DUST CONTROL PROTOCOL
Chicago Housing Authority – Capital Construction Department

Minimum Standards for Construction Dust Control in Rehabilitation Work

A specific dust control protocol will be developed by the General Contractor for each project and approved by the entire project team (CCD PM, CCD FM, AM & PPM). This will be reflected in both the Logistics Plan (sketches, diagrams, mock-ups, etc.) and the Site Specific Safety Plan (narrative of the specific protocols); together outlining what practices the Contractor will follow to prevent construction dust from migrating outside of the project boundaries.

The following is a list of minimum dust control protocols that must be adhered to when performing rehabilitation work in occupied buildings; specific site conditions may warrant additional preventative measures be taken.

The General Contractor will continue to be the responsible party for any damage / cleaning / remediation required as a result of their work.

Corridor / Common Area Work:

- 72-Hour Notice must be provided to the project team (defined above).
- Photographs should be taken of all adjacent areas as well as the areas to be worked on prior to commencement of work and again upon conclusion and clean-up.
- The use of negative air machines is required (where possible).
- All doors must be taped with blue painters tape at edges.
- All doors must have a damp towel placed across the threshold. These should be a highly visible color to prevent tripping hazards (e.g. orange, yellow, etc.) while maintaining egress function.
- Visqueen must be draped over doors and properly secured to prevent dust infiltration to the units/offices while maintaining emergency egress ability for the residents/staff.
- All corridors make up air vents shall be taped off with visqueen.
- All smoke detectors shall be sealed off during working hours and shall be removed at the end of each working day.
- The elevators, elevator equipment room and hoist way shall be inspected by the elevator maintenance contractor prior to commencement of contractor’s work and shall be inspected at the completion of contractors work. The contractor shall be responsible for damage to the elevator equipment which was caused by dust contamination.
- All light fixtures and bulbs shall be thoroughly cleaned after the protective dust control devices are removed.
- Documentation of every resident/staff member that enters or leaves their unit/office while work is in progress.

Unit Work:

- 72-Hour Notice must be provided to the project team.
- Photographs should be taken of all adjacent areas as well as the areas to be worked on prior to commencement of work and again upon conclusion and clean-up.
• The use of negative air machines is required.
• A proper Visqueen barrier; complete with zipwall poles must be erected separating the residents' belongings from the area of work; sealed on all sides.
• All residents' belongings must be adequately covered to prevent dust contamination from the work.
• All unit doors must have a damp towel placed across the threshold. These should be a highly visible color to prevent tripping hazards (e.g. orange, yellow, etc.) while maintaining egress function.
• All registers / grills / HVAC units, etc. must be properly covered to prevent dust contamination during working hours and removed at the end of each working day.
• All smoke detectors shall be sealed off during working hours and shall be removed at the end of each working day.
• All light fixtures, bulbs, medicine cabinets, kitchen cabinets, windows, etc. shall be thoroughly cleaned after the protective dust control devices are removed.
• Contractor must verify that outlets being utilized function properly and that if tied to a switch; the switch be secured in the on position to prevent accidental power loss to critical appliances/eq
ATTACHMENT D

INSURANCE REQUIREMENTS
INSURANCE REQUIREMENTS

In addition to the insurance required pursuant to Section 36 of the General Conditions and subject to all other provisions of that Section, the Contractor (or if a joint venture, each joint venturer) shall comply with the following provisions:

The Contractor agrees to procure and maintain at all times during the term of this Contract the types of insurance specified below in order to protect the CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors, from the negligent acts, omissions and errors of the Contractor, its officers, directors, officials, sub-contractors, joint venture partners, agents, or employees. The insurance carriers used by the Contractor must be authorized to conduct business in the State of Illinois and shall have an A. M. BEST rating of not less than an A except where noted.

Each such policy obtained by the Contractor shall provide that the insurer shall investigate and defend any suit against the CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors, even if such suit is frivolous or fraudulent. Such insurance shall, in the event of a conflict of interest, provide the CHA the right to engage its own attorney for the purpose of investigating and defending any legal action against the CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors and the Contractor shall indemnify the CHA for costs and expenses, including reasonable attorneys' fees arising out of or incurred in the investigation and defense of such action. Coverage to the CHA as an endorsed additional insured on any of the Contractor's insurance coverages shall not be subject to any deductible. Should the CHA not be endorsed as an additional insured on any such policy then the additional and named insureds and the insurance carrier on said insurance shall grant the CHA a waiver of subrogation with respect to any claims made pursuant to the coverage. Claims between insureds will not void coverage, but nothing herein shall operate to increase the limits of liability of the policies.

MUST BE INCLUDED ON ALL CERTIFICATES:

1. Certificate Holder: Chicago Housing Authority, 60 E Van Buren, Chicago IL 60605
2. Solicitation number or Contract number and/or the title of the Project or Service
3. CHA must be endorsed as an additional insured on the Contractor’s general/auto liability policy and such insurance will be primary and non-contributory to any other insurance available to the CHA.
Required Insurance Coverages

(1) Workers' Compensation and Occupational Disease Insurance in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability, Coverage B, in an amount of not less than $100,000 each accident, $100,000 each employee, $100,000 policy limit.

(2) Commercial General Liability Insurance shall be provided in an amount of not less than One Million Dollars ($1,000,000) per occurrence with a Per Project Aggregate of not less than Two Million Dollars ($2,000,000). Commercial General Liability insurance is to be written on an occurrence form (Primary) in the amounts required. In addition to the stipulations outlined above, the Commercial General Liability coverage shall include coverage for Contractual Liability, Products-Completed Operations, Personal and Advertising Injury. The CHA is to be endorsed as additional insured on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

(3) Automobile Liability Insurance shall be provided when any motor vehicles (owned, non-owned and/or hired) are used in connection with the Scope of Work with Combined Single Limits of not less than Five Hundred Thousand Dollars ($500,000) per occurrence, for bodily injury and property damage. The CHA is to be endorsed as additional insured on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.

COVERAGES LISTED BELOW ARE REQUIRED WHEN WARRANTED BY THE PROJECT'S SCOPE OF WORK AS DETERMINED BY CHA RISK MANAGEMENT DEPARTMENT.

(4) Contractor's Pollution Liability shall be provided when the Scope of Work of the Contract covers working with or around hazardous materials. The Contractor's Pollution Liability policy shall be written on an occurrence basis (claims made is not acceptable), covering any bodily injury, liability, and property damage liability, arising out of pollutants including, without limitation, hazardous materials such as asbestos, lead, PCBs for activities of the Contractor under or incidental to the Contract, including without limitation, transit of hazardous materials to a permanent disposal facility, activities by itself or by any of its subcontractors or by anyone directly or indirectly employed or otherwise contracted by any of them. This policy shall be maintained with limits of not less than Three Million Dollars ($3,000,000) per occurrence. The CHA is to be endorsed as additional insured on the policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA.
(5) **Lead/Asbestos Abatement Liability.** When any lead and/or asbestos abatement work is performed in connection with the contract, Lead/Asbestos Abatement Liability Insurance shall be provided with limits of not less than Five Million Dollars ($5,000,000.00) per occurrence insuring bodily injury, property damage and Environmental clean-up. The CHA is to be endorsed as an additional insured on the Policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA. When claims made policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Work under this Contract. A Claims-made policy which is not renewed or replaced must have extended reporting period of two (2) years.

(6) **Mold Remediation Liability.** When any mold remediation work is performed in connection with the contract, Mold Remediation Liability Insurance shall be provided with limits of not less than Five Million Dollars ($5,000,000.00) per occurrence insuring bodily injury, property damage and Environmental clean-up. The CHA is to be endorsed as an additional insured on the Policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the CHA. When claims made policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of Work under this Contract. A Claims-made policy which is not renewed or replaced must have extended reporting period of two (2) years.

**Certificates of Insurance**

Prior to the issuing of the Notice to Proceed by the CHA, the Contractor and its subcontractors shall furnish the CHA with Certificates of Insurance or other satisfactory evidence (subject to approval of the CHA) that the Contractor and its subcontractors have the insurance coverage set forth above. An ACORD form, properly completed, is such a certificate of insurance and is adequate proof of insurance. The CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors shall be endorsed as additional insureds on all of the Contractor’s required insurance coverages, with the exception of Professional Liability and Workers’ Compensation, and shall be properly and accurately shown on the Contractor’s Certificate of Insurance. Such insurance shall be endorsed as primary and non-contributory with any other insurance available to the CHA, its respective commissioners, board members, officers, directors, agents, construction management firm, employees, vendors, invitees and visitors. When applicable, the CHA shall be named as loss payee.
Renewal Certificates of Insurance

Said policies shall not be canceled or permitted to lapse until final completion and approval of the performance of the Contract, and shall contain a provision that the policy shall not be canceled or changed until thirty (30) days after the CHA has received written notice, by certified or registered mailed, that the cancellation or change of such policy is contemplated. Renewal certificates of insurance, requested endorsements, or such similar evidence must be received, via an email to the CHA Procurement Specialist identified in the solicitation as the sole point of contact, preferably in a Readable PDF format, thirty (30) calendar days prior to expiration of insurance coverage, received at least annually, and must restate the effective value of the coverage provided. The receipt of any certificate does not constitute agreement by the CHA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Contract. The insurance policies shall provide for thirty (30) days prior written notice to be given to the CHA in the event coverage is substantially changed, canceled or non-renewed. The Contractor expressly agrees that the CHA may communicate directly with Contractor's insurance broker or carrier to obtain renewal certificates; nonetheless, this provision does not relieve the Contractor of the duty to provide the CHA with timely renewal certificates.

At the CHA's option, non-compliance shall result in one or more of the following actions:

(1) The CHA shall purchase insurance on behalf of the Contractor and shall charge back all costs, to include administrative and insurance costs, to the Contractor;

(2) The CHA may communicate directly with the broker or carrier to determine an explanation for the noncompliance;

(3) The Contractor shall be immediately removed from CHA property and the Contract revoked; and/or

(4) All payments due to the Contractor shall be held until the Contractor has complied with the insurance provisions of this Contract.

Claims Made Policies and Tail Coverage

If any of the required insurance is written on a "claims made" as opposed to an "occurrence" basis, the retroactive date shall be prior to or coincident with the date of the Contract, and the Certificate of Insurance shall state that the coverage is "claims made" and also the retroactive date. A "claims made" policy that is not renewed or replaced must have an extended reporting period of two (2) years for continuous coverage following expiration or earlier termination of this Contract (i.e., tail coverage). Tail coverage premiums shall be paid by the Contractor. The Contractor shall provide to
the Owner, annually, a certified copy of the insurance policies or a certificate of insurance obtained pursuant to the requirement for tail coverage.

It is agreed that the Contractor shall provide a thirty (30) day notice in the event of the occurrence of any of the following conditions:

(1) Aggregate erosion of coverage in advance of the retroactive date;

(2) Cancellation of the policy; and/or

(3) Non-renewal of the policy.

Subcontractor’s Insurance

Except for the insurance coverage required in Section 36(e)(10) above, the Contractor shall require all subcontractors to carry the insurance required herein or the Contractor may provide the coverage for any or all of its subcontractors. Evidence of such insurance shall be submitted to the CHA prior to the commencement of any Work under this Contract. Subcontractor’s insurance shall comply with the same requirements and conditions as outlined in this Section titled “Insurance” and Section 36 of the General Conditions. The Contractor shall flow down the provisions of this Section 36 titled “Insurance” to subcontractors at every tier.

CHA Insurance

The Contractor expressly understands and agrees that any insurance or self-insurance programs maintained by the CHA shall apply in excess of and shall not contribute with insurance provided by the Contractor under this Contract.

Limitation of Liability

It is expressly agreed that the insurance coverage required per this Contract do not act as limitations of liability of the Contractor, its joint venturers, parent companies or subcontractors.

Lapses in Coverage

In addition to any other provisions of this Contract or at law, the Contractor may immediately, and without notice, have all compensation withheld or suspended, be suspended from providing further the Work, or be terminated for cause from this Contract for any lapse in coverage or material change in coverage pursuant to the requirements of this Section 36, failure to furnish the CHA with a timely certificate or renewal of certificate, or making an incorrect or a false representation with regard to provision of the insurance specified herein.
Subcontracts

All subcontractors utilized by the Contractor and not so identified at the time of bid or offer submission, must receive prior approval in writing by the Contracting Officer, prior to utilization for any subcontract on this Contract.

The Contractor shall submit to the CHA a true and original copy of each subcontract, including subcontracts at any tier, it executes for any portion of the Work within ten (10) days of execution of the subcontract and submit to the CHA within ten (10) days any amendment, modification, or change thereto.

The Contractor shall comply with all applicable laws, regulations, policies and procedures of the CHA in the procurement of lower-tier subcontractors.

The Contractor shall incorporate the flowdown requirements of this Contract into all of its lower-tier subcontracts. Said contract provisions in all subcontracts will be appropriately drafted to reflect the proper relationship among the CHA, the Contractor and the lower-tier subcontractor with regard to the lower-tier subcontract.
ATTACHMENT E

DAVIS BACON WAGE RATES (IL 20 & 9)
General Decision Number: IL160009 02/26/2016 IL9

Superseded General Decision Number: IL20150009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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ASBE0017-001 06/01/2015

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HAZARDOUS MATERIAL HANDLER

includes preparation,

wetting, stripping removal

scraping, vacuuming,

bagging and disposal of

all insulation materials,

whether they contain

asbestos or not, from

mechanical systems

$ 36.34 23.15

BOII.0001-001 01/01/2014

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ELEC0134-001 06/01/2015

Rates Fringes

ELECTRICIAN...........................$ 45.00 30.10
ELEC0134-002 04/01/1998

Rates Fringes

ELECTRICIAN
CLASS "B".........................$ 20.71 2.975+a+b

CLASS B SCOPE OF WORK:
Install magnetic or electronic replacement ballasts either
singly or in groups including necessary wiring within
fixture; Install replacement lamp holders and/or sockets
including necessary wiring within fixture including
relocating sockets within fixture; Install replacement
lighting circuit breakers where necessary; Install
replacement lighting switches where necessary; Repair
lighting fixtures other than ballast or socket
replacements; Rewire chandeliers or incandescent fixtures
only within fixtures themselves.

FOOTNOTES:
a-Paid Vacation- Employees who have been employed for one
year but less than three years receive 1 week of paid
vacation; employees who have been employed three years but
less than ten years receive 2 weeks of paid vacation;
Employees who have been employed ten years but less than
twenty years receive 3 weeks of paid vacation; and
employees who have worked twenty or more years receive 4
weeks of paid vacation.

b-Funeral Leave-In the instance of the death of a mother,
other-in-law-; father, father-in-law, sister, brother,
husband, wife, or a child of an employee shall receive up
to three days of paid funeral leave.

ELEC0134-003 06/01/2015

Rates Fringes

ELECTRICIAN
ELECTRICAL TECHNICIAN.........$ 40.00 23.09

The work shall consist of the installation, operation,
inspection, maintenance, repair and service of radio,
television, recording, voice sound vision production and
reproduction, telephone and telephone interconnect,
faximile, data apparatus, coaxial, fibre optic and
wireless equipment, appliances and systems used for the
transmission and reception of signals of any nature,
business, domestic, commercial, education, entertainment
and residential purposes, including but not limited to
communication and telephone, electronic and sound
equipment, fibre optic and data communication systems, and
the performance of any task directly related to such
installation or service whether at new or existing sites,
such tasks to include the placing of wire and cable and
electrical power conduit or other raceway work within the 
equipment room and pulling wire and/or cable through 
conduit and the installation of any incidental conduit.

ELEV0002-003 01/01/2015

Rates Fringes

ELEVATOR MECHANIC.............$ 50.80 28.39+a+b

FOOTNOTES:

a) Eight paid holidays: New Year's Day; Memorial Day; 
Independence Day; Labor Day; Thanksgiving Day; Day after 
Thanksgiving; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular basic hourly rate as 
vacation pay credit for employees with more than 5 years of 
service; and 6% for less than 5 years of service.

* ENGI0150-006 06/01/2015

Building and Residential Construction

Rates Fringes

OPERATOR: Power Equipment

GROUP 1...............................$ 48.10 33.35
GROUP 2...............................$ 46.80 33.35
GROUP 3...............................$ 44.25 33.35
GROUP 4...............................$ 42.50 33.35

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; 
Autograde*; Backhoes with Caisson attachment*; Batch Plant*; 
Benote (Requires two Engineers); Boiler and Throttle Valve; 
Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe 
Front Endloader Machine; Compressor and Throttle Valve; 
Concrete Breaker (Truck Mounted)*; Concrete Conveyor; 
Concrete Conveyor, Truck Mounted; Concrete Paver over 27E 
cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete 
Placer*; Concrete Placing Boom; Concrete Pump (Truck 
Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; 
Cranes, (GCI and similar type Requires two operators only); 
Creter Crane, Crusher, Stone, etc; Derricks; Derricks, 
Traveling*; Formless Curb and Gutter Machine*; Grader, 
Elevating; Grouting Machines; Highlift Shovels or Front 
Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside 
Type Rack and pinion and similar Machines; Hoists, One, 
Two, and Three Drum; Hoists, Two Tugger One Floor; 
Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac 
(and similar equipment); Locomotives; Motor Patrol*; Pile 
Drivers and Skid Rig*; Post Hole Digger; Pre-Stress 
Machine; Pump Cretes Dual Ram (Requiring frequent 
Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw 
Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole 
Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill 
Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form
Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (receives an additional $.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovating work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*Requires Oiler

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* ENGI0150-025 06/01/2015

Heavy and Highway Construction

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POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor ($1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader,
Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apartco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 75 series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulk and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add $1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bagni and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large, over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants
Pumps, over 3" (1 to 3, not to exceed a total of
300 ft); Pumps, Well Points; Tractaire; Welding Machines (2
through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional
Boring

*Requires Oiler

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<th>Fringes</th>
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<tr>
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<tr>
<td>Machinery Erectors</td>
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<td>Master Riggers</td>
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<tr>
<td>Rates</td>
<td>Fringes</td>
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<tr>
<td>LABORER (BUILDING &amp; RESIDENTIAL)</td>
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<tr>
<td>GROUP 1</td>
<td>$ 39.20</td>
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<tr>
<td>GROUP 2</td>
<td>$ 39.20</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$ 39.28</td>
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<tr>
<td>GROUP 4</td>
<td>$ 39.30</td>
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<td>GROUP 5</td>
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<td>GROUP 6</td>
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<td>GROUP 7</td>
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<tr>
<td>GROUP 12</td>
<td>$ 39.40</td>
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</table>

LABORER CLASSIFICATIONS
GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure; Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

--------------------------------
LAB00002-007 06/01/2015

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$39.20</td>
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<td>$39.28</td>
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<td>$39.40</td>
<td></td>
</tr>
<tr>
<td>$39.43</td>
<td></td>
</tr>
<tr>
<td>$39.40</td>
<td></td>
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</tbody>
</table>

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Ashpalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drum-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous
Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

LAB00002-008 06/01/2015

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<tr>
<td>0 - 15 POUNDS ..............</td>
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<tr>
<td>16 - 20 POUNDS .............</td>
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<td>21 - 26 POUNDS .............</td>
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<td>27 - 33 POUNDS .............</td>
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<td>34 - AND OVER ..............</td>
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<tr>
<td>LABORER (Tunnel and Sewer)</td>
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<tr>
<td>GROUP 1 ...................</td>
<td>$39.20</td>
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<td>GROUP 2 ...................</td>
<td>$39.33</td>
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<td>GROUP 4 ...................</td>
<td>$39.55</td>
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<tr>
<td>GROUP 5 ...................</td>
<td>$39.20</td>
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</table>

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder-burners; Pipe jacking machine operator; skinners; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure
nuclear exposure

LAB00225-001 06/01/2015

<table>
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<td>25.20</td>
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<td>$39.40</td>
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LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

PAIN0014-001 06/01/2015

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PAIN0027-001 06/01/2014

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PLAS0005-002 07/01/2015

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PLAS0502-001 06/01/2015

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PLUM0130-001 06/01/2015

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PLUM0597-002 06/01/2015

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ROOF0011-001 12/01/2015

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ROOFER ........................................ $ 41.00 20.10

* SFIL0281-001 01/01/2016

SPRINKLER FITTER ......................... $ 47.20 23.73

SHEE0073-001 06/01/2011

Sheet Metal Worker ....................... $ 40.56 27.23

SHEE0073-002 06/01/2011

Sheet Metal Worker
ALUMINUM GUTTER WORK .............. $ 27.63 27.23

TEAM0731-001 06/01/2015

COOK COUNTY - HEAVY AND HIGHWAY

TRUCK DRIVER

2 or 3 Axles ......................... $ 35.03 18.85
4 Axles ......................... $ 35.28 18.85
5 Axles ......................... $ 35.48 18.85
6 Axles ......................... $ 35.68 18.85

FOOTNOTES:


B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0731-002 03/01/2012

Traffic Control Device Monitor

TRAFFIC SAFETY WORKER:
Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic
signs, pavement markings, 
barricades, crash barrels 
and glare screens, traffic 
control surveillance, the 
repair and maintenance 
trucks, cars, arrow 
boards, message signs, 
barricade and sign 
fabrication equipment $ 28.25 9.08

TEAM0786-001 06/01/2015

COOK COUNTY - BUILDING AND RESIDENTIAL

<table>
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<tr>
<td>2 &amp; 3 Axles</td>
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<tr>
<td>4 Axles</td>
<td>$37.645</td>
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<tr>
<td>5 Axles</td>
<td>$37.855</td>
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<td>6 Axles</td>
<td>$38.065</td>
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<tr>
<td>.25+a</td>
<td>.25+a</td>
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FOOTNOTES:

a. $659.00 per week.

An additional $.20 per axle shall be paid for all vehicles 
with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence 

900 straight time hours or more in 1 calendar year for the 
same employer shall receive 1 week paid vacation; 3 years - 
2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 
years - 4 weeks paid vacation.

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

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)).

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.
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
   Regional Office for the area in which the survey was conducted
   because those Regional Offices have 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.

================================================================

END OF GENERAL DECISION
General Decision Number: IL160020 01/08/2016 IL20

Superseded General Decision Number: IL20150020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape, Highway Landscape and Residential Landscape


LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/08/2016

ENGI0150-013 06/01/2015

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

Rates Fringes
Operators:.........................$ 29.40 3.00+A+B+C
Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine, Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; HI-Reach and High-Ranger; Hydraulic Boom with Clam; Log Skidder; Straw Blower and Seeder; Stump Machine; Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and
attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stumps, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others.

FOOTNOTE:

A. Health and Welfare contribution is $1,143.00 per month.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

C. Paid Vacation: All employees who have been in the employ of the Employer for a full season of work shall be entitled to one (1) week of vacation with pay. Pay shall be 40 times the employee's regular straight time hourly rate. Effective as of January 1, 2010, employees who have worked for the employer for not less than eleven hundred (1100) straight time and overtime hours since their most recent anniversary date of hire as of vacation time will be deemed to have worked one full season. All employees who have been in the employ of their Employer for three (3) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to two (2) weeks of vacation with pay. Pay shall be 80 times the employee's regular straight time hourly rate. All employees who have been in the employ of their employer for nine (9) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to three (3) weeks of vacation with pay. Pay shall be 120 times the employee's regular straight time hourly rate.

ENGI0150-023 06/01/2015

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

HENRY, McLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO, and WOODFORD COUNTIES

Rates Fringes

Operators: ......................$ 29.40 3.00+A+B+C

Includes the following: Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine;
Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger; Hydraulic Boom with Clam; Log Skidder; Straw Blower and Seeder; Stump Machine; Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stakes, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others.

FOOTNOTE:

A. Health and Welfare contribution is $1,143.00 per month.

B. Paid Holidays: New Year’s Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

C. Paid Vacation: All employees who have been in the employ of the Employer for a full season of work shall be entitled to one (1) week of vacation with pay. Pay shall be 40 times the employee’s regular straight time hourly rate. Effective as of January 1, 2010, employees who have worked for the employer for not less than eleven hundred (1100) straight time and overtime hours since their most recent anniversary date of hire as of vacation time will be deemed to have worked one full season. All employees who have been in the employ of their Employer for three (3) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to two (2) weeks of vacation with pay. Pay shall be 80 times the employee’s regular straight time hourly rate. All employees who have been in the employ of their employer for nine (9) or more consecutive full seasons of work shall at the conclusion of their current season be entitled to three (3) weeks of vacation with pay. Pay shall be 120 times the employee’s regular straight time hourly rate.

LAB00032-004 05/01/2009

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Landscape Laboret $ 27.66</td>
<td>18.50</td>
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LAB00362-003 05/01/2013
**HIGHWAY CONSTRUCTION**

**MCLEAN COUNTY**

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<tr>
<th>Rates</th>
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<tr>
<td>Landscape Laborer.................$ 31.08</td>
<td>17.79</td>
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<td>LAB00751-004 05/01/2012</td>
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**HIGHWAY CONSTRUCTION**

**KANKAKEE COUNTY**

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<thead>
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<tr>
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**HIGHWAY CONSTRUCTION**

**ROCK ISLAND AND HENRY COUNTIES**

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<tr>
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<td>12.79</td>
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**HIGHWAY CONSTRUCTION**

**PEORIA, TAZEWELL, AND WOODFORD COUNTIES**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Landscape Laborer.................$ 31.61</td>
<td>18.76</td>
</tr>
<tr>
<td>TEAM0065-005 05/01/2013</td>
<td></td>
</tr>
</tbody>
</table>

**MCLEAN COUNTY** (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County), OGLE (South of Route 72/West of Route 251), PEORIA, TAZEWELL, and WOODFORD (All except Northeast corner East of Route 51/251 & South of Route 24) COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck Driver Group 1.......................$ 32.04</td>
<td>10.70+a</td>
</tr>
<tr>
<td>Group 2.......................$ 32.50</td>
<td>10.70+a</td>
</tr>
<tr>
<td>Group 3.......................$ 32.72</td>
<td>10.70+a</td>
</tr>
<tr>
<td>Group 4.......................$ 33.02</td>
<td>10.70+a</td>
</tr>
<tr>
<td>Group 5.......................$ 33.88</td>
<td>10.70+a</td>
</tr>
</tbody>
</table>

**FOOTNOTE:** a. $201.2 per week

**CLASSIFICATIONS:**

http://www.wdol.gov/wdol/scafles/davisbacon/IL.20.dvb?v=0
GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

* TEAM0179-004 06/01/2015

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-3 AXLES...</td>
<td>$ 36.45</td>
</tr>
<tr>
<td>4 AXLES.....</td>
<td>$ 36.60</td>
</tr>
<tr>
<td>5 AXLES.....</td>
<td>$ 36.80</td>
</tr>
<tr>
<td>6 AXLES.....</td>
<td>$ 37.00</td>
</tr>
<tr>
<td>All Lowboy Trucks...</td>
<td>$ 37.20</td>
</tr>
</tbody>
</table>

FOOTNOTE: a. $647.20 per week.

FOOTNOTE: An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Fork Lifts and Holsters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pave ment Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or
3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - "Truck Welder and "Truck Painter" These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0179-008 06/01/2015

KANKAKEE COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRUCK DRIVER</td>
<td></td>
</tr>
<tr>
<td>2 or 3 axles</td>
<td>$36.45</td>
</tr>
<tr>
<td>4 axles</td>
<td>$36.60</td>
</tr>
<tr>
<td>5 axles</td>
<td>$36.80</td>
</tr>
<tr>
<td>6 axles</td>
<td>$37.00</td>
</tr>
</tbody>
</table>

FOOTNOTE: a. $647.20 per week.

FOOTNOTE: An additional $ .20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and
Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Drammen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpurls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpurls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*. These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice.

Group 4 - Dual-purpose vehicles, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

* TEAM0301-001 06/01/2015

**LAKE AND MCCHENRY COUNTRIES**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRUCK DRIVER</td>
<td></td>
</tr>
<tr>
<td>2-3 AXLES.................$ 36.21</td>
<td>9.32+a</td>
</tr>
<tr>
<td>4 AXLES...................$ 36.36</td>
<td>9.32+a</td>
</tr>
<tr>
<td>5 AXLES...................$ 36.56</td>
<td>9.32+a</td>
</tr>
<tr>
<td>6 AXLES...................$ 36.76</td>
<td>9.32+a</td>
</tr>
</tbody>
</table>

FOOTNOTE: a. $282.00 per week pension

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.


900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:
Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpster, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Read-Op Plant Hopper Operator; Winch Trucks, 2 Axles.

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpster, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice.

Group 4 - Dual-purpose vehicles, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

* TEAM0325-004 06/01/2015

BOONE and WINNEBAGO COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>TRUCK DRIVER</td>
<td></td>
</tr>
<tr>
<td>2 - 3 Axles ..................</td>
<td>$35.87</td>
</tr>
<tr>
<td>4 Axles .....................</td>
<td>$36.02</td>
</tr>
<tr>
<td>5 Axles .....................</td>
<td>$36.22</td>
</tr>
<tr>
<td>6 Axles .....................</td>
<td>$36.33</td>
</tr>
</tbody>
</table>

FOOTNOTE: An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:
Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional $0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

*Mechanic*Truck Welder and Truck Painter; *Winter Rate:* Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be $2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0330-004 06/01/2015

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lyinnville, Monroe, Rochelle, & Scott) COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-3 AXLES..........................$ 35.25</td>
<td>.25+a</td>
</tr>
<tr>
<td>4 AXLES............................$ 35.40</td>
<td>.25+a</td>
</tr>
<tr>
<td>5 AXLES............................$ 35.60</td>
<td>.25+a</td>
</tr>
<tr>
<td>6 AXLES............................$ 35.80</td>
<td>.25+a</td>
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</tbody>
</table>

FOOTNOTE: a. $695.70 per week
An additional $2.20 per axle shall be paid for all vehicles with more than six (6) axles.


900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

* TEAM0371-004 05/01/2015

HENRY and ROCK ISLAND COUNTIES

http://www.wdol.gov/wdol/scafiles/davisbacon/IL20.dvb?v=0

5/4/2016
TRUCK DRIVER

<table>
<thead>
<tr>
<th>Group</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$34.22</td>
<td>17.29</td>
</tr>
<tr>
<td>2</td>
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</tr>
<tr>
<td>3</td>
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<tr>
<td>4</td>
<td>$35.24</td>
<td>17.29</td>
</tr>
<tr>
<td>5</td>
<td>$36.17</td>
<td>17.29</td>
</tr>
</tbody>
</table>

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; grease and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

* TEAM0673-003 06/01/2015

DU PAGE and KANE COUNTIES

<table>
<thead>
<tr>
<th>TRUCK DRIVER</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-3 AXLES</td>
</tr>
<tr>
<td>4 AXLES</td>
</tr>
<tr>
<td>5 AXLES</td>
</tr>
<tr>
<td>6 AXLES</td>
</tr>
</tbody>
</table>

.25+a

FOOTNOTE: a. $681.70 per week.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.


900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.
CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsterers, Track Trucks, Euclids, Hug Bottom Dump Turnpills or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsterers, Track Trucks, Euclids, Hug Bottom Dump Turnpills or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice.

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TEAM0731-001 06/01/2015

COOK COUNTY - HEAVY AND HIGHWAY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
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<td>$35.03</td>
</tr>
<tr>
<td>4 Axles</td>
<td>$35.28</td>
</tr>
<tr>
<td>5 Axles</td>
<td>$35.48</td>
</tr>
<tr>
<td>6 Axles</td>
<td>$35.68</td>
</tr>
</tbody>
</table>

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day,

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0786-001 06/01/2015

COOK COUNTY - BUILDING AND RESIDENTIAL

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<th>Fringes</th>
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<tr>
<td>TRUCK DRIVER</td>
<td></td>
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<tr>
<td>2 &amp; 3 Axles..........................$ 37.395</td>
<td>.25+a</td>
</tr>
<tr>
<td>4 Axles...............................$ 37.645</td>
<td>.25+a</td>
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<tr>
<td>5 Axles...............................$ 37.855</td>
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<tr>
<td>6 Axles...............................$ 38.065</td>
<td>.25+a</td>
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FOOTNOTES:

a. $659.00 per week.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.


900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

SUILL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

<table>
<thead>
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<th>Fringes</th>
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<tr>
<td>LABORER</td>
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<tr>
<td>BOONE, GRUNDY, KANE, KENDALL, LAKE, McHENRY, &amp; WILL COUNTIES</td>
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<tr>
<td>LANDSCAPE LABORERS.............$ 7.25</td>
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<tr>
<td>COOK COUNTY</td>
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</tr>
<tr>
<td>LANDSCAPE LABORERS.............$ 7.25</td>
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<tr>
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<tr>
<td>LANDSCAPE OPERATORS...........$ 7.25</td>
<td></td>
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<tr>
<td>LANDSCAPE PLANTSMAN...........$ 9.66</td>
<td>.26</td>
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<tr>
<td>DU PAGE COUNTY</td>
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<thead>
<tr>
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<tbody>
<tr>
<td>GRUNDY, LAKE &amp; WILL</td>
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</table>
| COUNTRIES
| LANDSCAPE DRIVER 2 & 3 |
| AXLES .................. | $ 11.06 | 2.01 |
| LANDSCAPE PLANTSMA... | $ 12.00 | 3.32 |

SUI1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

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<tr>
<td>BOONE, GRUNDY, KANE,</td>
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<td>KENDALL, LAKE, McHENRY &amp;</td>
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<td>WILL COUNTIES:</td>
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<tr>
<td>LANDSCAPE DRIVER, 2 &amp; 3</td>
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<tr>
<td>AXLES ..................</td>
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<tr>
<td>LANDSCAPE DRIVER, 2 &amp; 3</td>
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<tr>
<td>AXLES ..................</td>
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<td>LANDSCAPE OPERATORS.......</td>
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<td>DU PAGE COUNTY:</td>
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<tr>
<td>LANDSCAPE DRIVER, 2 &amp; 3</td>
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<tr>
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SUI1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

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<td>LANDSCAPE LABORERS.......</td>
<td>$ 7.25</td>
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<tr>
<td>LANDSCAPE OPERATORS.......</td>
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<td>LANDSCAPE OPERATOR.......</td>
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<td>PEORIA, TAZEWELL, &amp;</td>
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<td>WOODFORD COUNTIES:</td>
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</tr>
<tr>
<td>TRUCK DRIVERS 2 &amp; 3 AXLES..</td>
<td>$ 17.58</td>
</tr>
</tbody>
</table>

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

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.

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

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

=================================

END OF GENERAL DECISION
ATTACHMENT F

CONTRACT COMPLIANCE AFFIDAVIT
As a respondent to CHA IFB/RFP/CONTRACT or PO NUMBER 888, I hereby affirm that I understand and fully support the policy and regulations set forth in the Amendment to Special Conditions M/W/DBE Utilization Plan, the Section 9 Policy (hereafter referred to as the Policies); and Davis-Bacon and Related Acts (when applicable).

Given that contracts awarded for work under this IFB/RFP/CONTRACT are subject to the future issuance of contracts whose amounts will constitute the actual dollar amount, I understand that my M/W/DBE Utilization (Schedules A and C and Section 9 Utilization (Schedule B) Plans will be required to be submitted on each award to reflect actual contract amounts to the listed contractors.

Based upon the total amount of the award as constituted by all issued awards, I agree to fully comply with the following reporting requirements:

- Submit within five (5) business days of issuance of an award, copies of all resultant subcontractor agreements with approved certified M/W/DBE firms, and
- On a monthly basis, an updated payment report must be entered for every subcontractor (M/W/DBE and non-minority subcontractors) into 826nw (CHA’s electronic payment monitoring software for contractors and subcontractors)
- Submit weekly/bi-weekly payrolls for service contracts with the Schedule D- Hiring Reports via LCPtracker (CHA’s online payroll monitoring software)
CHICAGO HOUSING AUTHORITY (CHA)
Department of Procurement & Contracts Contract Compliance Division

RFP/RFQ/Bidder/Proposer, M/W/DBE & Section 3 Contract Compliance Affidavit

I further understand that any changes to my proposed M/W/DBE and Section 3 Utilization Plans require the approval of the Department of Procurement & Contracts Contract Compliance Division.

ACKNOWLEDGEMENT:

[Signature]
(Authorized Principal or Agent Signature)

8-17-16
(Data)

APPROVED:

[Signature]
(Contract Compliance Specialist)

8-25-16
(Date)

Contract Compliance Affidavit

Revised 07.2012
ATTACHMENT G

HUD FORM 5370 GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS GREATER THAN $100,000 (TIER 6 ONLY)
General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Applicability. This form is applicable to any construction/development contract greater than $100,000.

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, 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 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

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

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

The information requested does not lend itself to confidentiality.

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Page</th>
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</thead>
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<td>2</td>
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<tr>
<td>3. Architect's Duties, Responsibilities and Authority</td>
<td>2</td>
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<tr>
<td>4. Other Contracts</td>
<td>3</td>
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<td>Construction Requirements</td>
<td>26</td>
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<tr>
<td>5. Pre-construction Conference and Notice to Proceed</td>
<td>3</td>
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<tr>
<td>6. Construction Progress Schedule</td>
<td>3</td>
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<td>7. Site Investigation and Conditions Affecting the Work</td>
<td>3</td>
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<td>8. Differing Site Conditions</td>
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<tr>
<td>9. Specifications and Drawings for Construction</td>
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<tr>
<td>10. As-Built Drawings</td>
<td>5</td>
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<td>11. Material and Workmanship</td>
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<td>12. Permits and Codes</td>
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<td>13. Health, Safety, and Accident Prevention</td>
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<td>15. Availability and Use of Utility Services</td>
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<td>16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements</td>
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<td>17. Temporary Buildings and Transportation Materials</td>
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<td>18. Clean Air and Water</td>
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<td>19. Energy Efficiency</td>
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<td>20. Inspection and Acceptance of Construction</td>
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<td>21. Use and Possession Prior to Completion</td>
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<td>22. Warranty of Title</td>
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<td>23. Warranty of Construction</td>
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<td>24. Prohibition Against Liens</td>
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<td>25. Contract Period</td>
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<td>26. Order of Precedence</td>
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<td>27. Payments</td>
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<td>28. Contract Modifications</td>
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<td>29. Changes</td>
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<td>30. Suspension of Work</td>
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<td>31. Disputes</td>
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<td>34. Termination of Convenience</td>
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<td>36. Insurance</td>
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<td>37. Subcontracts</td>
<td>13</td>
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<tr>
<td>38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms</td>
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<td>Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968</td>
<td>13</td>
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<tr>
<td>40. Interest of Members of Congress</td>
<td>15</td>
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<tr>
<td>41. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees</td>
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<tr>
<td>42. Limitations on Payments Made to Influence</td>
<td>15</td>
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<tr>
<td>43. Royalties and Patents</td>
<td>15</td>
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<td>44. Examination and Retention of Contractor's Records</td>
<td>15</td>
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<tr>
<td>45. Labor Standards-Davis-Bacon and Related Acts</td>
<td>15</td>
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<td>46. Non-Federal Prevailing Wage Rates</td>
<td>19</td>
</tr>
<tr>
<td>47. Procurement of Recovered Materials</td>
<td>19</td>
</tr>
</tbody>
</table>
1. Definitions

(a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and 'engineer' shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.

(b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.

(c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.

(d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.

(e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.

(f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.

(g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.

(h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.

(i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.

(j) "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

(a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services hereinafter.

(b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.

(c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

(f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.

(g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work, (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.

(h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

3. Architect's Duties, Responsibilities, and Authority

(a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.
(b) The Architect shall serve as the Contracting Officer’s technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.

(c) The Architect’s duties and responsibilities may include but shall not be limited to:

1. Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor’s designated representative at the site;

2. Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;

3. Reviewing and making recommendations with respect to - (i) the Contractor’s construction progress schedules; (ii) the Contractor’s shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor’s price breakdown and progress payment estimates; and,

4. Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heed 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.

6. Construction Progress Schedule

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing selected features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor’s right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

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

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

(a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.

(b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.
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 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 discrepancy 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 "shown", "indicated", "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 contract 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 submittal. 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 submitted 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 with a record of all changes from the plans submitted with the contractor's bid to show the actual conditions. These drawings shall be included in the contract documents and submitted to the Contracting Officer.

(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 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 and 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 contractor'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 the container, the material or product represented, its place of origin, the name of the processor, 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. All 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, 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 91-534, 83 Stat. 86), 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 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 refinishings or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishings 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 complete 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 Act, as amended, 33 USC 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 Construction

(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, and components) and determining 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 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 written authorization of 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 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 within 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 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 Construction

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) 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;

(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

The Contractor shall complete all work required on 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.


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 a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

(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 progress estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be 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 accordance with the terms and conditions of the subcontract.

Name:

Title:

Date:

(f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress 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, or that the PHA accepts in full the payment of the PHA, or that the PHA 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 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 PHA to withhold moneys from the Contractor shall in no case impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

29. Changes

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

(1) In the specifications (including drawings and designs),

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials,

services, or site, or

(4) Directing the acceleration in the performance of the work.

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

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a modification 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 the labor hours, which 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 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 (x) 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 cause 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 subject 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 Convenience
(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal or 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 (30 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, tools, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a 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 $ 1,000,000. [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 land development 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 neither directly nor 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) Requiring qualified small business concerns 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 agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applications are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) 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 shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

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

(g) The Contractor 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 shall permit access to its books, records, and other documents by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract of purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the 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.


(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 135, 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 135 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 preferences shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, 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 135. 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 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
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 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 any cooperative agreement, or the modification of any Federal contract, grant, 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 fees 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 manufacturer 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, excepts, or transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. a "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 Acts

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 reflect 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 (MH-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)(i) or (ii) 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 employers 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 payroll records to the Contracting Officer for transmission to HUD or its designee. The payroll records 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 payroll records 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;

(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)(iii) 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 designees, 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 designees 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 within 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 journeymen’s hourly rate) specified in the Contractor’s or subcontractor’ 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringe 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 journeymen 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 journeymen 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). 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).

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

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

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


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

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

HUD FORM 5370-EZ GENERAL CONTRACT CONDITIONS FOR SMALL CONSTRUCTION (TIERS 1, 2, 3, 4 & 5 ONLY)
General Contract Conditions for Small Construction/Development Contracts

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than $2,000 but not more than $100,000.

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

(a) Except for disputes arising under the Labor Standards clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.

(c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.

(d) The Contracting Officer’s decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA’s policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer’s decision.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

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

(2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.

(c) If, after termination of the Contractor’s right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

(a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

(b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the sub-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 60 days unless otherwise indicated of receipt of the Contractor’s claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

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

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Form HUD-5370-EZ (1/2014)
(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

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

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

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

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

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes), or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

(a) The Contracting Officer may, at any time, without notice to theSureties, 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,
(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 Contracting Officer gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor’s cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a change 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.

9. Examination and Retention of Contractor’s Records

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

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

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

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

(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 135, 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 135 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the
qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, 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 135. 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 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.


(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development 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)(v); 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)(i) 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 shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Federal Labor 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 the 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, 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 prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 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) 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 (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 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.

(e) 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 journeymen 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.

(f) 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.

(g) 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.

(h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(i) 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.

(j) 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.

(k) 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).


(1) 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.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State 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:

(i) 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;

(ii) 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

(iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.
ATTACHMENT I

HUD FORM 5369-C CERTIFICATIONS & REPRESENTATIONS OF OFFERORS
Certifications and Representations of Offerors Non-Construction Contract

For the purpose of this definition, minority group members are:

- Black Americans
- Asian Pacific Americans
- Hispanic Americans
- Asian Indian Americans
- Native Americans
- Mexican Jewish Americans

3. Certificate of Independent Price Determination
(a) The bidder/offeree certifies that:
(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeree or competitor relating to (i) these prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeree, directly or indirectly, to any other bidder/offeree or competitor before bid closing (i.e., the date and time set for the receipt of bids solicitations) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
(3) No attempt has been made or will be made by the bidder/offeree to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
(1) Is the person in the bidder/offeree'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; and
(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

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to any possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."
(iii) 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/offeror deletes or modifies subparagraph (a)(2) above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification
   (a) The Contractor warrants that to the best of its knowledge and belief except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
      (i) Award of the contract may result in an unfair competitive advantage;
      (ii) The Contractor's objectivity in performing the contract work may be impaired; or
      (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)
   The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest
   In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled “Organizational Conflict of Interest.”

7. Offeror's Signature
   The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

[Signature]

Typed or Printed Name:

Title: CEO
ATTACHMENT J

THE CONSTRUCTION TASK CATALOG®

The Construction Task Catalog® is included in this Contract by reference. It is available as a separate PDF document.
ATTACHMENT K

THE TECHNICAL SPECIFICATIONS

The Technical Specifications are included in this Contract by reference. It is available as a separate PDF document.
ATTACHMENT L

HOLIDAY SCHEDULE
**2016 HOLIDAY SCHEDULE**

**Administrative Employees**

<table>
<thead>
<tr>
<th>HOLIDAY</th>
<th>DAY OF OBSERVANCE</th>
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<tbody>
<tr>
<td>Martin Luther King Jr. Day</td>
<td>Monday, January 18, 2016</td>
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<tr>
<td>President’s Day</td>
<td>Monday, February 15, 2016</td>
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<tr>
<td>Memorial Day</td>
<td>Monday, May 30, 2016</td>
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<tr>
<td>Independence Day</td>
<td>Monday, July 4, 2016</td>
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<tr>
<td>Labor Day</td>
<td>Monday, September 5, 2016</td>
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<td>Columbus Day</td>
<td>Monday, October 10, 2016</td>
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<td>Veteran’s Day</td>
<td>Friday, November 11, 2016</td>
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<tr>
<td>Thanksgiving Day</td>
<td>Thursday, November 24, 2016</td>
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<tr>
<td>Day-After Thanksgiving</td>
<td>Friday, November 25, 2016</td>
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<tr>
<td>Christmas Eve (½ Day)</td>
<td>Friday, December 23, 2016</td>
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<tr>
<td>Christmas Day</td>
<td>Monday, December 26, 2016</td>
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<tr>
<td>New Year’s Eve (½ Day)</td>
<td>Friday, December 30, 2016</td>
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**Birthday/Floater Holiday**

Employees may use the birthday floater holiday within thirty (30) days of their actual birthday up until the last full payroll period in December each year. For new employees whose birthday occurs before their date of hire, they will not be eligible for the floater holiday.

*Generally, when the holiday falls on a Saturday it is celebrated on the preceding Friday. When the holiday falls on a Sunday it is celebrated on the following Monday.*
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
McKin & Associates, Inc
205 Park Ave S Ste 330
Cazenovia, NY 13035

INSURED
Hood Construction, Inc
2746 N. Leavitt St 523
Chicago, IL 60647

CONTACT NAME: D. McIntosh
PHONE: 708-730-9593
FAX: 708-730-9110
EMAIL: mcinnassoc@yahoo.com

CERTIFICATE NUMBER: U17AC0E22-00

DATE (MM/DD/YYYY): 03/24/2017

COVERAGES

- COMMERCIAL GENERAL LIABILITY
  - CLAIMS MADE, OCCUR

- COMMERCIAL AUTOMOBILE LIABILITY
  - ANY AUTO
  - ALL OWNED, SCHEDULED AUTOS
  - NON-OWNED, SCHEDULED
  - ALL HIRED, NON-OWNED

- UMBRELLA LIABILITY
  - OCCUR

- WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
  - ANNUAL PERIOD

REVISION NUMBER:

- EACH OCCURRENCE: $1,000,000
- DAMAGE TO RENTED PROPERTY: $100,000
- MED EXP: $5,000
- PERSONAL & ADJURY INJURY: $1,000,000
- GENERAL, AGGREGATE: $2,000,000
- PRODUCTS - COMPREHENSIVE: $2,000,000
- COMBINED SINGLE LIMIT: $2,000,000
- BODILY INJURY (Per person): $100,000
- PROPERTY DAMAGE (Per accident): $100,000
- EACH ACCIDENT: $100,000
- EACH DISEASE - EA EMPLOYEE: $100,000
- EACH DISEASE - POLICY LIMIT: $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)
CHA is listed as an additional insured on the General Liability

CERTIFICATE HOLDER
Chicago Housing Authority
60 E. Van Buren
Chicago, IL 60602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Donald McIntosh

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Search Results

Current Search Terms: "hood construction"

No records found for current search.
U.S. Department of Housing and Urban Development

Limited Denial of Participation, HUD Funding Disqualifications and Voluntary Abstentions list as of 3/28/2017

**Search Criteria:** Hood Construction  
**Records Found:** 0

<table>
<thead>
<tr>
<th>Subject</th>
<th>Affiliation</th>
<th>Address</th>
<th>Scope of Disqualification</th>
<th>Disqualification Start Date</th>
<th>Disqualification End Date</th>
<th>Disqualification List Date</th>
<th>Office</th>
<th>Contact Person</th>
<th>Contact Office Phone</th>
<th>Contact Email</th>
</tr>
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</table>
## DEBARRED CITY OF CHICAGO FIRMS AND INDIVIDUALS

<table>
<thead>
<tr>
<th>ENTITY/INDIVIDUAL</th>
<th>DEBARMENT DATE</th>
<th>LENGTH OF DEBARMENT</th>
<th>REASON</th>
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<tbody>
<tr>
<td>James M. Duff</td>
<td>3/21/2008</td>
<td>Lifetime</td>
<td>Criminal convictions on various counts including fraud related to the MWBE program.</td>
</tr>
<tr>
<td>135 Post Road</td>
<td></td>
<td></td>
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<tr>
<td>Burr Ridge, IL 60527</td>
<td></td>
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<tr>
<td>William E. Stratton</td>
<td>3/21/2008</td>
<td>Lifetime</td>
<td>Criminal convictions on various counts including fraud related to the MWBE program.</td>
</tr>
<tr>
<td>4923 S. Princeton Ave</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chicago, IL 60609</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Terrence Dolan</td>
<td>3/21/2008</td>
<td>Lifetime</td>
<td>Criminal convictions on various counts including fraud related to the MWBE program.</td>
</tr>
<tr>
<td>325 N. County Line Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hinsdale, IL 60521</td>
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<td></td>
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<tr>
<td>Windy City Labor Services Inc.</td>
<td>3/21/2008</td>
<td>Permanent</td>
<td>Company used by James M. Duff to commit MWBE program fraud.</td>
</tr>
<tr>
<td>Remedial Environmental Manpower, Inc.</td>
<td>3/21/2008</td>
<td>Permanent</td>
<td>Company used by James M. Duff to commit MWBE program fraud.</td>
</tr>
<tr>
<td>Windy City Maintenance, Inc.</td>
<td>3/21/2008</td>
<td>Permanent</td>
<td>Company used by James M. Duff to commit MWBE program fraud.</td>
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<tr>
<td>Curtis Storage &amp; Trucking Co.</td>
<td>3/21/2008</td>
<td>Permanent</td>
<td>Company used by James M. Duff to commit MWBE program fraud.</td>
</tr>
<tr>
<td>American Management and Consulting Services Inc.</td>
<td>3/21/2008</td>
<td>Permanent</td>
<td>Company used by James M. Duff to commit MWBE program fraud.</td>
</tr>
<tr>
<td>Elliott Trucking, Inc.</td>
<td>12/17/2008</td>
<td>Permanent</td>
<td>Company used by Martin McDonagh to commit fraud.</td>
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<tr>
<td>Martin McDonagh</td>
<td>12/17/2008</td>
<td>Lifetime</td>
<td>Criminal fraud conviction.</td>
</tr>
<tr>
<td>Garfield Trucking, Inc.</td>
<td>12/17/2008</td>
<td>Permanent</td>
<td>Company used by Charles Romano and Richard Rylewicz to commit fraud.</td>
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<tr>
<td>Charles Romano</td>
<td>12/17/2008</td>
<td>Lifetime</td>
<td>Criminal fraud conviction.</td>
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<tr>
<td>6952 North Oriole Ave.</td>
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</tr>
<tr>
<td>Chicago, IL 60631</td>
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<tr>
<td>Richard Rylewicz</td>
<td>12/17/2008</td>
<td>Lifetime</td>
<td>Criminal fraud conviction.</td>
</tr>
<tr>
<td>6732 West Cermak Rd.</td>
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<tr>
<td>Berwyn, IL 60402</td>
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</tr>
<tr>
<td>Company Name</td>
<td>Date</td>
<td>Status</td>
<td>Reason</td>
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<tr>
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<tr>
<td>R&amp;V Trucking, LLC</td>
<td>12/17/08</td>
<td>Permanent</td>
<td>Company used by Robert Mangiamele to commit fraud.</td>
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<tr>
<td>Robert Mangiamele</td>
<td>12/17/08</td>
<td>Lifetime</td>
<td>Criminal fraud conviction</td>
</tr>
<tr>
<td>532 Lois Ct.</td>
<td></td>
<td></td>
<td>Company used by Salvador Alvarez to commit fraud.</td>
</tr>
<tr>
<td>Mount Prospect, IL 60056</td>
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<tr>
<td>Sarch Hauling, Ltd.</td>
<td>12/17/08</td>
<td>Permanent</td>
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<tr>
<td>Salvador Alvarez</td>
<td>12/17/08</td>
<td>Lifetime</td>
<td>Criminal fraud conviction</td>
</tr>
<tr>
<td>6951 S. Bell Ave. Chicago, IL 60636</td>
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<td>Company used by Patricia Fasula to commit MWBE program fraud.</td>
</tr>
<tr>
<td>Patricia Trucking</td>
<td>12/17/08</td>
<td>Permanent</td>
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<tr>
<td>Patricia Fasula</td>
<td>12/17/08</td>
<td>Lifetime</td>
<td>Falsified MWBE certification documents.</td>
</tr>
<tr>
<td>3826 S. Lowe Ave. Chicago, IL 60609</td>
<td></td>
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<td>Company used by Richard Pitts to commit fraud.</td>
</tr>
<tr>
<td>Pitts Transportation, Inc.</td>
<td>12/17/08</td>
<td>Permanent</td>
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<tr>
<td>Richard Pitts</td>
<td>12/17/08</td>
<td>Lifetime</td>
<td>Falsified documents in seeking to obtain City contract.</td>
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<tr>
<td>2518 East Creekwood Ct. Crete, IL 60417</td>
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<td>Company used by John Canatello to commit fraud.</td>
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<tr>
<td>GNA Trucking, Inc.</td>
<td>2/17/09</td>
<td>Permanent</td>
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<tr>
<td>John Canatello</td>
<td>3/19/09</td>
<td>Lifetime</td>
<td>Criminal fraud conviction</td>
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<tr>
<td>8201 W. 118th St. Palos Park, IL 60464</td>
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<td>Company used by Michael Leyden and Timothy Schrader to commit fraud.</td>
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<tr>
<td>American Tank, Inc.</td>
<td>2/24/09</td>
<td>Permanent</td>
<td>Committed fraud.</td>
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<tr>
<td>Michael Leyden</td>
<td>6/25/09</td>
<td>Lifetime</td>
<td>Criminal fraud conviction</td>
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<tr>
<td>6604 N. Sioux Ave. Chicago, IL 60646</td>
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<td>Company used by Joseph Ignoffo to commit fraud.</td>
</tr>
<tr>
<td>Timothy Shrader</td>
<td>6/25/09</td>
<td>Lifetime</td>
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<tr>
<td>6604 N. Sioux Ave. Chicago, IL 60646</td>
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<tr>
<td>Ignoffo Trucking, Inc.</td>
<td>2/24/09</td>
<td>Permanent</td>
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<tr>
<td>Joseph Ignoffo</td>
<td>6/25/09</td>
<td>Lifetime</td>
<td>Criminal fraud conviction</td>
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<tr>
<td>25390 Columbia Bay Dr.</td>
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<td>Lake Villa, IL 60046</td>
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<td>Company/Maintainer</td>
<td>Date</td>
<td>Designation</td>
<td>Description</td>
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<td>LR&amp;C Truck Line, Inc.</td>
<td>2/24/2009</td>
<td>Permanent</td>
<td>Company used by Leroy Peters to commit fraud.</td>
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<tr>
<td>9230 South Racine</td>
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<tr>
<td>Chicago, IL 60620</td>
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<tr>
<td>1232 E. Bemes Rd.</td>
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<td></td>
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<tr>
<td>Crate, IL 60417</td>
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<tr>
<td>Victory Transport, Inc.</td>
<td>2/24/2009</td>
<td>Permanent</td>
<td>Company used by Terrance Williams to commit forgery.</td>
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<tr>
<td>Terrance Williams</td>
<td>6/25/2009</td>
<td>Lifetime</td>
<td>Committed forgery</td>
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<tr>
<td>10436 South Maryland</td>
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<tr>
<td>Chicago, IL 60628</td>
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<tr>
<td>BCI Commercial Roofing, Inc.</td>
<td>3/6/2009</td>
<td>Permanent</td>
<td>Company used by Christopher G. Kelly to commit fraud.</td>
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<tr>
<td>CGK Consulting, Inc.</td>
<td>3/6/2009</td>
<td>Permanent</td>
<td>Company used by Christopher G. Kelly to commit fraud.</td>
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<tr>
<td>Cayla Trucking, Inc.</td>
<td>3/11/2009</td>
<td>Permanent</td>
<td>Company used by Debra Covellers and Richard Covellers to commit fraud.</td>
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<tr>
<td>Richard Covellers</td>
<td>3/19/2009</td>
<td>Lifetime</td>
<td>Criminal fraud conviction.</td>
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<tr>
<td>5835 West Higgins</td>
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<tr>
<td>Chicago, IL 60630</td>
<td></td>
<td></td>
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<tr>
<td>Debra Covellers</td>
<td>3/19/2009</td>
<td>Lifetime</td>
<td>Criminal fraud conviction.</td>
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<tr>
<td>5835 West Higgins</td>
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<td></td>
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<tr>
<td>Chicago, IL 60630</td>
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<tr>
<td>FRC Trucking, Inc.</td>
<td>3/11/2009</td>
<td>Permanent</td>
<td>Company used by Frank Canatello to commit fraud.</td>
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<tr>
<td>Frank Canatello</td>
<td>3/19/2009</td>
<td>Lifetime</td>
<td>Criminal fraud conviction.</td>
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<tr>
<td>2947 South Halsted St.</td>
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<td>Chicago, IL 60630</td>
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<tr>
<td>Lightner Services, Inc.</td>
<td>3/11/2009</td>
<td>Permanent</td>
<td>Company used by Vincent Hinton to commit MWBE program fraud.</td>
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<tr>
<td>4707 West Erie</td>
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<tr>
<td>Chicago, IL 60644</td>
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<tr>
<td>A. Affetto Trucking, Inc.</td>
<td>3/19/2009</td>
<td>Permanent</td>
<td>Company used by Anthony Affetto to commit fraud.</td>
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<tr>
<td>2143 N. Narragansett</td>
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<tr>
<td>Chicago, IL 60639</td>
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</table>
John J. Leahy
26107 Oakcrest Ln.
Plainfield, IL 60585
3/19/2009 Lifetime Criminal fraud conviction.

Edward Wianiewski
7118 W. Main St.
Niles, IL 60714

James H. Levin
5440 Touhy Ave.
Skokie, IL 60077
3/19/2009 Lifetime Criminal fraud conviction.

Get Plowed, Inc.
10/28/2009 Permanent Company used by Michael Jones to commit fraud.

Michael Jones
5701 S. Sayre Ave.
Chicago, IL 60638

James Picardi
2726 Moraine Valley Rd.
Wauconda, IL 60084

Urban Services of America

Douglas E. Ritter

Steven Fenzl
33 Marisol
Newport Coast, CA 92657
9/29/2010 Lifetime Criminal fraud conviction.

Milton A. Curry
6014 S. Racine Avenue
Chicago, IL 60636
10/25/2010 Lifetime Financial irregularities, refused to cooperate with IGO investigation.

Fannie Weinshenker
a/k/a Fannie Gasparik
5824 West 107th Place
Chicago Ridge, IL 60415
11/23/2010 Lifetime Orchestrated scheme to defraud City.

KAR-DON, Inc. d/b/a
Arrow Lumber Company
5820 S. Ashland Avenue
Chicago, IL 60636
12/1/2010 Permanent Submitted fraudulent invoices to the City and delivered materials in amounts smaller than the invoiced amounts.

Donald L. Beal
5820 S. Ashland Avenue
Chicago, IL 60636
12/15/2010 Lifetime Submitted fraudulent invoices to the City and delivered materials in amounts smaller than the invoiced amounts.
<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Date</th>
<th>Duration</th>
<th>Description</th>
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<tbody>
<tr>
<td>Stephan Smith</td>
<td>6413 Foggy Hills Way</td>
<td>12/9/2010</td>
<td>Lifetime</td>
<td>Oversaw approval of additional work outside of the scope of contract and without City authorization for performance of extra work.</td>
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<tr>
<td>Nancy Jacob</td>
<td>25W705 Harrison</td>
<td>12/9/2010</td>
<td>Lifetime</td>
<td>Deceptive documentation related to WBE certification.</td>
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<tr>
<td>Aurora Venegas</td>
<td>4500 S. Kolin Ave.</td>
<td>12/13/2010</td>
<td>Lifetime</td>
<td>Guilty Plea on criminal indictment for fraudulently claiming to be a legitimate M/WBE business and acting as a pass-through for other companies.</td>
</tr>
<tr>
<td>Azteca Supply Co.</td>
<td>4500 S. Kolin Ave.</td>
<td>12/13/2010</td>
<td>Permanent</td>
<td>Fraudulently claimed to be a legitimate M/WBE business and acted as a pass-through for other companies.</td>
</tr>
<tr>
<td>Poliblo Cabrera</td>
<td>1932 N. Tripp Ave., #1</td>
<td>12/16/2010</td>
<td>Lifetime</td>
<td>Made false statements to Inspector General's Office Investigators in connection with investigation.</td>
</tr>
<tr>
<td>Cabrera Construction</td>
<td>1932 N. Tripp Ave., #1</td>
<td>12/16/2010</td>
<td>Permanent</td>
<td>Performed construction work as unlicensed contractor, made false statements to Inspector General's Office Investigators.</td>
</tr>
<tr>
<td>Isaias Gonzalez</td>
<td>2622 West Cermak</td>
<td>12/16/2010</td>
<td>Lifetime</td>
<td>Falsified invoices submitted to the City for payment; Fabricated false documentation to mislead auditors from Compliance. Directed a witness to lie to IGO investigators.</td>
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<tr>
<td>Centro Familiar La Gran Esperanza f/k/a Great Hope Family Center</td>
<td>2622 West Cermak</td>
<td>12/16/2010</td>
<td>Permanent</td>
<td>Falsified a reimbursement voucher and submitted it to the City for payment; Fabricated false documentation to mislead auditors from Compliance.</td>
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<tr>
<td>Carl Easter</td>
<td>3935 West Fullerton Ave.</td>
<td>1/5/2011</td>
<td>Lifetime</td>
<td>M/WBE program fraud.</td>
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<tr>
<td>Name</td>
<td>Address</td>
<td>Date</td>
<td>Type</td>
<td>Reason</td>
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<td>Logan Square Pest Control</td>
<td>3935 West Fullerton Ave. Chicago, IL 60647</td>
<td>1/5/2011</td>
<td>Permanent</td>
<td>M/WBE program fraud.</td>
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<tr>
<td>Rochelle Knox</td>
<td>2733 Lake Park Drive Lynwood, IL 60411</td>
<td>1/20/2011</td>
<td>Lifetime</td>
<td>Submitted false documents in connection with City contracts; Submitted fraudulent reimbursement claims to the City.</td>
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<tr>
<td>Changing Patterns for</td>
<td>5912 S. State Street Chicago, IL 60621</td>
<td>1/20/2011</td>
<td>Permanent</td>
<td>Submitted false documents in connection with City contracts; Submitted fraudulent reimbursement claims to the City.</td>
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<tr>
<td>Families, Inc.</td>
<td></td>
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<td>Owner of Cornerstone Construction Services, Inc. Engaged in MWBE Program Fraud</td>
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<tr>
<td>Kristi Contreras</td>
<td></td>
<td>2/7/2011</td>
<td>Lifetime</td>
<td>Engaged in MWBE Program Fraud</td>
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<tr>
<td>Cornerstone Construction</td>
<td>330 S. Naperville Road, Suite 401</td>
<td>2/7/2011</td>
<td>Permanent</td>
<td>Engaged in MWBE Program Fraud</td>
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<tr>
<td>Services, Inc.</td>
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<tr>
<td>Danton Fielder</td>
<td>139 West 107th Street Chicago, IL 60628</td>
<td>3/31/2011</td>
<td>Lifetime</td>
<td>Engaged in MWBE Program Fraud</td>
</tr>
<tr>
<td>D &amp; S Midwest Construction</td>
<td>139 West 107th Street Chicago, IL 60628</td>
<td>3/31/2011</td>
<td>Permanent</td>
<td>Engaged in MWBE Program Fraud</td>
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<tr>
<td>Joseph Depa</td>
<td></td>
<td>4/20/2011</td>
<td>Lifetime</td>
<td>Approved additional work outside of the scope of contract and without authorization from the City.</td>
</tr>
<tr>
<td>Nat L. Hyman</td>
<td>727 N. Meadow St. Allentown, PA 18102</td>
<td>5/18/2011</td>
<td>Lifetime</td>
<td>Failed to cooperate with IGO investigation</td>
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<tr>
<td>Doris Moran LaSilva</td>
<td>1851 W. Grand Ave. Chicago, IL 60622</td>
<td>5/24/2011</td>
<td>Lifetime</td>
<td>Misrepresentations regarding Ms. LaSilva's role and ownership interest in Lupita Contractors, Inc.</td>
</tr>
<tr>
<td>Lupita Contractors, Inc.</td>
<td>1851 W. Grand Ave. Chicago, IL 60622</td>
<td>5/24/2011</td>
<td>Permanent</td>
<td>Misrepresentations regarding Ms. LaSilva's role and ownership interest in Lupita Contractors, Inc.</td>
</tr>
<tr>
<td>Anna Easter</td>
<td>1316 N. Pulaski Road Chicago, IL 60651</td>
<td>6/27/2011</td>
<td>Lifetime</td>
<td>MWBE program fraud.</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Date</td>
<td>Term</td>
<td>Reason</td>
</tr>
<tr>
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</tr>
<tr>
<td>N &amp; L Pest Control</td>
<td>1316 N. Puleaski Road Chicago, IL 60651</td>
<td>6/27/2011</td>
<td>Permanent</td>
<td>MWBE program fraud.</td>
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<tr>
<td>Corren Evans</td>
<td>3335 S. Cottage Grove Chicago, IL 60653</td>
<td>7/13/2011</td>
<td>Lifetime</td>
<td>Criminal indictment for theft from City delegate agency.</td>
</tr>
<tr>
<td>Janice Nattee</td>
<td>5003 N. Ashland Unit 1 E Chicago, IL 60640</td>
<td>7/29/2011</td>
<td>Lifetime</td>
<td>Submitted false documents to the City</td>
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<td>The Stuff Toy Childrens Museum</td>
<td>5003 N. Ashland Unit 1 E Chicago, IL 60640</td>
<td>7/29/2011</td>
<td>Permanent</td>
<td>Submitted false documents to the City</td>
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<tr>
<td>Barry L. Fischer, MD</td>
<td>1530 N. Ashland River Forest, IL 60305</td>
<td>8/12/2011</td>
<td>Lifetime</td>
<td>By agreement</td>
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<tr>
<td>Finis Collier, Jr.</td>
<td>3309 W. Van Buren Chicago, IL 60624</td>
<td>8/29/2011</td>
<td>Lifetime</td>
<td>Fraudulently claimed to operate a legitimate MWBE business and acted as a pass-through for another company.</td>
</tr>
<tr>
<td>FCJ Real Estate Development Company, Inc.</td>
<td>3309 W. Van Buren Chicago, IL 60624</td>
<td>8/29/2011</td>
<td>Permanent</td>
<td>Fraudulently claimed to be a legitimate MWBE business and acted as a pass-through for another company.</td>
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<tr>
<td>Earlene Heyden</td>
<td>2314 Windsor Lane Country Club Hills, IL 60478</td>
<td>9/28/2011</td>
<td>Lifetime</td>
<td>Submitted false documents to the City</td>
</tr>
<tr>
<td>Yong S. Yang</td>
<td>632 Executive Drive Willowbrook, IL 60527</td>
<td>2/9/2012</td>
<td>Lifetime</td>
<td>Workers compensation insurance fraud relating to City contracts</td>
</tr>
<tr>
<td>Nationwide Janitorial Corporation</td>
<td>632 Executive Drive Willowbrook, IL 60527</td>
<td>2/9/2012</td>
<td>Permanent</td>
<td>Workers compensation insurance fraud relating to City contracts</td>
</tr>
<tr>
<td>Jimmie Acevedo</td>
<td>419 E. Clark Street Crown Point, IN 46307</td>
<td>5/16/2012</td>
<td>Lifetime</td>
<td>MWBE Program fraud.</td>
</tr>
<tr>
<td>Anthony McMahon</td>
<td>301 N. Prospect Park Ridge, IL 60068</td>
<td>8/20/2012</td>
<td>Lifetime</td>
<td>False Statements. MWBE program fraud.</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Action Date</td>
<td>Type</td>
<td>Reason</td>
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<tr>
<td>John McMahon</td>
<td>6090 N. Kirkwood Chicago, IL 60646</td>
<td>8/20/2012</td>
<td>Lifetime</td>
<td>False Statements. MWBE program fraud.</td>
</tr>
<tr>
<td>Kathleen McMahon</td>
<td>301 N. Prospect Park Ridge, IL 60068</td>
<td>8/20/2012</td>
<td>Lifetime</td>
<td>False Statements. MWBE program fraud.</td>
</tr>
<tr>
<td>Nancy McMahon</td>
<td>6090 N. Kirkwood Chicago, IL 60646</td>
<td>8/20/2012</td>
<td>Lifetime</td>
<td>False Statements. MWBE program fraud.</td>
</tr>
<tr>
<td>Windy City Electric Company</td>
<td>7225 West Touhy Chicago, IL 60631</td>
<td>8/20/2012</td>
<td>Permanent</td>
<td>False Statements. MWBE program fraud.</td>
</tr>
<tr>
<td>Tom Kamykowski</td>
<td>2652 N. Mango Ave. Chicago, IL 60639</td>
<td>9/11/2012</td>
<td>Lifetime</td>
<td>False Statements and Documents</td>
</tr>
<tr>
<td>Thomas Masen</td>
<td>2755 Ginger Woods Drive Aurora, IL 60502</td>
<td>12/21/2010</td>
<td>Lifetime</td>
<td>MWBE program fraud.</td>
</tr>
<tr>
<td>MPI, Inc. d/b/a Management Planning Institute, Inc.</td>
<td>11070 S. Western Ave. Chicago, IL 60643</td>
<td>10/1/2014</td>
<td>Permanent</td>
<td>Debarment by another government agency</td>
</tr>
<tr>
<td>Diversified Behavioral Services, Inc.</td>
<td>11070 S. Western Ave. Chicago, IL 60643</td>
<td>10/1/2014</td>
<td>Permanent</td>
<td>Debarment by another government agency</td>
</tr>
<tr>
<td>Institute for Positive Child and Family Development, Inc.</td>
<td>11070 S. Western Ave. Chicago, IL 60643</td>
<td>10/1/2014</td>
<td>Permanent</td>
<td>Debarment by another government agency</td>
</tr>
<tr>
<td>Ed’s Investment Management–Real Estate, Inc.</td>
<td>11070 S. Western Ave. Chicago, IL 60643</td>
<td>10/1/2014</td>
<td>Permanent</td>
<td>Debarment by another government agency</td>
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<tr>
<td>ENTITY/INDIVIDUAL</td>
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<td>DBCC Organization</td>
<td>10/1/2014</td>
<td>Permanent Debarment by another government agency.</td>
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<tr>
<td>Home of Life Community</td>
<td>12/1/2014</td>
<td>3 Years False Statements and Documents.</td>
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<tr>
<td>Development Corp.</td>
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<tr>
<td>4650 W. Madison St.</td>
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<tr>
<td>Chicago, IL 60644</td>
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<tr>
<td>Delores Sheppard</td>
<td>12/1/2014</td>
<td>3 Years False Statements and Documents.</td>
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<tr>
<td>4650 W. Madison St.</td>
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<tr>
<td>Chicago, IL 60644</td>
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<tr>
<td>Brian Mullins</td>
<td>12/3/2014</td>
<td>Lifetime False Statements and Documents.</td>
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<tr>
<td>18462 Dixie Highway</td>
<td></td>
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</tr>
<tr>
<td>Homewood, IL 60430</td>
<td></td>
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<tr>
<td>Josip Beslic</td>
<td>5/20/2015</td>
<td>Lifetime False Statements and Documents.</td>
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<tr>
<td>3032 S. Princeton Ave.</td>
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<td></td>
<td></td>
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<tr>
<td>Chicago, IL 60616</td>
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<tr>
<td>Anthony Blum</td>
<td>10/7/2015</td>
<td>Lifetime MWBE program fraud.</td>
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<tr>
<td>8023 Nature Creek Court</td>
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<tr>
<td>Frankfort, IL 60423</td>
<td></td>
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<tr>
<td>Peter Szabo</td>
<td>4/14/2016</td>
<td>15 months False Statements and Documents.</td>
<td></td>
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<tr>
<td>Carl Szabo</td>
<td>5/24/2016</td>
<td>15 months False Statements and Documents.</td>
<td></td>
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<tr>
<td>Frank Szabo</td>
<td>7/12/2016</td>
<td>15 months False Statements and Documents.</td>
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</tr>
<tr>
<td>James Szabo</td>
<td>7/12/2016</td>
<td>15 months False Statements and Documents.</td>
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<tr>
<td>C. Szabo Contracting, Inc.</td>
<td>7/12/2016</td>
<td>15 months False Statements and Documents.</td>
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<tr>
<td>Loretta Dicke</td>
<td>10/20/2016</td>
<td>Lifetime MWBE Program fraud.</td>
<td></td>
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</tr>
</tbody>
</table>

The Illinois Department of Transportation issued a Notice of Suspension and Interim Suspension of ML Group.

LIST OF FIRMS AND INDIVIDUALS INELIGIBLE TO DO BUSINESS WITH THE CITY OF CHICAGO PURSUANT TO CHICAGO MUNICIPAL CODE SECTION 1-23-020
<table>
<thead>
<tr>
<th>ENTITY/INDIVIDUAL</th>
<th>DATE OF CONVICTION/INDICTMENT/ADMISSION OF GUILT</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Auto Body</td>
<td>5/21/1981 Owner of Central Auto Body pled guilty to and was convicted of, charges involving fraud in relation to a City of Chicago contract.</td>
<td></td>
</tr>
<tr>
<td>John Szypkowski</td>
<td>5/21/1981 Plead guilty to, and was convicted of, charges involving fraud in relation to a City of Chicago contract.</td>
<td></td>
</tr>
<tr>
<td>Jesse Brunt</td>
<td>1/6/2011 Indicted on charges involving fraud in relation to a City of Chicago contract.</td>
<td></td>
</tr>
<tr>
<td>Brunt Brothers Transfer 1220 E. 75th Chicago, IL 60619</td>
<td>1/6/2011 Indicted on charges involving fraud in relation to a City of Chicago contract.</td>
<td></td>
</tr>
<tr>
<td>Anthony Duffy</td>
<td>2/24/2012 Plead guilty to charges involving fraud in relation to a City of Chicago contract.</td>
<td></td>
</tr>
<tr>
<td>Municipal Sewer Services</td>
<td>1/6/2011 Indicted on charges involving fraud in relation to a City of Chicago contract.</td>
<td></td>
</tr>
<tr>
<td>Manu Shah</td>
<td>7/7/2009 Plead guilty to, and was convicted of, charges involving fraud in relation to a City of Chicago contract.</td>
<td></td>
</tr>
<tr>
<td>Shah Engineering, Inc. 1510 Midwest Club Oak Brook, IL 60523</td>
<td>7/7/2009 Plead guilty to, and was convicted of, charges involving fraud in relation to a City of Chicago contract.</td>
<td></td>
</tr>
<tr>
<td>Robert C. Blum 3062 W. 167th Street Markham, IL 60426</td>
<td>3/8/2011 Plead guilty to, and was convicted of, charges involving fraud in relation to a City of Chicago contract.</td>
<td></td>
</tr>
<tr>
<td>Castle Construction Corp. 3062 W. 167th Street Markham, IL 60426</td>
<td>3/8/2011 Plead guilty to, and was convicted of, charges involving fraud in relation to a City of Chicago contract.</td>
<td></td>
</tr>
<tr>
<td>ICS Cable, Inc.</td>
<td>4/29/2011 Indicted on charges involving fraud in relation to a City of Chicago contract.</td>
<td></td>
</tr>
</tbody>
</table>
Guy Potter  
459 McCracken Plk  
Versailles, KY 40383  
4/29/2011  
Indicted on charges involving fraud in relation to a City of Chicago contract.

Jerone Brown  
5012 W. Gladys Ave.  
Chicago, IL 60644  
4/29/2011  
Plead guilty to charges involving fraud in relation to a City of Chicago contract.

Matthew Giovenco  
844 Fieldale Lane  
Grayslake, IL 60030  
4/29/2011  
Indicted on charges involving fraud in relation to a City of Chicago contract.

Cheronne Mayes  
5012 W. Gladys Ave.  
Chicago, IL 60644  
4/29/2011  
Plead guilty to charges involving fraud in relation to a City of Chicago contract.

C.M.M. Cable Co., Inc.  
5012 W. Gladys Ave.  
Chicago, IL 60644  
4/29/2011  
Controlling Person, Cheronne Mayes, plead guilty to charges involving fraud in relation to a City of Chicago contract.

Wafeek Alyash  
3756 Monarch Circle  
Naperville, IL 60564  
8/26/2010  
Plead guilty to, and was convicted of, charges involving bribery in relation to a City of Chicago contract.

Leon Moore  
5121 N. Marmora Avenue  
Chicago, IL 60630  
7/28/2011  
Admitted to accepting money to influence his official duties while employed by the City of Chicago.

Elizabeth Perino  
10924 W. 167th Street  
Orland Park, IL 60462  
2/14/2012  
Indicted on charges involving fraud in relation to a City of Chicago contract.

Perdel Contracting Corporation  
10924 W. 167th Street  
Orland Park, IL 60462  
2/14/2012  
Indicted on charges involving fraud in relation to a City of Chicago contract.

Accurate Steel Installers, Inc.  
14631 S. New Avenue  
Lockport, IL 60441  
2/14/2012  
Indicted on charges involving fraud in relation to a City of Chicago contract.

Anthony Cappello  
3539 East 118th Street  
Chicago, IL 60617  
2/14/2012  
Plead guilty to charges involving fraud in relation to a City of Chicago contract.

Diamond Coring Company, Inc.  
11800 S. Ewing Ave.  
Chicago, IL 60617  
2/14/2012  
Indicted on charges involving fraud in relation to a City of Chicago contract.

The Stealth Group a/k/a  
SGI, Inc.  
11800 S. Ewing Ave.  
Chicago, IL 60617  
2/14/2012  
Indicted on charges involving fraud in relation to a City of Chicago contract.
David Johnson 4/11/2008 Pleaded guilty to the offense of bribery
Paul Simmons 3326 Ridge Road Lansing, IL 60438 5/14/2015 Charged for felony theft committed against Chicago Public Schools
Americopy 3326 Ridge Road Lansing, IL 60438 5/14/2015 Controlling person charged for felony theft committed against Chicago Public Schools.
Timothy Mason 26092 Cresta Verde Mission Viejo, CA 92691 3/3/2015 Indicted on charges involving fraud against the City of Chicago.
Mariana Gerzanych 26092 Cresta Verde Mission Viejo, CA 92691 3/3/2015 Indicted on charges involving fraud against the City of Chicago.

BUILDING CODE SCOFLAWS PURSUANT TO CHICAGO MUNICIPAL CODE SECTION 2-92-416

<table>
<thead>
<tr>
<th>ENTITY/INDIVIDUAL</th>
<th>DATE OF DETERMINATION</th>
<th>REASON</th>
</tr>
</thead>
</table>
July 18, 2016

Hood Construction
Attn: Dennis Hood
2749 North Leavitt Street, Apt. 523
Chicago, IL 60647

Subject: NOTICE OF AWARD
RFP Event No. 888 – Section 3 Job Order Contracting (JOC)

Dear Mr. Hood:

Congratulations! The Chicago Housing Authority ("CHA") has determined your response to be the most responsive and responsible submittal for the above referenced RFP. The CHA has recommended award of RFP Event No. 888 for the Section 3 Job Order Contracting (JOC) to your firm for:

General Construction (GC) Contractor
Tier(s): 1, 2 and 3

The CHA hereby requests that your firm proceed in attaining a Certificate of Insurance, naming the CHA as an additional insured and the certificate holder as required in the insurance requirements of the solicitation. All insurance certificates shall be sent to:

Annisha Whittaker, Senior Procurement Specialist
Department of Procurement and Contracts
60 E. Van Buren, 13th Floor
Chicago, IL 60605

Should you have any questions, please contact Ms. Whittaker at 312-913-7380 or awhittaker@thecha.org.

Sincerely,

Dionna Brookens
Chief Procurement Officer
Department of Procurement and Contracts

cc: D. Messier
   L. Langston
   E. Sargent
   C. Strong
   A. Arrington-Jones
   Procurement File
July 19, 2016

CHA's SECTION 3 JOB ORDER CONTRACTING (JOC) PROGRAM

I, DENNIS HOOD, have read the terms and conditions of my contract with the Chicago Housing Authority for the Section 3 Job Order Contracting (JOC) program. I have self-certified my Section 3 Business as defined by the following:

(Please check one):

☐ 51 percent or more owned by section 3 residents

☐ Whose permanent, full-time employee include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents;

☐ That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 2 business concern."

Company Name: HOOD CONSTRUCTION

Print Name: DENNIS HOOD

Signature: ____________________________

Date: 7-19-16