

**IFB# GHURA-23-03-CDBG-5TREN**

**Specification  
for the**

**Talofof Renaissance Concrete  
Repair & Renovation**

**OWNER  
Guam Housing and Urban Renewal Authority**

**BY: \_\_\_\_\_  
Elizabeth F. Napoli, EXECUTIVE DIRECTOR**

**Contractor: \_\_\_\_\_**

**By: \_\_\_\_\_  
Signature and Title**

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

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<b>IFB Number:</b> GHURA-23-03-CDBG-5TREN		<b>Submit bid to:</b>  <b>GHURA</b> <b>117 Bien Venida Ave.</b> <b>Sinajana, Guam 96910</b>  Contact: Sonny Perez, 475-1404 or email <a href="mailto:sperez@ghura.org">sperez@ghura.org</a>  Michael Recuyal, 475-1318 or email <a href="mailto:msrecuyal@ghura.org">msrecuyal@ghura.org</a>  Andrew Manglona, 475-1315 or email <a href="mailto:amanglona@ghura.org">amanglona@ghura.org</a>
<b>Bid Opening Date:</b> Feb. 22, 2023	<b>Bid Opening Time:</b> 2:00 pm	
<b>Project Title:</b> Talofoto Renaissance Concrete Repair & Renovation		
<b>Project Description:</b> Concrete Repair and Renovation of existing 5 Homes		

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# GHURA

Guahan Housing and Urban Renewal Authority  
Aturidat Ginima' Yan Rinueban Siudad Guahan  
117 Bien Venida Avenue, Sinajana, GU 96910  
Phone: (671) 477-9851 · Fax: (671) 300-7565 · TTY: (671) 472-3701



**Lourdes A. Leon Guerrero**  
Governor of Guam

**Joshua F. Tenorio**  
Lt. Governor of Guam

**Invitation for Bid**  
**IFB#GHURA-23-03-CDBG-5TREN**  
**Talofoto Renaissance Concrete Repair & Renovation**  
This ad is paid for with GHURA Funds

Guam Housing and Urban Renewal Authority (GHURA) will receive sealed bids for the Concrete Repair and Renovation of five (5) existing homes located in Talofoto, Guam until **2:00 pm** on Wednesday, **February 22, 2023**, at GHURA's Main office in Sinajana.

Bid packets are available for view on GHURA's website: <https://www.ghura.org/doing-business-us/bidsproposalsrelease-funds/invitation-bids> beginning Monday, January 30, 2023. **Interested parties must register at GHURA main Office in Sinajana to receive access to a downloadable bid packet file; for a non-refundable fee of \$50.00 (exact cash amount, money order, or company check). Registration schedule is: Monday through Friday, 8:30 am – 4:00 pm ChST; with the exception of GovGu holidays.** A pre-bid conference will be held on Wednesday, February 08, 2023 at 10:00 AM ChST in the GHURA Main Office Conference Room in Sinajana. A site visit will be conducted by GHURA staff on Thursday, February 09, 2023. Attendance at pre-bid conference is not mandatory but highly encouraged. Any questions regarding the project or requirements must be submitted in writing or via email to Tina Nelson at [tnelson@ghura.org](mailto:tnelson@ghura.org) no later than Monday, February 13, 2023. **Bid closing date and time is Wednesday, February 22, 2023 at 2:00 pm ChST.** All bid submittals will be opened publicly at **GHURA's Main Office Conference Room, Sinajana.**

Pursuant to 5GCA, Chapter 5, §5212, bid guarantees in the amount of 15% of the total base bid shall accompany each bid. Bid guarantee shall be a Bid Bond secured by a surety company authorized to do business in Guam and listed in the latest Department of Treasury Circular 570 published in the Federal Register; or as permitted by state law, a certified check, bank draft, or U.S. Government Bond at par value. All Bid Guarantees must be made payable to GHURA. **Personal checks will not be accepted.** GHURA reserves the right to waive irregularities and to reject any or all bids. Failure to submit a bid property shall result in rejection of the bid.

For all contracts which exceed \$100,000, the successful bidder will be required to furnish and pay for satisfactory Performance and Payment bond for 100% of the contract price. GHURA will retain the bid guarantee until the performance bond is received and will release it soon thereafter. The Contractor must not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or genetic information in employment or the provision of services. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (§5253 of Title 5 Guam Code Annotated).

The successful bidder will be required to accomplish the following to the best possible and greatest extent feasible:

1. A goal of awarding at least 50 percent of the dollar value of construction contracts to Minority and/or Women Business Enterprises (MBE/WBE) or General Contractors with MBE/WBE participation.
2. In accordance with Section 3 of the U.S. Department of Housing and Urban Development Act of 1968, all construction contractors, to the maximum extent feasible, shall provide training, contracting, and employment opportunities to low-income residents residing in GHURA.

GHURA intends to award a contract on the basis of the lowest and most responsible bid for the work described in the bid documents. No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the prior written consent of GHURA.

GHURA is an Equal Opportunity Employer

  
Elizabeth Napoli  
Executive Director

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

## 8. Contract Award

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

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

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

(d) The PHA/IHA may reject any and all bids, 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.



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

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

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Organizational Conflicts of Interest Certification

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

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

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

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

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

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

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

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

#### 6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The bidder certifies that:

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

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

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

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

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

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

**13. Bidder's Signature**

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

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

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

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

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

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

**AFFIDAVIT DISCLOSING OWNERSHIP, INFLUENCE, COMMISSIONS AND  
CONFLICTS OF INTEREST**

(Required by 5 GCA § 5233 as amended by P.L. 36-13 (4/9/2021))

CITY OF \_\_\_\_\_ )  
 ) ss.  
 ISLAND OF GUAM )

Preface. As a condition of submitting a Bid/Offer/Proposal or responding to any method of source selection under Guam’s Procurement Law for the purpose of entering into a contract with the government of Guam, this Affidavit requires all Bidders/Offerors/Prospective Contractors to make disclosures of ownership, influence, commissions, gratuities, kickbacks, and conflicts of interest occurring **during the 365 calendar days preceding the publication of this solicitation and until award of a contract**. This includes the duty to disclose **any changes** to the facts disclosed herein throughout the solicitation process; and if the entity submitting this Affidavit is awarded a contract, the duty to disclose **any changes** to the facts disclosed herein **continues throughout the life of the contract, including any extensions or renewals**.

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the Bidder/Offeror/Prospective Contractor and that (please check and fill out all that apply):

The Bidder/Offeror/Prospective Contractor is an individual with a business license, and all decisions are by, and all profit is for, that same individual, with principal place of business street address being: \_\_\_\_\_  
 \_\_\_\_\_

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is a sole proprietorship owned entirely (100%) by \_\_\_\_\_, with principal place of business street address being: \_\_\_\_\_  
 \_\_\_\_\_

The Bidder/Offeror/Prospective Contractor is a business or artificial person (as defined in 1 GCA § 715 or 5 GCA §§ 5030(n) or 5233(b)), and is owned by the following multiple individuals. Note: owners of more than 10% are statutorily required to be listed below, but other owners of smaller percentage are encouraged to be listed as well.

Name of Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[ ] One or more of the more-than-10% owners listed above is a business or artificial person. Any more-than-25% owners of such a business or artificial person are listed below per 5 GCA § 5233. Note: any less-than-25% owners of such a business or artificial person is encouraged to also be listed below.

**Name of >10% Owner Business or Artificial Person:**

--

Names of owners of the >10% Owner Business or Artificial Person (“Second Tier Owner”)	Owner’s Principal Place of Business Street Address	% of Interest

**Name of other >10% Owner Business or Artificial Person:**

--

Names of owners of the >10% Owner Business or Artificial Person (“Second Tier Owner”)	Owner’s Principal Place of Business Street Address	% of Interest

B. If any Second Tier Owner identified above is an artificial person, the natural or artificial owners of such Second Tier Owner who have held more than 49% of the shares or interest in the Bidder/Offeror/Prospective Contractor (Third Tier Owners) are as follows [if none, please so state]:

Second Tier Owner Name \_\_\_\_\_

Name of Third Tier Owner	Principal Place of Business Street Address	% of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. If the name of no natural person has been identified as an owner, or a Second or Third Tier Owner of the Bidder/Offeror/Prospective Contractor, please identify the name, position, address, and contact information of the natural person having the authority and responsibility for the Bid/Offer/Proposal/Prospective Contract, and the name of any natural person who has the authority and power to remove and replace the designated responsible person:

Name of Natural Person	Position	Street Address of Principal Place of Business	Phone Number, Email Address, and other Contact Information

D. Further, I say that the persons who have received or are entitled to receive a commission, gratuity, contingent fee or other compensation to solicit, secure, or assist in obtaining business related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted are as follows (if none, please so state):

Name	Principal Place of Business Street Address	Amount of Compensation
_____	_____	_____
_____	_____	_____

E. Further, I say that the persons who have directly or indirectly participated in this solicitation and who are also employees of the government of Guam or the government of the United States, if federal funds are to be used in the payment of the contract related to the Bid/Offer/Proposal/Prospective Contract for which this Affidavit is submitted, are as follows (if none, please so state):

Name	Principal Place of Business Street Address
_____	_____
_____	_____

F. Regardless of any ownership interest, the following individuals have the power to control the performance of the contract or to control the Bidder/Offeror/Prospective Contractor, directly or indirectly:

Name	Principal Place of Business Street Address
_____	_____
_____	_____

///

///

- G. Until award of the contract, and throughout the term of any contract awarded to the Bidder/Offeror/Prospective Contractor represented herein, I agree to promptly make any disclosures not made previously and update changes in ownership, identities of owners and other required information, interests, compensation or conflicts of the persons required to be disclosed. I understand that failure to comply with this requirement shall constitute a material breach of contract.
- H. I hereby declare under penalty of perjury under the laws of Guam that the foregoing is true and correct.

Executed on: \_\_\_\_\_  
(date)

---

Signature of one of the following:  
Bidder/Offeror/Prospective Contractor, if a licensed individual  
Owner of sole proprietorship Bidder/Offeror/Prospective  
Contractor  
Partner, if the Bidder/Offeror/Prospective Contractor is a  
partnership  
Officer, if the Bidder/Offeror/Prospective Contractor is a  
corporation

Subscribed and sworn to before me

This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

---

NOTARY PUBLIC

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



**AFFIDAVIT re NON-COLLUSION**

CITY OF \_\_\_\_\_ )  
  ) ss.  
ISLAND OF GUAM                    )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]  
\_\_\_\_\_.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.





**AFFIDAVIT re CONTINGENT FEES**

CITY OF \_\_\_\_\_ )  
 ) ss.  
ISLAND OF GUAM )

\_\_\_\_\_ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]  
\_\_\_\_\_.

2. As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 11108(f).

3. As a part of the offering company’s bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 11108(h).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror’s officers, representatives, agents, subcontractors, and employees.

\_\_\_\_\_  
Signature of one of the following:  
Offeror, if the offeror is an individual;  
Partner, if the offeror is a partnership;  
Officer, if the offeror is a corporation.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_, \_\_\_\_\_.

# Requirements for Compliance with Requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) Provisions of 24CFR 75

## Overview of Section 3 Requirements

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

## General Policy Statement:

It is the declared policy of GHURA that Equal Employment Opportunities shall be provided for every employee and applicant for employment regardless of race, color, religion, sex, national origin, handicap, or economic status; and, that through the award of contracts to contractors, vendors, and suppliers, that employment and business opportunities be created for residents of GHURA properties and other qualified low- and very low-income persons residing on the island of Guam. This policy does not end with the mere prohibition of discriminatory practices by programs receiving HUD financial assistance or contractors, subcontractors, and vendors contracting with GHURA. GHURA recognizes its obligation as well as the obligation of potential contractors, subcontractors, and vendors, to develop practical steps to achieve the goal of providing meaningful, full-time permanent employment opportunities, as well as business opportunities to GHURA Residents and other Section 3 eligible persons.

Such obligation shall be demonstrated not merely through inclusion of positive or “best effort” steps, but shall result in a reasonable level of success in the recruitment, employment, and utilization of GHURA Residents and other Section 3 eligible persons and businesses in the workforce and subcontracting of work resulting out of the expenditure of HUD funding. GHURA’s Board of Commission, through official resolution, shall examine and consider a contractor/vendor’s success in providing employment and business opportunities to Authority Residents prior to acting on any proposed contract award.

## Eligibility:

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from GHURA or its contractors/subcontractors for training, employment, or contracting opportunities generated by [public housing financial assistance or housing and community development financial assistance]. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who *misrepresent* themselves as Section 3 business concerns and *report false* information to GHURA may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

## Applicability:

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development. For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements do not apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

**Purpose of this Policy and Compliance Plan:**

The purposes of this Policy are to create sustained employment and other opportunities for Section 3 Beneficiaries and to assist Contractors in understanding their Section 3 obligations so that they can be successful in meeting the responsibilities of the Section 3 requirements. These purposes are accomplished through the guidance provided by GHURA and assistance provided by GHURA’s Section 3 coordinator. This policy shall remain in effect for so long as it remains consistent with federal regulations or amended by GHURA’s Board of Commissioners.

**Numerical Goals for Section 3 Compliance:**

Recipients and Contractors may demonstrate compliance with the “greatest extent feasible” requirement of Section 3 by meeting the numerical goals set forth in this Section 3 Program for providing training, employment, and contracting opportunities to Section 3 Residents and Section Business Concerns. Efforts to employ Section 3 Residents to the greatest extent feasible should be made at all job levels.

GHURA, in its own operations, shall endeavor to achieve the goals of Section 3 and shall provide equal responsibility to its contractors, vendors, and suppliers to implement progressive efforts to also attain compliance. In doing so, GHURA shall evaluate contractors’ compliance towards achieving the goals of Section 3 and ensure a system of leveling sanctions against contractor, vendor, or supplier for non-compliance and endeavor to take appropriate steps to ensure any such concern is not permitted to participate in future GHURA procurement activities.

**Section 3 Final Rule Benchmark Notice:**

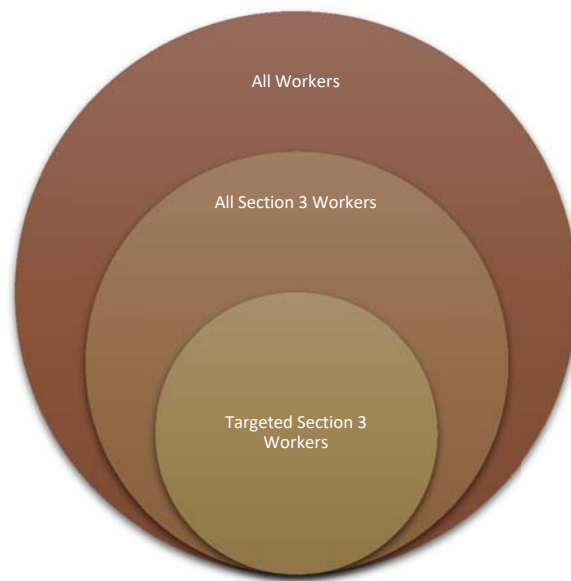
- 25% of all labor hours must be performed by a Section 3 worker.
- 5% of all labor hours must be performed by Targeted Section 3 workers

The numerical goals established above represent minimum numerical targets and all prospective contractors shall be advised and encouraged to seek Section 3 participation to the greatest extent feasible. Any contractor that meets the minimum numerical goals set forth above will be considered to have complied with the Section 3 requirements. Any contractor that does not meet the numerical goals set forth above has the burden of demonstrating why it was not feasible to meet the numerical goals. In the event no competing contractors were successful in meeting the minimum goals set forth above, GHURA shall consider documentation provided by the contractor evidencing impediments encountered despite actions taken to comply with the Section 3 Requirements. Such evidence shall be subject to the satisfaction of GHURA. Any contractor found to be in non-compliance with Section 3 shall be considered ineligible for award.

All contractors submitting bids/proposals to the GHURA shall be required to complete certifications, as appropriate, as acknowledgment of the Section 3 contracting and employment provisions as required by this section. Such certifications shall be supported with adequate evidence to support representations made. The certifications required to be submitted with the bid/proposal consist of the following:

- Certification for business concerns seeking Section 3 preference.
- Contractor certification of efforts to fully comply with employment and training provisions of Section 3.

Prior to the award of any contract the contractor shall enter into negotiations with GHURA for the purpose of incorporating into the contract a provision for a specific number of Public Housing residents or other Section 3 residents to be trained or employed on the contract. Such resulting provision shall obligate the contractor toward achieving not less than the numerical goals listed above and shall be based on a detailed workforce analysis to be compiled by the contractor and submitted to GHURA prior to award of contract.



**Section 3 Worker and Targeted Section 3 Worker:**

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, GHURA will use individual income rather than family/household income to determine eligibility.

Individual Income Limits		
FY2021 Income Limit Area	Income Limit Category	FY 2021 Income Limits
GUAM	Extremely Low Income Limits 30%	\$14,350
	Very Low Income Limits 50%	\$23,900
	Low Income Limits 80%	\$38,200

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

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

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

(For public housing financial assistance)

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

c) A YouthBuild participant.

(For housing and community development assistance)

1) Employed by a Section 3 business concern or

2) Currently meets or when hired met at least one of the following categories as documented within the past five years: a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or b) A YouthBuild participant.

Section 3 workers and Targeted Section 3 workers who are seeking preference in training and employment must submit the Section 3 Worker and Targeted Section 3 Worker Certification Form from the GHURA office.

Example of the Section 3 Worker and Targeted Section Worker form is as follows:

### Exhibit 1

**Section 3 Worker and Targeted Section 3 Worker Self-Certification Form**

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

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

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

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

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)?  Yes  No

2. Are you a resident of GUAM?  Yes  No

In the field below, select the amount of individual income you believe you earn on an annual basis.

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

Select from ONE of the following two options below:

I qualify as a:

Section 3 Worker (as defined on page 3 of Section 3 Worker Certification Form)

Targeted Section 3 Worker (as defined on page 3 of Section 3 Worker Certification Form)

GHURA SECTION 3 FORM-01A  
10/11

**Employee Affirmation**

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

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

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

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

**FOR ADMINISTRATIVE USE ONLY**

Is the employee a Section 3 worker based upon their self-certification?  Yes  No

Is the employee a Targeted Section 3 worker based upon their self-certification?  Yes  No

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

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

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

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

GHURA SECTION 3 FORM-01A  
10/11

### Section 3 Program Participant Certification Procedure:

GHURA will certify Section 3 program participants who reside in GUAM or near the project site and who are seeking preference in training and employment by completing and attaching adequate proof of Section 3 eligibility as required (see Exhibit 1- Section 3 Participant Eligibility for Preference Form).

1. All persons living in GUAM or within the required radius of the project site who meet the Section 3 eligibility guidelines.
2. Once this assessment is complete, the Section 3 Coordinator will determine if the individual needs the eligibility requirements and is job ready.
3. If the individual is deemed eligible for Section 3 participation and deemed not ready for employment, a referral will be made to other agencies that are better equipped to address the individual's needs, ie., substance abuse providers, etc.
4. The Section 3 readiness component is a part of GHURA's commitment to provide economic opportunities and training to residents/eligible participants to become gainfully employed.

### Section 3 Business Concern Certification:

Businesses that believe they meet the Section 3 Business requirements can may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by



demonstrating that it meets one or more of the following criteria:

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

Businesses that seek Section 3 preference shall certify, or demonstrate to GHURA contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form, located at the GHURA office.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If GHURA previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid, as long as the form is submitted within the prescribed expiration date. The Section 3 Business Concern Certification Form will expire after **12 months**. Establishing a **12 month certification** of eligibility period allows GHURA the ability to assess contractor performance to ensure the business is striving to meet the required goals.

**Note:** While registering as a Section 3 Business Concern may give a business certain preferences, such registration is not a guarantee of such preferences that the business will be awarded any contractors or subcontracts by GHURA or its contractors/vendors.

Example of a Certification for Business Concerns Seeking Section 3 Preference form is located below:

**Exhibit 2**

**Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability**

Business Information	
Name of Business:	
Address of Business:	
Name of Business Owner:	
Phone Number of Business Owner:	
Email Address of Business Owner:	

Preferred Contact Information	
Same as above:	<input type="checkbox"/>
Name of Preferred Contact:	
Phone Number of Preferred Contact:	

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

Corporation   
  Partnership   
  Sole Proprietorship   
  Joint Venture

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

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 3)

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

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

GHURA SECTION 3 FORM-01B  
pg. 1

**Business Concern Affirmation**

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

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

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

\*Certification expires within six months of the date of signature. Information regarding Section 3 Business Concerns can be found at 24 CFR 75.5

FOR ADMINISTRATIVE USE ONLY

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

Yes   
  No

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

GHURA SECTION 3 FORM-01B  
pg. 2

### **Section 3 Recruitment and New hires:**

Contractors are expected to make best efforts to achieve the benchmarks and Section 3 Worker priorities outlined in this Policy and at 24 CFR Part 75. This section provides guidance for the recruitment of New Hires who are Section 3 Workers and Targeted Section 3 Workers to assist Contractors in meeting their benchmarks and obligations.

#### **A. Recruitment Efforts:**

1. GHURA maintains a database of employment-ready Section 3 Workers/Targeted Section 3 Workers who meet certain minimum qualifications for various categories of employment. Upon receipt of a completed Section 3 Job Order Form from Contractor/Subcontractor, GHURA will provide referrals of qualified candidates from the database. Contractors are expected to provide GHURA with the Section 3 Job Order Form in sufficient time to identify prospective candidates, prepare and refer them for interviews and secure employment in advance project commencement.
2. Contractors/Subcontractors are also to advertise Job Announcements within the project site area. Please see Exhibit 3.
3. Upon receipt of a Section 3 Job Order Form, GHURA will refer qualified candidates for interview for each available position. Contractors are expected to give each referred candidate full consideration for available positions.
4. Independent of GHURA's efforts and referrals, Contractors shall engage in independent employment recruitment efforts and follow the Section 3 Worker and Targeted Section 3 Worker order in of hiring priority as identified in this policy.
5. Contractors shall submit to GHURA their interview notes, including reasons for denial of employment or training opportunity in the future, as applicable.

#### **B. Section 3 Worker and Targeted Section 3 Worker New Hires:**

1. All Section 3 Worker and Targeted Section 3 Worker New Hires shall be employees of the Contractor and shall have all the protections afforded to employees under state, federal and local laws. Contractors are expected to impose the same hiring requirements and personnel rules and policies upon Section 3 Worker New Hires as are imposed upon their other employment candidates and employees. GHURA expects and requires Contractors to abide by equal pay for equal work principles.
2. Contractors are required to report to GHURA within five (5) business days of hiring Section 3 Workers and Targeted Section 3 Workers and shall provide to GHURA a completed Section 3 Worker and Targeted Section 3 Worker form.

#### **C. Apprenticeship Programs:**

1. Contractors who employ apprentices are required to utilize apprenticeship programs approved by the Federal Department of Labor (DOL)
2. Contractors who employ apprentices on construction projects that are subject to the Davis-Bacon Wage Act are required to adhere to all legal requirements for wage rates and ratios of apprentices to journeymen set forth.

#### **D. Limitations:**

Contractors retain the sole discretion and control over any hiring and personnel decisions. GHURA cannot and will not exercise any control over any of the Contractor's employees, including New Hires, regardless of whether they were referred by GHURA or are Section 3 Workers/Targeted Section 3 Workers recruited through other means.

### **Safe Harbor Compliance: 25% of total hours or 5% of hours contracted to targeted workers:**

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to GHURA are required to certify that they will comply with the requirements of Section 3.

**Good Faith and Qualitative Efforts:**

Qualitative efforts to satisfy its benchmark goals, which may include, but are not limited to the following:

1. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers, including notifying GHURA's Section 3 Coordinator, posting job openings at the job site, HUD Opportunity Portal, social media pages, contacting Resident Advisory Councils, and other platforms;
2. Contacting agencies administering Department of Labor YouthBuild Programs, and requesting their assistance in recruiting Department of Labor YouthBuild Program participants for training opportunities and employment positions;
3. Consulting with state and local agencies administering training programs, such as those funded through Workforce Investment Act, unemployment compensation programs, community organizations and other officials or organizations to assist with training and recruiting Section 3 Workers and Targeted Section 3 Workers;
4. Holding job fairs;
5. Providing or connecting Section 3 Workers and Targeted Section 3 Workers with assistance in seeking employment, including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services;
6. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care);
7. Assisting Section 3 Workers to obtain financial literacy training and/or coaching;
8. Engaging in outreach efforts to identify and secure bids from Section 3 Business Concerns.
9. Providing technical assistance to help Section 3 Business Concerns understand and bid on contracts;
10. Dividing contracts into smaller jobs to facilitate participation by Section 3 Business Concerns;
11. Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 Business Concerns;
12. Promoting use of Section 3 Business Registries designed to create opportunities for Section 3, disadvantaged and small businesses

**Documented Efforts:**

Contractors shall document efforts taken to recruit and interview Section 3 Workers/Targeted Section 3 Workers for hire and shall, upon reasonable request, provide GHURA with documentation that demonstrates such efforts, including interview notes, which shall include reasons for denial of employment or other actions as applicable.

**Lack of Compliance:**

A Contractor's failure to satisfy the requirements of this section may result in GHURA's determination that the Contractor has failed to demonstrate good faith and qualitative efforts to comply with the requirements of Section 3 and this Policy, and may subject Contractor to the penalties for default.

**Reporting Requirements:**

For Section 3 covered contracts, contractors must submit the Section 3 Performance and Summary Report to GHURA's Section 3 Coordinator on a monthly basis, and the annual reporting requirement set forth in that form's instructions.

**1) Monthly Reporting -**

- i) Contractors are required to submit monthly activity reports to GHURA's Section 3 Coordinator [alicej@ghura.org](mailto:alicej@ghura.org) by the 30<sup>th</sup> day of each month

## **2) Annual Reporting -**

- i) Once a project is completed, contractors must submit a final Section 3 cumulative report for the program year.
- ii) Upon the completion of a project, GHURA's Section 3 Coordinator will conduct a final review of the project's overall performance and compliance.
- iii) GHURA's Section 3 Coordinator will submit the Section 3 data into required reporting system to HUD at the respective reporting period.

### **Internal Section 3 Complaint Procedure:**

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

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed within 14 calendar days after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. GHURA will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) GHURA will provide written documentation detailing the findings of the investigation. GHURA will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than 30 days after the filing of complaint. If complainants wish to have their concerns considered outside of GHURA a complaint may be filed with:

The HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, [www.hud.gov/](http://www.hud.gov/).

## Appendices A: Definitions

The terms **HUD, Public housing, and Public Housing Agency (PHA)** are defined in 24 CFR part 5.

*The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:*

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

**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 sub recipient 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, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

**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.

**Public housing financial assistance** means assistance as defined in 24 CFR Part 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 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.

**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 24 CFR Part 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 (at or below 50% AMI)

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

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

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

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

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

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

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

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)  Yes  No
2. Are you a resident of GUAM)?  Yes  No

In the field below, select the amount of individual income you believe you earn on an annual basis.

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

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

I qualify as a:

- Section 3 Worker (as defined on page 3 of Section 3 Worker Certification Form)
- Targeted Section 3 Worker (as defined on page 3 of Section 3 Worker Certification Form)

**Employee Affirmation**

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

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

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

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

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

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

**FOR ADMINISTRATIVE USE ONLY**

Is the employee a Section 3 worker based upon their self-certification?  Yes  No

Is the employee a Targeted Section 3 worker based upon their self-certification?  Yes  No

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

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

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

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



## Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability

Business Information	
Name of Business:	
Address of Business:	
Name of Business Owner :	
Phone Number of Business Owner:	
Email Address of Business Owner :	

Preferred Contact Information	
Same as above: <input type="checkbox"/>	
Name of Preferred Contact:	
Phone Number of Preferred Contact:	

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

- Corporation     
  Partnership     
  Sole Proprietorship     
  Joint Venture

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

- At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 3)
- At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 3).

**Business Concern Affirmation**

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

**Print Name:**

---

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

*\*Certification expires within six months of the date of signature Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)*

**FOR ADMINISTRATIVE USE ONLY**

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

Yes       No

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

# JOB POSTING

We're looking for:

Laborer

Carpenter

Mason

Certified Mechanics

Email your resume and apply at [example@mail.com](mailto:example@mail.com)

Inquire at:

(Phone number)

(Address here)

Exhibit 4

**Contractor Certification to Efforts to Fully Comply with Employment and Training Provisions of Section 3 Provisions of 24CFR 75**

The bidder represents and certifies as part of its bid/offer the following:

Section 3 Business concern and has submitted the required certification with the bid. A Section 3 Business concern means a business concern:

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

I am not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

**Efforts to award subcontractor to Section 3 concerns (*Check all that apply*)**

Contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.

Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.

Providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations

Following up with Section 3 business concerns that have expressed interest in the contracting opportunities

Coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought

Conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities

Advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.

Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses

Entering into a "first source" hiring agreements with organizations representing Section 3 residents

Exhibit 4

- Establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades
- Advertising employment and training positions to dwelling units
- Contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled
- Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

**Section 3 Efforts to comply affirmation**

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

**Print Name & Title:**

**Signature:**

**Date:**

**Bidder/offeror, if the Bidder/offeror is an Individual Partner, if the Bidder/offeror is a Partnership Officer, if the Bidder/offeror is a Corporation**

**Print Name & Title:**

**Signature:**

**Date:**

**Bidder/offeror, if the Bidder/offeror is an Individual Partner, if the Bidder/offeror is a Partnership Officer, if the Bidder/offeror is a Corporation**

*\*Certification expires within six months of the date of signature Information regarding Section 3 can be found at [24 CFR 75.5](#)*

**FOR ADMINISTRATIVE USE ONLY**

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

- Yes       No

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

**GHURA Section 3 Job Order Form**

The following job order shall be completed by vendors to request assistance in recruiting Section 3 Workers when they have new hire needs. The form should be submitted to the Section 3 Compliance Coordinator (ccabral@ghura.org) as soon as the contractor is aware of the hiring need. GHURA will use the form to identify and recruit candidates to fill the position. A separate job order must be completed for each position title.

This job order is not a substitute for recruitment efforts by the contractor/subcontractor. You are encouraged to engage in independent outreach efforts, including posting this job opening at the job site and posting at HUD Opportunity Portal. For hiring priorities, refer to your contract, or inquire with the Section 3 Compliance Administrator.

**PART I: CONTRACTOR INFORMATION:**

<b>Contractor Name:</b>	<b>Project Description:</b>	<b>GHURA Contract Number</b>
<b>Point of Contact Title :</b>	<b>Telephone:</b>	<b>Email:</b>
<b>Work/Project Start Date</b>	<b>Work/Project End Date:</b>	<b>Notes:</b>

**PART II: JOB DETAILS:**

<b>Job Title:</b>	<b>Job Start Date:</b>	<b>Job End Date:</b>
<b>Job Location:</b>	<b>Pay Rate:</b>	<b>Required Skills/Experience:</b>
<b>Required Licenses/Certifications:</b>	<b>Work Hours/Days:</b>	

**PART III: CONTRACTOR EFFORTS:**

Would your business be able to provide training or refer the Section 3 Worker to a local agency administering training programs?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

This form was completed by:

---

**Name :**
**Date :**
**Signature:**

## **Contractor Certification to Efforts to Fully Comply with Employment and Training Provisions of Section 3 Provisions of 24CFR 75**

The bidder represents and certifies as part of its bid/offer the following:

Section 3 Business concern and has submitted the required certification with the bid. A Section 3 Business concern means a business concern:

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

I am not a Section 3 Business concern but who has and will continue to seek compliance with Section 3 by certifying to the following efforts to be undertaken.

### **Efforts to award subcontractor to Section 3 concerns (*Check a minimum of two items*)**

Contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.

Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas of the applicable development(s) owned and managed by the Housing Authority.

Providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations

Following up with Section 3 business concerns that have expressed interest in the contracting opportunities

Coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought

Conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities

Advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.

Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 businesses

Entering into a "first source" hiring agreements with organizations representing Section 3 residents

- Establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades
- Advertising employment and training positions to dwelling units
- Contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled
- Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

**Section 3 Efforts to comply affirmation**

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

**Print Name & Title:**

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

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

**Bidder/offeror, if the Bidder/offeror is an Individual Partner, if the Bidder/offeror is a Partnership Officer, if the Bidder/offeror is a Corporation**

**Print Name & Title:**

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

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

**Bidder/offeror, if the Bidder/offeror is an Individual Partner, if the Bidder/offeror is a Partnership Officer, if the Bidder/offeror is a Corporation**

*\*Certification expires within six months of the date of signature Information regarding Section 3 can be found at [24 CFR 75.5](#)*

**FOR ADMINISTRATIVE USE ONLY**

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

- Yes       No

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



## Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability

Business Information	
Name of Business:	
Address of Business:	
Name of Business Owner :	
Phone Number of Business Owner:	
Email Address of Business Owner :	

Preferred Contact Information	
Same as above:	<input type="checkbox"/>
Name of Preferred Contact:	
Phone Number of Preferred Contact:	

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

- Corporation       Partnership       Sole Proprietorship       Joint Venture

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

- At least 51 percent of the business is owned and controlled by low- or very low-income persons (Refer to income guidelines on page 3)
- At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers (Refer to definition on page 3).
- N/A if the bidder is not claiming Section 3 preference.

**Business Concern Affirmation**

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

**Print Name:**

**Signature:**

**Date:**

*\*Certification expires within six months of the date of signature Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)*

**FOR ADMINISTRATIVE USE ONLY**

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

Yes      No

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

# The Guam Housing and Urban Renewal Authority Section 3 Income Limits

## Eligibility Guidelines

The workers income must be at or below the amount provided below for an individual (household of 1) regardless of actual household size.

Individual Income Limits		
FY20__ Income Limit Area	Income Limits Category	FY20__ Income Limits
GUAM	Extremely Low Income Limits 30%	\$14,350
	Very Low Income Limits 50%	\$23,900
	Low Income Limits 80%	\$38,200

### Section 3 Worker Definition:

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

### Targeted Section 3 Worker Definition:

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

**Law to be Observed**

1. The Proposer is to be familiar with federal and local laws, codes, ordinances, and regulations which, in any manner, affect those engaged or employed in the work or the material or equipment used in or upon the site, or in any way affect the conduct of the work. No place of misunderstanding or ignorance on the part of the Arbitrator will in any way serve to modify the provision of the contract.

2. Restriction Against Contractors Employing Convicted Sex Offenders from Working at Government of Guam Venues. (§5253 of Title 5 Guam Code Annotated).

(a) No person convicted of a sex offense under the provisions of Chapter 25 of Title 9 Guam Code Annotated, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA in Guam, or an offense in any jurisdiction which includes, at a minimum all of the elements of said offenses, or who is listed on the Sex Offender Registry, and who is employed by a business contracted to perform services for an agency or instrumentality of the Government of Guam other than a public highway;

By submission of this bid or offer, each Vendor and each person signing on behalf of any Vendor certifies, and in the case of a joint bids or offers each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief will be in compliance:

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

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

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

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

Title: \_\_\_\_\_  
Bidder/offeror, if the Bidder/offeror is an Individual  
Partner, if the Bidder/offeror is a Partnership  
Officer, if the Bidder/offeror is a Corporation

Title: \_\_\_\_\_  
Bidder/offeror, if the Bidder/offeror is an Individual  
Partner, if the Bidder/offeror is a Partnership  
Officer, if the Bidder/offeror is a Corporation

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

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

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

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

**Bidder's Qualifications**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items requiring additional explanation. This information may be submitted in a separate sealed envelope marked **CONFIDENTIAL** "Bidder's Qualifications and Financial Statement". In the event your bid is not selected for award, this envelope will be returned to the Contractor unopened.

1. Name of Bidder	2. Date organized
3. Permanent main office address	4. State incorporated
	5. How many years have you been engaged in the contracting business under your present firm name?

6. Listing of current contracts: (Schedule these, showing nature of the work, gross amount of each contract, anticipated dates for completion, name and telephone number of owner's representative).


7. General character of work usually performed by your company.

--

8. Have you ever failed to complete any work awarded to you? If so, where and why?

--

9. Have you ever defaulted on a contract?

--

10. List the three (3) most important structures recently completed by your company, stating approximate cost of each, month and year completed, name and telephone number of owner's representative.


11. List your major equipment available for use on this contract.


12. Experience in construction work similar in importance to this project.



13. Background and experience of the principal members of your firm, including the officers and proposed construction superintendent.

--

14. Credit available for administration of this contract, furnish written evidence.

--

15. Financial report not more than three (3) months old and containing a balance sheet providing at least the following information.

**Balance Sheet**

**ASSETS**

**CURRENT ASSETS:**

- Cash
- Joint Venture Accounts
- Accounts Receivable
- Notes Receivable
- Accrued Interest on Notes
- Deposits
- Material and Prepaid Expense
- Total Current Assets

**FIXED ASSETS - NET**

**OTHER ASSETS**

**TOTAL ASSETS:**

**LIABILITIES AND CAPITAL**

**CURRENT LIABILITIES**

- Accounts Payable
- Notes Payable
- Accrued Interest on Notes
- Provision for Income Taxes
- Advances Received from Owners
- Accrued Salaries
- Accrued Payroll Taxes
- Other
- Total Current Liabilities

**OTHER LIABILITIES**

**CAPITAL**

- Capital Stock
- Authorized and Outstanding Shares,  
Par Value
- Earned Surplus

**TOTAL LIABILITIES AND CAPITAL**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Guam Housing and Urban Renewal Authority in verification of the recitals comprising this Statement of Bidder's Qualifications.

Signature of Bidder	Name of Bidder
Date	Title of Bidder

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

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

# 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. 11/30/2023)

**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 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.

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## 1. Definitions

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

## 2. Contractor's Responsibility for Work

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

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

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

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

#### 4. Other Contracts

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

### Construction Requirements

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

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

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

#### 6. Construction Progress

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

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

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

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

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

## 8. Differing Site Conditions

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

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

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

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

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

## 9. Specifications and Drawings for Construction

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

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

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

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

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

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

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

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

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

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

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

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

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

#### 12. Permits and Codes

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

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

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

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

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

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

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

(b) For these purposes, the Contractor shall:

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

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

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

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

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

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

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

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

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

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

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

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

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

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

## 17. Temporary Buildings and Transportation of Materials

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

## 18. Clean Air and Water

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

## 19. Energy Efficiency

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

## 20. Inspection and Acceptance of

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

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

## 21. Use and Possession Prior to Completion

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

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

## 22. Warranty of Title

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

## 23. Warranty of

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

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

**24. Prohibition Against Liens**

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

**Administrative Requirements**

**25. Contract Period**

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

**26. Order of Provisions**

accordance with the terms and conditions of the

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

**27. Payments**

retain ten (10) percent of the amount of progress

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

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

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

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

**Name:**

Title:

Date:

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



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

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

## 28. Contract Modifications

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

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

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

## 29. Changes

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

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

### 30. Suspension of Work

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

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

### 31. Disputes

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

### 32. Default

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

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

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

### 33. Liquidated Damages

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

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

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

### 34. Termination for

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

### 35. Assignment of Contract

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

### 36. Insurance

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

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

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

[Contracting Officer insert amount] per occurrence.

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

### 37. Subcontracts

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

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

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

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

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

### 39. Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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47. Non-Federal Prevailing Wage Rates

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

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

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

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

48. Procurement of Recovered Materials.

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

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

"General Decision Number: GU20230008 01/06/2023

Superseded General Decision Number: GU20220008

State: Guam

Construction Type: Building  
 Building Construction (Applies only to projects funded under the National Defense Authorization Act of 2010 - Guam Realignment Fund - Defense Policy Review Initiative) BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

County: Guam Statewide.

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)(2)-(60).

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:	<ul style="list-style-type: none"> <li>◆ Executive Order 14026 generally applies to the contract.</li> <li>◆ The contractor must pay all covered workers at least \$16.20 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 2023.</li> </ul>
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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                              01/06/2023

SUGU2021-001 08/16/2022

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.62	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.86 **	0.00
ELECTRICIAN.....	\$ 18.88	0.00
HVAC MECHANIC: HVAC UNIT INSTALLATION.....	\$ 17.29	0.63
IRONWORKER, REINFORCING.....	\$ 16.57	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.10	0.00
LABORER: Common or General.....	\$ 14.22 **	0.00

OPERATOR:

Backhoe/Excavator/Trackhoe.....	\$ 17.84	0.00
OPERATOR: Loader.....	\$ 17.31	0.00
PAINTER (Brush and Roller).....	\$ 15.03 **	0.00
PLUMBER (HVAC Pipe Installation).....	\$ 19.47	1.26
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 17.22	0.29
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 20.93	1.43

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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 (\$16.20). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

**A. APPLICABILITY**

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

**(1) MINIMUM WAGES**

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

**(3) Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

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

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.



Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

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

#### **(4) Apprentices and Trainees.**

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

## **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

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

## **C. HEALTH AND SAFETY**

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

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

**(2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**Bid Information**

<b>IFB Number GHURA-23-03-CDBG-5TREN</b>		<b>Submit bid to:</b>  <b>GHURA</b> <b>117 Bien Venida Ave.</b> <b>Sinajana, Guam 96926</b>  <b>Contract:</b> Sonny Perez, 475-1404 or email <a href="mailto:sperez@ghura.org">sperez@ghura.org</a>  Michael Recuyal, 475-1318 or email <a href="mailto:msrecuyal@ghura.org">msrecuyal@ghura.org</a>  Andrew Manglona, 475-1315 or email <a href="mailto:amanglona@ghura.org">amanglona@ghura.org</a>
<b>Bid Opening Date:</b> Feb. 22, 2023	<b>Bid Opening Time:</b> 2:00pm	
<b>Project Title:</b> Talofoto Renaissance Concrete Repair & Renovation		
<b>Project Description:</b> Concrete Repair and Renovation of Five (5) Existing Homes		
<b>Contract Completion Time:</b> See Special Conditions		
<b>Amount of Liquidated Damages:</b> \$150.00 per calendar day		

**Bidder's Information**

<b>Name of Company</b>	<b>FEIN</b>
	<b>Bidder's Telephone Number</b>
<b>Bidder's Address</b>	<b>Bidder's Fax Number</b>
	<b>Name of Person Submitting the Bid</b>
	<b>Title of Person Submitting the Bid</b>

**Bidder's Acknowledgments**

<p>This is to acknowledge that an authorized representative(s) of the above named company has familiarized himself/herself/themselves with the local conditions affecting the cost of the work, all instructions, General and Supplemental Conditions, Contractor's compliance and reporting requirements, the specifications, drawings, and addenda.</p> <p>GHURA requires a minimum acceptance period of 60 calendar days "Acceptance period," as used in this provision, means the number of calendar days available to GHURA for awarding a contract from the date specified in this solicitation for receipt of bids. <b>GHURA reserves the option, depending on the availability of funds to award a contract to the lowest responsible responsive bidders submitting the lowest bid on Base Bid Item No. 1 &amp; 2 . A bid make be submitted for either or both bid items</b></p> <p>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). In submitting this bid, it is understood that the right is reserved by GHURA to reject any and all bids.</p>			
<p><b>Acknowledgment of Addenda</b> The bidder acknowledges the following addenda: (Failure to acknowledge may cause bid rejection.)</p>			
<b>Addenda No.</b>	<b>Addenda Date</b>	<b>Addenda No.</b>	<b>Addenda Date</b>
	<b>Addenda Date</b>	<b>Addenda No.</b>	<b>Addenda Date</b>

**Required Submissions**

<p>To be responsive, the bidder must submit the following documents in a sealed envelope marked on its face with the correct bidding information with his/her bid:</p>	
<p><b>Form HUD-5369-a</b>, Representations, Certifications, and Other Statements of Bidders  <b>AG form 002</b>, Disclosing ownership &amp; Commission  <b>AG form 003</b>, Affidavit re Non-Collusion  <b>AG form 004</b>, Affidavit re No Gratuities or Kickbacks  <b>AG form 005</b>, Affidavit re Ethical Standards  <b>AG form 007</b>-Affidavit re Contingent Fees  <b>Form GHURA 01B</b>, Section 3 Preference Certification completed and certified OR marked NA if the bidder is not claiming Section 3 preference.</p>	<p><b>Form GHURA 09</b>, Law to be observed  <b>GHURA 010</b>, Bidder's Qualifications including a Financial Statement and a certificate of authority to do business in Guam  <b>Form GHURA 013</b>, Bidder's Section 3 Commitment  <b>Form GHURA 014</b>, Bid Form  <b>Form GHURA 016</b>, Bid Bond and Certificates  <b>Contractor's License</b>  <b>Acknowledged copies of any and all Addenda</b></p>
<p>GHURA shall reject a bid as non-responsive and bid that does not include</p>	<p>each of the above documents, fully completed and properly executed.</p>

**Base Bid Item No. 1**

The bidder hereby proposes to furnish all labor, materials, equipment and services required to complete the design and construction contract as per the requirements of the design and specification documents for Concrete Repair and Renovation of 3 homes located in Talafofo all in accordance therewith, for the sum of:

\_\_\_\_\_ DOLLARS

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

**Base Bid Item No. 2**

The bidder hereby proposes to furnish all labor, materials, equipment and services required to complete the design and construction contract as per the requirements of the design and specification documents for Concrete Repair and Renovation of 2 homes located in Talafofo all in accordance therewith, for the sum of:

\_\_\_\_\_ DOLLARS

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

**A breakdown is required for each item description as noted below**

Item #	Item Description	Estimated Quantity	Unit		Unit Bid Price
			Measure	Price	
<b>Base Bid No 1</b>					
1	Unit# 1, Talafofo, Guam				\$
2	Unit# 3, Talafofo, Guam				\$
3	Unit# 7, Talafofo, Guam				\$
					\$
					\$
<b>Base Bid No. 2</b>					
4	Unit# 5, Talafofo, Guam				\$
5	Unit# 9, Talafofo, Guam				\$
					\$
					\$
					\$
					\$
The bidder may continue by copying and attaching this section to the Bid Form.					
<b>Sum of all cost extensions are included in the base bid</b>					<b>\$</b>

**Additive Bid Items**

**GHURA does not require** an additive bid for this proposal. To offer a bid the bidder is requested to breakout the following items from the base bid. Each item shall include all labor, materials, equipment and services required to complete

Item #	Item Description	Item Bid

**Individual Bidder**

<p><b>Trading and doing business as</b></p> <p>If fictitious trade name is employed in the conduct of business, insert such name and complete, as appropriate. This foregoing fictitious or trade name <input type="checkbox"/> is <input type="checkbox"/> is not a been registered under Guam Law.</p>	<p><b>Bidder's Signature</b></p> <p>_____</p> <p><b>Date</b></p> <p>_____</p>
<p><b>Name of person submitting the bid</b></p>	<p><b>Witness</b></p> <p>Witness Name _____</p>
<p><b>Business address</b></p>	<p>Witness Signature _____</p> <p>Date _____</p>

**Partnership Bidder**

<p><b>Name of Partnership</b></p> <p>If fictitious trade name is employed in the conduct of business, insert such name and complete, as appropriate. This foregoing fictitious or trade name <input type="checkbox"/> is <input type="checkbox"/> is not a been registered under Guam Law.</p>	<p><b>Bidder's Signature</b> _____</p> <p><b>Date</b> _____</p>
<p><b>Name of person submitting the bid</b></p>	<p><b>Witness</b></p> <p>Witness Name _____</p>
<p><b>Business address</b></p>	<p>Witness Signature _____</p> <p><b>Date</b> _____</p>

**Corporate Bidder**

<b>Name of Corporation</b>	<b>Corporate's Signature</b> _____ <b>Title</b> _____ <b>Date</b> _____
<b>Name of person submitting the bid</b>	<b>Certificate as to Corporate Principle</b> I, _____,
<b>Business address</b>	certify that I am the <b>Secretary of the corporation named as Principal in the within bond: That</b> _____ _____ , who signed the bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and I behalf of said corporation by authority of its governing body.  _____ (Corporate Seal)

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned \_\_\_\_\_

\_\_\_\_\_  
(Name of Principal)

as PRINCIPAL, and

\_\_\_\_\_  
SURETY

are held and firmly bound unto Guam Housing and Urban Renewal Authority, hereinafter called "GHURA", in the penal sum of \_\_\_\_\_

\_\_\_\_\_  
Dollars, ( \_\_\_\_\_ ), lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

NOW THEREFORE, if the principal shall not withdraw said bond within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with Guam Housing and Urban Renewal Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or time specified, if the principal shall pay Guam Housing and Urban Renewal Authority, the difference between the amount specified in said bid and the amount for which Guam Housing and Urban Renewal Authority may procure the required work or supplies, or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.



ATTEST:

Sole Proprietorship

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\_\_\_\_\_  
(Individual Principal Signature)

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

\_\_\_\_\_  
(Name of Individual Principal Above)

(Seal)

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ATTESTED:

Corporation

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

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

\_\_\_\_\_  
(Name of Corporate Principal Above)

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

Affix Corporate Seal

ATTEST:

Surety Company

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

\_\_\_\_\_  
Corporate Surety Signature)

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

\_\_\_\_\_  
Name of Corporate Surety)

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

Affix Corporate Seal

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(Power of Attorney for person signing for Surety Company must be attached to the Bond)

### CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_

Secretary of the Corporation names as Principal in the within the bond; that  
\_\_\_\_\_ " who signed the said bond on behalf of the

Principal was then \_\_\_\_\_ of said corporation; that I know his

signature, and his signature thereto is genuine; and that said bond was duly signed,

sealed, and attested to, for and *in* behalf of said corporation by authority of its governing

body.

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

THIS AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ by and between \_\_\_\_\_, A Corporation, Partnership or Sole Proprietorship existing under the laws of the State of \_\_\_\_\_ Guam hereinafter called the "Contractor," and the Guam Housing and Urban Renewal Authority, herein called the "GHURA."

WITNESSETH, that the Contractor and GHURA for the consideration stated herein, mutually agree as follows:

**ARTICLE I**

**Statement of Work.** The Contractor shall furnish all labor, material, equipment, and services and perform and complete all work required for the construction of Project No. GHURA-23-03-CDBG-5TREN, in strict accordance with "Specifications" for the, which includes all items listed in the Tale of Contents and Addenda thereto, Numbered and the drawings referred to herein, all as prepared by Architect, which said Specifications, Addenda and Drawings are incorporated herein by reference and made a part hereof.

**ARTICLE II**

**Contract Price.** GHURA shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the specifications for completed work meeting the requirements of the Contract Documents, the sum of \_\_\_\_\_.

**ARTICLE III**

Contractor agrees that time is of the essence in the completion of the work in the time required by this contract and hereby waives any notice of putting in default for failure to complete on time.

**ARTICLE IV**

**Contract Documents.** The contract shall consist of the following component parts:

- (a) This Instrument
- (b) General Conditions
  - (HUD-5370EZ or HUD-5370)
  - Wage Determination
- (c) Special/supplemental Conditions
- (d) Technical Specifications
- (e) Drawings
- (f) IFB #GHURA-23-03-CDBG-5TREN
- (g) Forms
  - (AG-002) Affidavit Disclosing Ownership and Commissions
  - (AG-003) - Affidavit re Non-Collusion
  - (AG-004) - Affidavit re No Gratuities or Kickbacks
  - (AG- 005) - Affidavit re Ethical Standards
  - (AG-007) - Affidavit re Contingent Fees
  - (GHURA-13) - Mandatory Compliance for Section 3
  - (GHURA-01B) - Section 3 Business Preference
  - (HUD-4010) - Federal Labor Standards
  - (HUD-5369) – Instructions to Bidders Offerors
  - (HUD-5369-a) - Representations, Certifications, and Other Statements of Bidders
- (h) Proposal
- (i) Addendum(s)

This instrument, together with the other documents enumerated in this ARTICLE IV, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of any other component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in the ARTICLE IV shall govern, except as otherwise specially stated. The various provisions in Addenda shall be construed in the order of the preference of the component part of the Contract which each modifies. IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three (3) original counterparts as of the day and year first above written

# Form of Contract

Name: \_\_\_\_\_ Executed by: **Elizabeth F. Napoli**  
 Executive Director for the Guam Housing Urban  
 Renewal Authority

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

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

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

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

## Contractor's Certification

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
 \_\_\_\_\_, of the Corporation, Partnership or Sole  
 (Title)  
 Proprietorship named as Contractor herein, and that \_\_\_\_\_, who signed  
 (Name of Signatory)  
 the Contract on behalf of the Contractor, was then the \_\_\_\_\_  
 of said Corporation, Partnership or Sole Proprietorship; that said contract was duly signed for and in behalf of said  
 Corporation, Partnership or Sole Proprietorship by authority of its governing body, and is within the scope of its  
 corporate powers.

(Corporate Seal) \_\_\_\_\_  
 Signature of person affixing the Corporate Seal

Funds Certified By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Controller

Grant No.	Project Number	Amount	



# GHURA

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Guahan Housing and Urban Renewal Authority  
Aturidat Ginima' Yan Rinueban Siudad Guahan  
117 Bien Venida Avenue, Sinajana, GU 96910  
Phone: (671)477-9851 Fax: (671) 300-7565 TTY: (671) 472-3701

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## Talofof Renaissance Concrete Repair & Renovation

PREPARED BY:  
A/E DIVISION

APPROVED BY:

SONNY M. PEREZ  
A/E MANAGER

## SPECIAL CONDITIONS

### 1. PROJECT SITE AND DESCRIPTION:

The projects is located in the village of Talofofu, See attached drawings for location. Project consists of 5-units with two (2) Basic Bid items, all Units are to be renovated and ready for occupancy. See Scope of work note below.

- a. **Basic Bid 1:** consisted of **Units #1, 3 & 7 (2bedrmm).**
- b. **Basic Bid 2:** consisted of **Units #5 & 9 (3bedroom).**

### 2. TIME OF COMPLETION:

The work shall commence at the time stipulated in the Notice to Proceed and shall be fully completed within the time frame indicated below:

- a. Design Time: The contractor shall complete the **Design time with 30 calendar days** upon receipt of the notice to proceed and shall submit two sets of copies of the final design calculation and approved drawings to GHURA. Within the period of 60 days, the contractor shall schedule a meeting for each of the following phases of design completion with GHURA, together with the Architect and Engineer for analysis and comments prior to final design approval.
- b. Permit and Construction Contract Period: **260 consecutive calendar days** after building permit is issued and signed off by DPW and other government agencies.
- c. Liquidated Damages: In case of failure on part of the Contractor to complete the work within the time fixed in the Contract, or within any time extensions given thereof, the Contractor and his sureties shall be liable for and shall pay to GHURA the sum of \$150.00 liquidated damages per calendar days of delay until the work is completed or accepted.

### 3. SCOPE OF WORK

#### 3.1 STRUCTURAL & ELECTRICAL SCOPE OF WORK for ALL FIVE (5) UNITS:

- a. Existing electrical aluminium raceway embeded in roof slab to be remove completely, provide new exposed aluminium raceway mounted on ceiling & walls. New raceway to include but not limited to conductors, light fixtures, switches and other appurtenances to complete electrical work (existing electrical panel box to remain).
- b. Existing solar water heater panels, metal supports and fasteners top of roof slab to be removed & disposed, connect water line supply line to existing water heater and ensure operability.
- c. Existing concrete spall to be repaired, remove all loose concrete from spalled area and apply new concrete repair materials suitable for the works to be done. exposed existing rebars to be coated with zinc rich primer single component fast drying, zinc rich coating to protect steel from corrosion. Where existing bars evident of corrosion greater than 20% new splice bars is required. See attached concrete repair details.
- d. Epoxy inject roof cracks where occurs.
- e. Apply new elastomeric roof coating over the entire existing roof, see bid specification.
- f. New walls & ceiling painting at all areas, match existing in-kind.
- g. Remove and replace all vinyl floor tiles and provide new to match existing in-kind.

#### 3.2 Unit #1

- a. New Interior walls & Ceiling painting at all areas.
- b. Secure Kitchen sink.

- c. Provide new door closure.
- d. Replace water heater door, match in-kind.
- e. Provide new hose bibb at all areas.
- f. Replaced damaged interior outlets covers.

### 3.3 Unit #3

- a. Existing upper wall hung cabinets to be removed and replaced with new, new to match existing in-kind.
- b. Provide new hose bibb
- c. Provide new vanity sink and water closet, replace in-kind.
- d. Provide new aluminum Water Heater door.

### 3.4 Unit #5

- a. Existing upper wall hung cabinets to be removed and replaced with new, new to match existing in-kind.
- b. Rear screen door damaged to be replaced with new, new to match existing in-kind.
- c. Existing window panels (24x24-1each & 30X60 – 1each) damaged to be repaired.

### 3.5 Unit #7

- a. Front door provide weather strip at bottom interior of door.
- b. Rear screen door damaged to be replaced with new, new to match existing in-kind.
- c. Provide new hose bibbs.

### 3.6 Unit #9

- a. Replace screen door closure.
- b. Replace window glass panel 24x24 (3each)
- c. Provide new hose bibb (1 each).
- d. Secure laundry sink. (1 each).

#### GENERAL NOTES:

1. Drawings provided are preliminary drawings for Bid purpose only and shall not be used for construction document. Contractor shall obtain Registered Architect & Engineer to provide assessments to the existing building condition and construction documents and to comply with Guam Design Codes and Guides References for building permit.
2. Contractor shall field verify existing site condition, dimensions and scope of work prior to bidding. Contractor to notify contracting officer for any discrepancies between scope of work, actual field conditions and project intent which may interfere with this project.

3. Miscellaneous items of work not indicated but which are necessary to implement the project intent of which are customarily performed shall be provided by the Contract Bidder as if fully and correctly described in the scope of work and/or drawings.
4. The contractor shall coordinate and obtain all necessary clearance from all Government agencies prior to any work activity within government utility side. Damaged done by the contractor to any existing GOVGUAM utility lines shall be repaired by the contractor at no cost to the Government. Repair work shall be per GOVGUAM standards and approval.
5. The Contractor shall obtain and pay for the Building Permit and Other Permit and Governmental Fees, License and Inspections necessary for proper execution and completion of the work.
6. Protection: Provide temporary fences, barricades, coverings, or other protection to preserve existing items indicated to remain and to prevent injury or damage to persons or property. Provide protection for adjacent properties, restore damaged work to condition existing prior to start of work.
7. Cleaning up: The Contractor shall, at all times, keep the premises free from accumulations of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove from site all construction materials, waste materials and rubbish from and about the sites as well.

I. DESIGN CODES/GUIDES AND REFERENCES

All services shall be performed in accordance with the general criteria contained in following references.

- a) Building Law, Title XXXII, Government Code of Guam
- b) International Building Code (2009 Edition)
- c) International Mechanical Code (Latest Edition)
- d) International Plumbing Code (Latest Edition)
- e) National Electrical Code (NEC-Latest Edition)
- f) National Electrical Safety (NESC –Latest Edition)
- g) Life Safety (Latest Edition)
- h) International Fire Code (IFC Latest Edition)
- i) National Fire Protection Association Handbook (NFPA 70)
- j) Illuminating Engineering Society (IES)
- k) American Disability Act (ADA)
- l) GEPA, USEPA, CFR29
- m) Guam Energy Code
- n) Army Corp of Engineers
- o) 2006 CNMI/Guam Storm water Management Manual
- p) All other codes, regulations, technical publications and design manuals applicable in the performance of this RFP.

II. GOVERNMENT REVIEWING AND APPROVING AGENCIES:

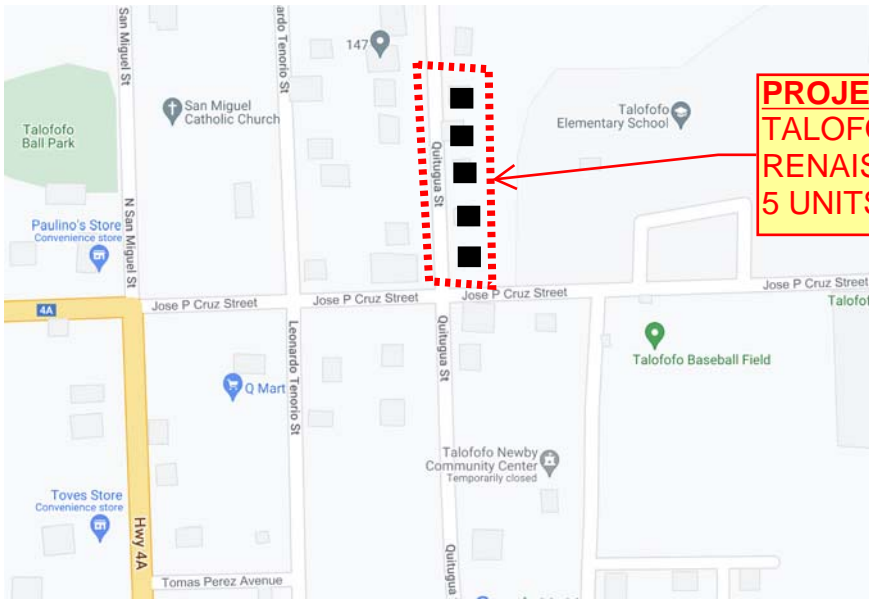
1. Department of Public Works
2. Guam Environmental Protection Agency
3. Department of Land Management
4. Guam Power Authority



5. Guam Waterworks Authority
6. Guam Historic Preservation
7. Guam Department of Agriculture

III. DISPOSAL:

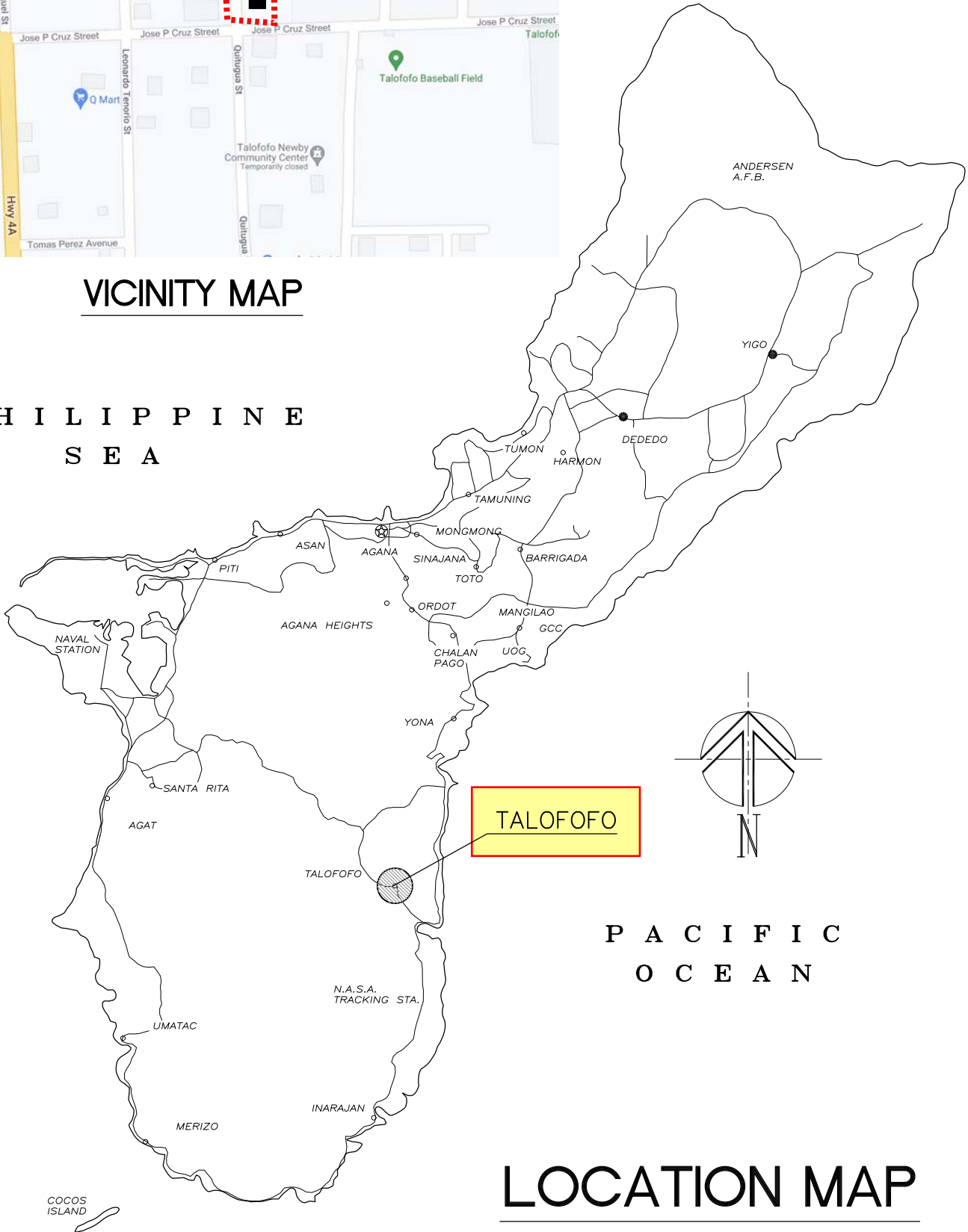
1. All debris collected and generated as result of project demolition and clearing shall be disposed off site by the contractor in accordance with GuamEPA and Guam Solid Waste Management Plan. Removal and Disposal fee shall be paid by the contractor.



**PROJECT LOCATION**  
**TALOFOFO**  
**RENAISSANCE**  
**5 UNITS**

**VICINITY MAP**

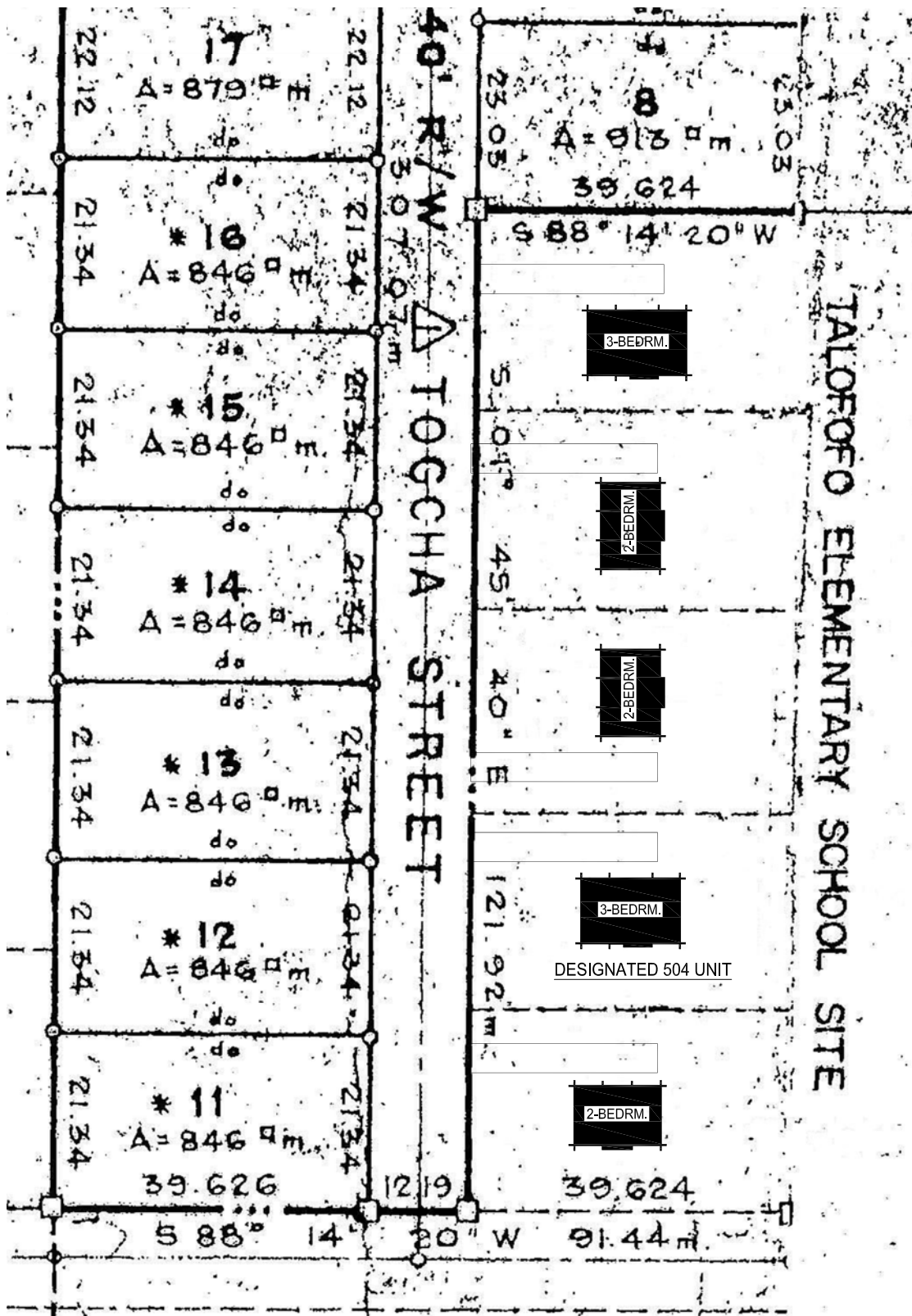
**P H I L I P P I N E**  
**S E A**



**TALOFOFO**

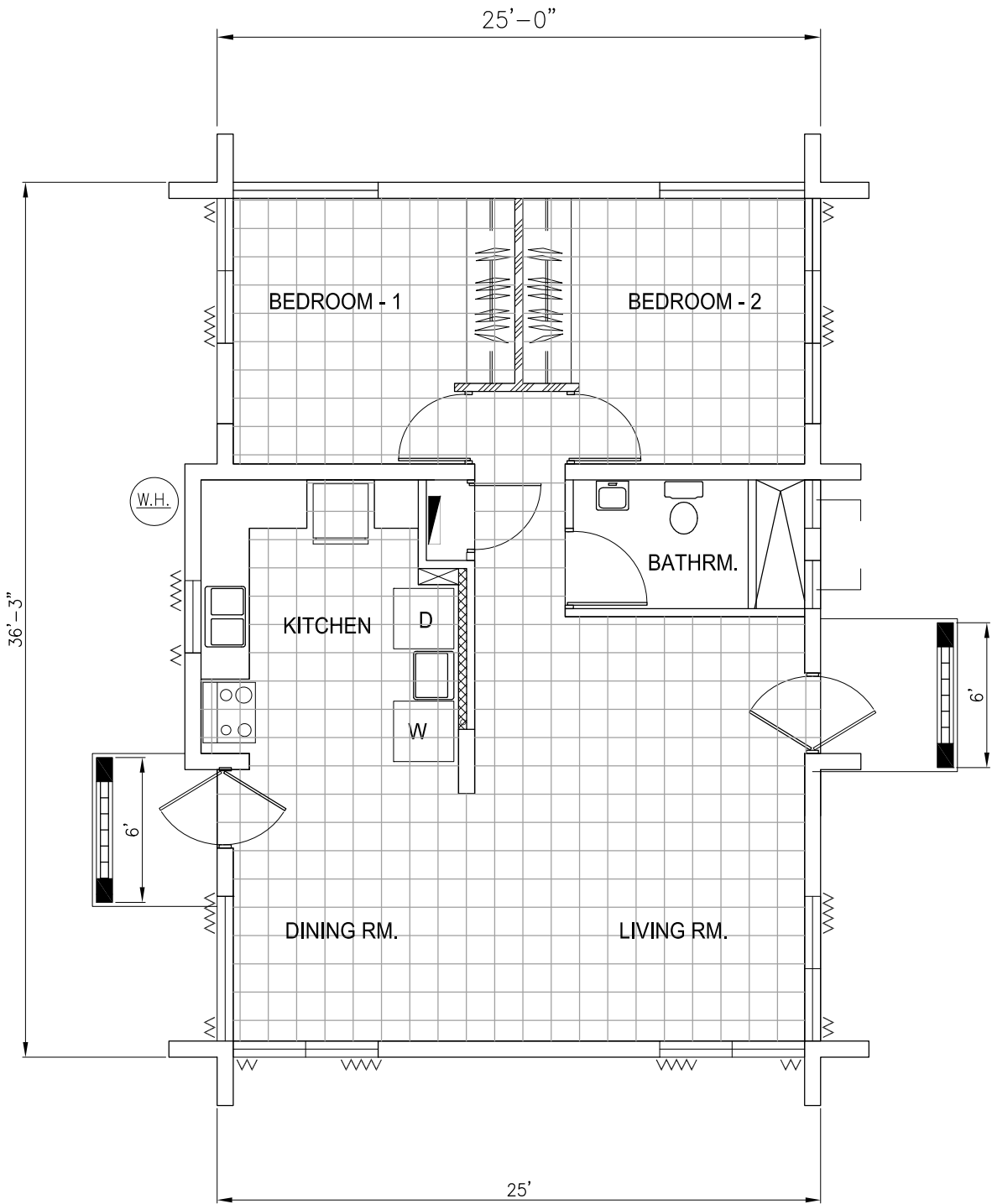
**P A C I F I C**  
**O C E A N**

**LOCATION MAP**

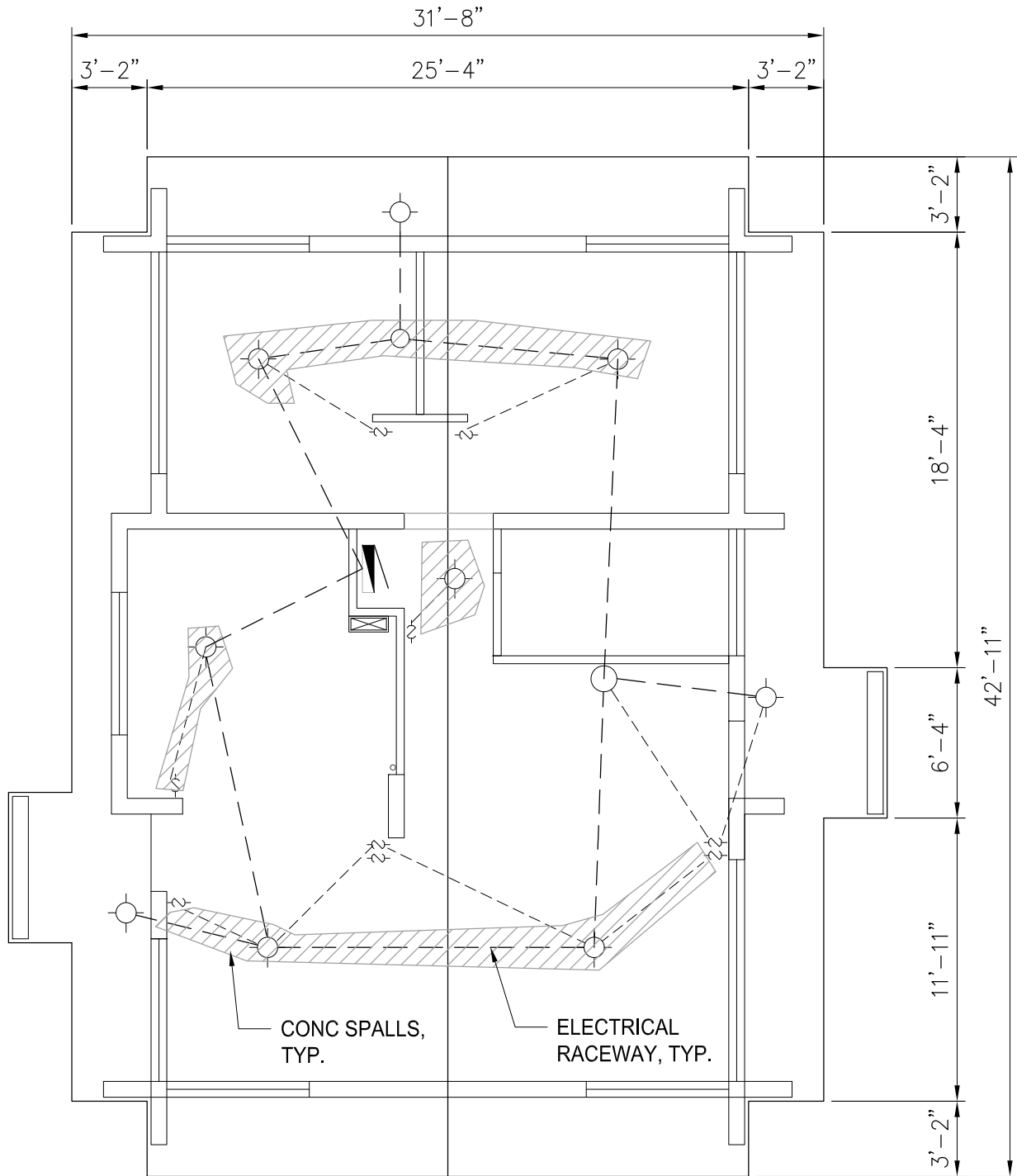


## SITE KEY PLAN - (TALOFOFO)

NOT TO SCALE



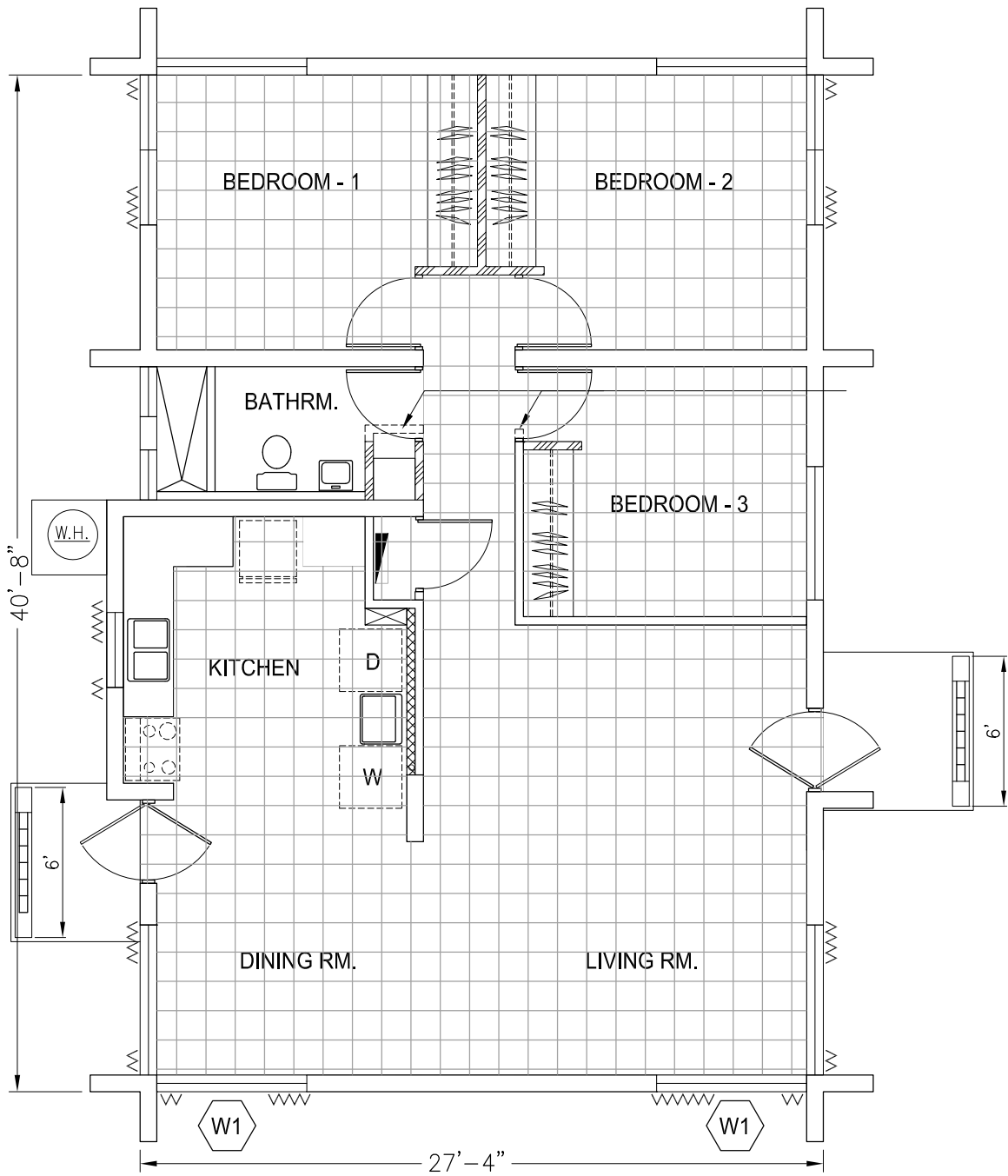
**UNIT #1 - FLOOR PLAN**  
**2-BEDROOM**



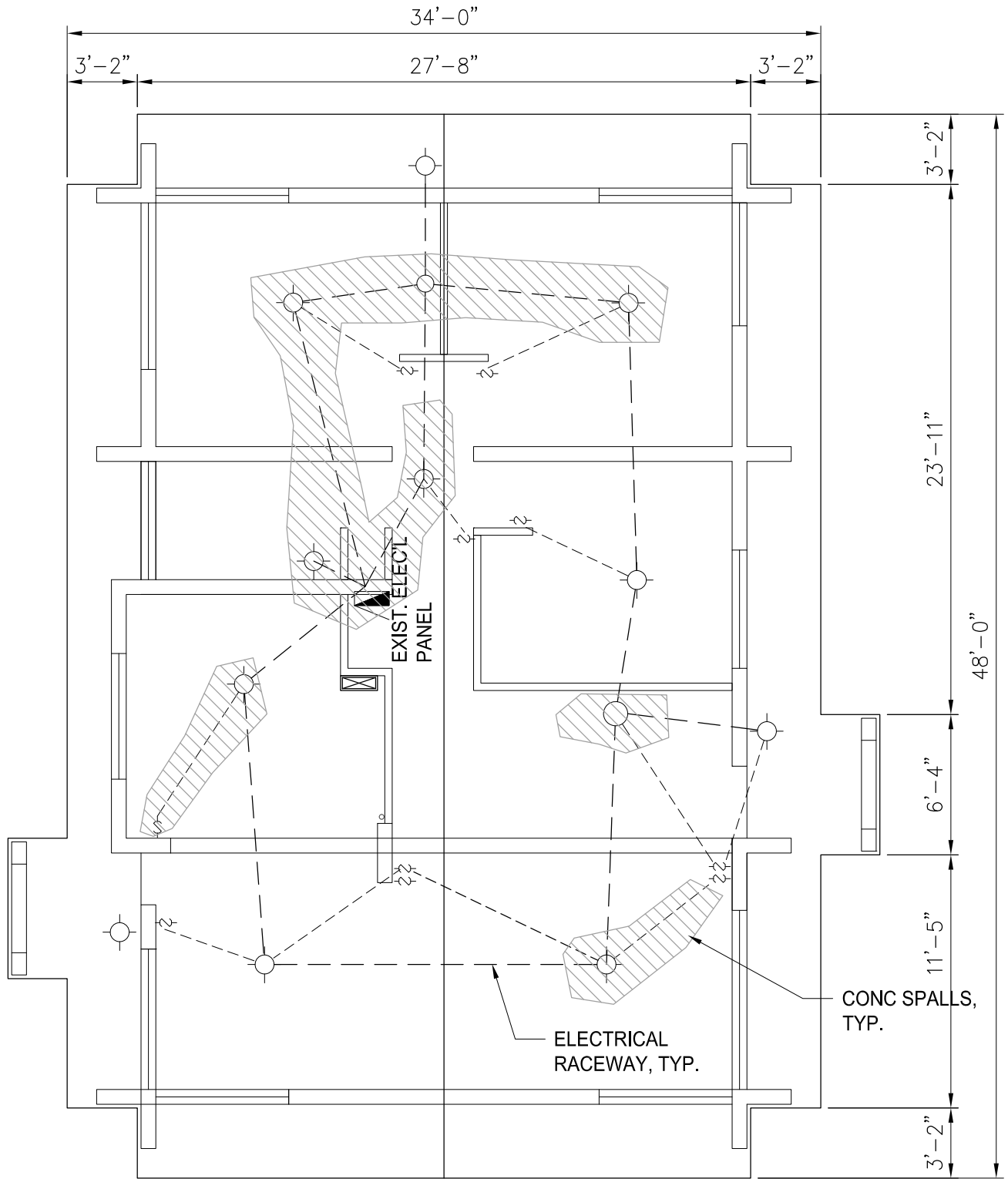
NOTES:

1. ALL ELECTRICAL RACEWAY LINES SHOWN ON THIS SHEET WERE BASED ON AVAILABLE DOCUMENTS AND ARE APPROXIMATE LOCATIONS ONLY. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL FIELD VERIFY ACTUAL CONDITIONS AND SHALL IMMEDIATELY NOTIFY THE GHURA OF ANY DISCREPANCIES BETWEEN THE PLANS FOR THIS PROJECT AND ACTUAL FIELD CONDITIONS WHICH MAY INTERFERE WITH THIS PROJECT.

**UNIT #1 - ROOF PLAN**  
**ELECTRICAL RACEWAY**



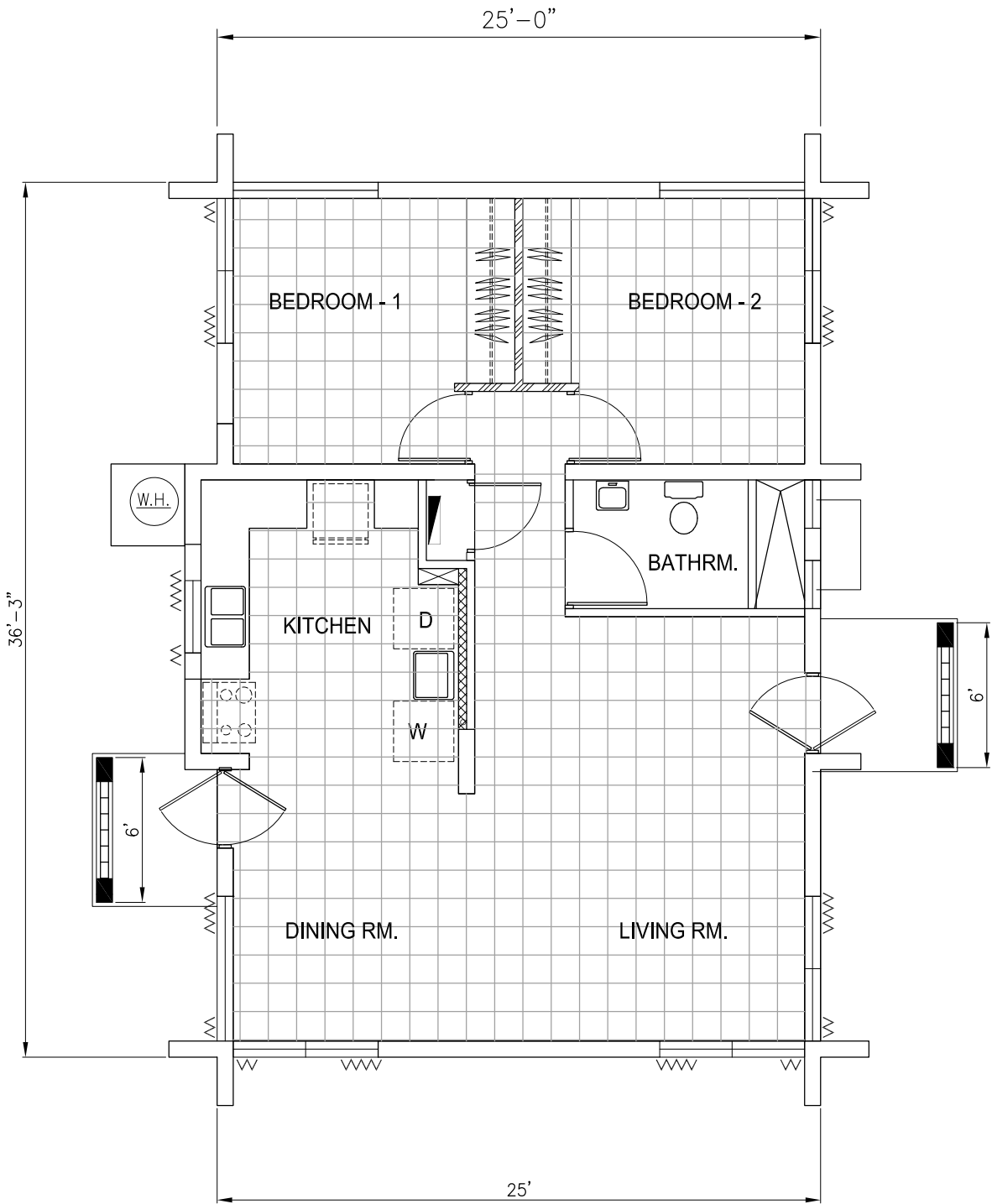
**UNIT #3 - FLOOR PLAN**  
**3-BEDROOM (504 UNIT)**



NOTES:

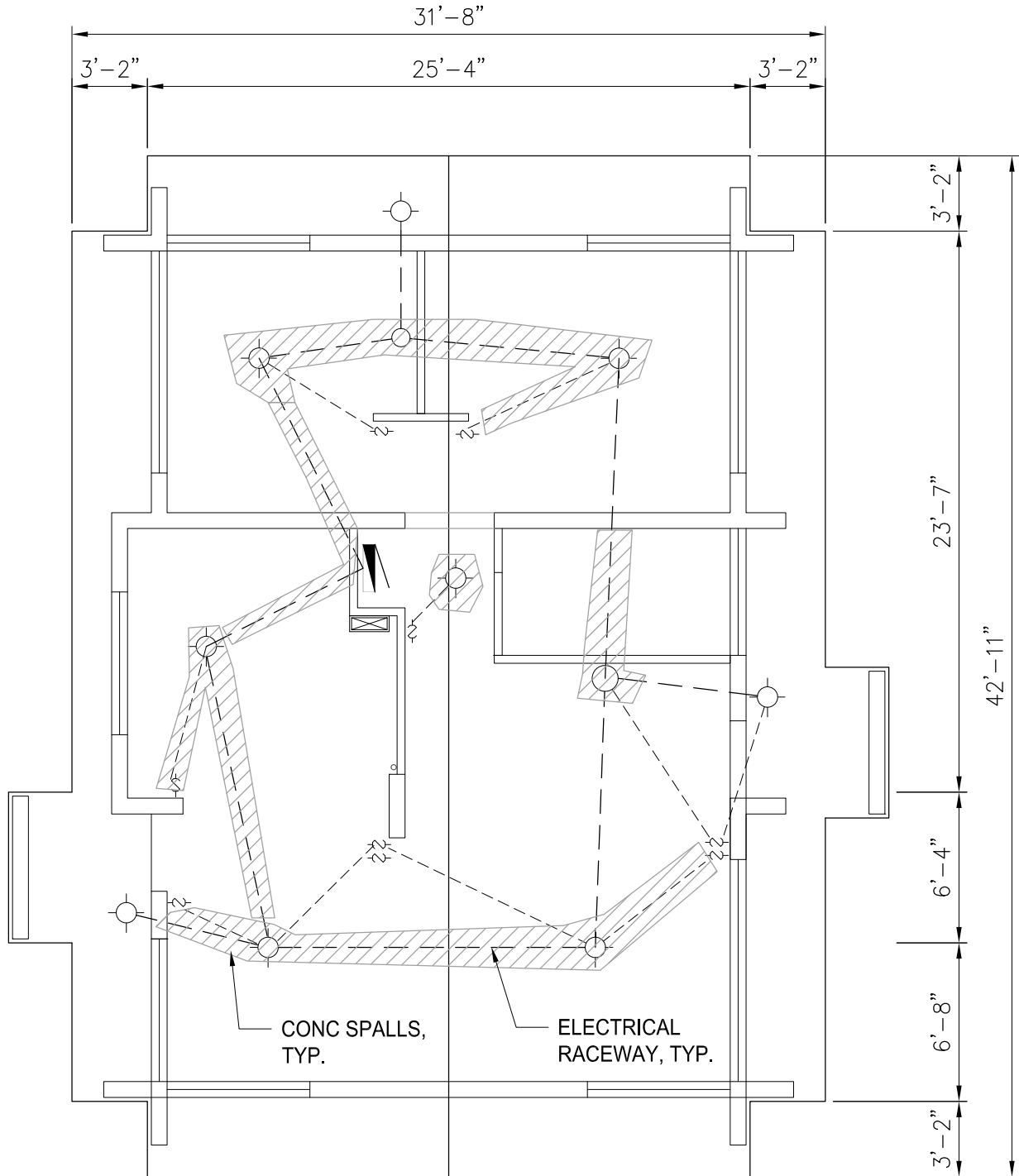
1. ALL ELECTRICAL RACEWAY LINES SHOWN ON THIS SHEET WERE BASED ON AVAILABLE DOCUMENTS AND ARE APPROXIMATE LOCATIONS ONLY. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL FIELD VERIFY ACTUAL CONDITIONS AND SHALL IMMEDIATELY NOTIFY THE GHURA OF ANY DISCREPANCIES BETWEEN THE PLANS FOR THIS PROJECT AND ACTUAL FIELD CONDITIONS WHICH MAY INTERFERE WITH THIS PROJECT.

**UNIT #3 - ROOF PLAN**  
**ELECTRICAL RACEWAY**



**UNIT #5 - FLOOR PLAN**  
**2-BEDROOM**

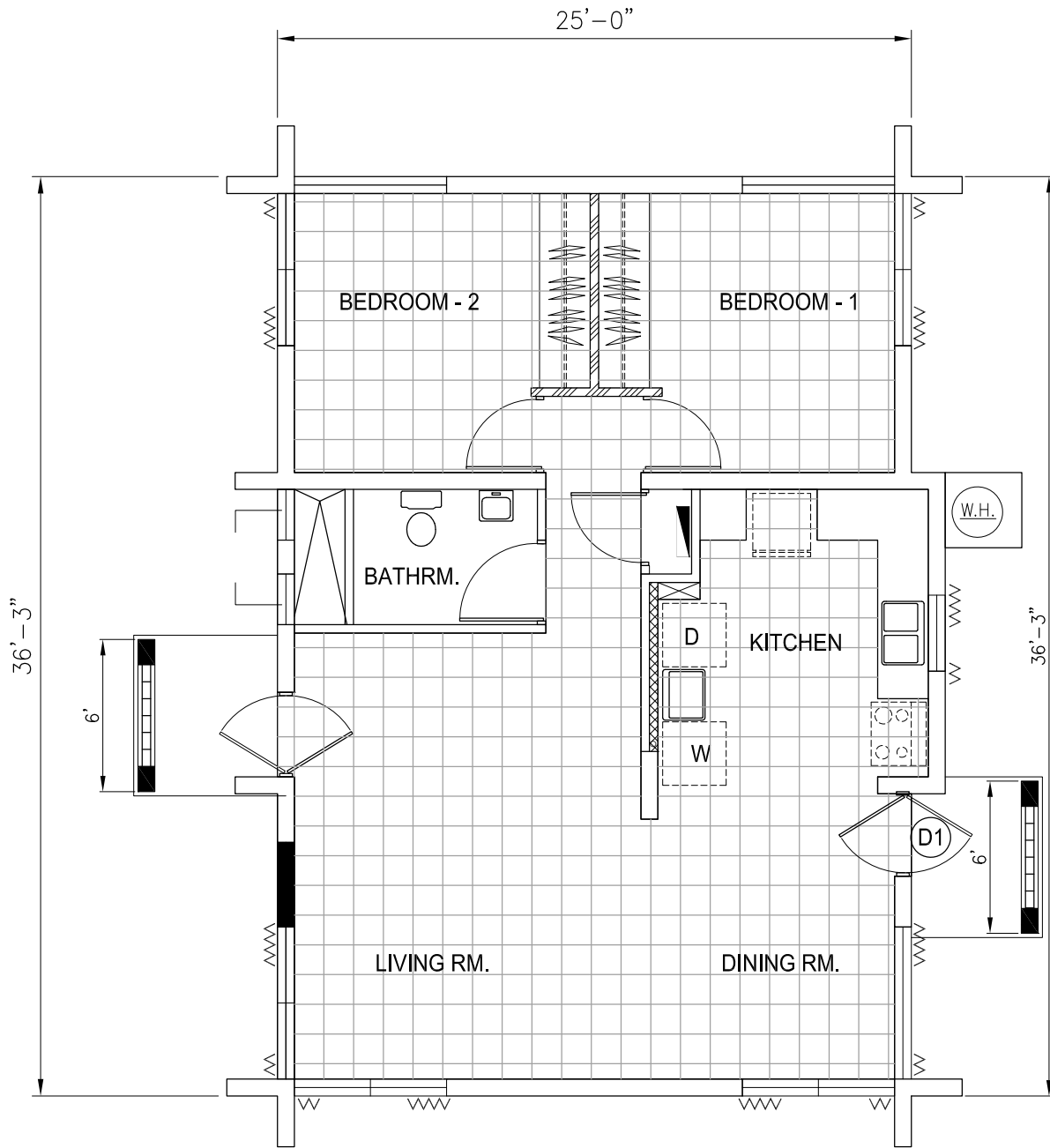




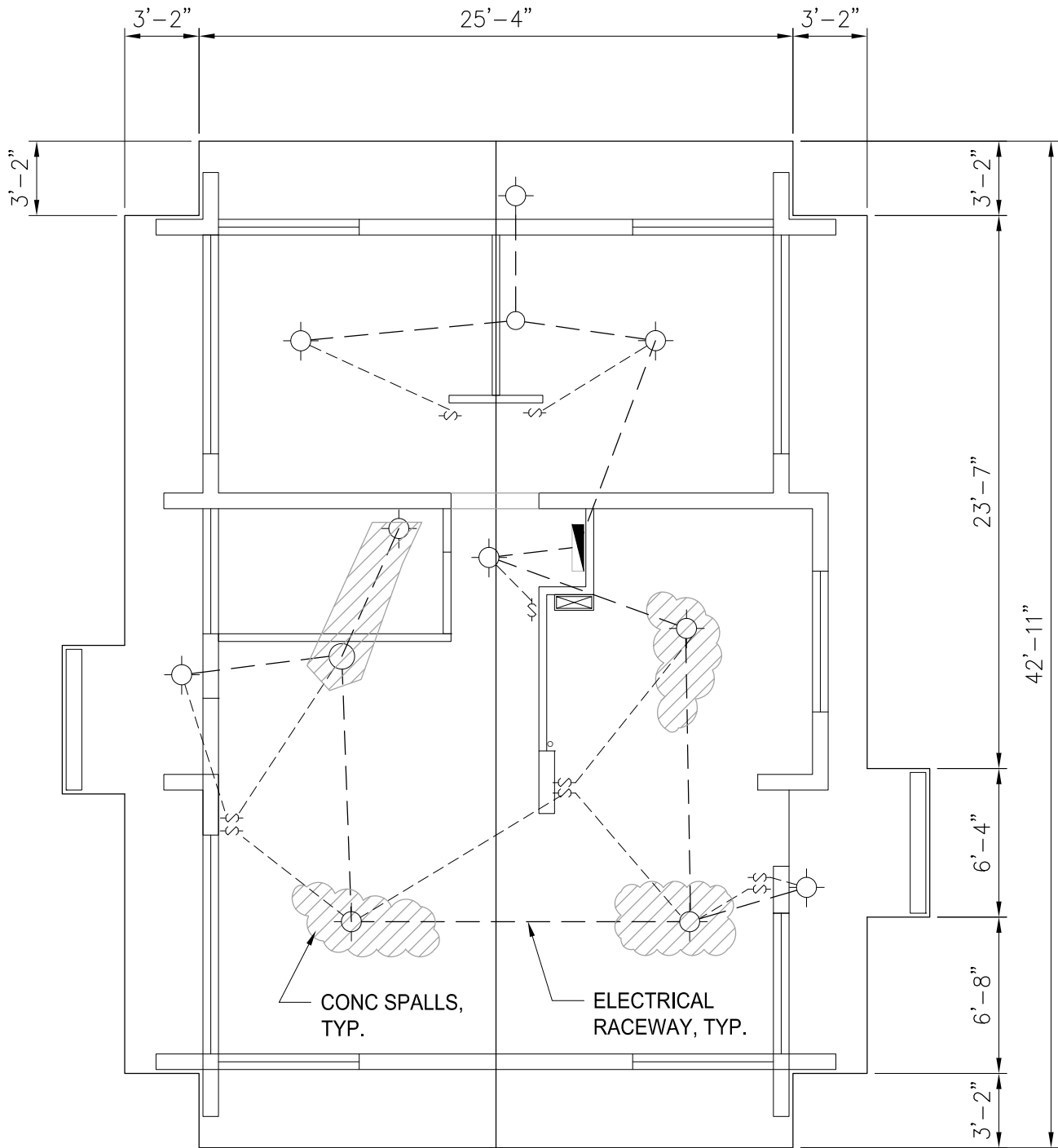
NOTES:

1. ALL ELECTRICAL RACEWAY LINES SHOWN ON THIS SHEET WERE BASED ON AVAILABLE DOCUMENTS AND ARE APPROXIMATE LOCATIONS ONLY. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL FIELD VERIFY ACTUAL CONDITIONS AND SHALL IMMEDIATELY NOTIFY THE GHURA OF ANY DISCREPANCIES BETWEEN THE PLANS FOR THIS PROJECT AND ACTUAL FIELD CONDITIONS WHICH MAY INTERFERE WITH THIS PROJECT.

**UNIT #5 - ROOF PLAN**  
**ELECTRICAL RACEWAY**



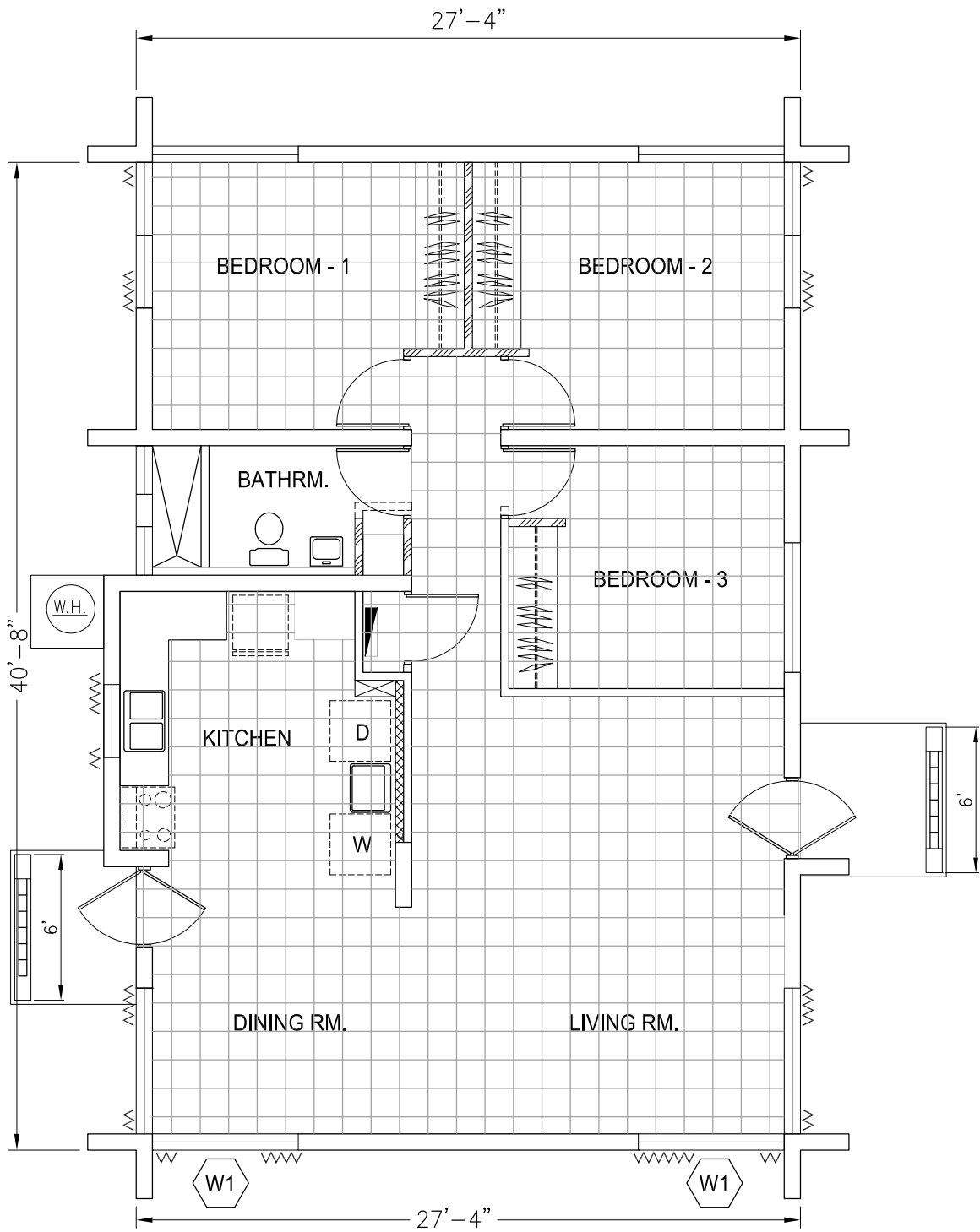
**UNIT #7 - FLOOR PLAN**  
**2-BEDROOM**



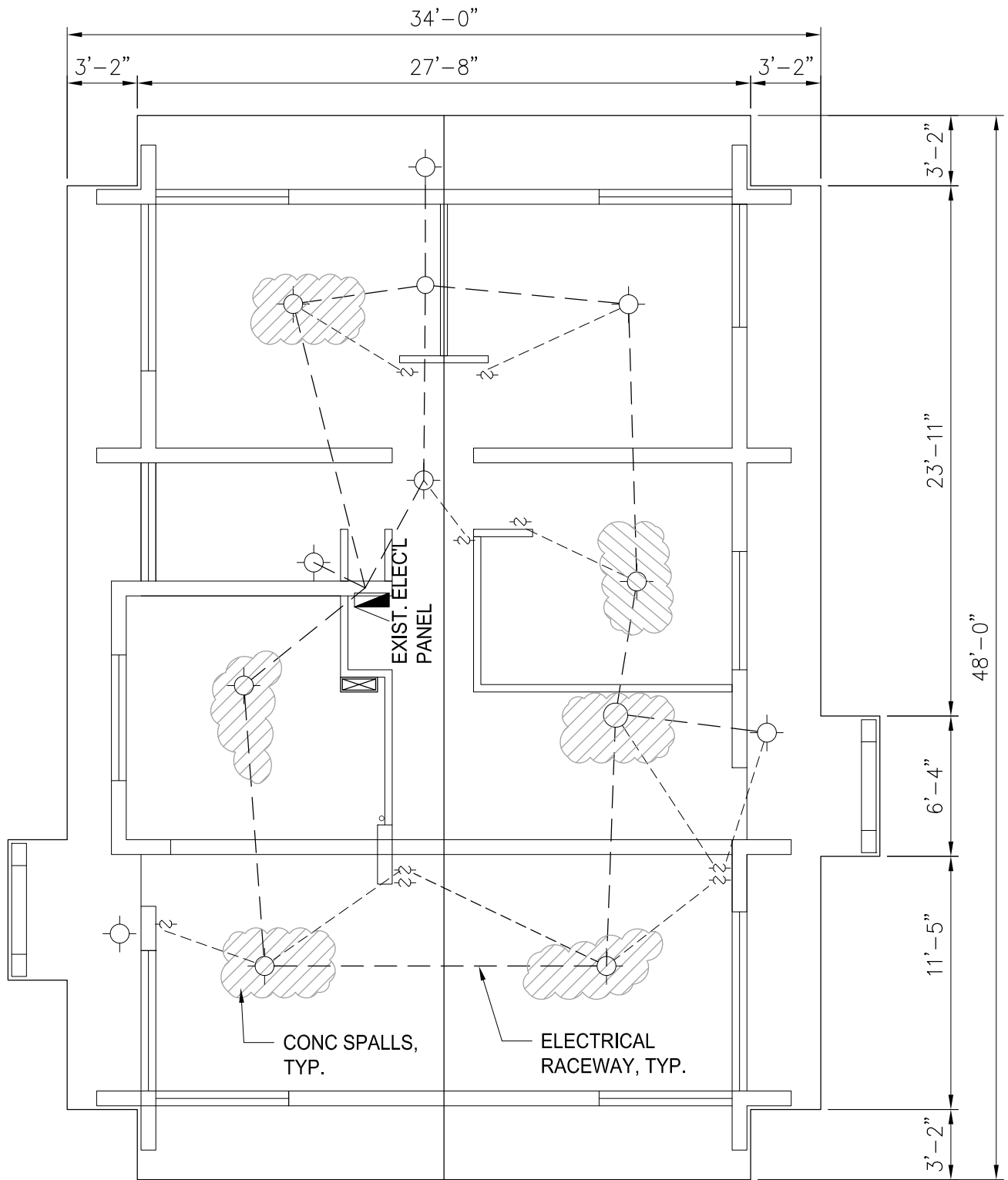
**NOTES:**

1. ALL ELECTRICAL RACEWAY LINES SHOWN ON THIS SHEET WERE BASED ON AVAILABLE DOCUMENTS AND ARE APPROXIMATE LOCATIONS ONLY. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL FIELD VERIFY ACTUAL CONDITIONS AND SHALL IMMEDIATELY NOTIFY THE GHURA OF ANY DISCREPANCIES BETWEEN THE PLANS FOR THIS PROJECT AND ACTUAL FIELD CONDITIONS WHICH MAY INTERFERE WITH THIS PROJECT.

**UNIT #7 - ROOF PLAN**  
**ELECTRICAL RACEWAY**



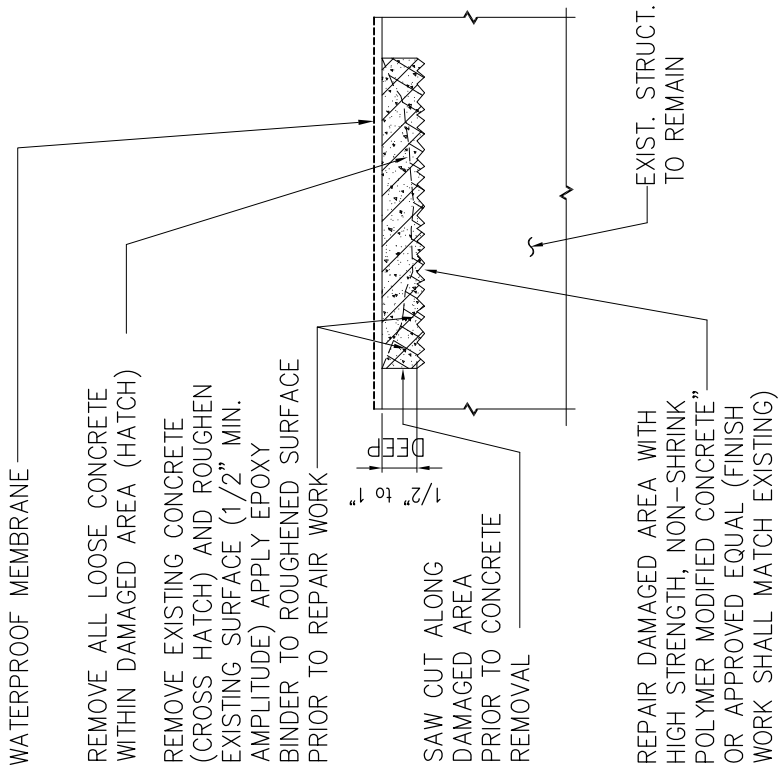
**UNIT #9 - FLOOR PLAN**  
**3-BEDROOM**



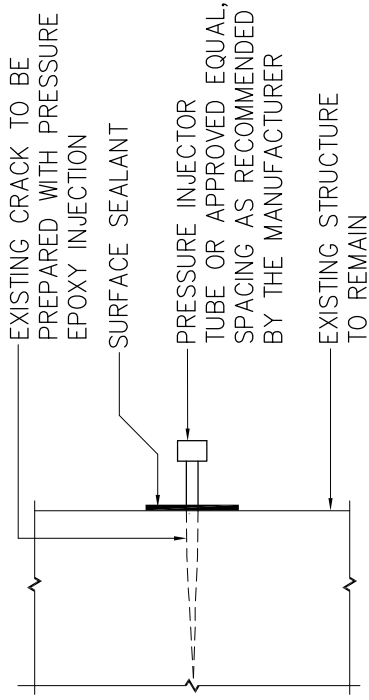
**NOTES:**

1. ALL ELECTRICAL RACEWAY LINES SHOWN ON THIS SHEET WERE BASED ON AVAILABLE DOCUMENTS AND ARE APPROXIMATE LOCATIONS ONLY. PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL FIELD VERIFY ACTUAL CONDITIONS AND SHALL IMMEDIATELY NOTIFY THE GHURA OF ANY DISCREPANCIES BETWEEN THE PLANS FOR THIS PROJECT AND ACTUAL FIELD CONDITIONS WHICH MAY INTERFERE WITH THIS PROJECT.

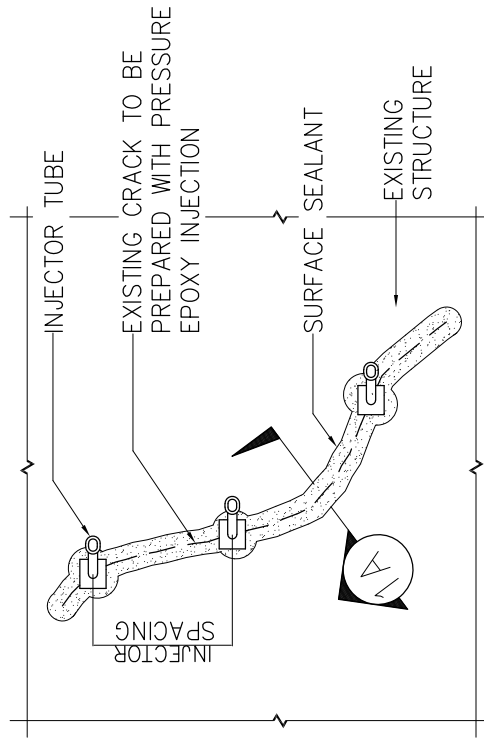
**UNIT #9 - ROOF PLAN**  
**ELECTRICAL RACEWAY**



CONCRETE SPALL REPAIR WORK DETAIL  
 SPALL/CHIPPED WITH CORRODED REINFORCEMENT BARS  
 (1" THICK AND DEEPER)



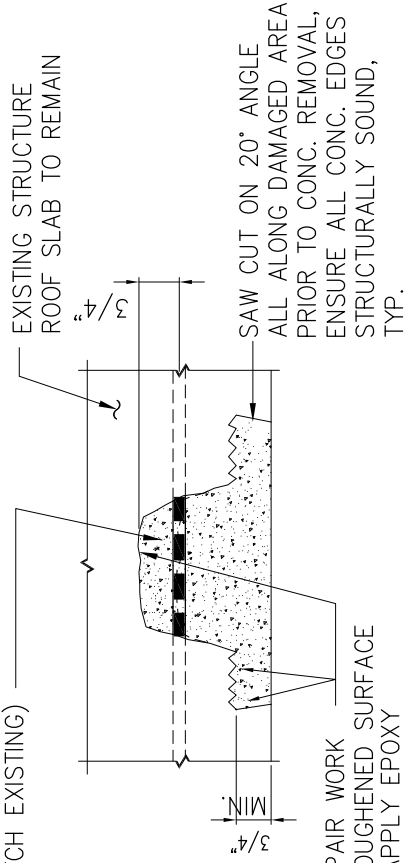
1A SECTION



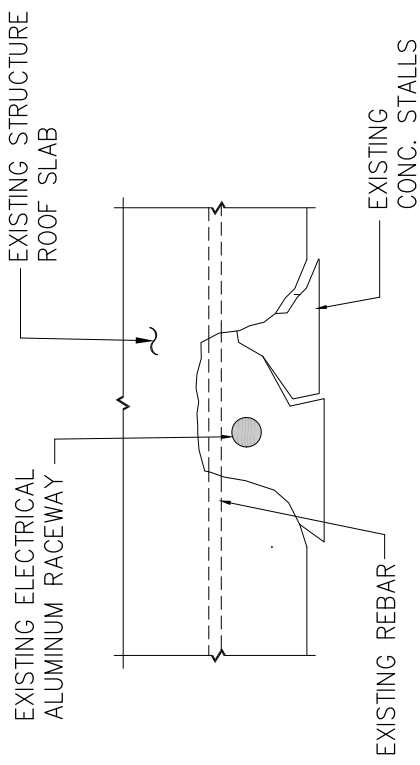
1 PLAN

CRACK REPAIR DETAILS

REPAIR DAMAGED AREA WITH HIGH STRENGTH, NON-SHRINK POLYMER MODIFIED CONCRETE" OR APPROVED EQUAL (FINISH WORK SHALL MATCH EXISTING)



PRIOR TO REPAIR WORK BINDER TO ROUGHENED SURFACE (AMPLITUDE) APPLY EPOXY EXISTING SURFACE (3/8" MIN. (CROSS HATCH) AND ROUGHEN REMOVE EXISTING CONCRETE



REMOVE ALL LOOSE & UNSOUND CONCRETE WITHIN DAMAGED AREA, CHIP CONCRETE ALL AROUND REBAR TO A MINIMUM DEPTH OF 3/4" WHERE CORROSION IS EVIDENT THROUGHOUT REINFORCEMENT. CLEAN REINFORCEMENT FREE OF CORROSION PRIOR TO APPLICATION OF CONCRETE PATCH MATERIAL.

All exposed existing rebars shall be coated and protect against corrosion. Coating material shall be Zinc-Rich Prime single-component, fast-drying, zinc-rich coating designed to protect steel from corrosion by combining a barrier coating with the sacrificial galvanic protection of zinc. Epoxy Bonding Agent specification shall be two-component, 100% solids, moisture-tolerant epoxy resin. Concrete mix to be used shall be Fast Setting Concrete Mix is a single-component, rapid-hardening concrete mix with integral corrosion inhibitor designed for horizontal and formed vertical repairs.

**NOTE:**

Existing bar cross section deterioration (Where occurs) greater than 25% of original bars section. Provide new reinforcement bar, overlap 12" min. from effected bar section. Clean and remove all corrosion on existing rebar. Coat new reinforcing bar with anticorrosion coating.

EXISTING CONCRETE SPALL DETAIL

NEW CONCRETE SPALL REPAIR DETAIL

PROJECT: REHABILITATE & ROOF REPAIR OF 5 UNITS IN TALOFOFO,  
LOCATION: TALOFOFO , GUAM

SUBJECT: MATERIAL STANDARD OF QUALITY

The following materials intended for use for the above project

1. Quikrete "Quick-Setting Cement" Product No.1241 to be use for overhead repair of ceiling and roof spalls. Provide formworks as needed.
2. Rapid Set Construction Cement Products " Professional Grade Cement All" AND OR " Professional Grade Moratr Mix" to be used for the horizontal repair such formed roof works.
3. Corroseal "Rust Converting Copolymer Primer" to be used to treat and coat existing rusted rebar reinforcement.
4. Quikrete "Concrete Bonding Adhesive" Product No. 9901 and 9902 to be used to bond and prime old concrete before applying new concrete repair materials. All repairs should be applied with this material to assure proper and desired bonding of new concrete to old existing concrete. Special note " **Do Not Use this product with Concrete Acrylic Fortifier Product No. 8610**"

The magnitude and extent of repair should be assessed prior to application of the above materials so the right materials are applied and used to complement each other as needed. Each materials are to be used in accordance with the set manufacturer's instruction. There is no room for deviation of its required installation and application procedure to include but not limited to the following.

1. All materials shall be new stock. Inspect packaging to assure product description and conditions and damages.
2. Check packaging for damages and best use date as applicable. Remove from jobsite



- unused mixed materials which have reached end of working pot life.
3. Store materials as recommended to assure and maintain product integrity and chemical properties.
  4. Prepare all receiving surface as directed by materials manufacturer.
  5. Mix and apply materials as per material manufacturer's recommendation. Use equipment specified for field mixing as instructed. Make batches enough to ensure placement.
  6. Allow curing periods as per manufacturer's recommendation.

## **GENERAL NOTES:**

### STRUCTURAL & ELECTRICAL SCOPE OF WORK for ALL FIVE (5) UNITS:

- a. Existing electrical aluminum raceway embeded in roof slab to be remove completely, provide new exposed aluminum raceway mounted on ceiling & walls. New raceway to include but not limited to conductors, light fixtures, switches and other appurtenances to complete electrical work (existing electrical panel box to remain).
- b. Existing concrete spall to be repaired, remove all loose concrete from spalled area and apply new concrete repair materials suitable for the works to be done. exposed existing rebars to be coated with zinc rich primer single component fast drying, zinc rich coating to protect steel from corrosion. Where existing bars evident of corrosion greater than 25% new splice bars is required. See attached concrete repair details.
- c. Epoxy inject roof cracks where occurs.
- d. Apply new elastomeric roof coating over the entire existing roof.
- e. New walls & ceiling painting at all areas, match existing in-kind.
- f. Remove and replace all vinyl floor tiles and provide new to match existing in-kind.
- g. Contractor shall obtain required Permits, and comply with all laws, rules regulations before and during construction.

# COMMERCIAL GRADE FASTSET™ REPAIR MORTAR

PRODUCT NO. 1241-60, -50, -20

**DIVISION 3**

Maintenance of Concrete  
03 01 00

## PRODUCT DESCRIPTION

QUIKRETE® Commercial Grade FastSet™ Repair Mortar is a polymer modified, rapid setting repair material specially formulated to make structural repairs to any concrete or masonry surface.

## PRODUCT USE

QUIKRETE® Commercial Grade FastSet™ Repair Mortar demonstrates low sag, making it ideal for vertical or overhead repairs. QUIKRETE® FastSet™ Repair Mortar is available with integral corrosion inhibitor in cases where maximum corrosion protection is desired. The addition of corrosion inhibitor has no adverse effect on the other physical properties of the product. This product can be built up to at least 1 1/2" (38 mm) in one application. Its unique properties allow the user to actually sculpt the material during application. Use to repair concrete cracks, curbs, steps, pre-stressed panels, pipe, tunnels, sewers, loading docks, silos, retaining walls, culverts, catch basins, decorative moldings, bridge columns, parapet walls, septic tanks, cold storage vaults, virtually any vertical or overhead concrete surface.

## SIZES

- QUIKRETE® Commercial Grade FastSet™ Repair Mortar - 60 lb (27.2 kg) bags, 50 lb (22.7 kg) and 20 lb (9 Kg) pails

## YIELD

- Each 60 lb (27.2 kg) bag of QUIKRETE® FastSet™ Repair Mortar will yield 0.54 cu ft (15 L) of material. QUIKRETE® FastSet™ Repair Mortar can be extended with up to 30 lb (13.6 kg) of -1/2" (-12.7 mm) maximum size aggregate per 60# bag for deep repairs.

## TECHNICAL DATA

### APPLICABLE STANDARDS

- ASTM International
- ASTM C109/C109M Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or [50-mm] Cube Specimens)
- ASTM C157/C157M Standard Test Method for Length Change of Hardened Hydraulic-Cement, Mortar, and Concrete
- ASTM C191 Standard Test Methods for Time of Setting of Hydraulic Cement by Vicat Needle
- ASTM C882 Standard Test Method for Bond Strength of Epoxy-Resin Systems Used With Concrete By Slant Shear
- ASTM C928 Standard Specification for Packaged, Dry, Rapid-Hardening Cementitious Materials for Concrete Repairs

## PHYSICAL/CHEMICAL PROPERTIES

Typical test results for QUIKRETE® FastSet™ Repair Mortar, when tested in accordance with applicable ASTM Test Methods, are shown



in Table 1. Product meets the requirements of ASTM C928 Type R2 with reduced flow for vertical and overhead applications.

**TABLE 1 TYPICAL PHYSICAL PROPERTIES**

<b>Setting time, ASTM C191</b>	
Initial	Approx. 20 min.
Final	20 - 40 min.
<b>Approx. water content / 60# bag</b>	1 3/8 gal (5.2 L)
<b>Consistency</b>	gel-like
<b>Unit weight, lb/cu ft (kg/m3)</b>	128 (2051)
<b>Compressive strength, ASTM C109 modified</b>	
3 hours	2000 psi (13.8 MPa)
24 hours	4000 psi (27.6 MPa)
7 days	5000 psi (34.5 MPa)
28 days	6000 psi (41.4 MPa)
<b>Slant shear, ASTM C882 modified</b>	
24 hours	1000 psi (6.9 MPa)
7 days	1500 psi (10.3 MPa)
28 days	2500 psi (17.2 MPa)
<b>Length change, ASTM C157 (typical)</b>	
28 days, air	-0.1%
28 days, water	+0.1%

## **INSTALLATION**

### **SURFACE PREPARATION**

- Remove all spalled areas, as well as areas of unsound concrete and previous patching materials
- Holes should be chipped out to create a new sound substrate
- If rusty reinforcing steel is present, it must be abrasive blasted to remove rust. In many cases, it will be best to remove enough material to completely expose the reinforcing steel
- Large vertical or overhead patches deeper than 2" (51 mm) should contain reinforcing steel. If none is present, new steel should be inserted using appropriate techniques
- Holes should be dampened with clean water before patching. No puddles of water should be left in the hole

### **MIXING**

- Add approximately 1 3/8 gal (5.2 L) of water to the mixer for each 60 lb (27.2 kg) bag of QUIKRETE® FastSet™ Repair Mortar being mixed
- Add the product and mix for approximately 3 minutes. Adjust water as needed to achieve a stiff gel-like consistency
- Where large quantities of material are used for patches deeper than 2" (51 mm), QUIKRETE® FastSet™ Repair Mortar may be extended with 30 lbs (13.6 kg) of -1/2" (-12.7 mm) aggregate per 60 lb (27.2 kg) bag. This will require approximately 6 qt (5.7 L) of water depending on the dampness of the aggregate.

### **APPLICATION**

QUIKRETE® FastSet™ Repair Mortar should be trowel applied to the damp surface. Apply a thin layer with heavy trowel pressure, and then go back and build up to the desired thickness. QUIKRETE® FastSet™ Repair Mortar obtains high bond strength without the use of bonding adhesives or acrylic additives. After initial set, the material may be trimmed and shaped to match the existing contours of the patch area.

## **CURING**

During the first 24 hours, it is best to keep the patch covered or damp to prevent excessive loss of water. Under hot, dry and windy placing conditions, all concrete tends to lose moisture unevenly and may develop plastic shrinkage cracks. The use of sheeting, monomolecular films (either sprayed or rolled on), as well as application of a very fine fog spray of water, has been quite successful in arresting shrinkage cracking.

## **PRECAUTIONS**

- Do not apply when temperatures are below 40 degrees F (4 degrees C) or are expected to drop below 32 degrees F (0 degrees C) within 24 hours
- In hot weather, use cool mixing water to lengthen setting time
- Mix no more material than can be used in 15 minutes
- Do not re-temper with additional water

## **WARRANTY**

The QUIKRETE® Companies warrant this product to be of merchantable quality when used or applied in accordance with the instructions herein. The product is not warranted as suitable for any purpose or use other than the general purpose for which it is intended. Liability under this warranty is limited to the replacement of its product (as purchased) found to be defective, or at the shipping companies' option, to refund the purchase price. In the event of a claim under this warranty, notice must be given to The QUIKRETE® Companies in writing. This limited warranty is issued and accepted in lieu of all other express warranties and expressly excludes liability for consequential damages.

The QUIKRETE® Companies  
One Securities Centre  
3490 Piedmont Rd., NE, Suite 1300, Atlanta, GA 30305  
(404) 634-9100 • Fax: (404) 842-1425

\* Refer to [www.quikrete.com](http://www.quikrete.com) for the most current technical data, MSDS, and guide specifications



[www.quikrete.com](http://www.quikrete.com)

## **QUIKRETE® Guide Specification**

### **FastSet™ Repair Mortar (No. 1241)**

Polymer Modified, Shrinkage Compensated, Rapid Setting Concrete Repair Mortar

#### **Section 030100 Maintenance of Concrete**

##### **PART 1 – GENERAL**

##### **1.10 SUMMARY**

- A. Provide repair mortar for vertical overhead or horizontal patch and repair of existing substrate.
- B. Related Sections: Other specification sections which relate directly to the work of this section include the following:

Section 030130: Maintenance of Cast-in-place Concrete

Section 030140: Maintenance of Precast Concrete

Section 033000: Cast-In-Place Concrete

Section 033100: Structural Concrete

Section 034100: Pre-Cast Structural Concrete

##### **1.20 SUBMITTALS**

- A. Product Data: Submit manufacturer's product data and installation for each material and product used. Include manufacturer's Material Safety Data Sheets.

##### **1.30 REFERENCES**

- A. ASTM C 109: Compressive Strength of Hydraulic Mortars
- B. ASTM C 191: Setting Time of Hydraulic Cement
- C. ASTM C 882: Slant Shear Bond Strength
- D. ASTM C 928: Rapid Hardening Cementitious Materials for Concrete Repairs
- E. Utah D.O.T. Bond/Slant Shear Testing.

##### **1.40 QUALITY ASSURANCE**

- A. Manufacturer's Qualifications: The manufacturer shall be a company with at least fifteen years experience in the manufacturer and marketing of pre-packaged cementitious repair materials.
- B. Installer's Qualifications: The contractor shall be qualified to perform the work specified by reason of experience.

##### **1.50 DELIVERY, STORAGE AND HANDLING**

- A. Deliver products in original packaging, labeled with product identification, manufacturer, batch number and shelf life.

- B. Store products in a dry area. Protect from direct sunlight.
- C. Handle products in accordance with manufacturer's printed recommendations.

**PART 2 – PRODUCTS**  
**2.10 MATERIALS**

- A. Polymer modified, shrinkage compensated, rapid setting high strength, hydraulic cement based repair mortar. Comply with the following:
  - 1. Manufacturer: Fastset™ Repair Mortar (#1241) as manufactured by the QUIKRETE® Companies, One Securities Centre, 3490 Piedmont Road, NE, Suite 1300, Atlanta, GA 30305; telephone (404) 634-9100.
  - 2. Performance and Physical Properties at 73 degrees F (23°C) and 50 percent relative humidity:
    - a. Compliance: ASTM C 928 R-2 specifications
    - b. Setting time, ASTM C 191: 20-40 minutes
    - c. Compressive Strength, ASTM C 109 Modified: 2000 psi (13.8 MPa) @ 3 hours, 4000 psi (27.6 MPa) @ 24 hours, 5000 psi (34.5 MPa) @ 7 days and 6000 psi (41.4 MPa) @ 28 days
    - d. Slant Shear Bond Strength, ASTM C 882: 1000 psi (6.9 MPa) @ 24 hours, 1500 psi (10.3 MPa) @ 7 days and 2500 psi (17.2 MPa) @ 28 days
    - e. Consistency: Gel-like
    - f. Unit weight lb/cu ft: ~128 lbs (2051 kg/m<sup>3</sup>)

**PART 3 – EXECUTION**

**3.10 EXAMINATION**

- A. Examine substrates and conditions under which materials will be installed. Do not proceed with installation until unsatisfactory conditions are corrected.
- B. Coordinate installation with adjacent work to ensure proper sequence of construction. Protect adjacent areas landscaping from contact due to mixing and handling of materials.

**3.20 SURFACE PREPARATION:**

Comply with manufacturer's printed instructions and the following:

- A. Remove all spalled and unsound concrete from area to be repaired. If rusty reinforcing steel is present; it must be abrasive blasted to remove rust.
- B. Remove enough material to completely expose reinforcing steel.
- C. Large vertical or overhead patches deeper than 2" (50 mm) should contain reinforcing steel. Additional steel should be inserted using appropriate techniques, if none is present.
- D. Clean surface to be repaired of all materials including dust, oil, dirt and grease.
- E. Dampen with clean water before patching and remove standing water.

3.30

**MIXING:**

Comply with manufacturer's printed instructions and the following:

- A. Material should be mechanically mixed for approximately 3 minutes using a five gallon (19L) bucket with a ½" (12 mm) drill and paddle mixer. For large repairs a standard mortar mixer should be used.
- B. Add 1 gallon + 3 pints (5.2L) of clean water for each 60lb (27.2 Kg) bag. Add the powder to the water and mix to a stiff gel-like consistency. If mix is too firm, add water sparingly to reach the desired consistency. Do not mix more material than can be placed in 15 minutes.
- C. For repair deeper than 2" (51 mm), up to 30 lbs (13.6 Kg) of clean, high quality ½" (12 mm) gravel may be added to the mix per 60-lb (27.2 Kg) bag.
- D. Do not re-temper with additional water.

3.40

**APPLICATION:**

Comply with manufacturer's printed instructions and the following:

- A. Material should be trowel applied to a damp surface.
- B. Apply a thin layer with heavy trowel pressure and then build up to the desired thickness. Material obtains high bond strength without the use of bonding adhesives or acrylic additives.
- C. After initial set, the material may be trimmed and shaped to match the contours of existing patch area.
- D. Do not apply if temperatures are below 40°F (4°C) or are expected to go below 32° (0°C) within a 24 hour period. Use cold water in hot weather or hot water in cold weather to achieve desired grout temperature.

3.50

**CURING**

- A. No special procedures are required. During the first 24 hours, keep the patch covered or damp to prevent excessive loss of water.

3.60

**CLEANING**

- A. Remove excess material before material cures. If material has cured, remove using mechanical methods that will not damage substrate.

**END OF SECTION**

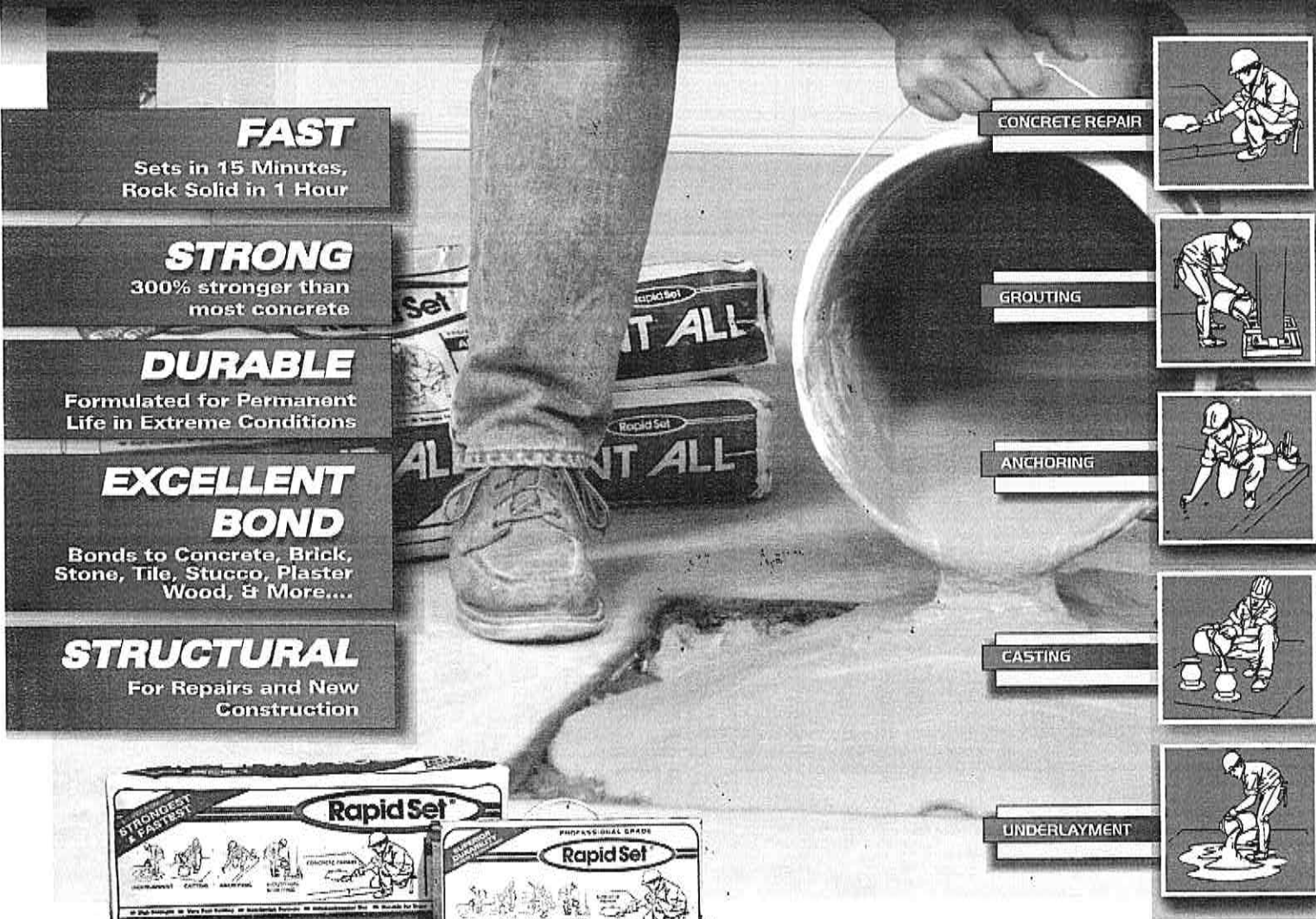


PROFESSIONAL GRADE

Construction Cement Products

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HIGH STRENGTH NON-SHRINK GROUT  
— A MULTIPURPOSE REPAIR MATERIAL —



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Sets in 15 Minutes,  
Rock Solid in 1 Hour

**STRONG**  
300% stronger than  
most concrete

**DURABLE**  
Formulated for Permanent  
Life in Extreme Conditions

**EXCELLENT  
BOND**  
Bonds to Concrete, Brick,  
Stone, Tile, Stucco, Plaster  
Wood, & More....

**STRUCTURAL**  
For Repairs and New  
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CONCRETE REPAIR



GROUTING



ANCHORING



CASTING



UNDERLAYMENT



Available in 55-lb, 25-lb and 10-lb sizes

**APPROVED**

ASTM C1107

ASTM C928

Army Corps - CRD-621

[www.rapidset.com](http://www.rapidset.com)

# CEMENT ALL™

HIGH STRENGTH NON-SHRINK GROUT  
— A MULTIPURPOSE REPAIR MATERIAL —



Construction Cement Products

## 1. Product Name:

**Rapid Set® Cement All™**  
High Strength Non-Shrink Grout

## 2. Manufacturer:

CTS Cement Manufacturing Corp.  
11065 Knott Ave., Suite A  
Cypress, CA 90630  
Ph. 800-929-3030  
Fx. 714-379-8270  
Web: [www.rapidset.com](http://www.rapidset.com)  
E-mail: [info@rapidset.com](mailto:info@rapidset.com)

## 3. Product Description:

When mixed with water CEMENT ALL™ produces a workable, high quality repair material that is ideal where rapid strength gain, high durability and low shrinkage are desired. Apply CEMENT ALL™ in thicknesses from featheredge to 4-inches. Durable in wet environments. **SETS IN 15 MINUTES & IS READY FOR TRAFFIC IN 1-HOUR.** One 55 lb. bag of Rapid Set® CEMENT ALL™ yields approximately 0.5 cubic feet.

## Uses:

CEMENT ALL™ is a multipurpose product that can be used for general and structural concrete repair, doweling and anchoring, industrial grouting, formed work, airport projects, and highway repair.

## Composition:

Rapid Set® CEMENT ALL™ is a high performance blend of Rapid Set® Cement and specialty sand. CEMENT ALL™ is non-metallic and no chlorides are added. Rapid Set® CEMENT ALL™ is similar in appearance to portland cement repair materials and may be applied using similar methods.

## Color: [Light Grey]

The final color of CEMENT ALL™ may vary due to application techniques and environmental conditions.

## Limitations:

Not intended for applications over 4" deep, for deeper sections use Rapid Set® Concrete Mix or Rapid Set® Mortar Mix. For overlay applications at least one test section should be prepared to evaluate the suitability of the materials and procedures.

## 4. Technical Data:

### a. Set Time

ASTM C-191 (Mod.) at 70°F  
Initial Set 15-minutes  
Final Set 35-minutes

### b. Compressive Strength

ASTM C-109 Mod.  
Age: Compressive Strength:  
1-hour\* 3000-psi  
3-hour 4500-psi  
7-day 6000-psi  
28-day 9000-psi

### c. Slant Shear

ASTM C-882 Mod.  
1-day 1400-psi  
28-day 2600-psi

\* After final set.

## 5. Using CEMENT ALL™

### Surface Preparation:

For repairs, adjacent surfaces shall be clean, sound and free from any materials that may inhibit bond such as oil, asphalt, curing compounds, acids, dirt and loose debris. Roughen surfaces and remove all unsound concrete. Immediately prior to placement the repair surfaces shall be thoroughly saturated with no standing water.

### Mixing:

The use of a power driven mechanical mixer, such as a mortar mixer or a drill mounted mixer, is recommended. Organize work so that all personnel and equipment are in place before mixing. Use clean Potable water. Rapid Set® CEMENT ALL™ may be mixed using 3 to 5 quarts of water per 55 lb. bag. Use less water to achieve higher strengths. DO NOT exceed 5 quarts of water per bag. For increased fluidity and workability use Rapid Set® FLOW CONTROL® plasticizing admixture from the Concrete Pharmacy®. Place the desired quantity of mix water into the mixing container. While the mixer is running add Rapid Set® CEMENT ALL™. Mix for the minimum amount of time required to achieve a lump-free, uniform consistency (usually 1 to 3 minutes). Do not re-temper.

### Placement:

Rapid Set® CEMENT ALL™ may be placed using traditional methods. Organize work so that all personnel and equipment are ready before placement. Place, consolidate and screed quickly to allow for maximum finishing time. Do not wait for bleed water, apply final finish as soon as possible. Rapid Set® CEMENT ALL™ may be troweled, floated or broom finished. On flat work do not install in layers, install full depth sections and progress horizontally. Do not install on frozen

surfaces. Use a method of consolidation that eliminates air voids. To extend working time use Rapid Set® SET CONTROL® set retarding admixture.

**Curing:** Water cure all Rapid Set® CEMENT ALL™ installations. Begin curing as soon as the surface has lost its moist sheen. Keep exposed surfaces wet for a minimum of 1 hour. When experiencing extended setting times, due to cold temperature or the use of retarder, longer cure times may be required. The objective of water curing shall be to maintain a continuously wet surface until the product has achieved sufficient strength.

### Temperature:

Warm environmental and materials temperatures will reduce the working time of CEMENT ALL™. To compensate for warm temperatures, keep material cool and use chilled mix water. Temperatures below 70°F (21°C) will decrease the rate of strength gain and CEMENT ALL™ should not be applied if surface or ambient temperature is below 45°F (7.2°C).

## 6. Limited Warranty:

CTS Cement Manufacturing Corporation warrants its material to be of good quality, and, at its sole option, within one year from date of sale, will replace defective materials or refund the purchase price thereof and such replacement or refund shall be the limit of CTS's responsibility. Except for the foregoing, all warranties, express or implied including merchantability and fitness for a particular purpose are excluded. CTS shall not be liable for any consequential, incidental, or special damages arising directly or indirectly from the use of the material.

## 7. Caution:

CEMENT ALL™ contains cementitious materials and may cause irritation to lungs, eyes and skin. Avoid contact. Use only in adequate ventilation. Do not breath dust. Wet mixture may cause burns. Wear suitable gloves, eye protection and protective clothing. In case of skin contact, wash thoroughly with soap and water. In case of eye contact, flush immediately and repeatedly with large quantities of water and get prompt medical attention. In case of difficulty breathing, remove person to fresh air. If difficulty breathing persists, seek medical attention.





PROFESSIONAL GRADE

Construction Cement Products

# MORTAR MIX

HIGH STRENGTH REPAIR MORTAR  
— FOR CONCRETE REPAIR & ONE-COAT STUCCO —

## FAST

Sets in 15 Minutes,  
Rock Solid in 1 Hour

## STRONG

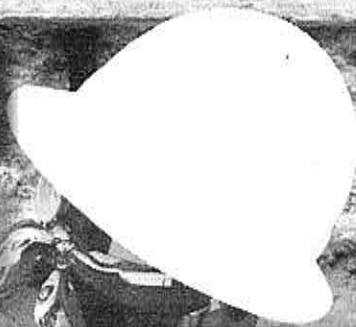
300% stronger than  
most mortar

## DURABLE

Formulated for Permanent Life.  
Non-Shrink, Crack Resistant

## STRUCTURAL

For Repairs and  
New Construction



WALL REPAIR



CONCRETE REPAIR



STUCCO REPAIR



Available in 55-lb and 25-lb sizes

**APPROVED**  
ASTM C928

[www.rapidset.com](http://www.rapidset.com)

# MORTAR MIX

**HIGH STRENGTH REPAIR MORTAR**

FOR CONCRETE REPAIR &amp; ONE-COAT STUCCO



Construction Cement Products

**1. Product Name:****Rapid Set® Mortar Mix**  
High Strength Mortar**2. Manufacturer:**CTS Cement Manufacturing Corp.  
11065 Knott Ave., Suite A  
Cypress, CA 90630  
Ph. 800-929-3030  
Fx. 714-379-8270  
Web: [www.rapidset.com](http://www.rapidset.com)  
E-mail: [info@rapidset.com](mailto:info@rapidset.com)**3. Product Description:**

When mixed with water MORTAR MIX produces a workable, high quality mortar that is ideal where rapid strength gain, high durability and low shrinkage are desired. Apply MORTAR MIX in thicknesses from 1/2-in to 6-in. Durable in wet environments. **SETS IN 15 MINUTES & IS READY FOR TRAFFIC IN 1-HOUR.** One 55 lb. bag of Rapid Set® MORTAR MIX will yield approximately 0.5 cubic feet.

**Uses:**

MORTAR MIX is a versatile product that can be used for general and structural concrete repair, stucco & plaster repair, one-coat exterior plaster, mortar beds, underlayments, and formed work. MORTAR MIX is suitable for vertical and overhead applications.

**Composition:**

Rapid Set® MORTAR MIX is a high performance blend of Rapid Set® hydraulic cement and quality sand. MORTAR MIX is non-metallic and no chlorides are added. Rapid Set® MORTAR MIX is similar in appearance to portland cement based mortars and may be applied using similar methods.

**Color: [Light Grey]**

The final color of MORTAR MIX may vary due to application techniques and environmental conditions.

**Limitations:**

Not intended for applications over 6" deep, for deeper sections use Rapid Set® Concrete Mix. For overlay applications at least one test section should be prepared to evaluate the suitability of the materials and procedures.

**4. Technical Data:****a. Set Time**ASTM C-191 (Mod.) at 70°F  
Initial Set 15-minutes**b. Compressive Strength**

ASTM C-109 Mod.

**Age Compressive Strength**

1-hour*	2500-psi
3-hour	4000-psi
7-day	5000-psi
28-day	7000-psi

**c. Slant Shear**

ASTM C-882 Mod.

1-day	1000-psi
28-day	2200-psi

\* After final set.

**5. Using MORTAR MIX****Surface Preparation:**

For repairs, adjacent surfaces shall be clean, sound and free from any materials that may inhibit bond such as oil, asphalt, curing compounds, acids, dirt and loose debris. Roughen surface and remove all unsound material. Immediately prior to placement the repair surface shall be thoroughly saturated with no standing water.

**Mixing:**

The use of a power driven mechanical mixer, such as a mortar mixer or a drill mounted mixer, is recommended. Organize work so that all personnel and equipment are in place before mixing. Use clean Potable water. Rapid Set® MORTAR MIX may be mixed using 3 to 5 quarts of water per 55 lb. bag. Use less water to achieve higher strengths. DO NOT exceed 5 quarts of water per bag. For increased fluidity and workability use Rapid Set® FLOW CONTROL® plasticizing admixture from the Concrete Pharmacy®. Place the desired quantity of mix water into the mixing container. While the mixer is running add Rapid Set® MORTAR MIX. Mix for the minimum amount of time required to achieve a lump-free, uniform consistency (usually 1 to 3 minutes). Do not re-temper.

**Placement:**

Rapid Set® MORTAR MIX may be placed using traditional methods. Organize work so that all personnel and equipment are ready before placement. Place, consolidate and screed quickly to allow for maximum finishing time. Do not wait for bleed water, apply final finish as soon as possible. Rapid Set® MORTAR MIX may be troweled, floated or texture finished. On flat work do not install in layers, install full depth sections and progress horizontally. Do not install on frozen surfaces. Use a method of

consolidation that eliminates air voids. To extend working time use Rapid Set® SET CONTROL® set retarding admixture.

**Curing:** Water cure all Rapid Set® MORTAR MIX installations. Begin curing as soon as the surface has lost its moist sheen. Keep exposed surfaces wet for a minimum of 1 hour. When experiencing extended setting times, due to cold temperature or the use of retarder, longer cure times may be required. The objective of water curing shall be to maintain a continuously wet surface until the product has achieved sufficient strength.

**Temperature:**

Warm environmental and materials temperatures will reduce the working time of MORTAR MIX. To compensate for warm temperatures, keep material cool and use chilled mix water. Temperatures below 70°F (21°C) will decrease the rate of strength gain and MORTAR MIX should not be applied if surface or ambient temperature is below 45°F (7.2°C).

**6. Limited Warranty:**

CTS Cement Manufacturing Corporation warrants its material to be of good quality, and, at its sole option, within one year from date of sale, will replace defective materials or refund the purchase price thereof and such replacement or refund shall be the limit of CTS's responsibility. Except for the foregoing, all warranties, express or implied including merchantability and fitness for a particular purpose are excluded. CTS shall not be liable for any consequential, incidental, or special damages arising directly or indirectly from the use of the material.

**7. Caution:**

MORTAR MIX contains cementitious materials and may cause irritation to lungs, eyes and skin. Avoid contact. Use only in adequate ventilation. Do not breath dust. Wet mixture may cause burns. Wear suitable gloves, eye protection and protective clothing. In case of skin contact, wash thoroughly with soap and water. In case of eye contact, flush immediately and repeatedly with large quantities of water and get prompt medical attention. In case of difficulty breathing, remove person to fresh air. If difficulty breathing persists, seek medical attention.

**Product Description:** Water based, single component, unpigmented, styrene butadiene elastomeric polymer, with rust converting modifiers.

**Basic Use:** CORROSEAL® is recommended for use on rusted or partially rusted steel surfaces as a rust converter/paint primer, and as an etch-primer on aged tight paint of any color, and as sealer on some non ferrous metals. Protects against future rusting. Can be used on welds. Eliminates need to mechanically blast to white metal.

Availability	CS-1 4ea 1 gallon containers, CS-5 5 gallon pail with pour spout CS-32 12 ea 1 quart, CS-52 52 gallon fiber drum
Appearance:	Milky, off-white to tan liquid.
Odor:	Very Mild.
Thinning:	Do Not Thin.
Coverage:	200 square feet per gallon @ 2.5 mil dry film thickness. 4.9 square meters per liter.
Spreading Rate	8-10 mils wet film thickness, 200-250 microns, to create optimum dry film thickness of 2.5 mils to 3.5 mils DFT (65 to 90 microns) to cover anchor profile.
Clean up	Soap and water for equipment, hands, clothes. Clean dry spatter with lacquer thinner.

#### PHYSICAL PROPERTIES

VOC (ASTM D 3960)	60 grams per Liter, 8 oz. per gallon
Non-volatile's by volume	31%
Non-volatile's by weight	35%
Weight per gallon (ASTM D 1475)	8.6 lbs., 3.91 Kg.
pH	3.0
Flash point (Closed Cup ASTM D 56)	>200°F, >93°C
Viscosity (Brookfield LVF#2 spindle, 60 rpm)	300 cps
Heat Resistance	Resists heat aging up to 270°F. Useful properties up to 350°F.
UV Resistance (Mil-A-8625, BAC5022, ASTM G-23 Ultraviolet Testing)	1000 hours - No Fading
Degree of Rusting on Painted Steel Surfaces - ASTM D610	(Corroseal® Primer and epoxy topcoat on 5 x 10 inch steel panel) 4224 hours - No rusting. Grade 10.
Cathodic Disbondment - ASTM D4541	Corroseal Primer applied to rusted steel and top coated with Wasser MoistureCure-CR-PW Average Pull Force at Failure 1128 psi.
Shelf life (ASTM D 1849)	Resists greater than 1 week at 140°F and up to or over one year between 38° F and 105° F, 3°C and 41° C. Avoid continuous direct sunlight. KEEP FROM FREEZING, Discard after freezing.
Dry time to (ASTM D 1640) (3 mils wet film - 76 microns)	Set to touch 3 minutes Cotton free 10 minutes Dry to touch 30 minutes Hard dry. 40 minutes Through-fingernail hard 60 minutes
Rejects rainwater @ 77°F, 25°C	No wash off 240 minutes
Recoat time @ 77°F, 25° C	Brush/Roller 15-30 minutes Spray 10-20 minutes or between set to touch and dry to touch (tacky).
Recommended top coat time	After 24 hours minimum, and 36 to 40 hours minimum in heavy applications and/or in cold weather, up to 30 days.®

**Technical Service** on suitability for specific applications and end-use requirements is available by contacting Corroseal Division 800-237-1573 (360) 678-1905, Fax (360) 678-1943 See web pages for Preparation and Application Specifications, Guides, MSDS, [www.corroseal.com](http://www.corroseal.com) E-mail: [Rust4me@corroseal.com](mailto:Rust4me@corroseal.com) ---  
Made in U.S.A. ©1980-2004 Joan T. Geiger Enterprises, Inc. Corroseal® is a Registered Trademark of Joan T. Geiger Enterprises, Inc.

**SURFACE PREPARATION STANDARDS**

- SSPC-SP 1 Solvent Cleaning - (Do not use hydrocarbon solvents)
- SSPC-SP 2 PWB C Sa 1 Hand Tool Cleaning
- SSPC-SP 3 Power Tool Cleaning
- SSPC-SP 7/NACE 4 Brush-Off Blast Cleaning
- SSPC-SP 12/NACE 5 Surface Preparation & Cleaning of Metals by Waterjetting Prior to Recoating
- SSPC-TU 4 Field Methods for Retrieval and Analysis of Soluble Salts on Substrates
- SSPC-VIS 2 Standard Method for Evaluating Degree of Rusting on Painted Steel Surfaces
- ASTM-D4285-83 Indicating Oil or Water in Compressed Air

Standards are available at [www.sspc.org](http://www.sspc.org) [www.astm.org](http://www.astm.org) & [www.nace.org](http://www.nace.org)

**APPLICATION SPECIFICATIONS**

APPLY ON STEEL rust and aged paint over an anchor profile where mill scale has been removed by any prior sandblasting or by ultra-high pressure water jetting:

- Clean surface with a degreaser with good rinsability (Simple Green) to remove oils, grease, fuels, salt, other chemicals, to SSPC-SP 1. Rinse off cleaner with fresh water. Do NOT use acetone and ordinary dish washing detergents as they leave behind a residue of sulfonic acids or other unknown chemicals which interfere with paint adhesion. Use Simple Green degreaser to also remove mineral salts as to SSPC-TU- 4. (Sunshine Makers Inc., [www.simplegreen.com](http://www.simplegreen.com))
- Remove loose flaking rust, weld slag, loose paint with power sanding tools, needle gun, descaler, wire brush, or water blast; to SSPC SP2, SP 3, SP7 or SP12.
- Air and steel temperature shall be between 45°F (4.5°C) and rising to 100°F (37.7°C) & falling. Wait until morning dew is off the surface before coating. Do not apply within 4 hours of expected rain fall or fog. Prepared surface shall be eye-visible dry. Do not apply to sweating steel. CORROSEAL® will tolerate some moisture. However, this does not include running, dripping, or sweating steel.
- In enclosed compartments you must have two way air flow (ASTM Spec). Apply mechanical air movement of at least 10 to 20 atmosphere changes per hour. If temperature is low add heat.
- DO NOT THIN CORROSEAL®.
- Prepared surface shall have a neutral pH of 6-8 before CORROSEAL® application.
- Mix until color is uniform tan.
- Always prepare a test patch to ensure compatibility with substrate and follow-on coatings.
- Apply by synthetic bristle brush or short nap roller from a plastic or stainless pan. Spray application can be by pot sprayer or airless sprayer using a 19 - 21 tip. Do not over mist during application. With air unit, work about 10" (25 cm) from surface with 6"-8" (15 to 25 cm) fan. Airless work depends on the equipment. Electrostatic works well.
- Apply 8-10 mil wet coat (203-254 micron) checking with wet film gage. This will appear as a thick white/gray film with no rust showing through. CORROSEAL® turns from white to black with rust conversion. 8-10 mil WFT produces 2.5-3 mil DFT to cover standard profile of the steel.
- There shall be no runs, sags, streaks, flashes, laps, pin holing or catering. Do not apply multiple coats of 8-10 mils WFT. Do not pattern or groove. Deep grooves from poor application will re-rust.
- If CORROSEAL® turns gray upon application, a 2nd light coat of CORROSEAL® needs to be applied to gray areas. Second coat, if needed to achieve correct 8-10 mil wet film thickness should be applied when first coat is still damp and tacky. There shall be no picking up or rolling up of the first coat during second application.
- See [www.corroseal.com](http://www.corroseal.com) for Visual Application Guide in PDF format (VisGuide.pdf)
- Drying time is related to air circulation, temperature, film thickness, number of coats. At 77° F (25° C) CORROSEAL® should be dry to touch in 30 minutes.
- Do not pour unused CORROSEAL® from roller pan or air pot back into original container to avoid contamination.
- Clean up with soapy water and rinse well.

To Etch-Prime aged tight paint, new fiberglass, some aluminum:

- Always test for required adhesion to substrate and coating compatibility. • Remove contaminants from surface. Small areas may be solvent-wiped with clean cloth. •Apply CORROSEAL® in 5 mil wet film thickness (127 micron). • If you abrade surface by SP 2, SP 3 or SP 7 to achieve 1-2 mil surface profile (25-51 micron) apply CORROSEAL® 6-8 mil wet (to 203 micron) to cover anchor profile with dry film. • Allow 2 hours drying, then topcoat within 30 days with any marine- grade coating compatible with CORROSEAL® Primer.

**Cleanup**

Normal clean up: Use detergent and cold water for equipment, hoses, hands, cleaning wet Corroseal® from clothing. Rinse with tap water. Use no mineral spirits. Dark stains clean up with 1:4 bleach to water. Use lacquer thinner to remove hard splatters.

**Handling & Toxicity:**

Refer to MSDS sheet for complete details. Corroseal® contains no chemicals listed in EPA 40 CFR cp 1, Part 433. If swallowed, induce vomiting. Corroseal® presents no significant vapor hazard but you should not breathe mist during spraying. Wear rubber gloves and protective glasses. In case of eye contact flush with plenty of water. Skin contact, clean with detergent and water. Allow empty container to air dry then dispose as waterborne latex container.

**Limitations:****• DO NOT THIN.**

- Keep from freezing. •Apply between 45°F and rising and 100°F and falling (7°-37°C).
- Test on all zinc galvanized steel as some formulations do not accept Corroseal® converters. Refusal appears as transparent Corroseal® finish with unconverted rust areas clearly visible.
- Do NOT USE on zinc chromate or phosphates, lead, magnesium, copper powder, graphite, borate pigments, on most chromate.
- Chromate-treated prefabricated steel building cold rolled perlins and gutters shall remain dry until top coated.
- Cold rolled steel can require abrading to anchor profile and degrease.
- Do not use where in direct contact with food. May be used when top coated with an FDA approved topcoat. Check first with the top coat supplier to see if an extraction test is required.
- Waterborne topcoats can be subject to tannin staining and must be tested ± 48-60 hours before overall use. If stain through occurs apply oil based stain blocker over CORROSEAL® or apply oil-based topcoat. See Corroseal® label and topcoat manufacturer requirements.
- Always prepare a test patch to ensure compatibility with substrate and follow-on coatings.
- Refer to Material Safety Data Sheet (MSDS) and label for precautionary information.

**Top coating Guide**

- ON STEEL DO NOT TOP COAT BEFORE 24 HOURS - or rerusting may occur. 24 hour cure is required to complete the chemical conversion process within the rust.
- The surface shall be free from any contamination prior to applying subsequent top coat.
- CORROSEAL® bonds well with marine/industrial quality oil based enamel, urethane, moisture-cure polyurethane, epoxy, coal tar and most other oil based industrial/marine topcoats.
- Follow all intermediate/topcoat manufacturers specifications. Always apply a test patch to ensure compatibility.
- Do not thin intermediate or topcoats beyond manufacturers specification as excess solvent creates cohesive failure.
- Avoid tannin staining through water based topcoats by applying an oil-based stain blocker as an intermediate coat when top coating with a waterborne product. See "Limitations" for specific issues.

**WARRANTY, LIMITATION OF REMEDIES AND LIABILITY:**

MANUFACTURER WARRANTS THAT THE MATERIAL IS MADE OF THE CONSTITUENT PARTS DESCRIBED. THE MANUFACTURERS LIABILITY IS LIMITED TO THE REPLACEMENT OR REFUND OF PURCHASE PRICE UPON RETURN OF UNUSED PORTION FOUND TO BE DEFECTIVE AT TIME OF MANUFACTURE, WITH PROOF OF PURCHASE. THERE ARE NO GUARANTEES, EITHER EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION IN THIS PARAGRAPH. USER/APPLICATOR IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER CORROSEAL® IS FIT FOR A PARTICULAR PURPOSE, IS SUITABLE FOR USERS APPLICATION AND FOR RESULTS OBTAINED OR DAMAGES INCURRED FROM PRODUCT USE BY BUYER OR APPLICATOR, WHETHER AS RECOMMENDED HEREIN OR OTHERWISE. DETERMINATION OF APPROPRIATENESS AND SUITABILITY FOR SPECIFIC APPLICATIONS IS THE SOLE RESPONSIBILITY OF THE BUYER AND APPLICATOR

# CONCRETE BONDING ADHESIVE

PRODUCT No. 9901, 9902

**DIVISION 3**

Maintenance of Concrete  
 03 01 00  
 Hydraulic Cement  
 Underlayment  
 03 54 16

## PRODUCT DESCRIPTION

QUIKRETE® Concrete Bonding Adhesive is specifically formulated for permanently bonding new concrete or plaster to old concrete or plaster. It is suitable for interior or exterior applications. QUIKRETE® Concrete Bonding Adhesive is also used as the required primer for QUIKRETE® Self-Leveling Floor Resurfacer.



## PRODUCT USE

QUIKRETE® Concrete Bonding Adhesive is an exterior grade synthetic emulsion that chemically adheres new concrete, toppings and portland cement plaster or repair material to floors, walls, sidewalks, silos, concrete pipes, concrete pavements, concrete and cinder blocks, curbs and steps. It provides a permanent chemical bond which is stronger than the material being bonded. There is no need for chipping, drilling or roughing the old surface before application.

## SIZES

- 1 qt - No. 9901-14
- 1 gal - No. 9902-01
- 5 gal - No. 9902-05

## COVERAGE

- As a paint-on adhesive - 35 - 75 ft<sup>2</sup>/qt (150 - 300 ft<sup>2</sup>/gal) (3.7 - 7.4 m<sup>2</sup>/L)
- As a slurry coat - approximately 19 ft<sup>2</sup>/qt (75 ft<sup>2</sup>/gal) (1.85 m<sup>2</sup>/L)
- As a primer - 300 - 600 ft<sup>2</sup>/gal (7.3 - 14.6 m<sup>2</sup>/L)

## TECHNICAL DATA

### APPLICABLE STANDARDS

- ASTM International
- ASTM C1059 Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete
- ASTM C1583 Standard Test Method for Tensile Strength of Concrete Surfaces and the Bond Strength or Tensile Strength of Concrete Repair and Overlay Materials by Direct Tension (Pull-off Method)

Note - QUIKRETE Concrete Bonding Adhesive applied to appropriate substrates will achieve tensile bond strengths typical of those shown in Table 1. QUIKRETE Concrete Bonding Adhesive meets or exceeds the requirements for ASTM C1059

Types I and II as shown in Table 2.

**TABLE 1 - TYPICAL TENSILE BOND STRENGTHS TO CONCRETE SUBSTRATES (ASTM C1583)**

Application	Tensile bond strength	
Sand Mix bonded with paint on adhesive	7 days	100 psi (0.7 MPa)
	28 days	150 psi (1.0 MPa)
Sand Mix bonded with a slurry coat	7 days	300 psi (2.1 MPa)
	28 days	350 psi (2.4 MPa)
Primer for Fast-Setting Self-Leveling Floor Resurfacer	7 days	300 psi (2.1 MPa)
	28 days	400 psi (2.8 MPa)

**TABLE 2 - SLANT SHEAR STRENGTHS (ASTM C1059)**

Adhesive Type	Specification
Type I	> 400 psi (2.8 MPa)
Type II	> 1,250 psi (8.6 MPa)

## INSTALLATION

### SURFACE PREPARATION

- Apply only to clean, sound surfaces
- Remove dust, dirt, oil, grease, wax, unsound concrete, plaster, paint and other foreign materials.

### APPLICATION

#### Use As a Paint-On Adhesive

- Apply to surface with brush, roller or spray to the thickness of a coat of paint. Can be applied to a dry or damp surface
- Place new concrete, topping mixes, Portland cement, plaster mixes or patches as soon as adhesive is dry. Gypsum plasters and finish plaster should be placed over tacky coat of adhesive

- Make sure basecoat plaster is dry before applying adhesive
- Tools, brushes and other application accessories should be immediately cleaned with water. Use hot water to clean up any drippings

#### **Use As a Slurry Coat**

- Make slurry from approximately 2 parts cement and 1 part Concrete Bonding Adhesive
- Apply a thin layer of slurry onto the properly prepared substrate using a trowel, brush or squeegee, being sure to rub the slurry thoroughly into the surface
- Apply topping or repair material immediately before the slurry dries

#### **Use As a Primer for Self-Leveling Floor Resurfacers**

- Concrete must be free of coatings, curing compounds or waxes and rigorously clean, dust-free and in sound condition. Use proper repair techniques to replace unsound concrete with the appropriate QUIKRETE® repair material. Remove old coatings and weak surface laitance with appropriate abrasive techniques. Shotblasting of the surface is most preferred.
- Dilute 1 part QUIKRETE® Concrete Bonding Adhesive with 2 parts clean water. Stir well before using
- Apply with broom, roller or garden sprayer to saturate the surface. Clean tools and equipment immediately with warm soapy water
- Low porosity concrete in good condition requires 1 coat. Porous concrete requires 2 coats
- Do not apply QUIKRETE® Self-Leveling Floor Resurfacer until the QUIKRETE® Concrete Bonding Adhesive is dry to the touch. If there is no visible sheen to the concrete, apply a second coat of QUIKRETE® Concrete Bonding Adhesive and wait for it to dry. A drying time of 2 - 3 hours is typical, although drying times will vary greatly with temperature, humidity and the condition of the concrete
- If the area coated with QUIKRETE® Concrete Bonding Adhesive is kept clean and dry, the topping can be applied up to 48 hours after installation of the QUIKRETE® Concrete Bonding Adhesive

#### **PRECAUTIONS**

- Protect QUIKRETE Concrete Bonding Adhesive from freezing
- Do not apply at temperatures below 50° F (10° C)
- Do not use over previously painted surfaces
- Do not use in combination with QUIKRETE Concrete Acrylic Fortifier
- Do not store in areas over 100° F (38° C)

#### **AVAILABILITY**

QUIKRETE® Concrete Bonding Adhesive is available at leading concrete construction supply houses and distributors. Contact QUIKRETE® Construction Products representative for the name of the nearest dealer.

#### **WARRANTY**

The QUIKRETE® Companies warrant this product to be of merchantable quality when used or applied in accordance with

the

instructions herein. The product is not warranted as suitable

for any purpose or use other than the general purpose for which it is intended. Liability under this warranty is limited to the replacement of its product (as purchased) found to be defective, or at the shipping companies' option, to refund the purchase price. In the event of a claim under this warranty, notice must be given to The QUIKRETE® Companies in writing. This limited warranty is issued and accepted in lieu of all other express warranties and expressly excludes liability for consequential damages.

#### **MAINTENANCE**

None required.

#### **TECHNICAL SERVICES**

The QUIKRETE® Companies maintain technical field representatives throughout the country. Contact a local distributor for the name and number of the nearest representative, or call QUIKRETE® Construction Products.

The QUIKRETE® Companies  
One Securities Centre  
3490 Piedmont Rd., NE, Suite 1300  
Atlanta, GA 30305  
(404) 634-9100  
Fax: (404) 842-1424  
www.quikrete.com

*\* Refer to [www.quikrete.com](http://www.quikrete.com) for the most current technical data, MSDS, and guide specifications*



[www.quikrete.com](http://www.quikrete.com)

**IFB# GHURA-23-03-CDBG-5TREN**

**Specification  
for the**

**Talofof Renaissance Concrete  
Repair & Renovation**

**OWNER  
Guam Housing and Urban Renewal Authority**

**BY: \_\_\_\_\_  
Elizabeth F. Napoli, EXECUTIVE DIRECTOR**

**Contractor: \_\_\_\_\_**

**By: \_\_\_\_\_  
Signature and Title**

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

**END OF SPECIFICATION**