulty securing a qualified contractor to perform the repair and remediation work during 2024, the Project may not be completed until October 1, 2025.

Any alteration or deviation from the above-described use must be agreed upon in writing by all Parties to this Agreement and may result in additional fees to the User.

6. Condition of Premises: User agrees to keep the Premises in a neat, orderly, and safe condition, and will immediately report any damage to the City beyond that anticipated of vegetation and tree removal and general wear and tear caused by access and Project activities. User agrees to return the Premises to the City at the end of the Agreement term in a remediated state where the Premises was disturbed by User or its subcontractors, to include the leveling and replanting of grass and repair or replacement of any pre-existing improvements in the same condition on the Premises were in prior to the use, reasonable wear and tear excepted. Any damage to the Premises resulting from User's use or negligence beyond normal wear and tear shall be promptly repaired by User at no expense to the City. User understands that the City will not alter maintenance or operations to meet specific needs of the User.

7. Conditions of Use:

- Building Permit for retaining wall over 4-feet in height.
- Public tree removal permit.
- Street/Sidewalk closure/special event permit as required.
- Followed approved plans or City Engineering Standards or City Code.

8. Hold Harmless and Indemnification: The User agrees, to the fullest extent permitted by law, to protect, defend, hold harmless, and save the City, its elected and appointed officials, officers, agents, employees, and volunteers from any and all losses, damage, liability and causes of action of any kind or character, including the cost of defense thereof, occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act or omission on the part of the User or User's agents, employees, officers, representatives, assignees, or invitees, in connection with this Agreement. If any such claim arises, demand, or cause of action arise solely from the City's own negligence, User need not so protect or defend.

9. Insurance: User will provide the City with proof of User's liability insurance issued by a reliable company or companies for personal injury and property damage, in an amount not less than \$1.0 million per occurrence and \$2.0 million aggregate per year for bodily injury, personal injury, and property damage.

The insurance must be in a form suitable to the City and must name the City as an additional insured. User must immediately notify the City of any changes to the User's insurance policy during the term of this Agreement.

The User's insurance coverage shall be primary insurance with respect to the City, its elected and appointed officials, officers, agents, employees, and volunteers. Any

insurance or self-insurance maintained by the City, its elected and appointed officials, officers, agents, employees, and volunteers shall be in excess of the User's insurance and shall not contribute with it.

10. **Assignment, Transfer, Delegation, or Subcontracting:** City understands that User will utilize contracted services of Crossman, Whitney, Griffin PC Architects for architectural and engineering services in connection with the Project, to include subcontractors to perform necessary site surveying and site vegetation removal necessary for the surveying and wall remediation construction activity. City agrees that User may assign, transfer, delegate, or sublease this Agreement and its rights, duties, or obligations hereunder to Crossman, Whitney, Griffin PC Architects for these limited purposes. City understands and the parties agree that User HHA will be contracting directly with a wall remediation construction contractor to perform all or part of the actual wall remediation and repair construction activity. HHA will give City notice of the identity of this contractor and will request prior express written consent of the City before said contractor engages in any Project activity under this Use Agreement. HHA will otherwise provide a copy of this Property Use Agreement to any third-party providing services to HHA on the Project, and incorporate and make it a part of any third-party agreement.
11. **Compliance with Laws:** User agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, Montana Code Annotated. User agrees to purchase a City business license if necessary.
12. **Nondiscrimination:** User agrees that it will not discriminate based on any legally protected class in any of its activities or provision of services regardless of whether those activities or services are provided in connection with this Agreement. User agrees that all hiring of persons in connection with this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, creed, religion, color, national origin, age, physical or mental disability, marital status, sex, pregnancy, childbirth or medical condition related to pregnancy or childbirth, sexual orientation or expression, political beliefs or affiliation, genetic information, veteran status, culture, social origin or condition, or ancestry.
13. **Notice Protocol:** Any notice or demand required or permitted to be given under the terms of this Agreement must be in writing. Written notice shall be deemed given when hand-delivered, or when mailed by first class mail, postage prepaid, to the addresses specified in this section, or by e-mail with confirmation of delivery.

The City's liaison for purposes associated with this Agreement is:

Name: David Knoepke
Address: 3001 E. Lyndale Avenue

Phone: 406-457-8571
E-Mail: dknopke@helenamt.gov

The User's liaison for purposes associated with this Agreement is:

Name: Michael M. O'Neil
Address: 812 Abbey Street
Phone: 406-442-7970 ext. 124
E-Mail: moneil@hhamt.org

If either party changes address or contact person, it must notify the other party in writing at the address provided in this section.

14. **Default:** If either party to this Agreement defaults in the performance of any term or condition of this Agreement, the other party may give the defaulting party notice of the default. The notice shall specify the action required to correct the default and a period of time, not less than 7 days, within which to correct the default. If the default is not corrected within the time specified in the notice, the party not in default may terminate this Agreement without further obligation under this Agreement, other than obligations incurred or accrued up to the date of termination. The non-defaulting party may also sue for damages, specific performance, and any other remedy available by law.
15. **Termination for City's Convenience:** City may terminate this Agreement at any time by giving User thirty (30) days' written notice if, in the sole opinion and discretion of the City, this Agreement is no longer in the best interest of the City or if funding for this Agreement becomes unavailable. City is not liable to User for any damages arising from termination of this Agreement pursuant to this section.
16. **Termination in Writing:** Notice to terminate must be in writing and made in accordance with the provision in the "Notice Protocol" section of this Agreement.
17. **Remedies Non-Exclusive:** Any remedies available under this Agreement are cumulative and non-exclusive. Use of one remedy does not preclude use of the others.
18. **Failure to Enforce Not a Waiver:** City's failure, at any time, to enforce or to seek strict compliance with any provision of this Agreement or to exercise any right or remedy arising from the breach thereof does not constitute a waiver of that provision or remedy or of any other provision of this Agreement or available remedy.
19. **Full Integration:** This Agreement, together with its exhibits, if any, embodies the entire

understanding between the parties relating to the subject matter contained herein and supersedes any prior statements, understandings, promises, or representations made by either party or their agents. No agent or representative of either party has authority to make any representations, statements, warranties, or agreements not herein expressed.

The following exhibits are made part of this Agreement by reference:
Project Site diagram.

20. **Amendments in Writing**: All amendments to this Agreement must be in writing and executed by all parties to this Agreement.
21. **Governing Law and Venue**: This Agreement and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana. If a dispute arises, the proper venue for the hearing of the case is the District Court of the First Judicial District of the State of Montana, in and for the County of Lewis and Clark.
22. **Headings**: The section headings contained in this Agreement are for reference purposes only and do not affect the meaning or interpretation of the Agreement.
23. **Severability**: If any term or provision of this Agreement is held to be illegal, void or in conflict with any Montana law, the validity of the remaining terms and conditions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term, condition, or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates stated below.

FOR THE CITY OF HELENA MONTANA

Signed: 
By: Tim Burton, City Manager

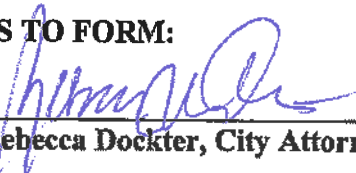
Dated: 10-15-23

FOR THE USER HHA

Signed: 
By: Michael M. O'Neil, Executive Director

Dated: 09/11/2023

APPROVED AS TO FORM:

Signed: 
By: Rebecca Dockter, City Attorney

Dated: 10/17/23

Policy Change No. 019-01-2023-11

Change Endorsement

Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision

Named Insured: Helena Housing Authority
Policy Number: HARRG-1136-233682-2023
Policy Effective Date: 07/01/2023 - 07/01/2024
Issue Date: 09/20/2023
Premium:

Effective From: 07/01/2023 at the time of day the policy becomes effective.

Commercial Liability

The Insurance is Amended as follows:

Schedule:

State or Governmental Agency or Subdivision or Political Subdivision:
City of Helena Montana
812 Abbey Street
Helena, MT 59601

This Endorsement modifies insurance provided under the following Coverage Section(s):

Bodily Injury and Property Damage Liability – Coverage Section A
Personal and Advertising Injury Liability – Coverage Section B

1. Who Is An Insured (Section II.A.) is amended to include as an additional insured the state or governmental agency or subdivision or political subdivision shown in the Schedule, but only with respect to its liability for bodily injury, property damage or personal and advertising injury arising out of your acts or omissions or the acts or omissions of those acting on your behalf in connection with the following operations for which the additional insured has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations;
- b. The construction, erection or removal of elevators; or
- c. The ownership, maintenance or use of any elevators.

This insurance does not apply to any occurrence which takes place after the permit or authorization issued has terminated.

This insurance does not apply to liability for bodily injury, property damage, or personal and advertising injury arising out of, in whole or in part, the acts or omissions of the additional insured or any person or organization acting on behalf of such additional insured.

Additional Insured – State or Governmental Agency or Subdivision or Political Subdivisio**However:**

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to II General Terms and Conditions, B. General Aggregate:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions contained in the policy remain in full force and effect.

Description: City of Helena Montana as Additional Insured per Endorsement
019-01-2023-11

CERTIFICATE OF INSURANCE

ID: 1136, Endorsement: 019-01-2023-11
Issue Date: 09/20/2023
Insured: Helena Housing Authority
**Address: 812 Abbey Street
 Helena, MT 59601-9601**
Coverages

Type of Insurance	Policy Number	Limits
Commercial Liability [X] CoverageA: Bodily Injury and Property Damage Liability: <u>Occurrence</u> [X] CoverageB: Personal and Advertising Injury Liability: <u>Occurrence</u> [X] CoverageE: Mold, Other Fungi or Bacteria Liability: <u>Claims Made</u> Retro Date: 7/1/15	HARRG-1136-233682-2023 Effective Date: 07/01/2023 12:01 AM Expiration Date: 07/01/2024 12:01 AM	General Aggregate: \$ 2,000,000 Per Occurrence: \$ 1,000,000 Personal and Adv Inj: \$ 1,000,000 Fire Damage Sub-Limit: \$ 500,000 Athletic Sport Sub-Limit Per Occurrence: \$ 250,000 Aggregate: \$ 250,000 Mold, Other Fungi or Bacteria: \$ 100,000

Description: City of Helena Montana as Additional Insured per Endorsement 019-01-2023-11
**Certificate Holder: City of Helena Montana
 316 North Park Ave
 Helena, MT 59601**
Company: Housing Authority Risk Retention Group, Inc.

THIS IS TO CERTIFY THAT THE POLICIES LISTED ABOVE 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 CLAIMS PAID. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents, or representatives.


Signature of Authorized Representative

AFFIDAVIT OF NON-DEFAULT

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That he/she is _____ ;
(Owner, Partner, Officer, Representative or Agent)

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

and makes 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 to 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 is _____
(Owner, Partner, Officer, Representative or Agent)

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 of _____

Bidder (if the bidder is an individual)

Partner (if the bidder is a partnership)

Officer (if the bidder is a corporation)

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

(Notary Public)

My commission expires: _____

FORM OF NON-COLLUSIVE AFFIDAVIT OF SUBCONTRACTOR*

State of Montana

County of _____

_____, being first duly sworn, deposes and says:

That he/she is

(Owner, Partner, Officer, Representative or Agent)

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 of _____

Bidder (if the bidder is an individual)

Partner (if the bidder is a partnership)

Officer (if the bidder is a corporation)

Subscribed and sworn 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 HHA-FY25-IFB-005: Edwards Retaining Wall Repair Project Bid Form, including signed Acknowledgement of City of Helena Property Use Agreement and any/all Project Addenda
- _____ A Bid Security/Bond in the amount of 10% of the bid
- _____ Documentation detailing Historic Masonry Qualifications
- _____ Original, signed, and notarized Non-Collusive Affidavit
- _____ Original, signed, and notarized Affidavit of Non-Default
- _____ 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 HHA-FY25-IFB-005: Edwards Retaining Wall Repair 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)
- _____ Performance Bond (100% of bid/contract price)
- _____ Labor and Materials Bond (100% of bid/contract price)
- _____ 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)
- _____ Weekly Payroll Reports (*from contractor & all subcontractors*)
- _____ 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)
- _____ Section 3 Summary Reports (*from contractor & all subcontractors*) – *Submission of this form serves to easily document current Section 3 requirements & activity*
- _____ Contract and Sub-Contract Activity (HUD-2516)
- _____ Releases from all Contractor(s) & Subcontractor(s) Requesting Payment

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

- _____ 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

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

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, except 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 instructions in preparing their Proposal:

1. Section 1. BID FORMS. Only one (1) copy of the Bid Form is to be submitted to the Helena Housing Authority, 812 Abbey St., Helena, MT 59601.
2. Section 3. BID GUARANTEE. Bid Security is required in the form of a Bid Bond in the amount of ten percent (10%) of the amount of the Base Bid and shall be made out to Helena Housing Authority, 812 Abbey St. Helena, MT 59601.
3. 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.
4. Section 10. PERFORMANCE AND PAYMENT BOND. The Helena Housing Authority shall be the beneficiary of the performance and labor and material bonds.
5. Retainage on monthly estimates shall be five percent (5%) of the amount for work performed and materials stored.
6. Work under this contract shall be completed within 90 calendar days of Notice to Proceed, unless otherwise approved by Change Order.
7. QUALIFICATIONS. Masons shall submit qualifications with the bidding documents demonstrating a minimum of five (5) years of experience working on historic masonry buildings and walls, in compliance with the historic preservation requirements.
8. Davis-Bacon Wage Rate Determination Schedules will be furnished by Helena Housing Authority. The Contractor shall comply with these Schedules for this contract. If fitting work classifications are not shown in the Wage Rate Determinations, contractors must contact HHA to work towards securing appropriate & approved classifications and rates.
9. A Checklist of documents that are required to be submitted with the Bid is furnished with the Bid Forms. This Checklist is to be completed to ensure that all forms are included with the Bids, in the order they appear on the Checklist.
10. 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 Helena Housing Authority.
11. 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.
12. Qualified bonding companies for this project shall be listed on The Federal U.S. Treasury List.
13. All questions related to contract documents should be directed to Matt Avard, CWG Architecture + Interiors, 406-443-2340 / mavard@cwg-architects.com.

SECTION 3 CLAUSE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 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 government assistance for housing or residents of the community in which the Federal assistance is spent.

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 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 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. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

F. 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.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, 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 this part. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

§ 70.5

which all the work is to be done by volunteers and there are no paid construction employees, the local or State funding agency (or, if none, the entity that employs the volunteers) shall record in the pertinent project file the name and address of the agency sponsoring the project, a description of the project (location, cost, nature of the work), and the number of volunteers and the hours of work they performed. The entity responsible for recording this information shall also provide a copy of this information to HUD.

(e) For a project covered by prevailing wage rate requirements in which there is to be a mix of paid workers and volunteers, the local or State funding agency (or, if none, the entity responsible for generating certified payrolls) shall provide HUD the information in paragraph (d) of this section, along with the names of the volunteers.

(f) Volunteers who receive no expenses, benefits or fees described in (c) and are otherwise bona fide shall be recorded as in (d) or (e).

§ 70.5 Procedure for obtaining HUD waiver of prevailing wage rates for volunteers.

(a) This section applies to those HUD programs under which HUD is statutorily authorized to *wave* prevailing wage requirements for volunteers, as referenced in § 70.1(b).

(b) Local or State agencies or private parties whose employees are otherwise subject to prevailing wage rates and which wish to use volunteers shall request a waiver of prevailing wage requirements from HUD for the volunteers. A request for waiver shall indicate that the proposed volunteers are volunteering their services for the purposes of lowering the costs of construction. The request shall include information sufficient for HUD to make a determination, as required by statute, that any amounts saved through the use of volunteers are fully credited to the corporation, cooperative, or public body or agency undertaking the construction and a determination that any payments to volunteers meet the criteria in section 70.3(b). Information regarding the crediting of amounts saved is required in order to insure that the

24 CFR Subtitle A (4–1–24 Edition)

statutorily prescribed purpose of lowering the costs of construction is fulfilled by passing savings from the use of volunteers on to the sponsor or other body or agency undertaking the construction, rather than permitting the retention of any savings as a windfall by a contractor or subcontractor. A written waiver shall be provided to the requestor by the Department within ten days of receipt by the Department of sufficient information to meet the requirements for a waiver.

(c) For a project covered by prevailing wage rate requirements in which all the work is to be done by volunteers and there are no paid construction employees, the local or State funding agency (or, if none, the entity that employs the volunteers) shall record in the pertinent project file the name and address of the agency sponsoring the project, the name, location, and HUD project number (if any) of the project, the number of volunteers, and type of work and hours of work they performed. The entity responsible for recording this information shall provide a copy of the information to HUD.

(d) For a project covered by prevailing wage rate requirements in which there is to be a mix of paid workers and volunteers, the local or State funding agency (or, if none, the entity responsible for generating certified payrolls) shall provide HUD the information in (c) of this section, along with the names of the proposed volunteers.

PART 75—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

Subpart A—General Provisions

Sec.

75.1 Purpose.

75.3 Applicability.

75.5 Definitions.

75.7 Requirements applicable to HUD NOFAs for Section 3 covered programs.

Subpart B—Additional Provisions for Public Housing Financial Assistance

75.9 Requirements.

75.11 Targeted Section 3 worker for public housing financial assistance.

75.13 Section 3 safe harbor.

75.15 Reporting.

75.17 Contract provisions.

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

75.19 Requirements.

75.21 Targeted Section 3 worker for housing and community development financial assistance.

75.23 Section 3 safe harbor.

75.25 Reporting.

75.27 Contract provisions.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping and Compliance

75.29 Multiple funding sources.

75.31 Recordkeeping.

75.33 Compliance.

AUTHORITY: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

SOURCE: 85 FR 61562, Sept. 29, 2020, unless otherwise noted.

Subpart A—General Provisions

§ 75.1 Purpose.

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

§ 75.3 Applicability.

(a) *General applicability.* Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) *Public housing financial assistance.* Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

(ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;

(iii) Development, modernization, and management assistance provided

pursuant to section 9(d) of the 1937 Act; and

(iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in paragraphs (a)(1)(i) through (iii) of this section.

(2) *Section 3 projects.* (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

(ii) The Secretary must update the thresholds provided in paragraph (a)(2)(i) of this section not less than once every 5 years based on a national construction cost inflation factor through FEDERAL REGISTER notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through FEDERAL REGISTER notice, subject to public comment.

(iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) *Contracts for materials.* Section 3 requirements do not apply to material supply contracts.

§ 75.5

(c) *Indian and Tribal preferences.* 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 this part.

(d) *Other HUD assistance and other Federal assistance.* Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

§ 75.5 Definitions.

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq.*

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

24 CFR Subtitle A (4–1–24 Edition)

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

§ 75.7 Requirements applicable to HUD NOFAs for Section 3 covered programs.

All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by § 75.3 will include notice that this part is applicable to the funding and may include, as appropriate for the specific NOFA, points or bonus points for the quality of Section 3 plans.

Subpart B—Additional Provisions for Public Housing Financial Assistance

§ 75.9 Requirements.

(a) *Employment and training.* (1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (a)(1) of this section in the following order of priority:

(i) To residents of the public housing projects for which the public housing financial assistance is expended;

(ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;

(iii) To participants in YouthBuild programs; and

(iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) *Contracting.* (1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in paragraph (b)(1) of this section in the following order of priority:

(i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;

(ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing

§ 75.11

managed by the PHA that is providing the assistance;

- (iii) To YouthBuild programs; and
- (iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

§ 75.11 Targeted Section 3 worker for public housing financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

- (1) A worker employed by a Section 3 business concern; or
 - (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.
- (b) [Reserved]

§ 75.13 Section 3 safe harbor.

(a) *General.* PHAs and other recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary, if they:

- (1) Certify that they have followed the prioritization of effort in § 75.9; and
- (2) Meet or exceed the applicable Section 3 benchmarks as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the type of public housing financial assistance, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall

24 CFR Subtitle A (4–1–24 Edition)

include aggregate data on labor hours and the proportion of PHAs and other recipients meeting benchmarks, as well as other metrics reported pursuant to § 75.15 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per § 75.15(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

(ii) The number of labor hours worked by Targeted Section 3 workers, as defined in § 75.11(a), divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

§ 75.15 Reporting.

(a) *Reporting of labor hours.* (1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked with public housing financial

assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the PHA's or other recipient's reporting under paragraph (a) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in § 75.13, the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, PHAs or other recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

(d) *Reporting by Small PHAs.* Small PHAs may elect not to report under paragraph (a) of this section. Small PHAs that make such election are required to report on their qualitative efforts, as described in paragraph (b) of this section, in a manner consistent

§ 75.17

with reporting requirements for the applicable HUD program.

§ 75.17 Contract provisions.

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors.

(b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of § 75.9, regardless of whether Section 3 language is included in contracts.

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§ 75.19 Requirements.

(a) *Employment and training.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) *Contracting.* (1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in

24 CFR Subtitle A (4–1–24 Edition)

paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

§ 75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) *Targeted Section 3 worker.* A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or

(ii) A YouthBuild participant.

(b) [Reserved]

§ 75.23 Section 3 safe harbor.

(a) *General.* Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

(1) Certify that they have followed the prioritization of effort in § 75.19; and

(2) Meet or exceed the applicable Section 3 benchmark as described in paragraph (b) of this section.

(b) *Establishing benchmarks.* (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the FEDERAL REGISTER. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the FEDERAL REGISTER, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as

well as other metrics reported pursuant to § 75.25 as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per § 75.25(a)(4).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in § 75.21(a), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§ 75.25 Reporting.

(a) *Reporting of labor hours.* (1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to § 75.31.

(3) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) *Additional reporting if Section 3 benchmarks are not met.* If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

(1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

(2) Provided training or apprenticeship opportunities.

(3) Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).

(4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

(5) Held one or more job fairs.

§ 75.27

(6) Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).

(7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

(8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.

(9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

(10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

(11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) *Reporting frequency.* Unless otherwise provided, recipients must report annually to HUD under paragraph (a) of this section, and, where required, under paragraph (b) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

24 CFR Subtitle A (4–1–24 Edition)

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§ 75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to § 75.3(a)(1) and (2), the recipient must follow subpart B of this part for the public housing financial assistance and may follow either subpart B or C of this part for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either subpart B or C of this part; and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in § 75.3(a)(2), the recipient or recipients must follow subpart C of this part, and must report to the applicable HUD program office, as prescribed by HUD.

§ 75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project

is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

(i) A worker's self-certification that their income is below the income limit from the prior calendar year;

(ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;

(iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

(v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under subpart B of this part:

(A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;

(B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;

(C) An employer's certification that the worker is employed by a Section 3 business concern; or

(D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under subpart C of this part:

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in paragraph (b) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with 2 CFR part 200.

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§ 75.33 Compliance.

(a) *Records of compliance.* Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other record-keeping requirements in 2 CFR part 200.

(b) *Complaints.* Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) *Monitoring.* HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

**PART 81—THE SECRETARY OF HUD'S
REGULATION OF THE FEDERAL
NATIONAL MORTGAGE ASSO-
CIATION (FANNIE MAE) AND THE
FEDERAL HOME LOAN MORT-
GAGE CORPORATION (FREDDIE
MAC)**

Subpart A—General

- Sec.
81.1 Scope of part.
81.2 Definitions.

Subpart B—Housing Goals

- 81.11 General.
81.12 Low- and Moderate-Income Housing Goal.
81.13 Central Cities, Rural Areas, and Other Underserved Areas Housing Goal.
81.14 Special Affordable Housing Goal.
81.15 General requirements.
81.16 Special counting requirements.
81.17 Affordability—Income level definitions—family size and income known (owner-occupied units, actual tenants, and prospective tenants).
81.18 Affordability—Income level definitions—family size not known (actual or prospective tenants).
81.19 Affordability—Rent level definitions—tenant income is not known.
81.20 Actions to be taken to meet the goals.
81.21 Notice and determination of failure to meet goals.
81.22 Housing plans.

Subpart C—Fair Housing

- 81.41 General.
81.42 Prohibitions against discrimination.
81.43 Reports; underwriting and appraisal guideline review.
81.44 Submission of information to the Secretary.
81.45 Obtaining and disseminating information.
81.46 Remedial actions.
81.47 Violations of provisions by the GSEs.

Subpart D—New Program Approval

- 81.51 General.
81.52 Requirement for program requests.
81.53 Processing of program requests.
81.54 Review of disapproval.

Subpart E—Reporting Requirements

- 81.61 General.
81.62 Mortgage reports.
81.63 Annual Housing Activities Report.
81.64 Periodic reports.
81.65 Other information and analyses.
81.66 Submission of reports.

Subpart F—Access to Information

- 81.71 General.
81.72 Public-use database and public information.
81.73 GSE request for proprietary treatment.
81.74 Secretarial determination on GSE request.
81.75 Proprietary information withheld by order or regulation.
81.76 FOIA requests and protection of GSE information.
81.77 Requests for GSE information on behalf of Congress, the Comptroller General, a subpoena, or other legal process.

Subpart G—Procedures for Actions and Review of Actions

- 81.81 General.
81.82 Cease-and-desist proceedings.
81.83 Civil money penalties.
81.84 Hearings.
81.85 Public disclosure of final orders and agreements.
81.86 Enforcement and jurisdiction.
81.87 Judicial review.

Subpart H—Book-Entry Procedures

- 81.91 Maintenance of GSE Securities.
81.92 Law governing rights and obligations of United States, Federal Reserve Banks, and GSEs; rights of any Person against United States, Federal Reserve Banks, and GSEs; Law governing other interests.
81.93 Creation of Participant's Security Entitlement; security interests.
81.94 Obligations of GSEs; no adverse claims.
81.95 Authority of Federal Reserve Banks.
81.96 Withdrawal of Eligible Book-entry GSE Securities for conversion to definitive form.
81.97 Waiver of regulations.
81.98 Liability of GSEs and Federal Reserve Banks.
81.99 Additional provisions.

Subpart I—Other Provisions

- 81.101 Equal employment opportunity.
81.102 Verification and enforcement to ensure GSE data integrity.

AUTHORITY: 12 U.S.C. 1451 *et seq.*, 1716–1723h, and 4501–4641; 28 U.S.C. 2461 note; 42 U.S.C. 3535(d) and 3601–3619.

SOURCE: 60 FR 61888, Dec. 1, 1995, unless otherwise noted.



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-FY25-IFB-005: Edwards Retaining Wall Repair Project,
114 Edwards St., Helena, MT 59601

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-005:
Edwards Retaining Wall Repair 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 + Interiors, Helena, Montana, agrees to furnish all labor, materials, equipment, and services necessary for HHA-FY25-IFB-005: EDWARDS RETAINING WALL REPAIR PROJECT in Helena, MT, 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 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 90 calendar days from the time established in the written "Notice to Proceed", unless otherwise defined by the express written authorization of HHA's Executive Director.

SIGNATURES:

Date: _____, 2025

Firm Name: _____

By: _____
(Authorized signing officer, Title)

Business Address: _____

License No. _____

Witness: _____
(Name)

(Signature)

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

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

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[] [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 Conditions for Construction Contracts - Public Housing Programs

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

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

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

T		Page	Clause	Page
1.	Definitions	2	Administrative Requirements	
2.	Contractor's Responsibility for Work	2	25. Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26. Order of Precedence	9
4.	Other Contracts	3	27. Payments	9
	Construction Requirements		28. Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29. Changes	10
6.	Construction Progress Schedule	3	30. Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31. Disputes	11
8.	Differing Site Conditions	4	32. Default	11
9.	Specifications and Drawings for Construction	4	33. Liquidated	12
10.	As-Built Drawings	5	34. Termination of Convenience	12
11.	Material and Workmanship	5	35. Assignment of Contract	12
12.	Permits and Codes	5	36. Insurance	12
13.	Health, Safety, and Accident Prevention	6	37. Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39. Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41. Interest of Members of Congress	15
18.	Clean Air and Water	7	42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43. Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44. Royalties and Patents	15
21.	Use and Possession Prior to	8	45. Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46. Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of	8	47. Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against	9	48. Procurement of Recovered	19
	Liens		Materials	

1. Definitions

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

2. Contractor's Responsibility for Work

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

3. Architect's Duties, Responsibilities, and Authority

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

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

4. Other Contracts

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

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

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

6. Construction Progress

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

7. Site Investigation and Conditions Affecting the Work

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

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

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

8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

9. Specifications and Drawings for Construction

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

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

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

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

10. As-Built Drawings

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

11. Material and Workmanship

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

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

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

12. Permits and Codes

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

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

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

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

13. Health, Safety, and Accident Prevention

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

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

(b) For these purposes, the Contractor shall:

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

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

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

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

14. Temporary Heating

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

15. Availability and Use of Utility Services

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

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

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

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

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

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

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

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

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

17. Temporary Buildings and Transportation of Materials

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

18. Clean Air and Water

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

19. Energy Efficiency

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

20. Inspection and Acceptance of

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

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

21. Use and Possession Prior to Completion

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

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

22. Warranty of Title

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

23. Warranty of

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

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

24. Prohibition Against Liens

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

Administrative Requirements

25. Contract Period

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

26. Order of Provisions

accordance with the terms and conditions of the

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

27. Payments

retain ten (10) percent of the amount of progress

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

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

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

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

Name:

Title:

Date:

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

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

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

28. Contract Modifications

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

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

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

29. Changes

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

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

30. Suspension of Work

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

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

31. Disputes

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

32. Default

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

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

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

33. Liquidated Damages

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

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

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

34. Termination for

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

35. Assignment of Contract

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

36. Insurance

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

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

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

[Contracting Officer insert amount] per occurrence.

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

37. Subcontracts

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

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

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

39. Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

41. Interest of Members of Congress

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

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

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

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

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

44. Royalties and Patents

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

45. Examination and Retention of Contractor's Records

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

46. Labor Standards - Davis-Bacon and Related

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

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

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

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

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

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

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

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

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

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
 - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

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

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

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

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

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, 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.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. 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 classification(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 determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
 1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action 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.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. 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 U. S. Department of Housing and Urban Development 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), HUD 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 HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. 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 HUD 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 HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD 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 HUD, 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 U.S. Department of Housing and Urban Development 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, any worker or job applicant for:

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

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

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

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

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 U.S Department of Housing and Urban Development 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;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Michael M. O'Neil
Executive Director
Helena Housing Authority
406-794-3251 / moneil@hhamt.org

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH1321 REV 10/17

United States Department of Labor

Wage and Hour Division

Davis-Bacon Poster - WH-1321 (Government Construction)

Every employer performing work covered by the labor standards of The Davis-Bacon and related Acts shall post a notice (including any applicable wage determination) at the site of the work in a prominent and accessible place where it may be easily seen by employees.

If you're familiar with Adobe® Acrobat® Reader® and its use go ahead and [get the Davis Bacon Poster \(WH-1321 poster\)](#).

If you need a little help to print the poster for your place of employment, please follow these instructions:

1. [The Davis Bacon Poster](#) is only available electronically in PDF format. PDF documents can be viewed with Adobe Acrobat Reader, a **free** utility available at <http://www.adobe.com/products/acrobat/readstep2.html>.
2. Click on the link for the [Davis-Bacon poster](#) and wait for it to load into the viewer.
3. To print, you may need to click on the printer icon within the Acrobat Reader instead of the browser's print feature. This is most likely to be the case with older browser versions.
4. The two printed pages must be taped or pasted together to form an 11 x 17 inch poster.

"General Decision Number: MT20250075 01/03/2025

Superseded General Decision Number: MT20240075

State: Montana

Construction Type: Heavy

Counties: Beaverhead, Broadwater, Deer Lodge, Gallatin, Granite, Jefferson, Lewis And Clark, Madison, Meagher, Powell, Silver Bow and Yellowstone National Park Counties in Montana.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0

01/03/2025

BRMT0001-004 06/01/2022

BEAVERHEAD, DEER LODGE, GRANITE, JEFFERSON, MADISON, POWELL, AND SILVER BOW COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.32	16.78

BRMT0005-002 06/01/2020

GALLATIN COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 30.55	15.75

BRMT0006-005 06/01/2020

BROADWATER, LEWIS AND CLARK, MEAGHER, AND YELLOWSTONE NATIONAL PARK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 30.55	15.75

ELEC0044-003 06/01/2021

	Rates	Fringes
LINE CONSTRUCTION (1) Lineman.....	\$ 48.65	9.40

ELEC0233-018 06/01/2024

Beaverhead, Deer Lodge, Granite, Jefferson, Madison, Powell and Silver Bow Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 38.51	2.5%+16.13

ELEC0233-020 06/01/2024

Broadwater, Lewis, Clark and Meagher Counties

	Rates	Fringes
ELECTRICIAN.....	\$ 38.51	2.5%+16.13

ELEC0322-003 06/01/2017

YELLOWSTONE NATIONAL PARK

	Rates	Fringes
ELECTRICIAN.....	\$ 29.59	14.13

ELEC0532-001 06/01/2024

Gallatin County

	Rates	Fringes
ELECTRICIAN.....	\$ 39.94	5.5%+14.09

ENGI0400-009 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (Zone 1)		
(1) A-frame truck Crane, oiler (except crane).....	\$ 23.47	10.40
(2) Crane Oiler,Bulldozer, Roller (Dirt and Grade Compaction).....	\$ 23.94	10.40
(3) Mechanic, Scraper.....	\$ 24.34	10.40
(4) Cranes, 25 tons - 44 tons.....	\$ 37.00	15.93
(5) Cranes, 45 tons to and incl. 74 tons.....	\$ 37.00	15.93
(6) Cranes, 75 tons to and incl. 149 tons; Cranes, Whirley (All).....	\$ 38.00	15.93
(7) Cranes, 150 tons to including 250 tons (add \$1.00 for every 100 tons over 250 tons); Crane, Stiff- Leg or Derrick; Helicopter Hoist; Crane, Tower (all)...	\$ 39.00	15.93

ZONE DEFINITIONS FOR POWER EQUIPMENT OPERATORS:
 The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the nearest County Court House of the following listed towns to the center of the job:

BILLINGS, BOZEMAN, BUTTE, GREAT FALLS, HELENA, KALISPELL, MISSOULA

- Zone 1: 0 to 30 miles - Base Pay
- Zone 2: 30 to 60 miles - Base Pay + \$3.50
- Zone 3: Over 60 miles - Base Pay + \$5.50

IRON0732-018 06/01/2024

	Rates	Fringes
IRONWORKER: Reinforcing and Structural.....	\$ 36.83	25.30

LAB01686-011 05/01/2021

	Rates	Fringes
LABORER		
(2) Mason Tender.....	\$ 25.55	13.44
(3) Pipelayer.....	\$ 25.69	13.44

ZONE DEFINITIONS FOR LABORERS

The zone hourly rates applicable to each project shall be determined by measuring the road miles over the shortest practical maintained route from the County Courthouse of the following listed town to the center of the job:

Billings, Bozeman, Butte, Helena, Great Falls, Missoula, Kalispell

TRAVEL ZONES:

- ZONE 1: 0 to 30 miles, Base Pay
- ZONE 2: 30-60, add \$3.05 to Base Pay
- ZONE 3: Over 60 miles, add \$4.85 to Base Pay

SUMT2011-051 02/08/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.30	7.80
CARPENTER, Excludes Form Work....	\$ 21.13	7.00
LABORER: Common or General.....	\$ 18.11	5.90
LABORER: Landscape and Irrigation.....	\$ 15.14 **	1.30
OPERATOR: Backhoe.....	\$ 24.16	8.05
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.99	8.55
OPERATOR: Excavator.....	\$ 23.12	7.81
OPERATOR: Grader/Blade.....	\$ 24.69	8.40
OPERATOR: Loader (Front End)....	\$ 24.20	7.84
TRUCK DRIVER: Dump Truck.....	\$ 18.84	5.92

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

Wage and Hour Division

Davis-Bacon and Related Acts

More in This Section >

- [Close](#)

Davis-Bacon and Related Acts

Final Rule: Updating the Davis-Bacon and Related Acts Regulations

Final Rule: Increasing the Minimum Wage for Federal Contractors (Executive Order 14026)

Final Rule: Nondisplacement of Qualified Workers under Service Contracts (Executive Order 14055)

Protections for Workers in Construction under the Bipartisan Infrastructure Law

Construction Surveys

McNamara-O'Hara Service Contract Act (SCA)

Walsh-Healey Public Contracts Act (PCA)

Contract Work Hours and Safety Standards Act (CWHSSA)

Copeland "Anti-Kickback" Act

Executive Order 13658, Establishing a Minimum Wage for Contractors: Annual Update

Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors

On August 23, 2023, the Department published in the Federal Register the final rule, “Updating the Davis-Bacon and Related Acts Regulations.” The final rule took effect on October 23, 2023.

On June 24, 2024, the U.S. District Court for the Northern District of Texas issued a nationwide preliminary injunction impacting the following three provisions of the final rule: (1) the provision within 29 CFR 5.2 codifying a distinction between material suppliers and contractors/subcontractors; (2) the provision within 29 CFR 5.2 requiring contractors and subcontractors to pay prevailing wages to delivery truck drivers they employ for onsite time that is more than de minimis; and (3) the provision at 29 CFR 5.5(e) directing that the DBRA apply via operation of law if a contracting agency erroneously omitted the provisions from covered contracts. The remainder of the Department’s final rule remains in effect.

In light of this injunction, these three provisions may not be implemented or enforced at this time. Because provisions (1) and (2) incorporated several aspects of the Department’s long-standing sub-regulatory guidance regarding the coverage of truck drivers and truck drivers’ assistants, the Department also provides the following enforcement guidance with respect to the application of coverage to truck drivers and truck drivers’ assistants, regardless of whether they work for contractors, subcontractors, or material suppliers, while the injunction remains in force:

1. DBRA coverage should not be enforced for any time on the site of the work that truck drivers and truck drivers’ assistants spend engaged in “offsite delivery work,” which means the delivery of materials, articles, supplies, or equipment from a location that is not part of the site of the work, which may include pickup of the same in addition to, but not exclusive of, delivery, and which may also include activities essential or incidental to such delivery and pickup, such as loading, unloading, or waiting for materials to be loaded or unloaded.

2. If a truck driver or truck driver’s assistant, in addition to performing offsite delivery work, performs other construction work on the site of the work (“non-delivery construction work”), such as installation or repair work, the worker’s time spent in the non-delivery construction work is covered by Davis-Bacon to the same extent as it would be for any other worker, and the applicable wage rate is the rate for the appropriate classification of the non-delivery construction work being performed.
3. Transportation described in 29 CFR 5.2, “Construction, prosecution, completion, or repair,” paragraphs (2)(iv)(A), (B), (C), and (E), remains covered.

Under the Davis-Bacon and Related Acts and Reorganization Plan No. 14 of 1950, the U.S. Department of Labor is responsible for determining prevailing wages, issuing regulations and standards to be observed by federal agencies that award or fund projects subject to Davis-Bacon labor standards, and overseeing consistent enforcement of the Davis-Bacon labor standards.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.



General Guidance

Guidance materials about the Davis-Bacon and Related Acts, including guides for both employers and employees, and more.

[Learn More](#)



Fact Sheets

Learn more by reading fact sheets that cover a variety of Davis-Bacon and Related Acts topics.

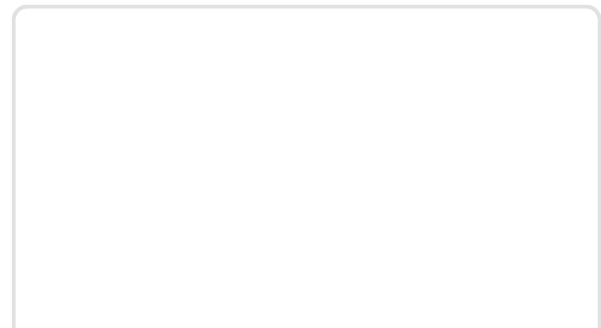
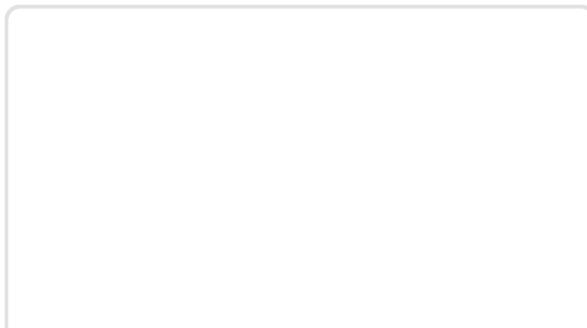
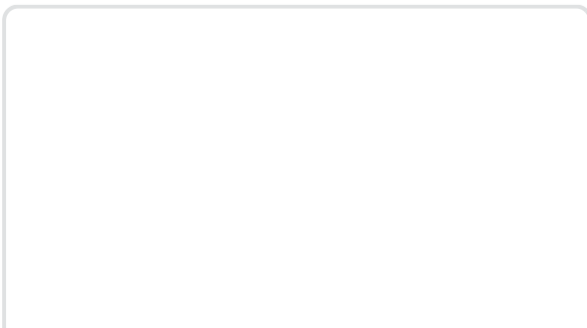
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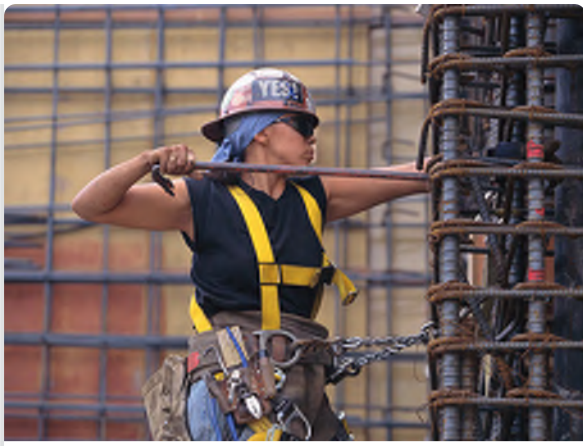


Construction Surveys

Learn about the survey process.

[Learn More](#)





Other Resources

Access interactive online tools, posters, and presentations about the Davis-Bacon and Related Acts.



Interpretive Guidance

Review Administrator Interpretations, Opinion and Ruling Letters as well as chapters of the WHD Field Operations Handbook.



Laws and Regulations

Review the laws and regulations.

Online Training For Government Contracting Officials

Online training modules are available to assist all federal, state, and local government contracting agencies with information on prevailing wages and other labor law requirements. The training modules, presented by WHL staff and its federal agency partners, provide contracting officials with information on the process of obtaining wage determinations; adding classifications to wage determinations (conformances); compliance principles, and enforcement process under both the Davis-Bacon Act (DBA) and the McNamara Service Contract Act (SCA).

Specifically, two training modules are currently being offered online. A four-hour session for the DBA and a second four-hour session on the SCA.

- [Prevailing Wage Seminars](#)
- [sam.gov](#) - This website provides a single location for federal contracting officers to use in obtaining appropriate Service Contract Act (SCA) and Davis-Bacon Act (DBA) wage determinations (WDs) for each official contract action. The website is available to the general public as well. Guidance in selecting WDs from this website is provided in the [https://sam.gov/content/home Learning Center](https://sam.gov/content/home).

Topics Worker Rights For Employers Resources Interpretive Guidance State Laws News



Wage and Hour Division

An agency within the U.S. Department of Labor

200 Constitution Ave NW
Washington, DC 20210

[1-866-4-US-WAGE](tel:1-866-4-US-WAGE)

[1-866-487-9243](tel:1-866-487-9243)

www.dol.gov

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A to Z Index

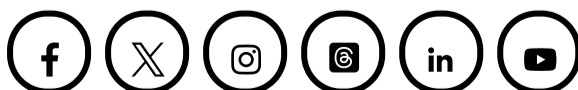
WHD PORTALS

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Wage Determinations

Accessibility Statement

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Privacy & Security Statement

Submit Feedback

Supplementary Conditions of the Contract for Construction

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

OMB Approval No. 2502-0470
(Expires 12/31/2016)

Public reporting burden for this collection of information is estimated to average 30 minutes 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 required to obtain benefits and 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.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to set forth the obligations of the contractor or subcontractor performing under the covered contract. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

Article 1 – Labor Standards

Instructions

Whenever only FHA mortgage insurance is involved, use paragraph (A) and (C) of Article 1 – Labor Standards. Whenever any direct form of assistance (Section 8, Section 202/811 Capital Advance, grants etc.) is involved, use paragraphs (A) and (B) and (C) of Article 1 – Labor Standards.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted or insured by the United States of America and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification

requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs A.1.(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the

same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

- (1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
- (2)** That each laborer or mechanic (including each

helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau

of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm

ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics 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 subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. The Contractor will be required to execute FHA Form No. 2403-A, Contractor's Prevailing Wage Certificate, as a condition precedent to insurance by the Federal Housing Administration of that certain mortgage loan, or an advance thereof, made or to be made by the mortgagee in connection with the construction of the project.

Article 2 – Equal Employment Opportunity

The applicant hereby agrees that it will incorporate or cause to be

incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

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

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

I. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Article 3 – Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

(Applicable to Section 236 projects, where the estimated replacement cost of the project as determined by the Secretary of Housing and Urban Development exceeds \$500,000, and to all projects, including Section 236 regardless of estimated replacement cost, receiving rent supplement assistance under Title I, Section 101 of the Housing and Urban Development Act of 1965.)

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the unit of local government or the metropolitan area (or nonmetropolitan county) as determined by the Secretary of Housing and Urban Development in which the projects located and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project.

Article 4 – Health and Safety

A. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

B. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

C. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development of the Secretary of Labor shall direct as a means of enforcing such provisions.

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, but not necessarily limited to the following (please see Checklist for a full listing):

- Complete list of subcontractors (with request for first payment);
- Request for Partial Payment;
- Section 3 Compliance Report for Contractor and Subcontractors;
- Payroll Reports for Contract and Subcontractors;
- Contractor and Subcontractor Activity Report to be submitted with First Application; and
- Releases for Contractor and Subcontractor with Pay Application 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 (Helena Housing Authority), Architect (Crossman Whitney Griffin Architecture + Interiors), Architect's Consultants (Ries & Associate, P.C., DCI Engineers, and Pioneer Technical Services) and the City of Helena, Montana as Additional Insured.

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 \$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.

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 is only required by the General/Prime 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 & 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, Architect's Consultants (Ries & Associate, P.C., DCI Engineers, & Pioneer Technical Services), the City of Helena, Montana, 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

PERFORMANCE BOND AND PAYMENT BOND:

The Contractor shall furnish a Performance Bond in the amount equal to 100% of the Contract sum as security for the faithful performance of the Contract and a Labor and Material Bond in an amount not less than 100% of the Contract sum. The Performance Bond and the Labor and Material Bond must be executed in separate instruments in accordance with local law and shall be delivered to Helena Housing Authority within 10 days of the notice of award. Helena Housing Authority shall be the beneficiary of the Performance and Labor and Material Bond.

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.



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$**PROJECT:**

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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 Obligee, (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 _____



AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____



AIA® Document G715™ – 2017

Supplemental Attachment for ACORD Certificate of Insurance 25

PROJECT: <i>(name and address)</i>	CONTRACT INFORMATION: Contract For: General Construction Date:	CERTIFICATE INFORMATION: Producer: Insured: Date:
OWNER: <i>(name and address)</i>	ARCHITECT: <i>(name and address)</i>	CONTRACTOR: <i>(name and address)</i>

A. General Liability	Yes	No	N/A
1. Does this policy include coverage for:			
a Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Personal injury and advertising injury?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Damages because of physical damage to or destruction of tangible property, including the loss of use of such property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d Bodily injury or property damage arising out of completed operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e The Contractor's indemnity obligations included in the Contract Documents?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Does this policy contain an exclusion or restriction of coverage for:			
a Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Claims for bodily injury other than to employees of the insured?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e Claims for loss excluded under a prior work endorsement or other similar exclusionary language?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g Claims related to residential, multi-family, or other habitational projects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h Claims related to roofing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j Claims related to earth subsistence or movement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k Claims related to explosion, collapse, and underground hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Other Insurance Coverage	Yes	No	N/A
1. Indicate whether the Contractor has the following insurance coverages and, if so, indicate the coverage limits for each.			
a Professional liability insurance Coverage limits:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b Pollution liability insurance Coverage limits:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c Insurance for maritime liability risks associated with the operation of a vessel Coverage limits:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- d Insurance for the use or operation of manned or unmanned aircraft
 Coverage limits:
- e Property insurance
 Coverage limits:
- f Railroad protective liability insurance
 Coverage limits:
- g Asbestos abatement liability insurance
 Coverage limits:
- h Insurance for physical damage to property while it is in storage and in transit
 to the construction site
 Coverage limits:
- i Other:

(Authorized Representative)

(Date of Issue)



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(les) 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.):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	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 SUBR INSD 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 \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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 <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N / A				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 _____ day of March 26, 2025 (Effective Date”), by and between **Helena Housing Authority** (hereinafter referred to as “HHA”) and _____ (hereinafter referred to as “Contractor”).

Recitals

- A. HHA is the owner of certain real property.
- B. HHA 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-005: Edwards Retaining Wall Repair Project**, on real property owned by HHA. The “Project” shall consist of all items identified within this contract and shall also adhere to all terms and conditions identified within the Project 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-005: Edwards Retaining Wall Repair Project, Helena, MT 59601**, as prepared on behalf of HHA 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, specs, and Property Use Agreement(s) outlined within this contract, its exhibits, and the Project Packet, which are hereby incorporated by reference.

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 from Notice to Proceed**, plus any extensions granted by Change Order.

5. Price/Payment. HHA agrees to pay Contractor for the construction of the Project the sum of **the contracted amount for services rendered (xxxxx.xx)**, (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. HHA will inspect and pay for all work upon satisfactory completion. If work is not to the satisfaction of HHA's Executive Director, Contractor will be notified to complete the specified task or work at no additional cost to HHA. 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 Certified Payroll or other 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 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 and are incorporated herein by reference (the "Supplementary Conditions").

8. Prevailing Wage Rates. The applicable prevailing wage rates identified in the referenced Project Packet are incorporated herein as reference from the Project Packet as **Exhibit B: Prevailing Wage Rates.** Please note: Wage Classifications necessary for the project that do not appear in Exhibit B will need to be detailed for Owner by Contractor to then be submitted to HUD who will establish any additional conforming wages necessary for the project.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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, Architect's consultants (Ries & Associates P.C., DCI Engineers, and Pioneer Technical Services), and the City of Helena, Montana clearly being listed as Additional Insured on Certificates of Insurance for all coverage lines except Workers Compensation insurance as identified in **Exhibit C: Insurances**.

18. 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: _____

Helena Housing Authority (Owner):

Michael M. O'Neil, Executive Director

Exhibit A

Plans & Specs

(Incorporated Herein by Reference from Project Packet)

Exhibit B

Prevailing Wage Rates

(Incorporated Herein by Reference from Project Packet)

Exhibit C

Insurances

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 (Helena Housing Authority), Architect (CWG Architecture + Interiors), Architect's consultants (Ries & Associates P.C., DCI Engineers, and Pioneer Technical Services), and the City of Helena, Montana, 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.

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.

Wage and Hour Division

Instructions For Completing Payroll Form, WH-347

- [WH-347](#) (PDF)
OMB Control No. 1235-0008, Expires 09/30/2026.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).






Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to

each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

Topics	Worker Rights	For Employers	Resources	Interpretive Guidance	State Laws	News
 <p>Wage and Hour Division</p> <p>An agency within the U.S. Department of Labor</p> <p>200 Constitution Ave NW Washington, DC 20210</p> <p>1-866-4-US-WAGE 1-866-487-9243 www.dol.gov</p>		<p>FEDERAL GOVERNMENT  LABOR DEPARTMENT </p> <p>White House</p> <p>Benefits.gov</p> <p>Coronavirus Resources</p> <p>Disaster Recovery Assistance Office of Inspector General</p> <p>DisasterAssistance.gov</p> <p>USA.gov</p> <p>Notification of EEO ViolationsEmergency Accountability Status Link</p> <p>No Fear Act Data</p> <p>U.S. Office of Special Counsel</p>		<p>WHD PORTALS </p> <p>YouthRules!</p> <p>Wage Determinations</p> <p>About DOL</p> <p>Guidance Search</p> <p>Español</p> <p>Subscribe to the DOL Newsletter</p> <p>Read the DOL Newsletter</p> <p>A to Z Index</p>		
<p>Connect With DOL</p> 						
<p>Site Map</p>		<p>Important Website Notices</p>		<p>Privacy & Security Statement</p>		

InstructionsGeneral:

This form is to be used by HUD and local agency staff for recording information gathered during on-site interviews with laborers and mechanics employed on projects subject to Federal prevailing wage requirements. Typically, the staff that will conduct on-site interviews and use this form are HUD staff and fee construction inspectors, HUD Labor Standards staff, and local agency labor standards contract monitors.

Information recorded on the form HUD-11 is evaluated for general compliance and compared to certified payroll reports submitted by the respective employer. The comparison tests the veracity of the payroll reports and may be critical to the successful conclusion of enforcement actions in the event of labor standards violations. The thoroughness and accuracy of the information gathered during interviews is crucial.

Note that the interview itself and the information collected on the form HUD-11 are considered confidential. Interviews should be conducted individually and privately. All laborers and mechanics employed on the job site must be made available for interview at the interviewer's request. The employee's participation, however, is voluntary. Interviews shall be conducted in a manner and place that are conducive to the purposes of the interview and that cause the least inconvenience to the employer(s) and the employee(s).

Completing the form HUD-11:

Items 1a - 1c: Self-explanatory

Items 2a – 2d: Enter the employee's full name, a telephone number where the employee can be reached, and the employee's home address. Many construction workers use a temporary address in the locality of the project and have a more permanent address elsewhere from which mail may be forwarded to them. Obtain a more permanent address, if available. Ask the employee for a form of identification (e.g., driver's license) to verify their name.

Items 3a – 4c: Enter the employee's responses. Ask the employee whether they have a pay stub with them; if so, determine whether the pay stub is consistent with the information provided by the employee.

Items 5 – 7: Be certain that the employee's responses are specific. For example, job classification (#5) must identify the trade involved (e.g., Carpenter, Electrician, Plumber) – responses such as "journeyman" or "mechanic" are not helpful for our purposes.

Items 8 – 12b: Self-explanatory

Items 13 – 15c: These items represent some of the most important information that can be gathered while conducting on-site interviews. Please be specific about the duties you observed the employee performing. It may be easiest to make these observations before initiating the interview. Please record any comments or remarks that may be helpful. For example, if the employee interviewed was working with a crew, how many workers were in the crew? Was the employee evasive?

The level of specificity that is warranted is directly related to the extent to which interview(s) or other observations indicate that there may be violations present. If interviews indicate that there may be underpayments involving a particular trade(s), the interviewer is encouraged to interview as many workers in that trade(s) that are available.

Items 16 – 17b: The information on the form HUD-11 may be reviewed for general compliance, initially. For example, are the job classification and wage rate stated by the employee compatible with the classifications and wage rates on the applicable wage decision? Are the duties observed by the interviewer consistent with the job classification?

Item 18: Please place here any additional information you may want to document or continuing information from other lines that do not fit in their block space.

Once the corresponding certified payroll reports are received, the information on the HUD-11 shall be compared to the payroll reports. Any discrepancies noted between the HUD-11 information and that on the payroll report shall be noted in Item 16, Remarks. If discrepancies are noted, follow-up actions to resolve the discrepancies must be taken.

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

OMB Approval No. 2501-0009

(exp. 12/31/2024)

The public reporting burden estimate for this collection of information is 15 minutes per response on average. This includes reviewing instructions, searching existing data sources, gathering, and maintaining the data, and completing the collection of information. This information may not be collected, nor are you required to provide, the information requested unless it displays a currently valid OMB control number. The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers. The information collected assists HUD in compliance monitoring of Federal labor standards. Any information collected is covered by the Privacy Act of 1974 and by 29 CFR 5.6(a)(5). Individuals and agencies collecting this information must maintain these records in a manner that protects the individuals on whom the information is maintained. The information collected herein is voluntary, and any information provided shall be kept confidential, but failure to provide the information collected may delay enforcement of any possible Federal labor standards violations if the information would have identified any. Comments concerning this burden statement, or this collection should be sent to: National Director, Office of Davis-Bacon and Labor Standards, 451 7th Street SW, Room 7108, Washington, DC 20410. When providing comments, please refer to OMB Approval 2501-0009

Pursuant to 5 U.S.C. § 552a(e)(3), this Privacy Act Statement serves to inform you of the following concerning the collection of the information on this form.
A. AUTHORITY: Collection of the information solicited on this form is authorized by the Davis-Bacon Act as promulgated through Department of Labor Regulations under 29 CFR Part 5.
B. PURPOSE: The primary purpose for soliciting this information is to determine if the wages paid by an employer on a project covered by the Davis-Bacon Act are in compliance with federal labor standards.
C. ROUTINE USES: The information collected ensures compliance with the Federal labor standards through recording interviews with construction workers on topics related to wages paid on the project. The information is reviewed by HUD authorized personnel to ensure compliance with Federal labor standards under the Davis-Bacon Act on covered projects. If violations are found, the information collected is used to conduct enforcement actions to ensure restitution is paid to workers of covered projects are paid proper wages under the Davis-Bacon Act.
D. CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The information collection is voluntary. Refusing to give information will not impact your status with your employer or the government. Failure to provide the information will limit the ability of HUD to determine if you were paid proper wages under the Davis-Bacon Act, and will limit the ability for HUD to seek restitution for you in the event a violation is found.

1a. Project Name			2a. Employee Name		
1b. Project Number			2b. Employee Phone Number (including area code)		
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code		
			2d. Verification of identification? Yes No		
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits?	4c. Pay stub?
				Vacation Yes No Medical Yes No Pension Yes No	Yes No
5. Your job classification(s) (list all) --- continue in block 18 if necessary					
6. Your duties --- continue in block 18 if necessary					
7. Tools or equipment used --- continue in block 18 if necessary					
8. Are you an apprentice or trainee? Yes No		10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week? Yes No			
9. Are you paid for all hours worked? Yes No		11. Have you ever been threatened or coerced into giving up any part of your pay? Yes No			
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks --- continue in block 18 if necessary					
15a. Interviewer Name (Please Print)		15b. Signature of Interviewer		15c. Date of Interview	
Payroll Examination					
16. Remarks --- continue in block 18 if necessary					
17a. Signature of Payroll Examiner			17b. Date		

**Record of Employee
Interview**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

OMB Approval No. 2501-0009
(exp. 12/31/2024)

18. Additional Remarks

CONFIDENTIAL

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 **Helena Housing Authority (OWNER)** and _____ (CONTRACTOR) for the **HHA-FY25-IFB-005: Edwards Retaining Wall Repair 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: Helena Housing Authority

REFERENCE: Contract entered into on _____ between the **Helena Housing Authority** 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-005: Edwards Retaining Wall Repair Project** for Helena Housing Authority.

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 the 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 **Helena Housing Authority**, hereinafter called **OWNER**, and that _____, hereinafter called **CONTRACTOR**, has furnished all labor, material and services required for the **HHA-FY25-IFB-005: Edwards Retaining Wall Repair Project** located in Helena, Montana and original contract dated xx/xx/xxxx 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 the minimum wage rates as established in said contract, and that there have been no claims made for infringement of any patent or other claims of any nature not included in the foregoing categories except as noted under Exception F below, and
8. That there are no outstanding claims arising out of this contract except as follows:

EXCEPTIONS

- A. Claims asserted in paragraph 2 of the 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)

Helena Housing Authority

(Signature)

Michael M. O'Neil
Executive Director

(Printed Name of Signatory)

(Company Title of Signatory)

Report of Additional Classification and Wage Rate	U.S. Department of Housing and Urban Development Davis-Bacon & Labor Standards	OMB Approval No. 2501-0011 (Exp. 08/31/2022)
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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 data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Employers engaged on HUD-assisted construction projects subject to Davis-Bacon wage requirements must pay no less than the wages determined to be prevailing by the Secretary of Labor to all laborers and mechanics engaged on the construction work. On occasion, the applicable Davis-Bacon wage decision does not contain all of the work classifications and wage rates needed to complete the construction work. This information collection facilitates the addition of needed work classifications and wage rates for the construction work involved. This form is used by HUD and local agencies administering HUD programs to report employer request(s) for additional classification and wage rates so that an appropriate wage rate can be approved by the Department of Labor for the construction work. This information collection is required by Department of Labor regulations at 29 CFR 5.5. While no assurances of confidentiality are pledged to respondents, HUD generally discloses these data only in response to a Freedom of Information request.

Instructions for Local Contracting Agencies

General:

Contractors/Employers: Do not need to complete this form. Submit a written, signed request to the responsible contracting agency naming the work classifications and the wage rates, including any fringe benefits, that are proposed.

Local Agency Staff: Complete items 1 through 10. Submit a copy of this form to directly to U.S. DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer naming the work classifications and wage rates that are proposed. (The employer's request must be made in writing and must be signed.) DOL typically responds within 30 days. If you need help in filling out this form, you are welcome to contact the DBLS regional office nearest to you, found here - https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/laborrelstf.

1. Enter the name and address of the office submitting the report and to which the DOL reply should be sent.
2. Enter the name and number of the project or contract involved.
3. Enter the location of the project involved: city, county and state.
4. Describe the construction involved, e.g., new construction or rehabilitation, number and type of buildings, number of stories, number of units (as applicable). For example, New construction: 3 – 4-story buildings; 120 units.
5. Enter the character of construction as defined by DOL for Davis-Bacon prevailing wage rate purposes.
6. Enter the number and date of the Davis-Bacon wage decision applicable to the construction work. Include the number of the wage decision modifications (if any) applicable to the work and its date.
7. Enter the effective date (lock-in date) of the wage decision for the project. (See DOL regulations at 29 CFR 1.6.)
8. Enter the work classifications and corresponding hourly basic wage rates and fringe benefit rates (if any) requested.
9. Enter Prime Contractor name and address.
- 9a. Prime Contractor marks whether agree or disagree with the request.
- 9b. Signature of Prime Contractor and date signed.
10. If the requesting employer is not the prime contractor, enter the name and address of the subcontractor/employer making the request.

Remainder of Form:

Evaluate the employer's request against the criteria for approval (see DOL Regulations, 29 CFR Part 5, and related contract labor standards provisions). The criteria are reflected in "checklist" form to ensure that each factor is considered and to ensure that supporting documentation, including a copy of the applicable wage decision, is attached. Check the box next to each criterion that is met; do not check the box next to any criterion that is not met.

If the request meets all criteria, check the appropriate box, enter the name and telephone number of the agency representative, sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision and the written request from the employer involved.

If the request fails to pass all criteria, check the appropriate box, enter agency contact information, and sign and date the form. Submit one copy of the completed form to the DOL with a copy of the applicable Davis-Bacon wage decision, the written request from the employer involved, *and* a cover letter explaining how the employer's request failed to meet one or more of the criteria.

Submission of Form:

Completed form(s) and supporting documents shall be sent to: Branch of Construction Wage Determinations, U.S. Department of Labor, 200 Constitution Avenue, NW, Room S-3014, Washington, DC 20210 or emailed to whd-baconformance_incoming@dol.gov.



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) (<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](http://www.eeoc.gov/field-office) (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](https://ofccphelpdesk.dol.gov/s/) (<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 on [OFCCP's "Contact Us"](https://www.dol.gov/agencies/ofccp/contact) webpage (<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)
-------------------------------	---	--

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

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

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)

**Certificate from Contractor Appointing
Officer or Employee to Supervise
Payment of Employee**

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

Project Name _____ Date (mm/dd/yyyy) _____

Location _____ Project No. _____

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for _____

(specify "General Construction," "Plumbing," "Roofing," etc.) in connection with construction of the above-mentioned Low-Rent Housing Project,

and that (I) (we) have appointed _____, whose signature

appears below, to supervise the payment of (my) (our) employees beginning (Date: mm/dd/yyyy) _____ ;

That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance

required by the so-called Kick-Back Statue which he/she is to execute with (my) (our) full authority and approval until such time as (I)

(we) submit to the (Name of Local Authority) _____

a new certificate appointing some other person for the purposes hereinabove stated.

(Identifying Signature of Appointee)

Attest (If required)

(Name of Firm or Corporation)

(Signature)

By _____
(Signature)

(Title)

(Title)

(Date: mm/dd/yyyy)

(Date: mm/dd/yyyy)

Note: This certificate must be execute by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statue.

Employee Deduction Authorization

Company Name: _____

Project: Edwards Retaining Wall Repair Project

I, _____, hereby authorize the following deductions to be taken from my payroll check. It is understood that these deductions are a) in the interest of the employee; b) not a condition of employment; c) no direct or indirect benefit accruing to the employer, and d) not otherwise prohibited by law.

<u>Description</u>	<u>Amount</u>	<u>Frequency</u>
Garnishment	_____	_____
Child Support	_____	_____
Medical Insurance	_____	_____
Life Insurance	_____	_____
401K/Retirement	_____	_____
Advance	_____	_____
Loan Payment	_____	_____
Tool Purchases	_____	_____
Uniforms	_____	_____
Other (identify deduction type(s))	_____	_____
TOTAL	_____	

Frequency Examples

One Time, Weekly, Bi-weekly, Monthly, ____ times ____ per week

Other (identify frequency)

Employee Signature

Date

Last four of SSN

(You need to submit this document only one time per employee, unless changes in deduction type, amount, or duration take place.)

CERTIFICATION OF ELIGIBILITY AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That he/she is _____ ;
(Owner, Partner, Officer, Representative or Agent)

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

and makes the following representation:

“ _____
(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
---------------------------	----------------

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	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 ¹ / 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. 1/30/2027)

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
-----------------------	--------------------

Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price
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Amount Carried Forward \$

Item Number*	Description and Quality	Quantity	Unit of Measure	Unit Price at Site	Total Price

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	\$
----------------	----

	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.

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- Other; describe below.

Public reporting for this collection of information is estimated to average 2 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 agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

- HUD Field Office: Enter the Field Office name .
1. Recipient: Enter the name and address of the recipient submitting this report.
 2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
 3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
 - 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
 6. Reporting Period: Indicate the time period (months and year) this report covers.
 7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* 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 percent of the median 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 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent 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.

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 (entirement 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

Previous editions are obsolete.

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.



Edwards Retaining Wall Geotechnical Report

February 20, 2025



FORGING A BRIGHT & SUSTAINABLE FUTURE TOGETHER
www.pioneer-technical.com

Edwards Retaining Wall Geotechnical Report

Helena, Montana

Prepared for:
CWG Architecture + Interiors
650 Power Street
Helena, Montana 59601

Prepared by:
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Contents

1	INTRODUCTION.....	1
2	INVESTIGATION.....	1
2.1	Site Description.....	1
2.2	Geotechnical Investigation.....	1
2.2.1	Soil Lithology.....	2
2.2.2	Groundwater Conditions.....	2
2.3	Laboratory Testing.....	2
2.3.1	Index Properties.....	2
2.3.2	Chemical Properties.....	3
3	ANALYSIS AND RECOMMENDATIONS	3
3.1	Design Concept.....	3
3.2	Subsurface Materials Discussion.....	4
3.3	Edwards Retaining Wall Repair.....	4
3.3.1	Retaining Wall Backfill Excavation.....	5
3.3.2	Retaining Wall Foundation.....	5
3.3.3	Geofoam.....	6
3.3.4	Wall Drainage.....	6
3.3.5	Cover Soil.....	7
3.4	Geotechnical Design.....	7
3.4.1	Lateral Earth Coefficients.....	7
3.4.2	Bearing Capacity.....	8
3.4.3	Live Load.....	8
3.4.4	Stability Analysis.....	8
3.4.5	Seismic Considerations.....	9
3.5	Trench Stability.....	9
4	EARTHWORK TESTING	9
5	BASIS OF RECOMMENDATIONS	10
6	REFERENCES.....	12

List of Tables

Table 1: Laboratory Index Data.....	2
Table 2: Corrosivity Testing.....	3
Table 3: Lateral Earth Coefficients.....	8
Table 4: Stability Analyses Results	9
Table 5: Seismic Coefficients.....	9

List of Figures

Figure 1. Edwards Retaining Wall Geotechnical Site Plan

Figure 2. Edwards Retaining Geotechnical Design Typical Section

List of Appendices

Appendix A Borehole Log

Appendix B Photograph Log

Appendix C Laboratory Data

Appendix D Geofoam Product Data and Specifications

Appendix E Slope Stability

Appendix F Seismic Data

REVISION NO.	AUTHOR	VERSION	DESCRIPTION	DATE
Rev 0	Sean Harris	Draft	Internal Review	November 2024
Rev 1	Mike Browne	Draft	Submitted for Client Review	December 24, 2024
Rev 1	Mike Browne	Final	Client Submittal	February 3, 2024
Rev 1	Mike Browne	Final	Amended Report Cover Date	February 20, 2025

1 INTRODUCTION

CWG Architecture + Interiors (CWG) contracted Pioneer Technical Services, Inc. (Pioneer) to complete a geotechnical investigation for the Edwards Retaining Wall project in Helena, Montana. Edwards Retaining Wall is a historical masonry rock retaining wall that is approximately 10 feet tall and located northwest of South Park Avenue and East Broadway Street in Helena, Montana.

The purpose of the geotechnical investigation was to explore subsurface conditions at the site and provide information on soil characteristics, retaining wall recommendations, bearing capacity, lateral earth loads, soil corrosivity concerns, seismic zone, groundwater conditions, material specifications, and discussion of any unusual conditions. This report provides conclusions of the investigation, results of laboratory testing and analyses, and design recommendations.

CWG is the project architect. DCI Engineers is the project structural engineer.

2 INVESTIGATION

2.1 Site Description

The project is located at a Helena Housing Authority (HHA) property at 114 Edwards Street in Helena, Montana. A segment of the retaining wall failed in 2023. A large tree, positioned at the top of the wall, likely propagated the failure. The tree has subsequently been removed. The toe of the retaining wall is positioned on a hillside of undeveloped land. Relatively flat lawn, mature trees, and HHA housing are located above the retaining wall. The property is located in the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 30, Township 10 North, Range 03 West.

2.2 Geotechnical Investigation

Pioneer drilled one borehole (BH-01) to a depth of 12.5 feet below the ground surface. The borehole location is shown on Figure 1. Pioneer performed the drilling work on August 30, 2024. The borehole was advanced using a GeoProbe® 7822DT track-mounted drill rig using hollow stem augers. An engineer from Pioneer logged the borehole lithology and collected samples for laboratory testing.

In situ strengths were collected via Standard Penetration Tests (SPTs) using a 2-inch outside diameter (1.5-inch inside diameter) split-spoon sampler that was driven into the soil using a standard 140-pound safety hammer falling from a height of 30 inches. Standard Penetration Tests were conducted per ASTM International (ASTM) D1586. Field measured (uncorrected) SPT blow counts are recorded on the borehole logs. Geotechnical samples were collected from each SPT interval and field classified in general accordance with ASTM D2488.

2.2.1 Soil Lithology

Geologically, the site is in the Helena Formation which consists of “*Medium gray to medium dark gray dolomitic limestone and limestone...*” (MBMG, 2017). This was consistent with the exploration. Loose, clayey sand with trace limestone gravel was below the topsoil to a depth of approximately 12.5 feet below the ground surface where competent limestone was encountered. Drill rig refusal was encountered at the limestone interface.

Appendix A contains the borehole log while Appendix B presents photographs of the investigation and soil samples. The stratification lines shown on the borehole log represent the approximate boundary between soil types as observed within the borehole. The actual *in situ* transition is variable because of the nature and depositional characteristics of natural soil. Interpolation of subsurface conditions beyond the location of the borehole may be unreliable as soil conditions can change rapidly in both lateral and vertical directions.

2.2.2 Groundwater Conditions

Groundwater was not encountered during the investigation. Review of local well logs on the Montana Bureau of Mines and Geology (MBMG) Ground-Water Information Center website (MBMG, 2024) showed few wells in the area. Static groundwater depths in nearby wells were recorded as greater than 40 feet below the ground surface at the time of the well construction.

2.3 Laboratory Testing

Soil samples were transported and analyzed at Pioneer’s materials testing laboratory. The samples were collected from select depths and were tested for their index (physical) and chemical properties.

2.3.1 Index Properties

A summary of the laboratory testing results is presented in Table 1. Soil moisture contents ranged from 6% to 10%. The native soil has a maximum dry density of 132.5 pounds per cubic foot (pcf) and an optimum moisture content of 8.4%. Appendix C provides the complete laboratory testing results.

Table 1: Laboratory Index Data

BORE HOLE NO.	DEPTH (feet)	USCS SYMBOL	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	PLASTICITY INDEX (%)	GRADATION ANALYSIS		
						GRAVEL (%)	SAND (%)	FINES (%)
BH-01	5-6.5	SC	26	17	9	-	-	-
BH-01	10-11.5	SC	-	-	-	29	56	15

USCS: Unified Soil Classification System.

2.3.2 Chemical Properties

Corrosivity testing (soluble sulfate, pH, and resistivity) was conducted to determine if the on-site soil may potentially be corrosive to buried concrete or metal associated with the proposed construction. The pH and soluble sulfate testing were subcontracted to Alpine Analytical, Inc. located in Helena, Montana. A summary of corrosivity testing results is presented in Table 2.

Table 2: Corrosivity Testing

BORE HOLE NO.	DEPTH (feet)	pH (s.u.)	RESISTIVITY (ohm-cm)	SOLUBLE SULFATE (%)
BH-01	2-10	8.01	3,600	0.0030

ohm-cm: ohm-centimeter. s.u.: standard unit

Criteria from the American Water Works Association (AWWA, 2010) and by the Portland Cement Association (PCA, 2007) were used to evaluate soil corrosiveness. Based on the corrosivity testing, the on-site soil is not corrosive to buried metallic elements. Based on the sulfate testing results, the on-site soil has a negligible exposure to concrete sulfate attack. Type I, Type I/II, or Type IL cements are acceptable for all cast-in-place structural concrete exposed to the on-site soil.

3 ANALYSIS AND RECOMMENDATIONS

3.1 Design Concept

The proposed project consists of repairing the failed portion of Edwards Retaining Wall. Design criteria consist of:

- Edwards Retaining Wall is a historical wall that Pioneer understands is on the National Register of Historic Places. The designed repair must match the historical wall.
- Edwards Retaining Wall is an aging rock masonry wall. The strength and stability of the existing wall is unknown. The designers' intent is to minimize impacts, vibrations, excavations, or construction loading adjacent to the wall. To Pioneer's knowledge, there are no as-built records or design calculations.

Per discussions with design team:

- Rubble from the failed portion of the wall will be salvaged and used to reconstruct the wall.
- Initial design alternatives evaluated constructing a new cast-in-place concrete wall behind the Edwards Retaining Wall failed zone. Salvaged rubble would be placed on the concrete wall as a façade to match the existing wall. The new cast-in-place concrete wall would support all structural loading. Some of the challenges with this approach include a relatively large excavation behind the existing wall to provide ample room to construct the new wall and constructability challenges of constructing new concrete wall next to portions of the existing Edwards Retaining Wall that did not fail.

- Through design iterations, the design team elected to repair the failed portion of Edwards Retaining Wall by excavating a long-term stable slope behind the wall, backfilling the excavation with light weight Geofoam, and reconstructing the Edwards Retaining Wall with salvaged rubble.

DCI Engineering is designing the repaired masonry wall. Pioneer is providing geotechnical design parameters, geotechnical recommendations, and slope stability analysis for the excavation.

3.2 Subsurface Materials Discussion

Loose granular soil was encountered in the upper 12.5 feet of the soil profile behind the wall. The granular soil is anticipated to be readily excavatable using modern excavation equipment.

Limestone bedrock was encountered at a 12.5-foot depth (as measured from ground surface at top of retaining wall) and resulted in drill rig refusal. This bedrock interface is a similar elevation to the base of Edwards Retaining Wall; however, the slope of the bedrock is unknown. Due to site access limitations, geotechnical drilling was not conducted at the base of the wall to confirm bedrock elevation.

The degree of fracturing and weathering of the Limestone bedrock is unknown. Pioneer anticipates the bedrock may be problematic/difficult to excavate during construction depending on design excavation depths. Use of a hydraulic hammer on heavy equipment or other rock excavation techniques may be required to excavate to design grades.

3.3 Edwards Retaining Wall Repair

The Edwards Retaining Wall repair will consist of excavating and removing fill located behind the failed portion of the retaining wall, replacing fill with Geofoam blocks, providing vertical wall drainage, and reconstructing the wall using salvaged limestone blocks. Specifically, the excavation slope will be excavated at a slope that is acceptable for long-term stability. Geofoam blocks will be used to backfill the excavation, which will minimize active horizontal earth pressures applied to the repaired retaining wall. Salvaged limestone rocks from the failed wall segment will be reused to construct the repaired wall.

DCI Engineering is providing design specifics for the repaired limestone block retaining wall. Pioneer design elements pertain to excavation, foundation, and use of Geofoam block backfill.

The contractor must use care while working adjacent to the existing retaining wall to minimize additional damage or failure.

Design requirements for each segment of the repair are discussed in subsequent subsections.

3.3.1 Retaining Wall Backfill Excavation

Contractor should excavate soil behind the retaining wall and prepare the surface for placement of Geofoam blocks.

- 1) Strip and remove sod from the excavation footprint. Dispose of sod off site.
- 2) Strip and stockpile topsoil for reuse.
- 3) Excavate and remove wall backfill behind the failed portion of wall.
 - a. The excavation slope should have a maximum angle of 1.5 horizontal to 1 vertical (1.5H:1V).
 - b. The excavation should be stair stepped such that there is not a smooth, planar excavation slope. Pioneer suggests the vertical height of each stair step should be the same height as the height of each level of Geofoam blocks.
 - c. Pioneer suggest use of smooth excavation bucket or other technique to minimize disturbing soil on horizontal excavation surface of stair steps.
 - i. Compaction is not required on horizontal surfaces of stair step excavation; provided excavation surface is clean of loose soil, debris, and underlying soil is not disturbed.
 - ii. For locations soil is loose and disturbed, compact horizontal excavation surfaces using a minimum of four passes of loaded equipment (either wheeled or tracked) or a Felco-style roller bucket. **Do not use vibratory compaction.**
 - iii. Engineer must observed and approved excavation surface prior to placement of subsequent lifts, leveling course, or Geofoam blocks. Density testing is not required.
 - d. The contractor is responsible for salvaging and stockpiling a portion of excavated materials for backfill over the Geofoam. The majority of excavated material will need to be hauled off site.
- 4) Dewater the site if warranted (not anticipated).
- 5) Place leveling course over the prepared surface.
 - a. The leveling course should be a minimum of 2 inches thick and a maximum of 4 inches thick.
 - b. Compact leveling surface using non vibratory compaction.
 - c. Level to plus or minus ½ inch per 10 feet horizontal.
 - d. The leveling course should meet the gradation requirements of ASTM C33 coarse aggregate (¾-inch maximum, crushed concrete rock). Alternative leveling coarse aggregates may be acceptable with the Geotechnical Engineer's approval.

3.3.2 Retaining Wall Foundation

Prepare the foundation for construction of the repaired wall.

- 1) Salvage and stockpile limestone rock from the failed wall segment for reuse.
- 2) Excavate to design grade as indicated on the structural drawings.
 - a. Use care to not undercut adjoining portions of the retaining wall.
 - b. The contractor is responsible for safe Occupational Safety and Health Administration (OSHA) excavation design.

- c. Compact horizontal excavation surfaces using a minimum of four passes of loaded equipment (either wheeled or tracked) or a Felco-style roller bucket. **Do not use vibratory compaction.** Density testing is not required; however, the engineer must be on site to observe and document compaction efforts.
- 3) Dewater site if warranted (not anticipated).
- 4) Use flowable fill to construct a level mud mat to support the retaining wall foundation if warranted. Flowable fill will meet the specification requirements of Montana Public Works (MPW) Flowable Fill.

3.3.3 Geofoam

Backfill the excavation behind the retaining wall using Geofoam.

- 1) Provide and supply Geofoam meeting or exceeding the engineering properties of R-Shield EPS 15 Geofoam or an approved equal. Geofoam must meet the product requirements of Specification Section 31 23 23.
- 2) Place to the neat lines shown on the project drawings.
- 3) R-Shield Geofoam standard sizes are 4 feet wide by 8 feet long with block height varying between 3 inches and 30 inches.
 - a. Custom dimensions can be ordered directly from the manufacturer.
 - b. Geofoam can be cut to size on site at the contractor's discretion.
 - c. Pioneer suggests the contractor consult directly with the manufacturer to determine the dimensions of Geofoam to optimize block placement and fabrication options.
- 4) Include GeoGripper Plates on all horizontal joints. The GeoGripper is a galvanized, steel barbed connector used to retain Geofoam from moving laterally in multi-layer applications. Use a minimum of one GeoGripper per 8 square feet spaced evenly (a 4-foot by 8-foot Geofoam block requires a minimum of four GeoGrippers).
- 5) Position subsequent Geofoam layers such that all joints are offset a minimum of 2 feet.

Geofoam specifications, installation guidelines, and product sheets are included in Appendix D.

Mr. Chad Showers with Premier Building Systems (15 Arden Drive, Belgrade, MT, 406-223-4155) was consulted during design phase of this project. At contractors' option, Premier Building Systems is a potential local manufacturer capable of supplying Geofoam required for this project.

3.3.4 Wall Drainage

Provide drainage at the interface between Geofoam blocks and the repaired limestone rock wall as shown in Figure 2.

- 1) Install J-Drain ES 1530, or approved equivalent, between the interface of Geofoam blocks and rubble retaining wall. At Contractor's option, J-Drain can be procured from Northwest Linings & Geotextile Products, Inc. (Ms. Liz Bach, 253-872-9576, was consulted during design phase of this project). J-Drain ES 1530 product sheet and manufacture retaining wall installation detail is included in Appendix D.

- 2) Install 3-inch diameter weep holes through base of rubble wall. Weep holes to be installed at a maximum of 4 feet on center.
- 3) Construct a lateral drain at toe of retaining wall. Lateral drain shall be graded to collect flow from weep holes and daylight on HHA property. Lateral drain shall be constructed with 4-inch diameter, perforated HDPE or PVC pipe which is fully encompassed in $\frac{3}{4}$ -inch minus crushed concrete rock (same material as leveling course) and wrapped in Propex Geotex 801 geotextile (or an approved equal). All geotextile joints shall be overlapped a minimum of 1-foot.

3.3.5 Cover Soil

Adjacent to the retaining wall, the Geofoam top elevation should be positioned approximately 1 foot below the finished surface. Cover soil thickness may be increased away (greater than 5-foot horizontal distance) to aid in matching existing grades.

- 1) Place non-woven geotextile across the top of the Geofoam. Geotextile should meet or exceed the engineering properties of Propex Geotex 801 or an approved equal. Overlap joints a minimum of 1 foot. Install per the manufacturer's recommendations and do not operate heavy equipment directly on geotextile.
- 2) Place and rough grade on-site fill from the excavation. Place in 8-inch maximum (loose) lift thickness and wheel track into place. Do not use vibratory compaction. Density testing is not required.
- 3) Backfill/regrade soil at toe of retaining wall to match existing grades.
- 4) Place salvaged topsoil to finish grade and reseed per contract documents.

3.4 Geotechnical Design

Per discussion with design team, the retaining wall will be 10 feet tall.

3.4.1 Lateral Earth Coefficients

No horizontal active pressures are anticipated from the bottom of the wall to a height of 9 feet.

- Slope stability analysis was conducted to verify that the excavation surface (1.5H:1V) has long-term stability without projecting forces on the wall.
- The Geofoam will be stacked and only apply vertical loads.
- No hydrostatic forces are anticipated. Groundwater was not encountered or anticipated. Drainage provided at the interface of the Geofoam and repaired rock wall does discharge water, if encountered.

Use the following values for the active pressure associated with fill/topsoil placed at the top 1 foot behind the wall (height of 9 feet to 10 feet). The passive pressure values are appropriate for backfill against the toe of the wall. Values are based on assumed internal angle of friction (ϕ) equal to 30 degrees, a cohesion (c) value of 0 pounds per square foot (psf), a moist unit weight of 120 pcf, and an equivalent fluid weight of 40 pcf. Lateral earth coefficients (based on level backfill) are listed in Table 3.

Table 3: Lateral Earth Coefficients

LATERAL EARTH PRESSURE	COEFFICIENT (K)
Active	0.33
Passive	3.00
At-Rest	0.50

3.4.2 Bearing Capacity

Provided recommendations listed in Section 3.3.2 are performed, Pioneer recommends an allowable soil bearing capacity of 2,000 psf. Based on the theory of elasticity, total and differential settlement are anticipated to be less than 1 inch and ½ inch, respectively. The friction coefficient (μ) can be taken as 0.45 for sliding against native clayey sand.

3.4.3 Live Load

For retaining wall design common live loads at the ground surface include:

- Landscape walls = 0 psf
- Pedestrian traffic and light storage = 50 psf
- Light-traffic and auto parking = 100 psf
- Highway loading and heavy traffic = 250 psf

Based on Pioneer’s understanding of the wall and anticipated use, Pioneer suggests use of 50 psf live load across the ground surface above the retaining wall (retaining wall backfill).

3.4.4 Stability Analysis

A global stability evaluation was performed to evaluate a representative section of the proposed wall design. Pioneer performed slope stability analyses to model the short-term construction stability, long-term (steady-state), and seismic (pseudo-static) stability of the proposed locations.

The objective of a slope stability analysis is to identify if construction slopes and design slopes meet safety and reliability requirements, as well as identify problematic areas and potential failure mechanisms. Specifically, a slope stability analysis is a modeling effort that estimates a factor of safety against failure considering parameters such as slope geometry, external loads, soil stratigraphy and strengths, groundwater elevations, and seismic coefficients.

The slope stability model stratigraphy was developed from surface topography and the borehole log. During construction, slope geometries were developed by assuming a 1.5H:1V excavation slope behind the wall. Final slope geometries were generated from the “during construction geometries” by the addition of the final grading surface and anticipated materials. Material properties were estimated from laboratory geotechnical testing results, *in situ* field testing, published references for similar soil, and engineering judgement.

The two-dimensional limit equilibrium computer program *Rocscience Slide* was used to find and analyze critical failure surfaces and the lowest calculated factor of safety for both steady-state

and pseudo-static seismic loading conditions. Steady-state loading conditions represent the long-term stability of the slope, while pseudo-static seismic loading conditions represent stability of the slope during a seismic event.

A calculated stability model factor of safety value greater than 1.0 indicates the slope should theoretically be stable where a value less than 1.0 indicates instability. The U.S. Army Corps of Engineers recommends a minimum factor of safety of 1.5 for long-term conditions, 1.3 for temporary conditions, and 1.1 for seismic conditions (USACE, 2003). Table 4 summarizes the stability scenario and the calculated factor of safety. The stability results are included in Appendix E.

Table 4: Stability Analyses Results

SCENARIO	REQUIRED FS	CALCULATED FS
Short-term Construction	1.3	1.4
Steady State Long Term	1.5	1.8
Pseudostatic Seismic	1.1	1.2

3.4.5 Seismic Considerations

The seismic coefficients were estimated using ASCE7-22 and Risk Category I (ASCE7-22 is based on the 2021 International Building Code [IBC, 2021]). The seismic coefficients values are summarized in Table 5 and the data sheets are included in Appendix F.

Table 5: Seismic Coefficients

Site Soil Class Definition	C
Seismic Design Category	C
Mapped Spectral Response Acceleration Parameter, S_s for 0.2 second	0.49g
Mapped Spectral Response Acceleration Parameter, S_1 for 1.0 second	0.14g
Adjusted Maximum Considered Earthquake Spectral Response Acceleration Parameter, S_{MS}	0.54g
Adjusted Maximum Considered Earthquake Spectral Response Acceleration Parameter, S_{M1}	0.20g
Design Spectral Response Acceleration Parameter, S_{DS}	0.36g
Design Spectral Response Acceleration Parameter, S_{D1}	0.13g

3.5 Trench Stability

For trench excavations, the trench soil meets OSHA's 29 Code of Federal Regulations Part 1926 requirements for Type C soil. The steepest unsupported slope within a Type C soil is set at 1.5H:1V.

4 EARTHWORK TESTING

Pioneer recommends compaction be observed by a qualified inspector. Density testing is not required, provided an inspector documents the contractor's compaction efforts.

The contractor is encouraged to use extreme care during all work activities near the existing wall. Pioneer suggests not using any vibratory compaction in the vicinity of the existing wall. Frozen soil, ice particles, and soil with organics, debris, or deleterious materials are not suitable for use as fill. Appropriate winter construction techniques must be used, as warranted, to protect subgrade, fill, and cast concrete from frost. Fill should not be placed on top of frozen soil. The maximum loose lift thickness is 8 inches.

Concrete testing frequency should be performed according to project specifications and/or the structural engineer's requirements.

5 BASIS OF RECOMMENDATIONS

The analyses and recommendations submitted in this report are based upon the borehole completed during the subsurface investigation and with general site familiarity. Often, variations occur within the subgrade, the nature and extent of which do not become evident until additional exploration or construction is conducted. Pioneer recommends geotechnical involvement be continued throughout the project to ascertain the recommendations presented herein (Geotechnical Report) have been properly interpreted both during design and construction. These services will reduce potential for misinterpretation of geotechnical design recommendations. Pioneer also recommends a geotechnical engineer be notified during the construction phase to evaluate the foundation soil and verify its resemblance to that encountered during the site investigation.

This report is based on Pioneer's understanding of the preliminary design associated with the proposed Edwards Retaining Wall Repair.

This report is for the exclusive use of CWG and their design team. In the absence of Pioneer's written approval, Pioneer makes no representation and assumes no responsibility to other parties regarding this report. The data, analyses, and recommendations may not be appropriate for other structures or purposes. Other parties contemplating other structures or purposes should contact Pioneer. If you are not a designated or authorized recipient, further review, dissemination, distribution, or copying of this report is strictly prohibited.

Services performed by Pioneer's personnel for this project have been conducted with the level of care and skill ordinarily exercised by members of the profession currently practicing in this area under similar budget and time restraints. No warranty, expressed or implied, is made.

Professional Certification

I hereby certify that this report was prepared by me and that I am a duly Licensed Professional Engineer under the laws of the State of Montana.



Michael Browne, P.E.
Geotechnical Engineer

Sean Harris, E.I.
Geotechnical Engineer

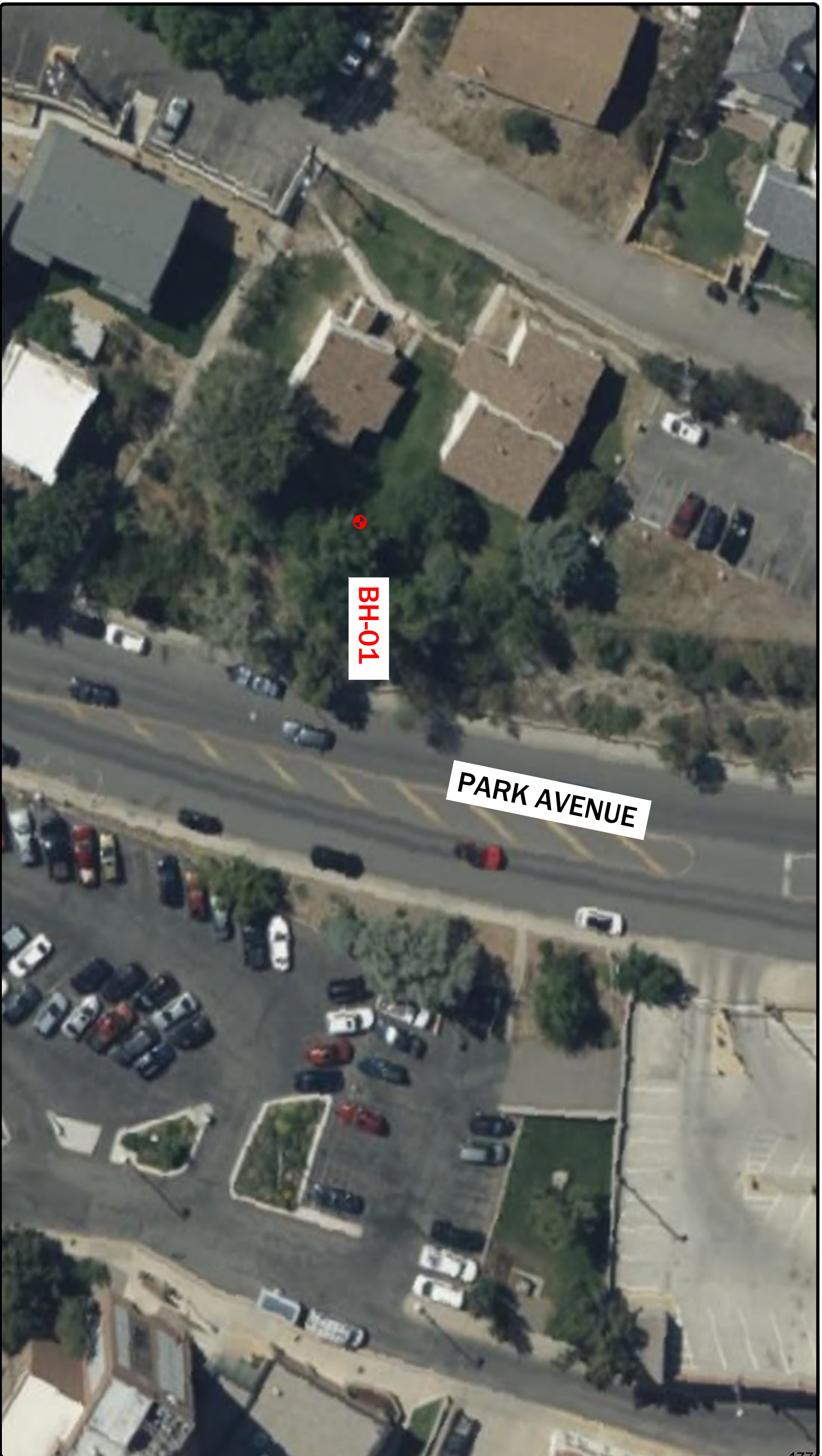
6 REFERENCES

- AWWA, 2010. Polyethylene Encasement for Ductile-Iron Pipe Systems, American Water Works Association, AWWA Standard, ANSI/AWWA C105/A21.5-10. October 1, 2010.
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- MBMG, 2017. Geologic Map of the Helena Valley, West-Central Montana, Open File Report 689. Montana Bureau of Mines and Geology, Michael C. Stickney, Susan M. 2017.
- MBMG, 2024. Montana Bureau of Mines and Geology Ground Water Information Center. [Montana's Ground Water Information Center 2024 \(mtech.edu\)](https://mtech.edu/groundwater). October 2024.
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Figures

Figure 1. Edwards Retaining Wall Geotechnical Site Plan

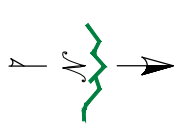
Figure 2. Edwards Retaining Geotechnical Design Typical Section



BOREHOLE LOCATION MARKER

BH-01

PARK AVENUE



COORD SYS / ZONE:	MSP
DATUM:	NAD83
UNITS:	International Feet
SOURCE:	Pioneer

DISPLAYED AS:



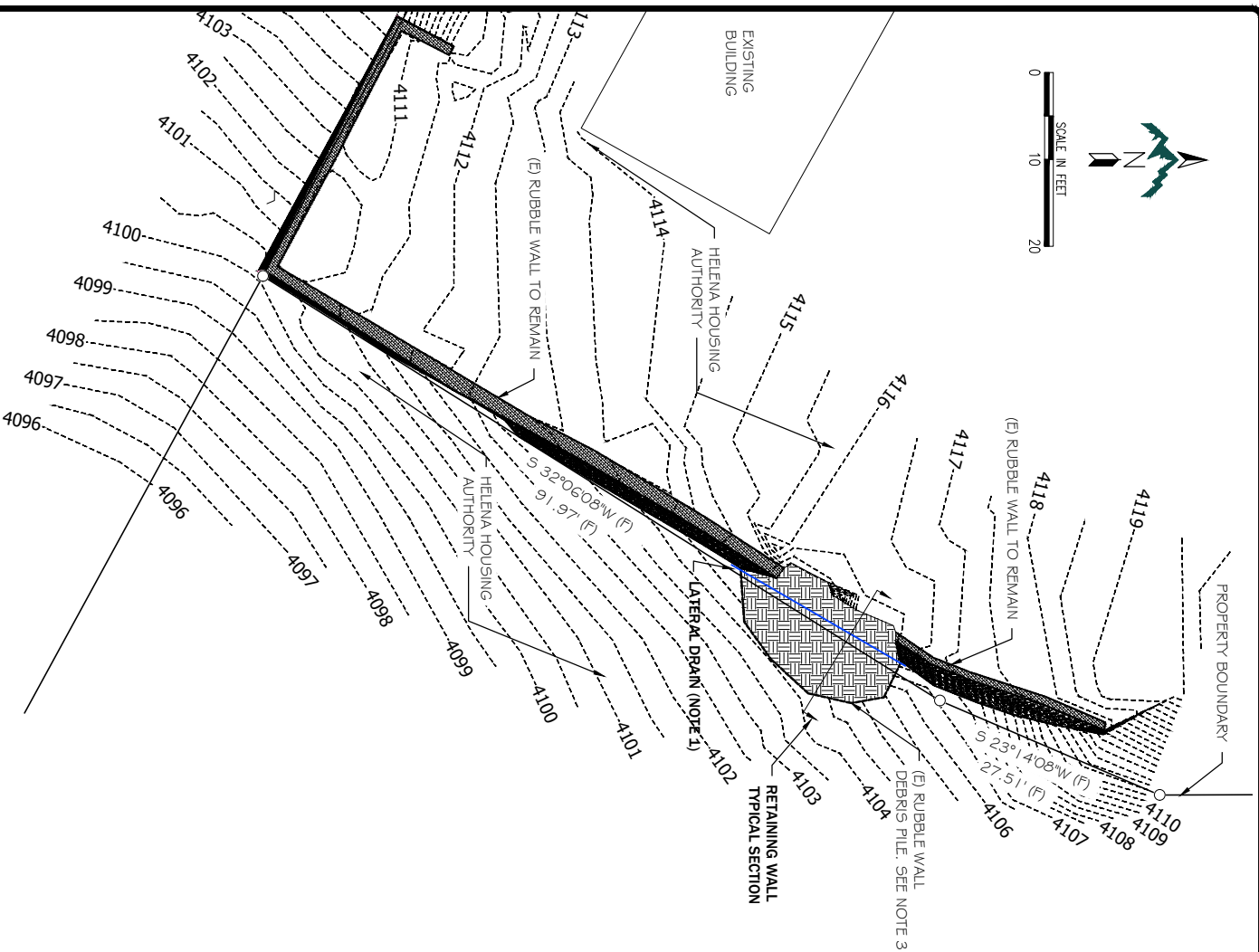
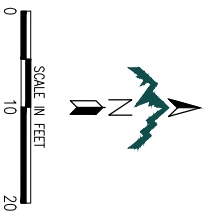
SCALE IN FEET

FIGURE 1



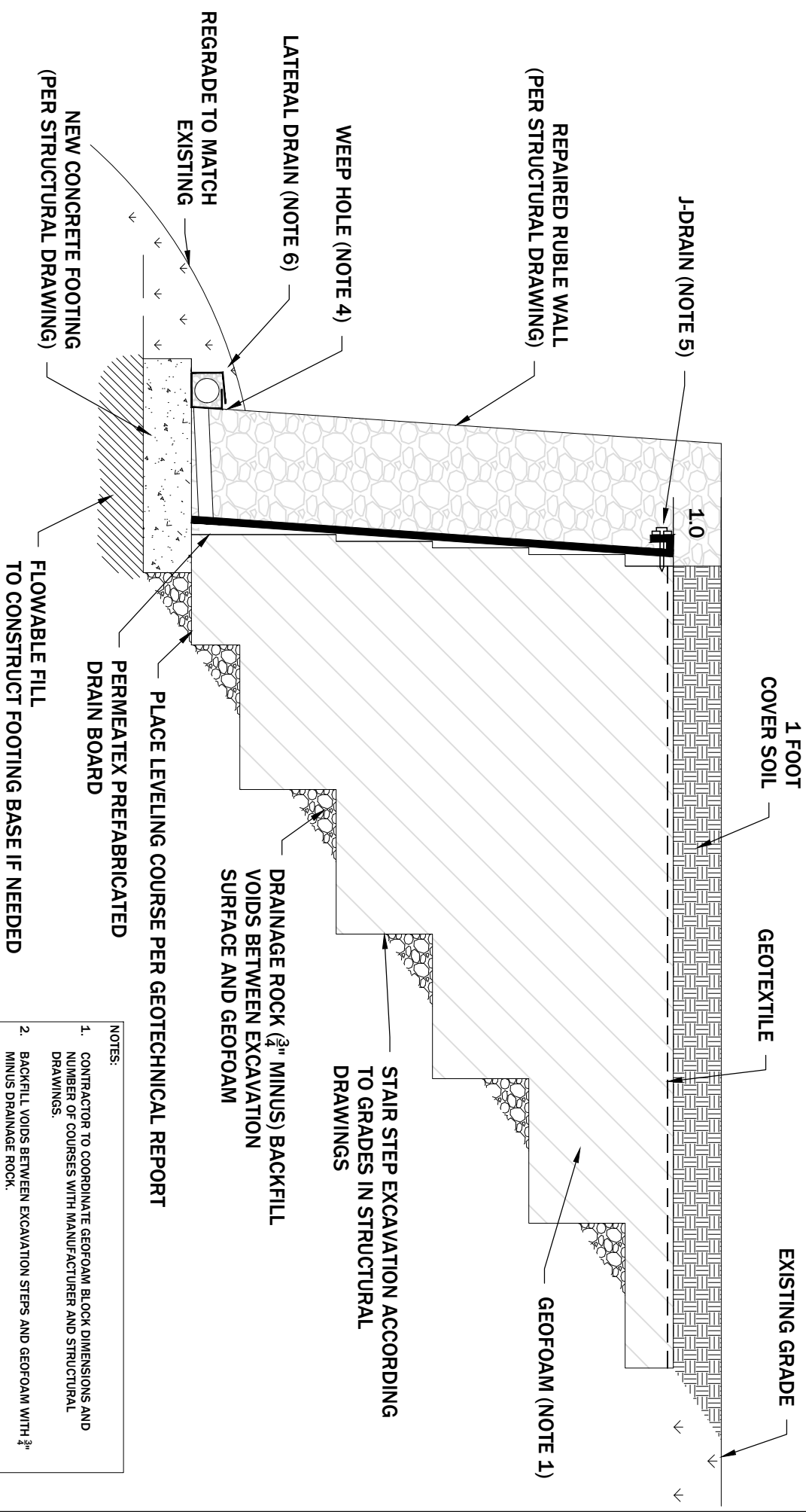
**EDWARDS
RETAINING WALL
GEOTECHNICAL
SITE PLAN**

DATE: 12/4/2024



- NOTES:
1. LATERAL DRAIN SHALL BE CONSTRUCTED AT BASE OF RECONSTRUCTED RETAINING WALL. GRADE TO DRAIN AND DAYLIGHT ON SOUTH END OF REPAIRED WALL. DRAIN SHALL BE FULLY POSITIONED ON HHA PROPERTY. NORTH END OF DRAIN SHALL BE CAPPED. SOUTH (DAYLIGHT) END OF DRAIN SHALL BE COVERED IN $\frac{3}{4}$ " X $\frac{3}{4}$ " STAINLESS STEEL MESH AND SECURED TO DRAIN WITH TWO PIPE CLAMPS.
 2. TOPOGRAPHY AND PROPERTY BOUNDARIES PER RIES & ASSOCIATES P.C.

EXISTING CONDITIONS WITH LATERAL DRAIN PLAN VIEW



REPAIRED RETAINING WALL TYPICAL SECTION

1
N.T.S.

- NOTES:
1. CONTRACTOR TO COORDINATE GEOFOAM BLOCK DIMENSIONS AND NUMBER OF COURSES WITH MANUFACTURER AND STRUCTURAL DRAWINGS.
 2. BACKFILL VOIDS BETWEEN EXCAVATION STEPS AND GEOFOAM WITH $\frac{3}{4}$ " MINUS DRAINAGE ROCK.
 3. FIGURE IS INTENDED FOR INFORMATIONAL PURPOSES. IF DISCREPANCIES ARE NOTED BETWEEN FIGURE AND STRUCTURAL DRAWINGS, THE STRUCTURAL DRAWINGS SHALL GOVERN CONSTRUCTION.
 4. CONSTRUCT 3" DIAMETER WEEP HOLES THROUGH RUBBLE WALL. POSITION MAXIMUM 6" ABOVE BASE OF WALL. PLACE WEEP HOLES AT 4' ON CENTER.
 5. REMOVE J-DRAIN CORE COVERING WEEP HOLE DIMENSIONS. TERMINATE J-DRAIN AT TOP OF GEOFOAM. SEE GEOTECH REPORT APPENDIX D FOR MANUFACTURER DETAIL SHEET.
 6. LATERAL PERFORATED 4" HDPE OR PVC DRAIN. BURRITO WRAPPED IN GEOTEXTILE WITH DRAINAGE ROCK ($\frac{3}{4}$ " MINUS WASHED GRAVEL).

FIGURE 2

COORD SYS/ZONE: DISPLAYED AS:
 DATUM:
 UNITS:
 SOURCE:



EDWARDS
 RETAINING WALL
 TYPICAL SECTION











DATE: FEBRUARY 2025

Appendix A



Borehole Log

GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

SS: 	Split Spoon - 1-3/8" I.D., 2" O.D., unless otherwise noted	CA: 	Casing Advancer
ST: 	Thin-Walled Tube - 3" O.D., unless otherwise noted	DA: 	Drill Auger
CB: 	California Sampler - 2" I.D., 2.5" O.D., unless otherwise	HA: 	Hand Auger
DB: 	noted Diamond Bit Coring - 4", NX, unless otherwise noted	RB: 	Rock Bit
BS: 	Bulk Sample or Auger Sample	GS: 	Grab Sample

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value". The field blow counts are reported for each 6-inch interval, or portion thereof if greater than 50 blows are required to advance the full 6-inch interval. For over-sized split spoon samplers, non-standard hammers, or non-standard drop heights, the field penetration values are reported on the bore log. The values must be corrected to obtain the N-value.

WL: Water Level	WS: While Sampling	NE: Not Encountered
WCI: Wet Cave in	WD: 	
DCI: Dry Cave in	BCR: Before Casing Removal	
AB: After Boring	ACR: 	

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION: Soil classification is based on the Unified Soil Classification System, Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: gravel or sand. Cobbles and boulders are not part of the USCS system but are included, when present, as percentages. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; depending on their plasticity, they are described as clays or silts. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

CONSISTENCY OF FINE-GRAINED SOILS

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>
< 500	< 2	Very Soft
500 - 1,000	2 - 4	Soft
1,001 - 2,000	5 - 8	Medium Stiff
2,001 - 4,000	9 - 15	Stiff
4,001 - 8,000	16 - 30	Very Stiff
8,000 +	30 +	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>California Barrel (CB) Blows/Ft.</u>	<u>Relative Density</u>
0 - 4	0 - 6	Very Loose
5 - 10	7 - 18	Loose
11 - 30	19 - 58	Medium Dense
31 - 50	59 - 98	Dense
50 +	99 +	Very Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 15
With	15 - 29
Modifier	> 30

USCS* GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75 mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

*For AASHTO grain size the #4 sieve is replaced with the #10 sieve

RELATIVE PROPORTIONS OF FINES

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 5
With	5 - 12
Modifiers	> 12

PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-Plastic	0
Slightly	1 - 5
Low	6 - 10
Medium	11 - 20
High	21 - 40
Very Highly	> 40



UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A

				Soil Classification	
				Group Symbol	Group Name ^B
Coarse Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines	$Cu \geq 4$ and $1 \leq Cc \leq 3$	GW	Well-graded Gravel ^F
		Gravels with Fines More than 12% fines	$Cu < \text{and/or } 1 > Cc > 3$	GP	Poorly graded gravel ^F
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines	Fines classify as ML or MH	GM	Silty Gravel ^{F,G,H}
		Sands with Fines More than 12% fines	Fines classify as CL or CH	GC	Clayey Gravel ^{F,G,H}
		Clean Sands Less than 5% fines	$Cu \geq 6$ and $1 \leq Cc \leq 3$	SW	Well-graded Sand ^I
		Sands with Fines More than 12% fines	$Cu < 6$ and/or $1 > Cc > 3$	SP	Poorly graded Sand ^I
Fine-Grained Soils 50% or more passes the No. 200 sieve	Silts and Clays Liquid limit less than 50	inorganic	$PI > 7$ and plots on or above "A" line	CL	Lean Clay ^{K,L,M}
		inorganic	$PI < 4$ or plots below "A" line	ML	Silt ^{K,L,M}
		organic	Liquid limit - oven dried < 0.75	OL	Organic Clay ^{K,L,M,N}
		organic	Liquid limit - not dried < 0.75	OL	Organic Silt ^{K,L,M,Q}
	Silts and Clays Liquid Limit 50 or more	inorganic	PI plots on or above "A" Line	CH	Fat Clay ^{K,L,M}
		inorganic	PI plots below "A" line	MH	Elastic Silt ^{K,L,M}
		organic	Liquid limit - oven dried < 0.75	OH	Organic Clay ^{K,L,M,P}
		organic	Liquid limit - not dried < 0.75	OH	Organic Silt ^{K,L,M,Q}
Highly organic soils	Primarily organic matter, dark in color, and organic odor			PT	Peat

^A Based on the material passing the 3-in. (75-mm) sieve

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$E \quad Cu = D_{60} / D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200, predominantly sand, add "sandy" to group name.

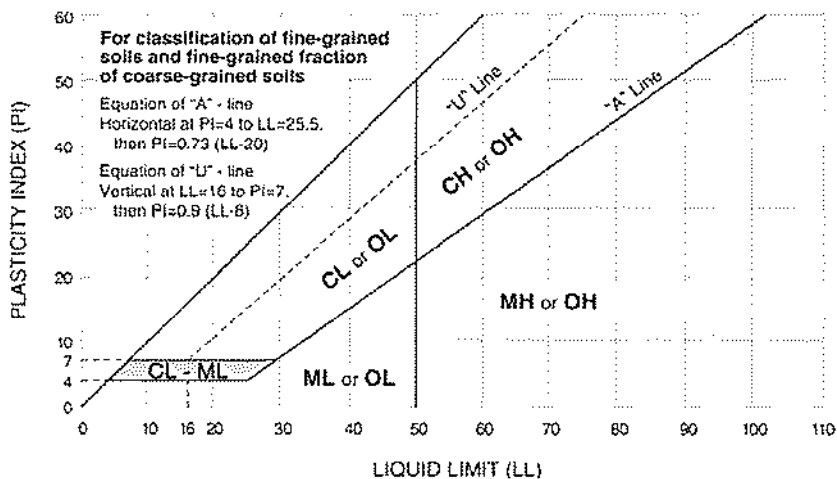
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



LOG OF BORING



Boring BH-01

Project: HHA Edwards Wall		Rig: 7822DT	Boring Location: N 862,700.7 ft	Station:
Project Number:		Hammer: Auto	Coordinates: E 1,330,149.0 ft	Offset:
UPN:		Boring Diameter: 7"	System: MT S.P. (E)	Top of Boring Elevation: 4116 ft
Date Started: 8/30/24	Date Finished: 8/30/24	Drilling Fluid: None	Location Source: Handheld GPS, Uncorrected	Elevation Source: Plans
Driller: N. Farley		Abandonment Method: Backfilled with Cuttings	Township Range and Section:	
Logger: S. Harris				

Depth (ft)	Elev. (ft)	Operation	Sample Type	Recovery (%)	RQD (%)	Blow Count	Lithology	Material Description	Depth (ft)	MC (%)	LL	PL	-200 (%)	DD	Remarks and Other Tests	
5	4111.0			80		8 - 5 - 2	[Hatched Pattern]	TOPSOIL, (SM).	1.0	7						
								Clayey SAND (SC), loose, black. Organic; trace roots.	4.0							
				70		2 - 4 - 2		Clayey SAND with gravel (SC), loose, moist, grayish brown, fine to coarse grained, subangular. Traces of limestone.		6	26	17				
10	4106.0			90		4 - 4 - 3			10			15				
									12.5						Auger refusal at 12.5'	

Boring Depth: 12.5 ft, Elevation: 4103.5 ft

Water Level Observations	<input type="checkbox"/> During Drilling: Not Encountered <input type="checkbox"/> After Drilling:	Remarks:
<input type="checkbox"/> After Drilling:	<input type="checkbox"/> After Drilling:	

(2) MDT LOG OF BORING - MDT_REVISED_2009+(CPT_IMPORT).GDT - 12/5/24 11:15 - C:\USERS\SHARRIS\PIONEER\TECHNICAL SERVICES\PIONEER\GEOTECH - HHA EDWARDS\RETAININGWALL - 2024\LOGS\HHA EDWARDS\RETAININGWALL.GPJ

Appendix B

Photograph Log



Picture # 1: Drill Rig Location



Picture # 2: BH-01 SPT 0-1.5 ft.



Picture # 3: BH-01 SPT 5-6.5 ft

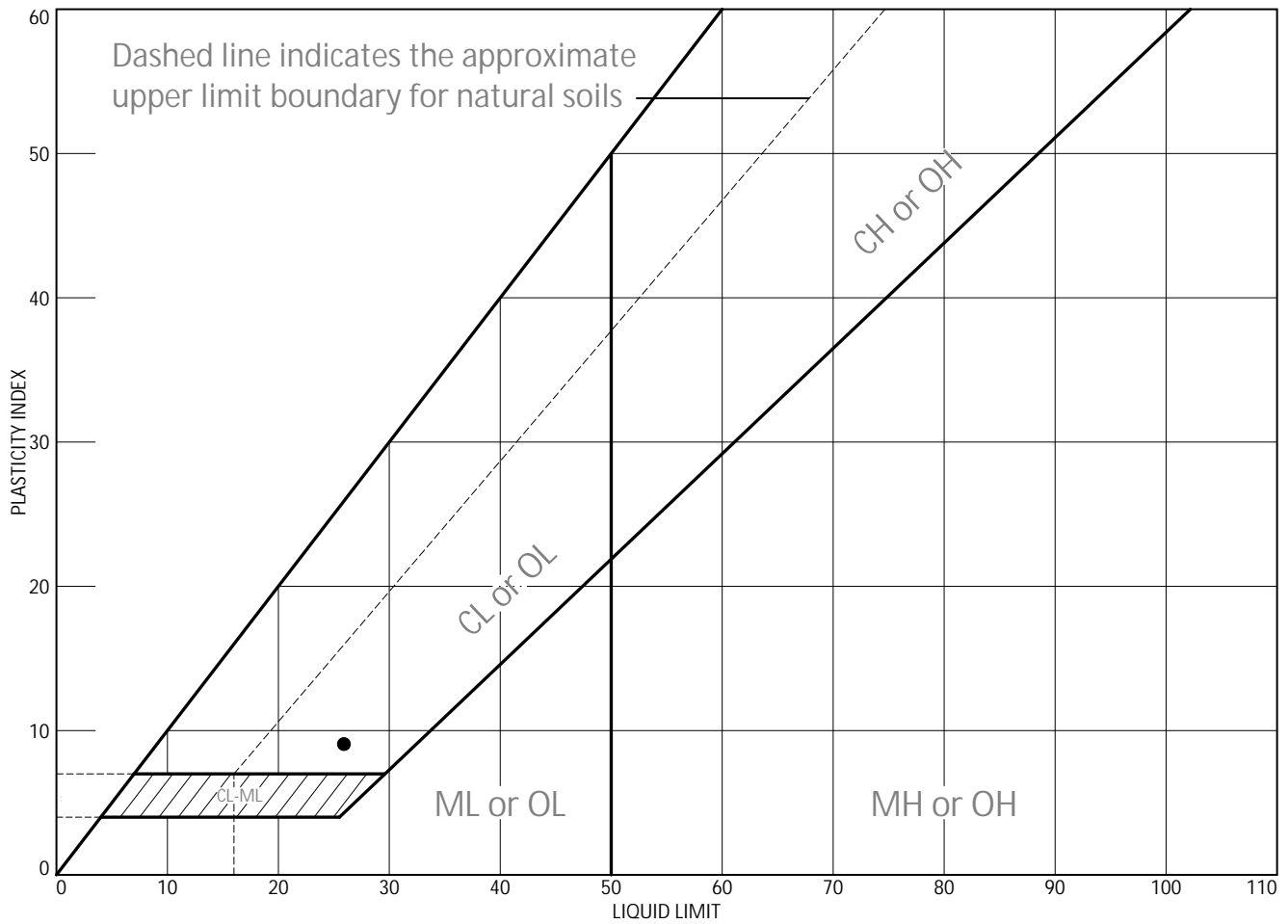


Picture # 4: BH-01 SPT 10-11.5'

Appendix C

Laboratory Data

LIQUID AND PLASTIC LIMITS TEST REPORT



MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
BH-01	26	17	9			SC

Project No. 2024079 Client: CWG Architecture + Interiors
 Project: Edwards Retaining Wall
 Location: BH-01 Depth: 5-6.5' Sample Number: 30632

Remarks:



Figure

Tested By: DB

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0	0	29	30	16	10	8	7

SIEVE SIZE OR DIAMETER	PERCENT FINER	SPEC. * PERCENT	PASS? (X=NO)
3/4"	100		
1/2"	91		
3/8"	88		
#4	71		
#10	41		
#20	30		
#40	25		
#60	21		
#100	19		
#140	17		
#200	15		
0.0353 mm.	11		
0.0252 mm.	9.6		
0.0226 mm.	9.6		
0.0131 mm.	9.0		
0.0094 mm.	8.4		
0.0067 mm.	7.4		
0.0034 mm.	6.5		
0.0014 mm.	5.4		

Soil Description

clayey sand with gravel

PL=	<u>Atterberg Limits</u>	LL=	PI=
<u>Coefficients</u>			
D ₉₀ = 12.0736	D ₈₅ = 8.3266	D ₆₀ = 3.4694	
D ₅₀ = 2.6774	D ₃₀ = 0.8682	D ₁₅ = 0.0694	
D ₁₀ = 0.0314	C _u = 110.41	C _c = 6.91	

Classification

USCS= SC AASHTO=

Remarks

F.M.=3.95

* (no specification provided)

Location: BH-01
Sample Number: 30633

Depth: 10-11.5'

Date:



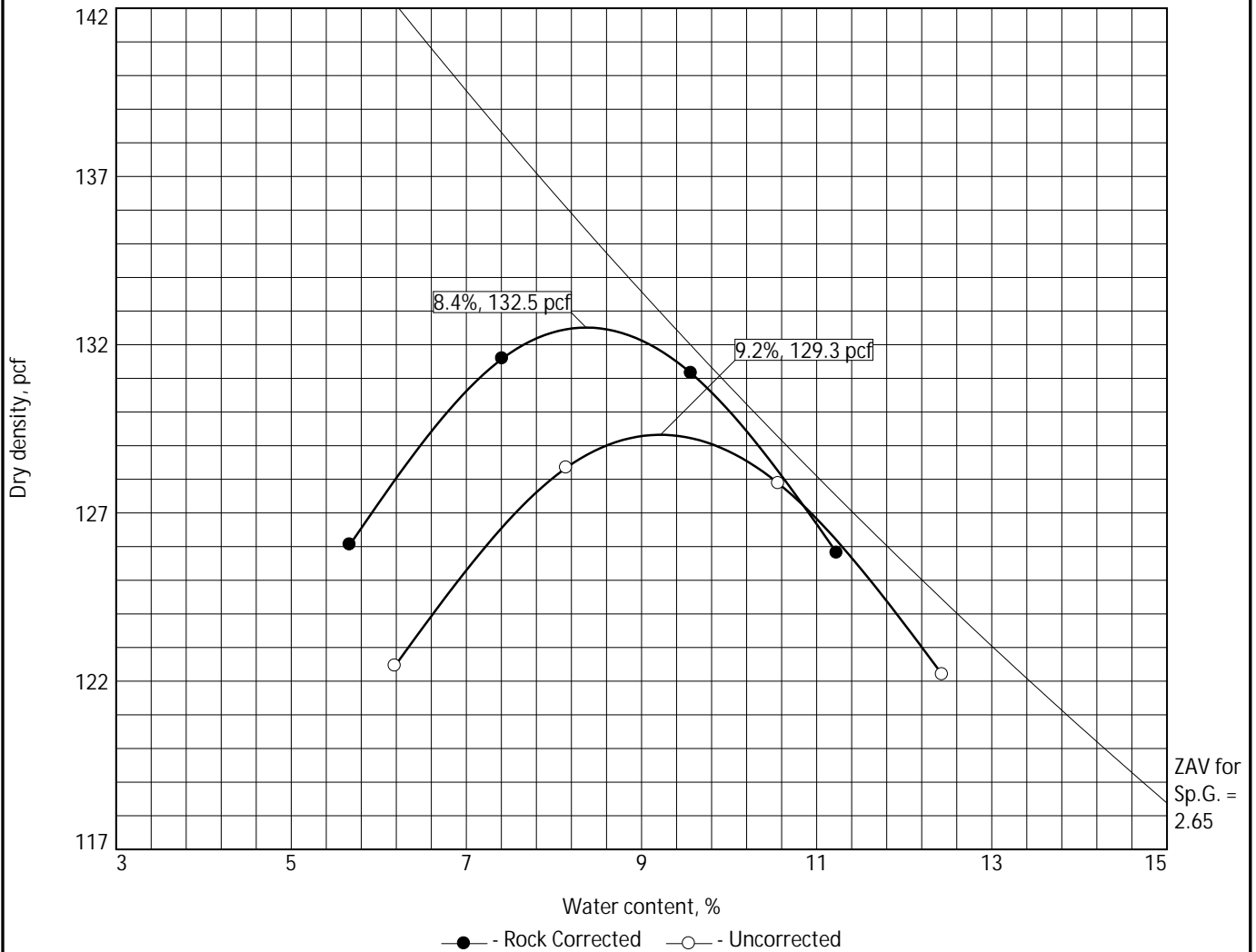
Client: CWG Architecture + Interiors
Project: Edwards Retaining Wall

Project No: 2024079

Figure

Tested By: TJ _____

COMPACTION TEST REPORT



Test specification: ASTM D 1557-12 Method B Modified
 ASTM D4718-15 Oversize Corr. Applied to Each Test Point

Elev/ Depth	Classification		Nat. Moist.	Sp.G.	LL	PI	% > 3/8 in.	% < No.200
	USCS	AASHTO						
2-10'				2.65			11	

ROCK CORRECTED TEST RESULTS	UNCORRECTED	MATERIAL DESCRIPTION
Maximum dry density = 132.5 pcf	129.3 pcf	BH-01
Optimum moisture = 8.4 %	9.2 %	

Project No. 2024079 Client: CWG Architecture + Interiors Project: Edwards Retaining Wall Date: _____ Location: BH-01 Sample Number: 30634	Remarks:
--	----------



Figure

Tested By: TJ _____



1315 Cherry, Helena, MT 59601
(406)449-6282

Client: **Pioneer Technical Services**

Date Reported: 09-Sep-24

Sample ID: BH-01 Depth 2-10

Project ID: HHA Edwards Wall

Chain of Custody #: 49

Laboratory ID: 06K143	Date / Time Sampled: 04-Sep-24
Sample Matrix: Soil	Date / Time Received: 05-Sep-24 @ 08:50

Parameter	Result	PQL	Analyzed		Method
			Date/Time	By	Reference
Soluble Sulfate, %	0.0030	0.00005	06-Sep-24 @ 13:17	CE	EPA 300.0
pH, s.u.	8.01	0.01	06-Sep-24 @ 12:25	CE	MT 232-04

Comments:

PQL - Practical Quantitation Limit

References:

Methods for Chemical Analysis of Water and Wastes, US EPA, 600/4-79-020
Method of Sampling and Testing MT232-04, *Soil Corrosion Test* (Montana Method).

Reviewer: CE

Appendix D

Geofoam Product Data and Specifications

GEOFOAM NO. 5001

SUBJECT: UNDERSTANDING ASTM STANDARDS FOR GEOFOAM

DATE: JANUARY 2003 (REVISED JANUARY 2019)

ASTM D6817, “Standard Specification for Rigid Cellular Polystyrene Geofoam” was published by ASTM late in 2002. This standard was developed through the ASTM consensus process with input from researchers, third party agencies, users, general interest members, and manufacturers of geotechnical products.

ASTM D6817 addressed the need for a standard which is suitable for geofoam applications. Until this standard was issued, specifiers of expanded polystyrene products for geotechnical applications had to rely on ASTM C578, “Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.” ASTM C578 provides information on thermal insulation and not geotechnical applications. Of particular note, the compressive resistance in ASTM C578 is listed at 10% deformation, a level that is not suitable for geotechnical load bearing applications.

ASTM D6817 provides the compressive resistance at 1% deformation for Geofoam. The compressive resistance at 1% deformation is often used in the design of geofoam projects. ASTM D6817 also includes the non mandatory 5% and 10% compressive resistance values as some specialty applications are designed to deform under loading.

ASTM D6817 provides a standard on which to specify the performance of geofoam.

The attached table outlines a few key physical properties of R-Shield Geofoam in accordance with ASTM D6817, “Standard Specification for Rigid Cellular Polystyrene Geofoam” compared to R-Shield insulation in accordance with ASTM C578, “Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation”.

This table outlines a few key physical properties of R-Shield Geofoam in accordance with ASTM D6817, "Standard Specification for Rigid Cellular Polystyrene Geofoam" compared to R-Shield Insulation in accordance with ASTM C578, "Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation".

Product	R-SHIELD GEOFOAM 12	R-SHIELD GEOFOAM 15	R-SHIELD GEOFOAM 19	R-SHIELD GEOFOAM 22	R-SHIELD GEOFOAM 29	R-SHIELD GEOFOAM 39	R-SHIELD GEOFOAM 46	R-SHIELD RIGID INSULATION 50	R-SHIELD RIGID INSULATION 100	R-SHIELD RIGID INSULATION 130	R-SHIELD RIGID INSULATION 150	R-SHIELD RIGID INSULATION 250	R-SHIELD RIGID INSULATION 400	R-SHIELD RIGID INSULATION 600
ASTM D6817 ¹ Compliance, Type	EPS12	EPS15	EPS19	EPS22	EPS29	EPS39	EPS46							
ASTM C578 ² Compliance, Type								XI	I	VIII	II	IX	XIV	XV
Density ^{1,2} , min., ASTM C303	lb/ft ³ (kg/m ³) 0.70 (11)	0.90 (15)	1.15 (18)	1.35 (22)	1.80 (29)	2.40 (38)	2.85 (46)	0.70 (12)	0.90 (15)	1.15 (18)	1.35 (22)	1.80 (29)	2.40 (38)	3.0 (48)
Compressive Resistance @1% deformation ¹ , min., ASTM D1621	psi (kPa) 2.2 (15)	3.6 (25)	5.8 (40)	7.3 (50)	10.9 (75)	15.0 (103)	18.6 (128)							
Compressive Strength @10% ² , min., ASTM D1621	psi (kPa)							5 (35)	10 (69)	13 (90)	15 (104)	25 (173)	40 (276)	60 (414)
R-value ² , Thermal Resistance, per inch, ASTM C518	°F·ft ² h/Btu (°K·m ² /W)							3.2 (0.56)	3.9 (0.68)	3.9 (0.69)	4.2 (0.73)	4.4 (0.77)	4.4 (0.77)	4.5 (0.78)
Flexural Strength ^{1,2} , min. ASTM C203	psi (kPa) 10 (69)	25 (172)	30 (207)	35 (240)	50 (345)	60 (414)	75 (517)	10 (69)	25 (173)	30 (208)	35 (242)	50 (345)	60 (414)	75 (517)
Oxygen Index ^{1,2} , min.	vol. % 24	24	24	24	24	24	24	24	24	24	24	24	24	24

¹ Please refer to ASTM D6817 specification for complete information.
² Please refer to ASTM C578 specification for complete information.

GEOFOAM NO. 5002

SUBJECT: UNDERSTANDING SAMPLE SIZE FOR GEOFOAM TESTING

DATE: JANUARY 2003 (REVISED JANUARY 2019)

R-Shield® has long published performance values for R-Shield Geofoam with respect to compressive resistance.

R-Shield conducts tests on Geofoam for compressive resistance properties using ASTM D1621 “Test Method for Compressive Properties of Rigid Cellular Plastics.” Prior to 2002, the tests were conducted on twelve inch cubes samples. This large size was selected to coincide with the large Geofoam blocks used for most geotechnical applications.

The development of ASTM D6817 (see Technical Bulletin Geofoam no. 5001) for Geofoam has led to standardization in the testing of samples. Prior to the development of ASTM D6817, an industry consensus on the testing of samples for compressive resistance properties was not available. **Two inch cube samples are specified by ASTM D6817.** The relatively small size of the two inch cube sample is to accommodate most geotechnical test facilities, many of which are not capable of testing larger samples.

R-Shield has conducted testing in accordance with ASTM D1621 “Test Method for Compressive Properties of Rigid Cellular Plastics” using two inch cube samples. The results of these test for R-Shield Geofoam shows full compliance with the ASTM D6817 requirements.

A review of the values contained in the table below show that the R-Shield Geofoam appears stronger when tested in twelve inch cubes versus two inch cubes. The testing of two inch cubes creates a significantly greater proportion of cut edges which slightly reduce compressive resistance performance.

In addition to the sample size, results for the testing of geofoam are dependent upon the loading rate of the test. The ASTM D6817 testing specifies that the samples should be tested at a loading rate equal to 10 percent strain per minute. All R-Shield geofoam testing has been conducted at this loading rate.

R-Shield supports the publishing of compressive resistance values related to geofoam on 2 inch cube samples loaded at a 0.2 inches per minute as specified in ASTM D6817.

R-SHIELD GEOFOAM PROPERTIES							
PRODUCT							
		12	15	19	22	29	39
Compressive Resistance ¹ @ 1% deformation, min.	psi	2.2	3.6	5.8	7.3	10.9	15.0
	psf (kPa)	320 (15)	520 (25)	840 (40)	1050 (50)	1570 (75)	2160 (103)
Compressive Resistance ² @ 1% deformation, min.	psi	3.2	4.6	6.2	8.3	11.9	16.0
	psf (kPa)	460 (22)	660 (32)	892 (43)	1200 (57)	1710 (82)	2300 (110)
ASTM D6817 Compliance, Type		EPS12	EPS15	EPS19	EPS22	EPS29	EPS39

¹ ASTM D1621-00 using 2" (50mm) cubes.

² ASTM D1621-00 using 12" (305mm) cubes.

GEOFOAM NO. 5003

SUBJECT: UNDERSTANDING ASTM D7180 - STANDARD GUIDE FOR USE OF EXPANDED POLYSTYRENE (EPS) GEOFOAM IN GEOTECHNICAL PROJECTS

DATE: SEPTEMBER 2005 (REVISED JANUARY 2019)

R-Shield® Geofoam is manufactured in conformance to ASTM D6817, “Standard Specification for Rigid Cellular Polystyrene Geofoam”. This standard covers the material properties for Geofoam but does not provide any guidance on the use of Geofoam.

In order to provide this important design guidance, ASTM has created a baseline of information that is relevant to the use of Geofoam and has published a new ASTM standard guide. ASTM D7180, “Standard Guide for Use of Expanded Polystyrene (EPS) Geofoam in Geotechnical Projects” gives guidance to the engineering community for the use of Geofoam.

Excerpt from ASTM D7180

1. Scope

1.1 This guide covers some of the basic considerations for the use of expanded polystyrene (EPS) geofoam in geotechnical projects.

1.2 This guide offers a collection of information and does not recommend a course of action. This guide cannot replace education or experience and should be used in conjunction with professional judgment. Not all aspects of this guide may be applicable in all circumstances.

1.3 This guide is not intended to represent or replace the standard of care by which the adequacy of a given professional service must be judged, nor should this guide be applied without consideration of a project's many unique aspects.

1.4 The word “standard” in the title of this guide means only that this guide has been approved through the ASTM International consensus process.

1.5 The values given in SI units are to be regarded as the standard. The values in parentheses are for information only.

1.6 This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.

The standards referenced in this bulletin are copyrighted by ASTM. If you require any of the above reference standards, please visit ASTM at their website, www.astm.org to purchase a copy.

GEOFOAM NO. 5004


SUBJECT: R-VALUES OF GEOFOAM

DATE: SEPTEMBER 2007 (REVISED JANUARY 2019)

R-Shield® Geofoam is manufactured in conformance to ASTM D6817, “Standard Specification for Rigid Cellular Polystyrene Geofoam.” This standard covers the material properties most often required for Geofoam.

However, R-Shield Geofoam is often used in applications which require detailed information of the insulation performance, or R-value. The following Table provides R-value information for

R-Shield Geofoam. The values in the table are based on testing in accordance with ASTM C177, “Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Guarded-Hot-Plate Apparatus,” or ASTM C518, “Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.”

R-SHIELD GEOFOAM PROPERTIES								
PRODUCT								
		12	15	19	22	29	39	46
Density ¹ , min.	lb/ft ³ (kg/m ³)	0.70 (12)	0.90 (15)	1.15 (18)	1.35 (22)	1.80 (29)	2.40 (38)	2.85 (46)
R-value ¹ , Thermal Resistance, per inch, ASTM C518	25°F °F.ft ² .h/Btu (°K.m ² /W)	3.6 (0.63)	4.4 (0.77)	4.5 (0.80)	4.8 (0.84)	5.0 (0.88)	5.0 (0.88)	5.1 (0.90)
	40°F °F.ft ² .h/Btu (°K.m ² /W)	3.4 (0.60)	4.2 (0.73)	4.3 (0.75)	4.6 (0.80)	4.8 (0.84)	4.8 (0.84)	4.9 (0.86)
	75°F °F.ft ² .h/Btu (°K.m ² /W)	3.2 (0.56)	3.9 (0.68)	3.9 (0.69)	4.2 (0.73)	4.4 (0.77)	4.4 (0.77)	4.5 (0.78)
ASTM D6817 Compliance, Type		EPS12	EPS15	EPS19	EPS22	EPS29	EPS39	EPS46

GEOFOAM NO. 5005

SUBJECT: GEOFOAM TESTING FREQUENCY: ASTM D7557

DATE: AUGUST 2009 (REVISED JANUARY 2019)

R-Shield® Geofoam has long supported the ongoing testing of Geofoam samples in accordance with ASTM D6817, “Standard Specification for Rigid Cellular Polystyrene Geofoam”, to ensure specified performance. ASTM D6817 provides the minimum requirements for meeting specific properties, such as compressive resistance and density. However, ASTM D6817 provides no guidance on the frequency of testing of Geofoam samples to ensure ongoing compliance with the specified minimum properties.

A new standard, ASTM D7557, “Standard Practice for Sampling of Expanded Polystyrene Geofoam Specimens”, has been published to provide guidance on the recommended testing frequency for Geofoam. The Standard Practice provides guidance on the location, frequency, and method of sampling representative specimens from large blocks of Geofoam. The key item included in ASTM D7557 is the frequency of the testing. The table below shows testing schedule when following ASTM D7557.

R-SHIELD GEOFOAM SAMPLING FREQUENCY		
Initial Sample	Ongoing Sample	
1 block from first lot	1 block per each 500 m ³ (650 yd ³) for first 2,000 m ³ (2600 yd ³)	1 block per each 2,000 m ³ (2600 yd ³) thereafter

R-Shield supports the ongoing testing of Geofoam in accordance with the frequency specified in ASTM D7557 to ensure ongoing compliance with ASTM D6817.

GEOFOAM NO. 5006

SUBJECT: PROPOSED AASHTO GEOFOAM SPECIFICATION

DATE: APRIL 2010 (REVISED JANUARY 2019)


R-Shield® Geofoam is a cellular plastic material manufactured in block form to meet ASTM D6817, “Standard Specification for Rigid, Cellular Polystyrene Geofoam.” The ASTM D6817 specification is the only consensus based standard available for Geofoam.


However, an alternative proposed Geofoam specification is referenced on some highway/transportation projects. This proposed specification is found in NCHRP publication 529, “Guide-line and Recommended Standard for Geofoam Applications in Highway Embankments”. NCHRP 529 includes a section called “Recommended EPS-Block Geofoam Standard for Lightweight Fill in Road Em-bankments and Bridge Approach Fills on Soft Ground”. The

proposed specification is commonly referred to as the “AASH-TO Geofoam Specification”, although the specification has not been formally published by AASHTO.

The key performance property required in ASTM D6817 and the proposed AASHTO Geofoam Specification is equivalent despite being described with different language. Compressive resistance at 1% in ASTM D6817 is equal to Elastic Limit Stress in the proposed AASHTO specification. Please find below ASTM D6817 Types recommended to meet the proposed AASHTO Geofoam Specification.

The following ASTM D6817 Types are recommended to meet the Proposed AASHTO Geofoam Specification.

PROPOSED AASHTO GEOFOAM SPECIFICATION					
PRODUCT		EPS40	EPS50	EPS70	EPS100
Block Density, min.	lb/ft ³ (kg/m ³)	1.00 (16)	1.25 (20)	1.50 (24)	2.00 (32)
Elastic Limit Stress, min.	psi (kPa)	5.8 (40)	7.2 (50)	10.1 (70)	14.5 (100)
Initial Target, Young’s Modulus	psi (MPa)	580 (4)	725 (5)	1015 (7)	1450 (10)
 recommended		19	22	29	39

ASTM D6817 GEOFOAM SPECIFICATION					
PRODUCT					
		19	22	29	39
Density, min.	lb/ft ³ (kg/m ³)	1.15 (18.4)	1.35 (21.6)	1.80 (28.8)	2.40 (38.4)
Compressive Resistance @ 1% deformation, min.	psi (kPa)	5.8 (40)	7.3 (50)	10.9 (75)	15.0 (103)
Elastic Modulus, min.	psi (mPa)	580 (4)	730 (5)	1090 (7.5)	1500 (10.3)

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GEOFOAM NO. 5007

SUBJECT: GEOFOAM USE ON THE INTERIOR OF BUILDINGS - CODE CONSIDERATIONS

DATE: AUGUST 2010 (REVISED JANUARY 2019)

R-Shield® Geofoam is used extensively as a geotechnical material for a wide range of applications. Examples include road widening, road elevation changes, bridge embankments, and retaining walls. The lightweight and predictable engineering properties of geofoam makes it ideal to solve lightweight fill and lateral load challenges.

In addition to civil engineering applications, geofoam is used on the interior of buildings to solve engineering challenges. An example application of Geofoam used in a building's interior space is to raise the elevation of a concrete slab, while not adding significant additional load. Geofoam provides the solution to this and many other interior applications.

Materials used on and in buildings must conform to the structural and life safety requirements of the International Building Code (IBC). When R-Shield Geofoam is used in building construction, the requirements of Chapter 26-Plastics of the IBC must be met. Although Geofoam is not specifically mentioned in Chapter 26-Plastics, Geofoam is considered a foam plastic. Thus, the requirements for foam plastics insulations applies to Geofoam.

Two key requirements for foam plastic products identified in the 2009 IBC are:

2603.2 Labeling and identification.

Packages and containers of foam plastic insulation and foam plastic insulation components delivered to the job site shall bear the label of an approved agency showing the manufacturer's name, product listing, product identification and information sufficient to determine that the end use will comply with the code requirements.

2603.3 Surface-burning characteristics.

Unless otherwise indicated in this section, foam plastic insulation and foam plastic cores of manufactured assemblies shall have a flame spread index of not more than 75 and a smoke-developed index of not more than 450 where tested in the maximum thickness intended for use in accordance with ASTM E84 or UL 723. Loose fill-type foam plastic insulation shall be tested as board stock for the flame spread and smoke-developed indexes.

IBC Sections 2603.2 and 2603.3 states that geofoam must be covered by a third party agency listing and have been tested in accordance with ASTM E84 or UL 723. In order to meet these requirements, R-Shield Geofoam is covered by an Underwriters Laboratories (UL) third party inspection listing program which provides for UL labeling and testing in compliance with ASTM E84/UL 723.

The requirements for the use of thermal barriers over foam plastics is covered by IBC Section 2603.4:

2603.4 Thermal barrier.

Except as provided for in Sections 2603.4.1 and 2603.9, foam plastic shall be separated from the interior of a building by an approved thermal barrier of 1/2-inch (12.7 mm) gypsum wallboard or equivalent thermal barrier material that will limit the average temperature rise of the unexposed surface to not more than 250°F (120°C) after 15 minutes of fire exposure, complying with the standard time-temperature curve of ASTM E 119 or UL 263. The thermal barrier shall be installed in such a manner that it will remain in place for 15 minutes based on FM 4880, UL 1040, NFPA 286 or UL 1715. Combustible concealed spaces shall comply with Section 717.

This section from the IBC makes it clear that Geofoam must be separated from the interior of the building by 1/2 in. gypsum board or a similar material.

A leading fire protection consulting firm was contracted to provide guidance on this IBC issue. The result is that the protection of the Geofoam from potential fire exposure is the primary concern.

Due to the applications of Geofoam potentially using greater thicknesses than foam plastics applied for general insulation uses, the thermal barrier protection recommendations for R-Shield Geofoam are as follows:

- 1. A minimum of 1.0-inch thick concrete, concrete masonry or brick, or**
- 2. A minimum of two layers of 5/8 inch thick, Type X gypsum wallboard, or**
- 3. Equivalent type of protection.**

These minimum protection recommendations provide more than the 15-minute thermal barrier protection and will prevent ignition of the Geofoam for a time period greater than that required by the building Code.

In further support of Geofoam interior applications subject to building code compliance, R-Shield Geofoam has been recognized in UL Evaluation Report ER40361-01. ER40361-01 recognizes both the IBC surface burning characteristics and the structural performance of R-Shield Geofoam in accordance with ASTM D6817, “Standard Specification for Rigid Cellular Polystyrene Geofoam”.

GEOFOAM NO. 5008

SUBJECT: CHEMICAL EXPOSURE

DATE: FEBRUARY 2011 (REVISED JANUARY 2019)

R-Shield® Geofoam is used in a wide variety of applications. There may be instances in applications where the R-Shield Geofoam is subjected to chemical exposure. This can be by either direct exposure to the chemicals or to their chemical vapors. Exposure to chemicals most commonly occurs during the installation process or as the result of a contaminated site conditions after the R-Shield Geofoam is in place.

The attached table provides general guidance for the resistance of R-Shield Geofoam to a number of chemicals. The table is intended to provide a preliminary guide, but does not guarantee long term performance of R-Shield Geofoam when in contact with the listed or any other chemicals.

It is recommended that laboratory tests modeled to represent chemical exposure in end use conditions be conducted to assure efficacy of the R-Shield Geofoam.

When the exposure of R-Shield Geofoam to any harmful chemicals is a possibility or in doubt, the protection of R-Shield Geofoam by means of an appropriate barrier material is required.

Rating: Overall chemical exposure performance is noted by a rating symbol.

S = Satisfactory M = Marginal *U = Unsatisfactory

Chemical	Rating
Acetic Acid (5%)	S
Acetic Acid (10%)	M
Acetone	U
Ammonia	S
Benzene	U
Butly Alcohol	S
Citric Acid (10%)	S
Citric Acid (20%)	M
Detergents	M
Diesel Fuel	U
Ethyl Acetate (98%)	U
Ethyl Alcohol (95%)	M
Ethylene Glycol	S
Gasoline	U
Hexane	U
Hydrochloric Acid (10%)	S
Hydrochloric Acid (38%)	M
Hydrochloric Acid (100%)	U
Hydrogen Peroxide (30%)	S
Isopropyl Alcohol	M

Chemical	Rating
Kerosene	U
Methyl Alcohol	M
Methyl Ethyl Ketone	U
Mineral Oil	S
Motor Oil	M
Nitric Acid (20%)	U
Paint Thinner	U
Petroleum Jelly	S
Potassium Hydroxide (%30)	S
Propyl Alcohol	M
Propylene Glycol	S
Sodium Chloride (saturated)	M
Sodium Hypochlorite (15%)	S
Sodium Hydroxide (40%)	S
Sulphuric Acid (50%)	S
Sulphuric Acid (96%)	S
Toluene	U
Turpentine	U
Water (salt/sea)	S
Xylene	U

* R-Shield Geofoam must be protected by an appropriate barrier material if there is a potential of exposure to these chemicals.

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GEOFOAM NO. 5009

SUBJECT: GEOFOAM FRICTION

DATE: MARCH 2011 (REVISED JANUARY 2019)

R-Shield® Geofoam is manufactured in conformance to ASTM D6817, “Standard Specification for Rigid Cellular Polystyrene Geofoam.” This standard covers the material properties of Geofoam that are most often required for project design. However, R-Shield Geofoam is often used in applications which require additional information of the friction resistance between layers of Geofoam blocks.

Various researchers have conducted tests following the general procedures of ASTM D5321, “Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method” to determine the friction coefficient/friction angle for Geofoam.

The range of friction coefficient values generally reported for Geofoam to Geofoam range from 0.7 to 1.0¹.

The range of friction angle values generally reported for Geofoam to Geofoam for peak and residual shear resistance range from 32 to 48 degrees and from 27 to 35 degrees respectively.

There is a large variability in results since there is no industry standard testing conditions for sample size, surface roughness, displacement rate, and normal stress levels.

Based upon these results, researchers generally recommend an Geofoam/Geofoam friction coefficient of approximately 0.6 or an equivalent friction angle of 31 degrees for preliminary design.

References

1. http://geofoam.syr.edu/GRC_i15.asp
2. NCHRP Report 529, “Guideline and Recommended Standard for Geofoam Applications in Highway Embankments”, Transportation Research Board, 2004

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GEOFOAM NO. 5010

SUBJECT: MEMBRANE SUPPLIERS

DATE: JUNE 2012 (REVISED JANUARY 2019)

R-Shield® Geofoam is often used in applications where a designer has specified the use of a geomembrane. Geomembranes are commonly used to provide waterproofing when geofoam is used in a building application or to provide resistance to hydrocarbons in transportation applications.

When a geomembrane is specified, the requirements for the geomembrane must be well understood to ensure the proper selection of membrane is made as a wide range of materials are available. Please contact the geomembrane manufacturers directly for product selection, suitability to meet project requirements, geofoam compatibility, and installation recommendations.

The following list of geomembrane suppliers is provided as a courtesy to R-Shield Geofoam users and is not necessarily exhaustive.

Agru America, Inc

www.agruamerica.com

843-546-0600

Carlisle SynTec Inc

www.carlislegeomembrane.com

800-479-6832

Cooley/Group

www.cooleygroup.com

401-724-9000

Firestone Specialty Products

www.firestonesp.com

800-428-4442

GSE Environmental

www.gseworld.com

800-435-2008

Intertape Polymer Group Inc

www.intertapepolymer.com

800-474-8273

MPC Containment

www.mpccontainment.com

800-585-0184

Poly-Flex, Inc

www.poly-flex.com

888-765-9359

Raven Industries

www.ravenind.com

605-336-2750

Seaman Corporation

www.xr-5.com

800-927-8578

R-Shield does not make any warranty with respect to the suitability of any geomembrane. Please check with the geomembrane manufacturer directly to confirm the suitability of their geomembrane for your application.

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GEOFOAM NO. 5011

SUBJECT: LEED CREDITS FOR R-SHIELD® GEOFOAM AND R-SHIELD GEOGRIPPER® PLATES

DATE: NOVEMBER 2012 (REVISED JANUARY 2019)

The United States Green Building Council (USGBC) publishes a credit based rating system to help encourage sustainable design. The Leadership in Energy and Environmental Design (LEED) Rating System developed by the USGBC establishes requirements for design components that impact sustainable design. Credits or points are earned for meeting specific milestones in various categories. These categories include Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources, Indoor Environmental Quality, and Innovation and Design Process. A minimum number of available points are required to achieve a LEED Certified rating. Higher Silver, Gold, and Platinum levels are also available by meeting higher point thresholds.

LEED Point Potential for R-Shield Geofoam

Materials and Resources

Building Reuse: Credit 1 – R-Shield Geofoam is dimensionally stable and can be reused during building renovations.

Local/Regional Materials: Credit 5 – R-Shield Geofoam is manufactured at over 20 locations across North America. A R-Shield Geofoam facility will likely be less than 500 miles from the jobsite to help meet the local materials requirements.

Energy and Atmosphere

Minimum Energy Performance: Prerequisite Credit 2
R-Shield Geofoam helps ensure compliance with local energy codes and ASHRAE 90.1-1999

Optimized Energy Performance: Credit 1
R-Shield Geofoam provides a stable R-value without thermal drift, ensuring long term performance.

LEED Point Potential for R-Shield GeoGripper® Plates

Materials and Resources

Recycled Content: Credit 4 – with 51% recycled content, R-Shield GeoGripper Plates help meet your recycled materials credit

Postconsumer: 41%

Preconsumer: 19%

Total Recycled Content: 60%

LEED Eligible Recycled Content: 51%


GEOFOAM NO. 5012

SUBJECT: SPECIALTY COMPRESSIBLE APPLICATION OF GEOFOAM

DATE: OCTOBER 2015 (REVISED JANUARY 2019)

R-Shield® Geofoam is manufactured in conformance to ASTM D6817, “Standard Specification for Rigid Cellular Polystyrene Geofoam.” This standard covers the material properties most often required for geofoam applications. For most applications, long-term design loads should not exceed the linear elastic range of R-Shield Geofoam which is equal to the compressive resistance at 1% deformation.

However, in some specialty compressible applications the compressive resistance at 5% and 10% deformation may be applicable. The following Table provides the compressive resistance at 5% and 10% deformation for R-Shield Geofoam.

R-SHIELD GEOFOAM PROPERTIES FOR COMPRESSIBLE APPLICATIONS								
PRODUCT								
		12	15	19	22	29	39	46
Compressive Resistance ¹ @ 5% deformation, min.	psi	5.1	8.0	13.1	16.7	24.7	35.0	43.5
	psf (kPa)	730 (35)	1150 (55)	1890 (90)	2400 (115)	3560 (170)	5040 (241)	6260 (300)
Compressive Resistance ¹ @ 10% deformation, min.	psi	5.8	10.2	16.0	19.6	29.0	40.0	50.0
	psf (kPa)	840 (40)	1470 (70)	2300 (110)	2820 (135)	4180 (200)	5760 (276)	7200 (345)
ASTM D6817 Compliance, Type		EPS12	EPS15	EPS19	EPS22	EPS29	EPS39	EPS46

¹ See ASTM D6817 Standard for test methods and complete information.

The compressive resistance at 5% and 10% deformation for R-Shield Geofoam should be used only when specified by an engineer specifically for a specialty compressible application.

INSTALLATION

Please refer to ASTM D7180, "Standard Guide for use of Expanded Polystyrene (EPS) Geofoam in Geotechnical projects."
For most applications utilizing solid subgrades the following guidelines apply.

SUBGRADE PREPARATION

1. Clear and grub site.
2. Excavate existing soil if required.
3. At design engineer's discretion, place geotextile over graded surface, i.e., soft soils, etc.
4. Dewater site as required.
5. Place a sand pad/leveling course over the prepared surface, 2" (50 mm) thickness minimum. Level to +1/2" per 10' (10 mm per 3 meters) horizontal. Sand pad surfaces should be above ground water level at time of R-Shield Geofoam placement.

PLACEMENT

1. At time of material delivery, verify identification marks on face of the product. Use material of proper Type only and as specified. Field sampling and testing of the R-Shield Geofoam will be as specified by the Engineer. Properties of density and compressive resistance shall be verified in accordance with the specification.
2. Material is placed as required by the engineer and as shown on the drawings.
3. Blocks of R-Shield Geofoam should be placed tightly on the prepared sand pad/leveling course (sand must not be frozen). If multiple layers of R-Shield Geofoam are required, orient successive layers of blocks at 90° to previous layer. Offset block joints between layers.
4. Geofoam must receive temporary ballast during all phases of construction to prevent displacement by wind or high water conditions.
5. In order to facilitate construction during precipitation or when frost or icing is encountered, horizontal restraint between layers of R-Shield Geofoam may be desired. Use of GeoGripper Plates placed between horizontal layers of blocks should occur. Consult GeoGripper Plate literature for plate specifications.
6. Commence with the placement of permanent overlying materials as quickly as practical.
7. In pavement design for cold regions where differential icing may occur, provide an adequate thickness of a well graded (must contain a high degree of fines) subbase mix which will retain moisture. Most designs are adequate with sub-base thickness of 20" to 32" (500 mm to 800 mm) placed over the R-Shield Geofoam.

Disclaimer

Guidelines provided herein give basic information and illustrate examples of R-Shield Geofoam installation. The basic information provide herein is not intended to cover every potential use and application of the R-Shield Geofoam. It is the responsibility of the installer to become familiar with his specific application and determine if the R-Shield Geofoam is suitable. By commencing work, the installer accepts full responsibility for the proper and safe installation of R-Shield Geofoam at his job site. Furthermore, it is the sole responsibility of the installer to meet all federal and local regulatory requirements for job site safety for himself, his workers and any others on the job site while in the execution of all phases of the R-Shield Geofoam installation.

Notice: R-Shield EPS insulation contains a flame retardant; however, it should be considered combustible and should not be exposed to sources of ignition. The product will ignite when exposed to open flame or welding torches.

GEOGRIPPER® PLATE

The R-Shield® GeoGripper® Plate is a galvanized steel multi-barbed connector. It is used to restrain R-Shield Geofoam from moving laterally in multi-layer applications. Its single piece two-sided design allows for excellent connection between layers in a one-step application.

- Single Piece, Double Barbed Design
- Galvanized Steel for Durability
- Easy Fast Installation at Site
- Strong Lateral Hold
- Cost Effective

Material and Size

- 4" x 4"
- 0.60" high two sided barbs
- 20 gauge
- G-60 galvanized steel



The GeoGripper Plate is made of galvanized steel for strength and durability. It is sized for easy handling and job site installation. The barbs are sized to pierce the rigid foam and hold tight, yet not create a significant danger to the applicator.

Applications

The sharp barbs pierce quickly and firmly into rigid foams. The unique barb pattern locks the plate into place. The succeeding Geofoam material seats firmly over the gripper plate. The Geofoam is now held against horizontal movement and work activities can proceed over top of the in-place layers.



FOAM FACTS:

R-Shield GeoGripper Plates are engineered and manufactured to give you control over your project installation.

- Small size for easy handling
- Prevents block sliding during installation
- Works in all weather
- Quick and easy installation
- Galvanized for durability

Design

Each plate has a design lateral holding strength of 60 lbs (tested with ASTM D6817 Type EPS15 Geofoam, with a safety factor of two).

Each project is unique. Therefore, it is the responsibility of the designer/applicator to calculate the load requirements of the project for determining the proper number of GeoGripper plates needed.

Two GeoGripper plates for each 4' x 8' section of rigid foam material is a minimum recommendation.

Installation

Place GeoGripper Plates as shown on plans and specifications. Press firmly into the rigid foam until the plate is flush with the surface. A 1" dowel rod can be used as a cost-effective setting tool. Position the top layer of rigid foam as specified. Walk on the top layer of rigid foam material, seating it firmly downward before other work commences.

Proven to meet, or exceed, building codes.

R-Shield Geofoam is manufactured under an industry leading quality control program monitored by UL and further recognized in UL Evaluation Report UL ER40361-01 and ICC ESR-4743. R-Shield meets ASTM D6817, "Standard Specification for Rigid, Cellular Polystyrene Geofoam."



Ready to take control? Start here.

If you're ready to have R-Shield contribute to your next project, just contact your Premier Building Systems Technical Sales Representative. They will be happy to give you design consultation, information about R-Shield products, pricing, and answers to all of your questions.

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SECTION 31 23 23
Geofoam Lightweight Fill

PART 1 GENERAL

1.1 SUMMARY

- A. Sections Includes: Provide R-Shield Geofoam or approved equal.

1.2 REFERENCES

- A. ASTM D6817 - Standard Specification for Rigid, Cellular Polystyrene Geofoam.
- B. ASTM D7557 – Standard Guide for Sampling of Expanded Polystyrene Geofoam Specimens.
- C. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- D. ISO 17025 - General requirements for the competence of testing and calibration laboratories.
- E. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials.

1.3 SUBMITTALS

- A. Third Party Documents. Manufacturer literature/technical data not acceptable for submittal:
 - 1. Third party inspection agency certificate demonstrating physical properties in compliance with ASTM D6817 Type specified.
 - 2. Third party inspection agency certificate with flame spread and smoke developed indexes.
 - 3. UL evaluation report covering ASTM D6817 Type specified.
- B. 10-year compressive resistance warranty.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain geofoam through one source from a single manufacturer.
- B. Initial Test Compliance: Testing from an ISO17025 Accredited Laboratory showing compliance with compressive resistance @ 1% deformation and flexural strength requirements of ASTM D6817 for Type specified prior to first shipment.
- 2. Ongoing Test Compliance: Testing from an ISO17025 Accredited Laboratory showing compliance with compressive resistance @ 1% deformation of ASTM D6817 for Type specified. Testing frequency shall be in compliance with ASTM D7557.

1.5 DELIVERY, STORAGE & HANDLING

- A. Deliver geofoam labeled with ASTM D6817 Type.
- B. Store protected from moisture and sunlight prior to installation.
- C. Product should not be exposed to open flame or other ignition sources.
- D. Product should not be exposed to organic solvents, petroleum products and their vapors. Examples include but are not limited to are acetone, paint thinner, and gasoline.
- E. Provide temporary ballast or other restraint prior to and during installation.

1.6 WARRANTY

- A. Provide 10-year physical property warranty.

PART 2 PRODUCTS

2.1 Rigid Cellular Polystyrene Geofoam

- A. Rigid Cellular Polystyrene Geofoam: ASTM D6817 Type, compressive resistance indicated below and with flame spread index less than 25 and smoke developed index less than 450 per ASTM E84/UL723.
 - 1. R-Shield EPS15
 - a. Minimum compressive resistance @ 1% deformation of 3.6 psi
 - b. Minimum flexural strength of 25.0 psi
 - c. Minimum density of 0.90 lbs per cubic foot
 - 2. Size
 - a. Standard size is 4 foot by 8 foot by with height varying between 3 inches and 30 inches.
 - b. Contractor to consult with manufacture to order appropriate size(s).

2.3 ACCESSORIES

- A. GEOGRIPPER PLATES
 - 1. GeoGripper plates shall be used to restrain Geofoam from moving laterally in layer over layer applications.
 - 2. The plate shall be made of galvanized steel with two-sided multi-barbed design capable of piercing geofoam. Each plate shall be capable of a lateral holding strength of 60 lbs.
 - 3. Install a minimum of 4 GeoGripper plates for each 4 foot x 8 foot section of geofoam.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install in accordance to manufacture recommendations and geotechnical report. Install to neat lines indicated in project drawings.

END OF SECTION



J·DRAIN[®]

Engineered Drainage Systems

ES 1530



J-DRAIN ES 1530

For over 30 years, **J-DRAIN** drainage composites have been successfully installed to relieve hydrostatic pressure in building construction, civil engineering, environmental and landscape applications. Eliminating the costly and time-consuming installation of drainage aggregate, **J-DRAIN** drainage composites provide a more efficient, cost effective way to provide sub-surface drainage. The **ES 1530** of prefabricated drainage composites are engineered to provide superior performance to meet specific project conditions. The multi-directional flow design allows for a continuous path for water discharge. **ES 1530** is lightweight, easy to install and has drainage flow capacities that are 3-5 times that of traditional aggregate systems.

The **ES 1530's** three dimensional dimpled core is formed from a chemical resistant polypropylene polymer. By extruding each dimple to exact performance standards, the high compressive strength of the core withstands installation and in-situ earth stresses. The geotextile filter fabric is fused to the dimpled core for superior peel resistance and structural integrity. The integrated core and fabric system optimizes drainage channel consistency, minimizing soil particle intrusion for maximum flow capacity, allowing water to freely enter the drainage channel. The **ES 1530** is engineered for high flow requirements with heavy soil pressure conditions in vertical applications, available with nonwoven or woven geotextile filter fabrics.

Property	Test Method	UOM	ES 1530
FABRIC			
Material			Non woven PP
AASHTO M 288	Survivability		-
Grab Tensile Strength	ASTM D 4632	lbs	100
		N	445
Apparent Opening Size	ASTM D 4751	U.S. Sieve	70
		mm	0.212
Flow Rate	ASTM D 4491	gal/min/ft ²	140
		l/min/m ²	5704
Puncture Strength	ASTM D 6241	lbs	250
		N	1113
Permittivity	ASTM D 4491	sec ⁻¹	2
Grab Tensile Elongation	ASTM D 4632	%	50
UV Resistance	ASTM D 4355	% (@ 500 hrs)	70
CORE			
Thickness	ASTM D 1777	inch	0.4
		mm	10.16
Compression	ASTM D 1621	psf	15,000
		kNm ²	718
Flow Rate Hydraulic Gradient = 1 @3,600 psf	ASTM D 4716	gal/min/ft	21
		l/min/m	261
<p>Roll Size: 4, 6, or 8 foot width x 50 foot length. Specialty roll widths and fabrics require additional lead time and minimum quantity orders. ES 1530B is identical to ES 1530 with the addition of a protection sheet bonded to the back side of the sheet available in 4' widths only.</p>			

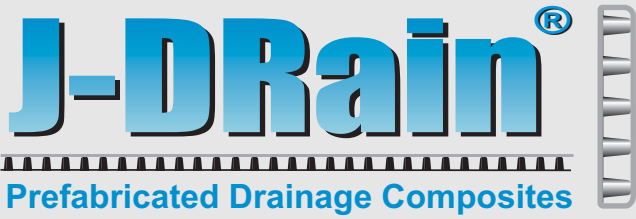
The information contained herein is believed by JDR Enterprises, Inc. to be accurate and is offered solely for the customer's consideration, investigation and verification. Determination of suitability for use is the responsibility of the user. JDR's Limitations, Limited Warranty, & Disclaimer along with Standard Terms & Conditions apply. See www.j-drain.com for more info. **Limitations:** J-DRAIN is resistant to chemicals in normal soil environments. However, some reagents may affect the performance of J-DRAIN. A JDR representative should be contacted for further information to determine the suitability of use of J-DRAIN in unusual soil environments. J-DRAIN should be limited to its exposure to ultra-violet sunlight. J-DRAIN should be backfilled or covered within seven days of installation. **Disclaimer:** All information, drawings and specifications are based on the latest published information at the time of printing. JDR reserves the right to make changes due to manufacturing improvements and engineering at any time. All physical properties are minimum average roll values (MARV). Standard variations of 10% in mechanical properties and 15% in hydraulic properties are normal.

info@j-drain.com

www.j-drain.com

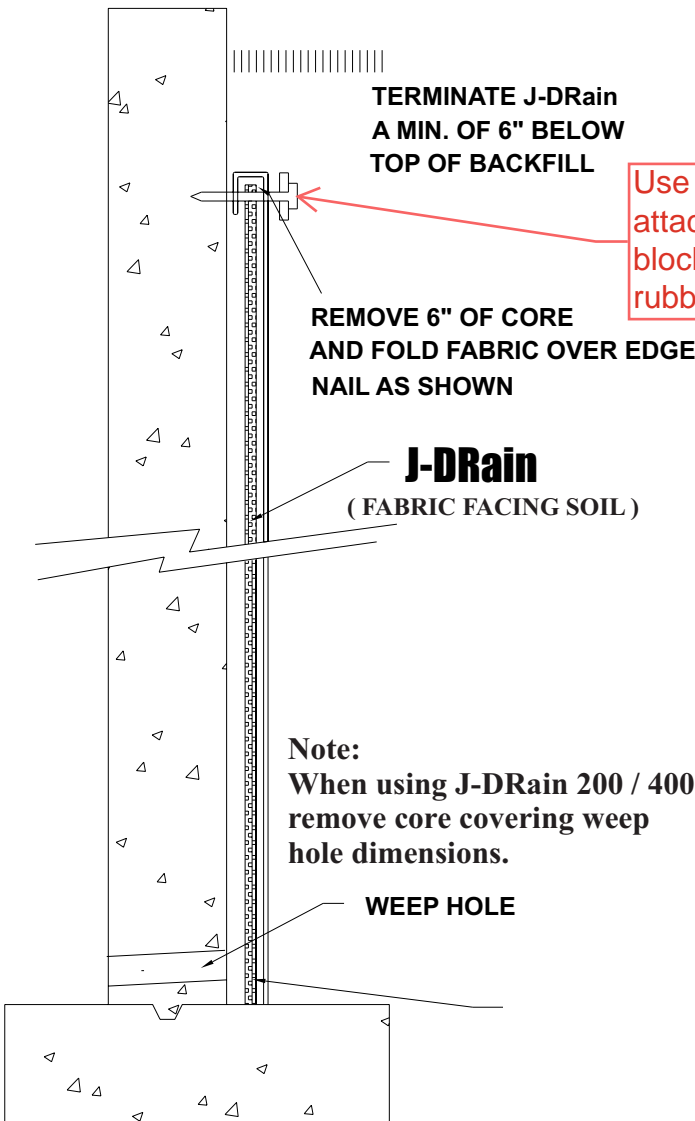
JDR Enterprises, Inc.

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(800) 843-7569 (770) 442-1461 Fax: (770) 664-7951

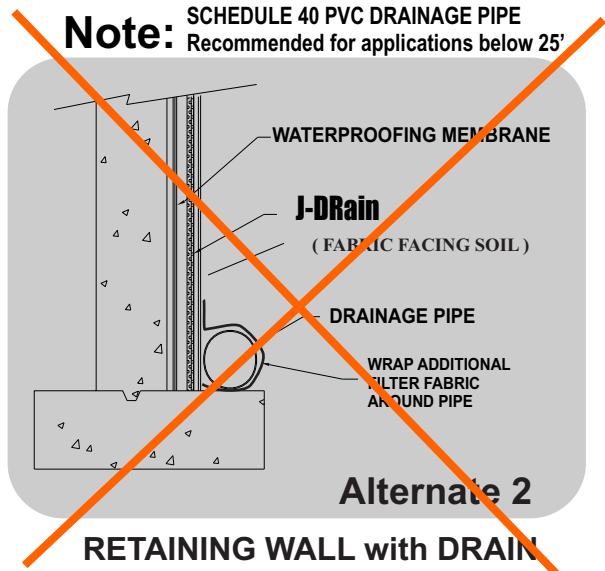
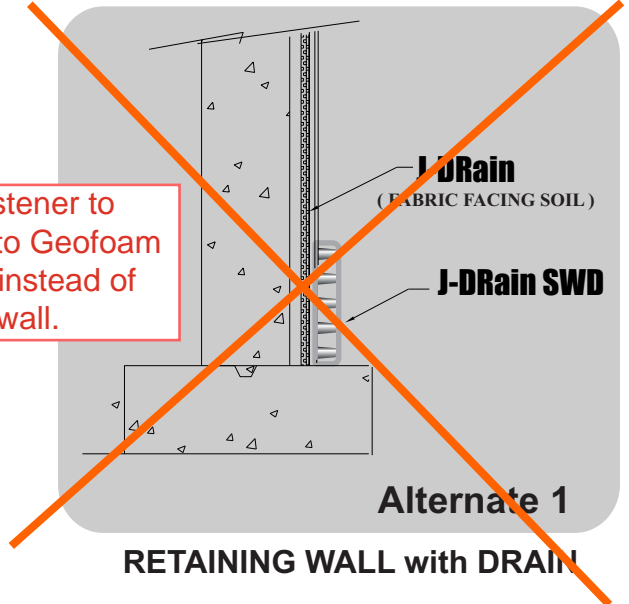


**RETAINING WALL DETAIL
(FULL WALL COVERAGE)**

J-DRain 200 / 300 / 400
Series Series Series



Use fastener to
attach to Geofoam
blocks instead of
rubble wall.



RETAINING WALL with WEEP HOLES

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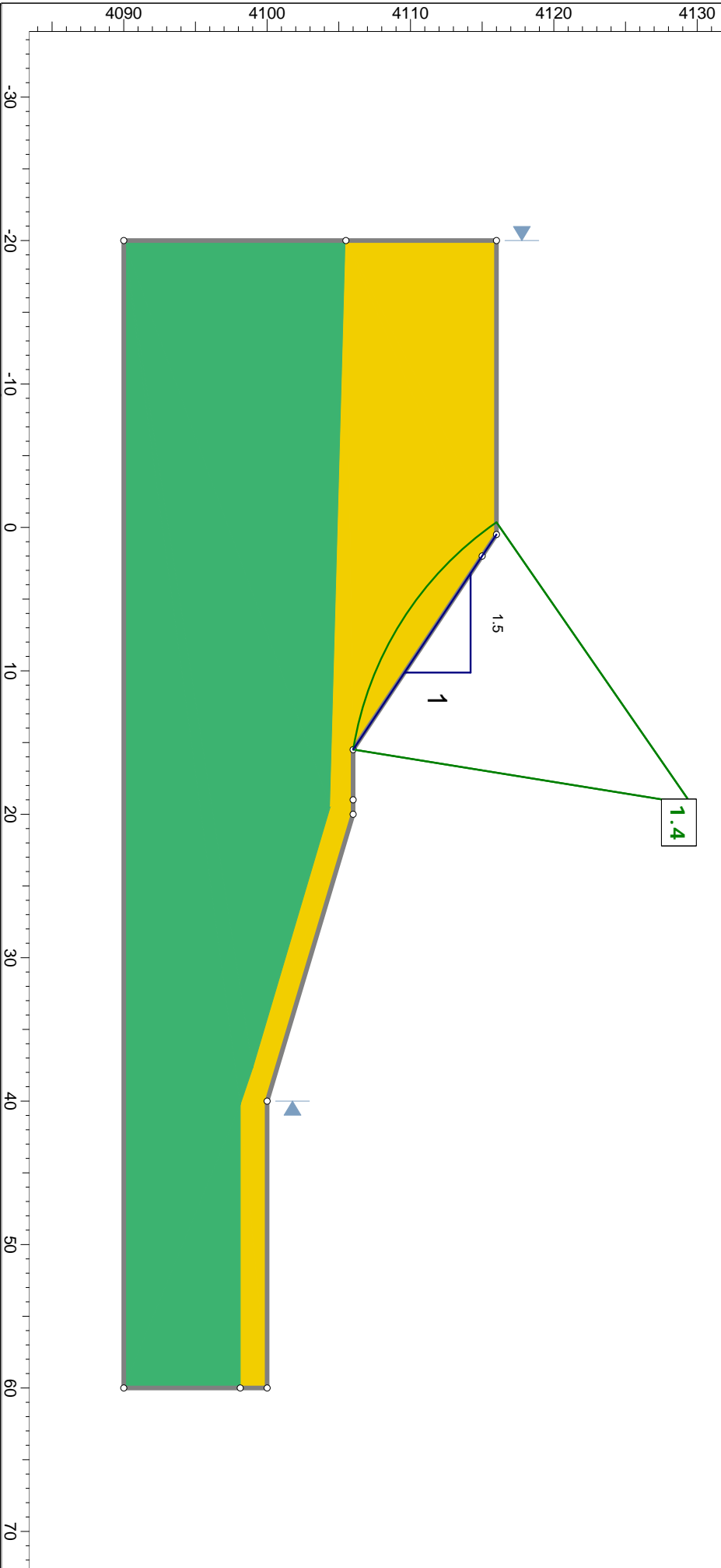
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JDR-V10-020

Appendix E

Slope Stability

Material Name	Color	Unit Weight (lbs/ft ³)	Strength Type	Cohesion (psf)	Phi (°)
Native Soil (SM)	Yellow	120	Mohr-Coulomb	21	35
Native Bedrock (Limestone)	Green	155	Mohr-Coulomb	500	42

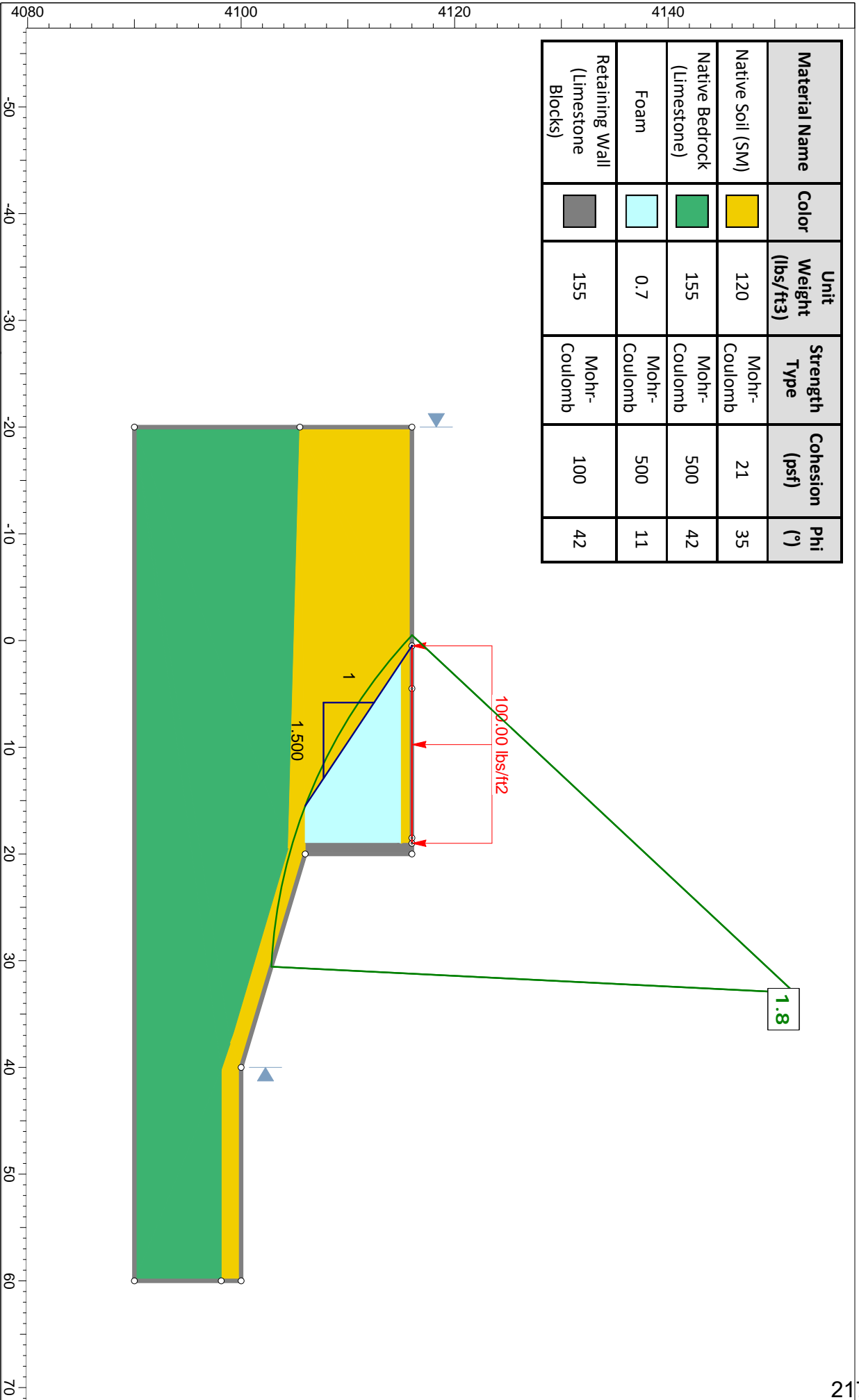



Project: HHA Edwards Retaining Wall

Group	Scenario
Stability Analysis	Short-term Construction
Drawn By: S. Harris	Company: Pioneer Technical Services
Date: 12/9/2024 8:24:20 AM	Scale: 1:125
	Stability Figure 1



Material Name	Color	Unit Weight (lbs/ft ³)	Strength Type	Cohesion (psf)	Phi (°)
Native Soil (SM)	Yellow	120	Mohr-Coulomb	21	35
Native Bedrock (Limestone)	Green	155	Mohr-Coulomb	500	42
Foam	Cyan	0.7	Mohr-Coulomb	500	11
Retaining Wall (Limestone Blocks)	Grey	155	Mohr-Coulomb	100	42





PIONEER
TECHNICAL SERVICES

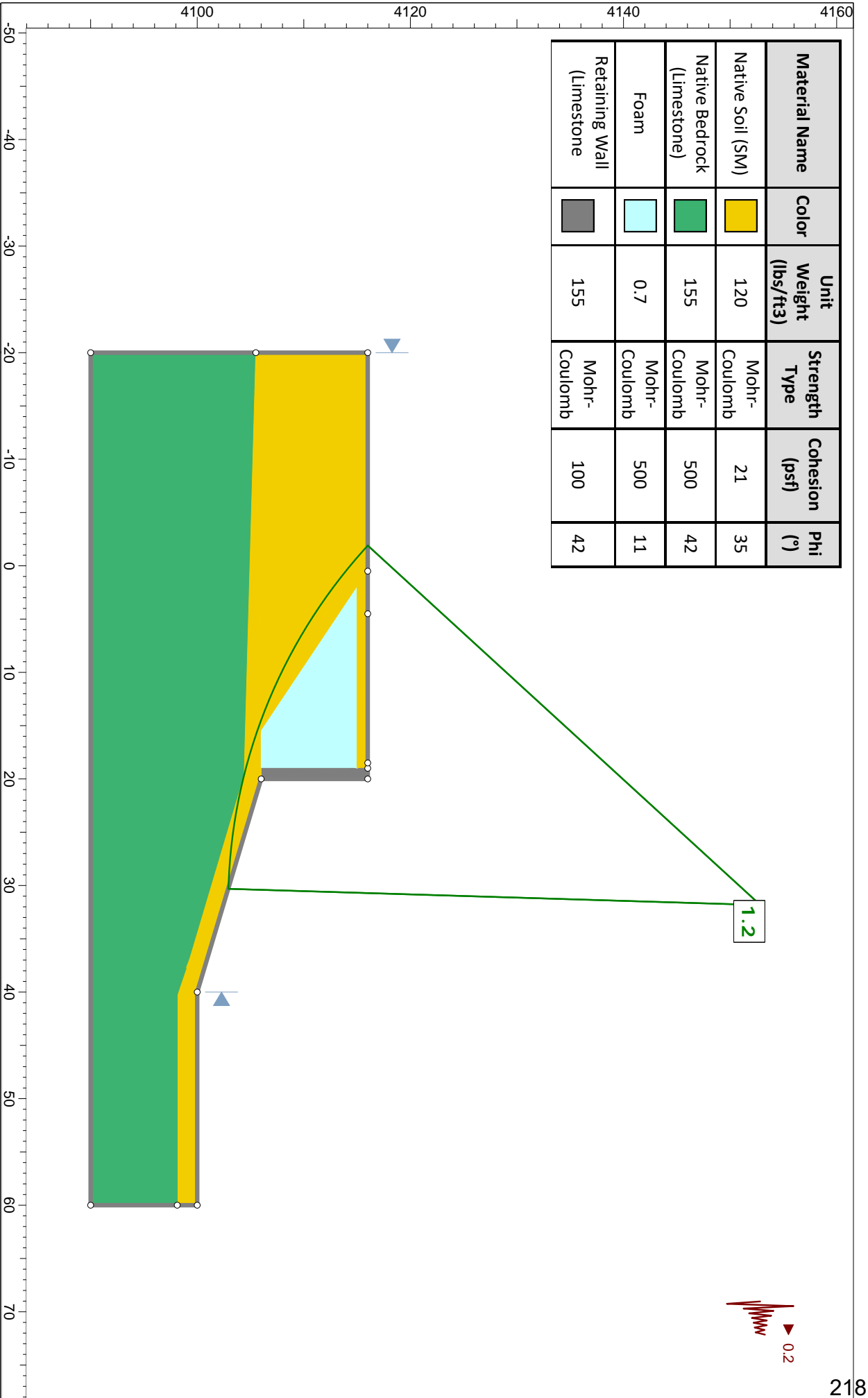
Project: HHA Edwards Retaining Wall

Group	Scenario
Stability Analysis	Steady State

Drawn By	Company
S. Harris	Pioneer Technical Services

Date	Scale	Figure
12/9/2024 8:20:29 AM	1:150	Stability Figure 2

Material Name	Color	Unit Weight (lbs/ft ³)	Strength Type	Cohesion (psf)	Phi (°)
Native Soil (SM)	Yellow	120	Mohr-Coulomb	21	35
Native Bedrock (Limestone)	Green	155	Mohr-Coulomb	500	42
Foam	Cyan	0.7	Mohr-Coulomb	500	11
Retaining Wall (Limestone)	Grey	155	Mohr-Coulomb	100	42



HHA Edwards Retaining Wall

Project



PIONEER
TECHNICAL SERVICES

Group: Stability Analysis

Drawn By: S. Harris

Date: 12/9/2024 8:19:26 AM

Scenario

Seismic

Company: Pioneer Technical Services

Scale: 1:150

Stability Figure 3

Appendix F

Seismic Data

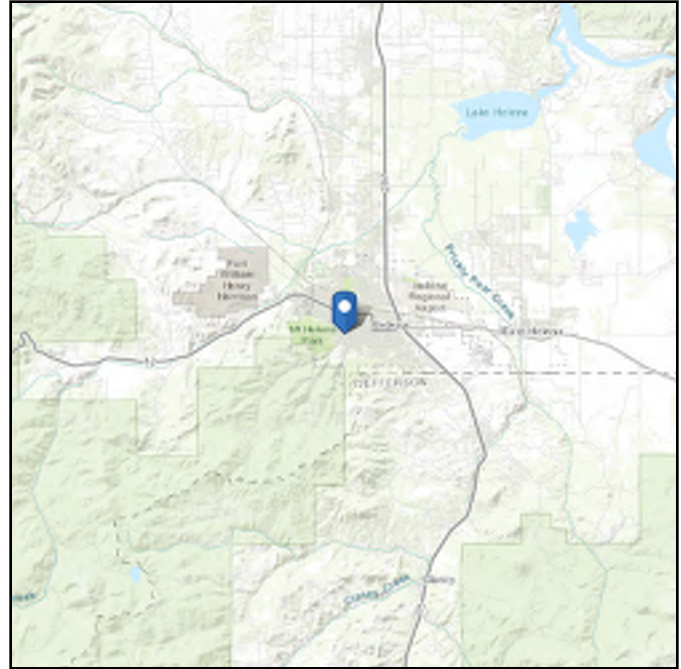
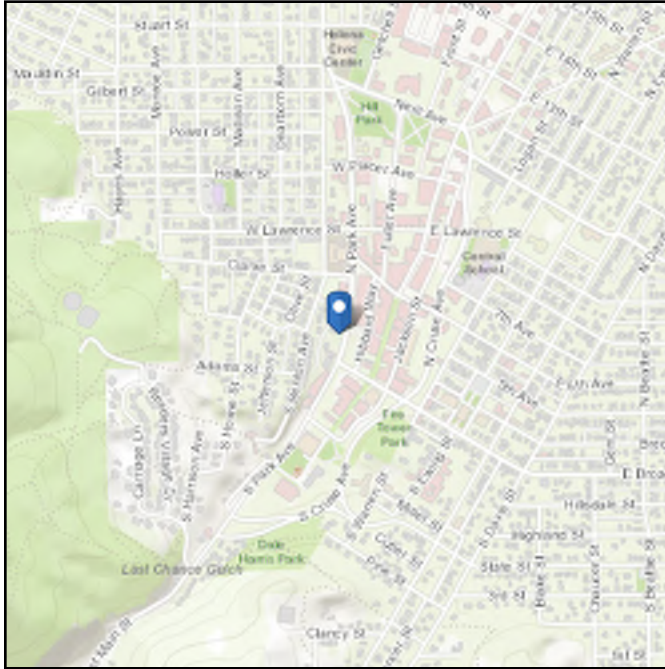


ASCE Hazards Report

Address:
No Address at This Location

Standard: ASCE/SEI 7-22
Risk Category: II
Soil Class: C - Very Dense Soil and Soft Rock

Latitude: 46.587892
Longitude: -112.040671
Elevation: 4117.08254234375 ft (NAVD 88)

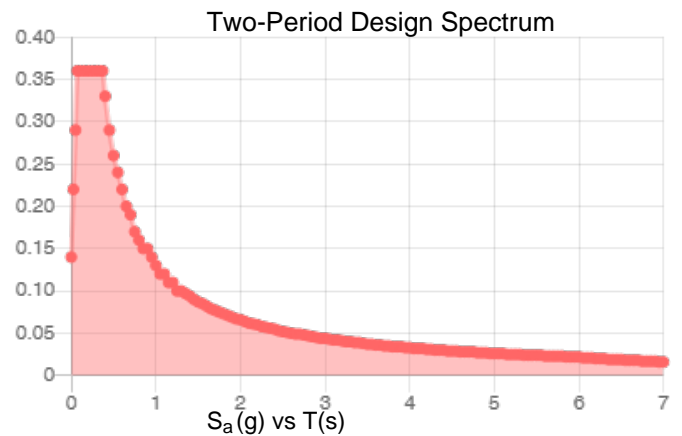
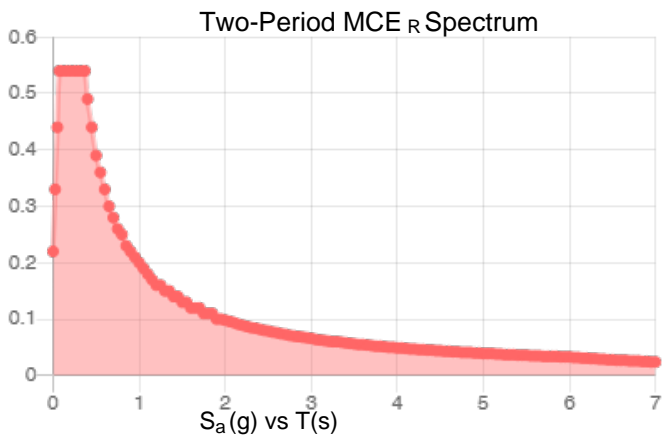
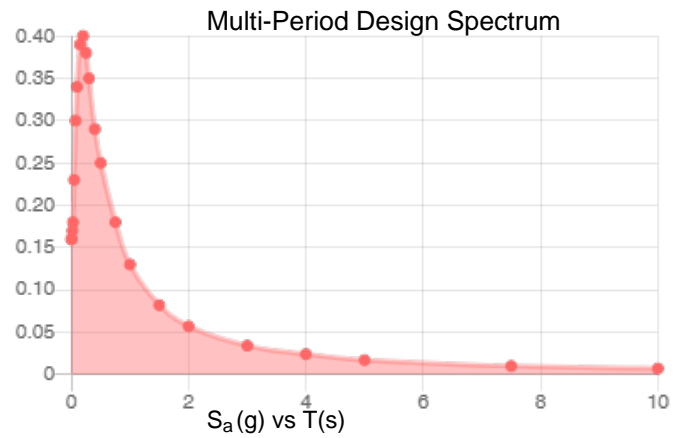
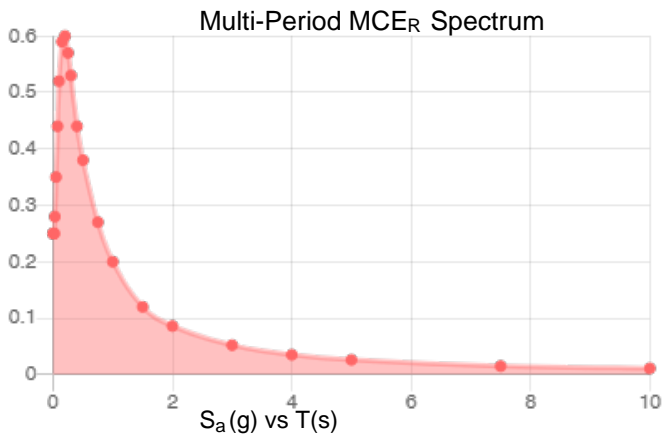


Site Soil Class: C - Very Dense Soil and Soft Rock

Results:

PGA _M :	0.23	T _L :	6
S _{MS} :	0.54	S _s :	0.49
S _{M1} :	0.2	S ₁ :	0.14
S _{DS} :	0.36	V _{S30} :	530
S _{D1} :	0.13		

Seismic Design Category: C



MCE_R Vertical Response Spectrum

Vertical ground motion data has not yet been made available by USGS.

Design Vertical Response Spectrum

Vertical ground motion data has not yet been made available by USGS.



Data Accessed: Mon Dec 02 2024

Date Source:

USGS Seismic Design Maps based on ASCE/SEI 7-22 and ASCE/SEI 7-22 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-22 Ch. 21 are available from USGS.

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