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

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

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;

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

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

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

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

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

(e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

(i) Certification of eligibility.

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

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of $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.

48. Procurement of Recovered Materials.

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

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 01/31/2014)

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 subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

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

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

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

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

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

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

7. Contract Modifications

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

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

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

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  (1) In the specifications (including drawings and designs);
  (2) In the method or manner of performance of the work;
  (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  (4) Directing the acceleration in the performance of the work.

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

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

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

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

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
  (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

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

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

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

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

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

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

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

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

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.

14. Labor Standards - Davis-Bacon and Related Acts

(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)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in 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, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The 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 apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(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 journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(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).

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

(l) 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-A CERTIFICATIONS & REPRESENTATIONS OF OFFERORS

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

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

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

(b) A fully executed "Previous Participation Certificate"

[ ] is, [x] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

Bill Williams
(Typed or Printed Name)

Principal
(Title)

KMW Communities, LLC
(Company Name)

2950 W Chicago ave suite 301-c, Chicago IL 60622
(Company Address)

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.

Chicago Housing Authority

2017 Holiday Schedule

HOLIDAY	DAY OF OBSERVANCE
New Year's Day	Monday, January 2, 2017
Martin Luther King Jr. Day	Monday, January 16, 2017
President's Day	Monday, February 20, 2017
Memorial Day	Monday, May 29, 2017
Independence Day	Tuesday, July 4, 2017
Labor Day	Monday, September 4, 2017
Columbus Day	Monday, October 9, 2017
Veteran's Day	Friday, November 10, 2017
Thanksgiving Day	Thursday, November 23, 2017
Day-After Thanksgiving	Friday, November 24, 2017
Christmas Eve (½ Day)	Friday, December 22, 2017
Christmas Day	Monday, December 25, 2017
New Year's Eve (½ Day)	Friday, December 29, 2017
Birthday/Floater Holiday	Employees may use the Birthday/ Floater Holiday as early as thirty (30) days prior to their actual birthday and as late as the last full payroll period in December each year. New employees refer to Employee Handbook for policy during first year of hire.

**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.*

APPROVED
By Jennifer Maul at 10:38 am, May 19, 2017

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

5/18/2017

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

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

PRODUCER	CONTACT NAME: Rebecca Cline
Heil & Heil Insurance Agency LLC 5215 Old Orchard Rd. Suite 300 Skokie IL 60077	PHONE (A/C, No, Ext): (847) 866-7400 FAX (A/C, No): (847) 965-8600 E-MAIL ADDRESS: rcline@heilandheil.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyds	
INSURER B : Liberty Mutual	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
KMW Communities LLC
c/o Bill Williams
2950 W. Chicago Ave Suite 301-C
Chicago IL 60622

COVERAGES **CERTIFICATE NUMBER:** CL171417446 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			RTS0006263	12/13/2016	12/13/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Blanket Additional Insured	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ Included
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] HIRED AUTOS [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS			RTS0006263	12/13/2016	12/13/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC539S3362560116	6/18/2016	6/18/2017	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Solicitation Number : 1991
Chicago Housing Authority is endorsed as Additional insured under the General liability and auto liability policies on a primary/non-contributory basis as per written contract. Carrier is rated A-XV by AM Best.

CERTIFICATE HOLDER

Chicago Housing Authority
60 E. Van Buren
Chicago, IL 60605

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
Nels Benson/RCLINE

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APPROVED
By Jennifer Maul at 10:56 am, Jun 23, 2017

CERTIFICATE OF LIABILITY INSURANCE

6/22/2017

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

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

PRODUCER	CONTACT NAME: Rebecca Cline	
Heil & Heil Insurance Agency LLC 5215 Old Orchard Rd. Suite 300 Skokie IL 60077	PHONE (A/C, No, Ext): (847) 866-7400	FAX (A/C, No): (847) 965-8600
	E-MAIL ADDRESS: rcline@heilandheil.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : NCCI	
INSURED KMW Communities LLC c/o Bill Williams 2950 W. Chicago Ave Suite 301-C Chicago IL 60622	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL1762218234 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WE06232017	6/23/2017	6/23/2018	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Workers compensation coverages are effective from the above date once the NCCI program approves it, and payment is received by the NCCI program.

CERTIFICATE HOLDER

Chicago Housing Authority
60 E Van Buren
Chicago, IL 60605

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

Nels Benson/RCLINE Nels M. Benson

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SAM Search Results
List of records matching your search for :

Search Term : kmw* communities*
Record Status: Active

No Search Results

U.S. Department of Housing and Urban Development

Limited Denial of Participation, HUD Funding Disqualifications and Voluntary Abstentions list as of 6/22/2017

Search Criteria: KMW Communities
Records Found: 0

Subject ↑	Affiliate	Address	Scope of Disqualification	Disqualification Start Date	Disqualification End Date	Disqualification List Date	Office	Contact Person	Contact Office Phone	Contact Email

DEBARRED CITY OF CHICAGO FIRMS AND INDIVIDUALS

ENTITY/INDIVIDUAL	DEBARMENT DATE	LENGTH OF DEBARMENT	REASON
James M. Duff 135 Post Road Burr Ridge, IL 60527	3/21/2008	Lifetime	Criminal convictions on various counts including fraud related to the MWBE program.
William E. Stratton 4923 S. Princeton Ave Chicago, IL 60609	3/21/2008	Lifetime	Criminal convictions on various counts including fraud related to the MWBE program.
Terrence Dolan 325 N. County Line Road Hinsdale, IL 60521	3/21/2008	Lifetime	Criminal convictions on various counts including fraud related to the MWBE program.
Windy City Labor Services Inc.	3/21/2008	Permanent	Company used by James M. Duff to committ MWBE program fraud.
Remedial Environmental Manpower, Inc.	3/21/2008	Permanent	Company used by James M. Duff to committ MWBE program fraud.
Windy City Maintenance, Inc.	3/21/2008	Permanent	Company used by James M. Duff to committ MWBE program fraud.
Curtis Storage & Trucking Co.	3/21/2008	Permanent	Company used by James M. Duff to committ MWBE program fraud.
American Management and Consulting Services Inc.	3/21/2008	Permanent	Company used by James M. Duff to committ MWBE program fraud.
Elliott Trucking, Inc.	12/17/2008	Permanent	Company used by Martin McDonagh to commit fraud.
Martin McDonagh	12/17/2008	Lifetime	Criminal fraud conviction.
Garfield Trucking, Inc.	12/17/2008	Permanent	Company used by Charles Romano and Richard Rylewicz to commit fraud.
Charles Romano 6952 North Oriole Ave. Chicago, IL 60631	12/17/2008	Lifetime	Criminal fraud conviction.
Richard Rylewicz 6732 West Cermak Rd. Berwyn, IL 60402	12/17/2008	Lifetime	Criminal fraud conviction.

R&V Trucking, LLC	12/17/2008	Permanent	Company used by Robert Mangiamele to commit fraud.
Robert Mangiamele 532 Lois Ct. Mount Prospect, IL 60056	12/17/2008	Lifetime	Criminal fraud conviction.
Sarch Hauling, Ltd.	12/17/2008	Permanent	Company used by Salvador Alvarez to commit fraud.
Salvador Alvarez 6951 S. Bell Ave. Chicago, IL 60636	12/17/2008	Lifetime	Criminal fraud conviction.
Patricia Trucking	12/17/2008	Permanent	Company used by Patricia Fasula to commit MWBE program fraud.
Patricia Fasula 3826 S. Lowe Ave. Chicago, IL 60609	12/17/2008	Lifetime	Falsified MWBE certification documents.
Pitts Transportation, Inc.	12/17/2008	Permanent	Company used by Richard Pitts to commit fraud.
Richard Pitts 2518 East Creekwood Ct. Crete, IL 60417	12/17/2008	Lifetime	Falsified documents in seeking to obtain City contract.
GNA Trucking, Inc.	2/17/2009	Permanent	Company used by John Canatello to commit fraud.
John Cannatello 8201 W. 118th St. Palos Park, IL 60464	3/19/2009	Lifetime	Criminal fraud conviction.
American Tank, Inc.	2/24/2009	Permanent	Company used by Michael Leyden and Timothy Schrader to commit fraud.
Michael Leyden 6604 N. Sioux Ave. Chicago, IL 60646	6/25/2009	Lifetime	Committed fraud.
Timothy Shrader 6604 N. Sioux Ave. Chicago, IL 60646	6/25/2009	Lifetime	Criminal fraud conviction.
Ignoffo Trucking, Inc.	2/24/2009	Permanent	Company used by Joseph Ignoffo to commit fraud.
Joseph Ignoffo 25390 Columbia Bay Dr. Lake Villa, IL 60046	6/25/2009	Lifetime	Criminal fraud conviction.

LR&C Truck Line, Inc.	2/24/2009	Permanent	Company used by Leroy Peters to commit fraud.
Commelie Peters 9230 South Racine Chicago, IL 60620	6/25/2009	Lifetime	Perjury conviction.
Leroy Peters 1232 E. Bemes Rd. Crete, IL 60417	6/25/2009	Lifetime	Criminal fraud conviction.
Victory Transport, Inc.	2/24/2009	Permanent	Company used by Terrance Williams to commit forgery.
Terrance Williams 10436 South Maryland Chicago, IL 60628	6/25/2009	Lifetime	Committed forgery.
BCI Commercial Roofing, Inc.	3/6/2009	Permanent	Company used by Christopher G. Kelly to commit fraud.
CGK Consulting, Inc.	3/6/2009	Permanent	Company used by Christopher G. Kelly to commit fraud.
Cayla Trucking, Inc.	3/11/2009	Permanent	Company used by Debra Coveliers and Richard Coveliers to commit fraud.
Richard Coveliers 5835 West Higgins Chicago, IL 60630	3/19/2009	Lifetime	Criminal fraud conviction.
Debra Coveliers 5835 West Higgins Chicago, IL 60630	3/19/2009	Lifetime	Criminal fraud conviction.
FRC Trucking, Inc.	3/11/2009	Permanent	Company used by Frank Canatello to commit fraud.
Frank Cannatello 2947 South Halsted St. Chicago, IL 60630	3/19/2009	Lifetime	Criminal fraud conviction.
Lightner Services, Inc.	3/11/2009	Permanent	Company used by Vincent Hinton to commit MWBE program fraud.
Vincent Hinton 4707 West Erie Chicago, IL 60644	6/25/2009	Lifetime	Submitted fraudulant MBE certification documents.
A. Affetto Trucking, Inc.	3/19/2009	Permanent	Company used by Anthony Affetto to commit fraud.
Anthony Affetto 2143 N. Narragansett Chicago, IL 60639	6/25/2009	Lifetime	Criminal fraud conviction.

John J. Leahy 26107 Oakcrest Ln. Plainfield, IL 60585	3/19/2009	Lifetime	Criminal fraud conviction.
Edward Wisniewski 7118 W. Main St. Niles, IL 60714	6/25/2009	Lifetime	Criminal fraud conviction.
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	6/25/2009	Lifetime	Criminal fraud conviction.
James Picardi 2726 Moraine Valley Rd. Wauconda, IL 60084	6/25/2009	Lifetime	Criminal fraud conviction.
Urban Services of America	6/4/2010	Permanent	Criminal fraud conviction.
Douglas E. Ritter	6/4/2010	Lifetime	Criminal fraud conviction.
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 5924 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.

Stephan Smith **6413 Foggy Hills Way** **Clifton, VA 20124**	12/9/2010	Lifetime	Oversaw approval of additional work outside of the scope of contract and without City authorization for performance of extra work.
Divine Enterprises, Inc. a/k/a Divine Equipment Leasing, Inc. **25W705 Harrison** **Wheaton, IL 60187**	12/9/2010	Permanent	Deceptive documentation related to WBE certification.
Annette Redmond **25W705 Harrison** **Wheaton, IL 60187**	12/9/2010	Lifetime	Deceptive documentation related to WBE certification.
Nancy Jacob **25W705 Harrison** **Wheaton, IL 60187**	12/9/2010	Lifetime	Deceptive documentation related to WBE certification.
Aurora Venegas **4500 S. Kolin Ave.** **Chicago, IL 60632**	12/13/2010	Lifetime	Guilty Plea on criminal indictment for fraudulently claiming to be a legitimate M/WBE business and acting as a pass-through for other companies.
Azteca Supply Co. **4500 S. Kolin Ave.** **Chicago, IL 60632**	12/13/2010	Permanent	Fraudulently claimed to be a legitimate M/WBE business and acted as a pass-through for other companies.
Polibio Cabrera **1932 N. Tripp Ave., #1** **Chicago, IL 60639**	12/16/2010	Lifetime	Made false statements to Inspector General's Office Investigators in connection with investigation.
Cabrera Construction **1932 N. Tripp Ave., #1** **Chicago, IL 60639**	12/16/2010	Permanent	Performed construction work as unlicensed contractor; made false statements to Inspector General's Office Investigators.
Isaias Gonzalez **2622 West Cermak** **Chicago, IL 60608**	12/16/2010	Lifetime	Falsified invoices submitted to the City for payment; Fabricated false documentation to mislead auditors from Compliance. Directed a witness to lie to IGO investigators.
Centro Familiar La Gran Esperanza f/k/a Great Hope Family Center **2622 West Cermak** **Chicago, IL 60608**	12/16/2010	Permanent	Falsified a reimbursement voucher and submitted it to the City for payment; Fabricated false documentation to mislead auditors from Compliance.
Carl Easter **3935 West Fullerton Ave.** **Chicago, IL 60647**	1/5/2011	Lifetime	M/WBE program fraud.

Logan Square Pest Control 3935 West Fullerton Ave. Chicago, IL 60647	1/5/2011	Permanent	M/WBE program fraud.
Rochelle Knox 2733 Lake Park Drive Lynwood, IL 60411	1/20/2011	Lifetime	Submitted false documents in connection with City contracts; Submitted fraudulent reimbursement claims to the City.
Changing Patterns for Families, Inc. 5912 S. State Street Chicago, IL 60621	1/20/2011	Permanent	Submitted false documents in connection with City contracts; Submitted fraudulent reimbursement claims to the City.
Kristi Contreras	2/7/2011	Lifetime	Owner of Cornerstone Construction Services, Inc. Engaged in MWBE Program Fraud.
Cornerstone Construction Services, Inc. 330 S. Naperville Road, Suite 401 Wheaton, Illinois 60187	2/7/2011	Permanent	Engaged in MWBE Program Fraud.
Danton Fielder 139 West 107th Street Chicago, IL 60628	3/31/2011	Lifetime	Engaged in MWBE Program Fraud.
D & S Midwest Construction 139 West 107th Street Chicago, IL 60628	3/31/2011	Permanent	Engaged in MWBE Program Fraud.
Joseph Depa	4/20/2011	Lifetime	Approved additional work outside of the scope of contract and without authorization from the City.
Nat L. Hyman 727 N. Meadow St. Allentown, PA 18102	5/18/2011	Lifetime	Failed to cooperate with IGO investigation.
Doris Moran LaSilva 1851 W. Grand Ave. Chicago, IL 60622	5/24/2011	Lifetime	Misrepresentations regarding Ms. LaSilva's role and ownership interest in Lupita Contractors, Inc.
Lupita Contractors, Inc. 1851 W. Grand Ave. Chicago, IL 60622	5/24/2011	Permanent	Misrepresentations regarding Ms. LaSilva's role and ownership interest in Lupita Contractors, Inc.
Anna Easter 1316 N. Pulaski Road Chicago, IL 60651	6/27/2011	Lifetime	MWBE program fraud.

N & L Pest Control 1316 N. Pulaski Road Chicago, IL 60651	6/27/2011	Permanent	MWBE program fraud.
Corren Evans 3335 S. Cottage Grove Chicago, IL 60653	7/13/2011	Lifetime	Criminal indictment for theft from City delegate agency.
Janice Nattee 5003 N. Ashland Unit 1 E Chicago, IL 60640	7/29/2011	Lifetime	Submitted false documents to the City.
The Stuff Toy Childrens Museum 5003 N. Ashland Unit 1 E Chicago, IL 60640	7/29/2011	Permanent	Submitted false documents to the City.
Barry L. Fischer, MD 1530 N. Ashland River Forest, IL 60305	8/12/2011	Lifetime	By agreement.
Finis Collier, Jr. 3309 W. Van Buren Chicago, IL 60624	8/29/2011	Lifetime	Fraudulently claimed to operate a legitimate M/WBE business and acted as a pass-through for another company.
FCJ Real Estate Development Company, Inc. 3309 W. Van Buren Chicago, IL 60624	8/29/2011	Permanent	Fraudulently claimed to be a legitimate M/WBE business and acted as a pass-through for another company.
Earlene Heyden 2314 Windsor Lane Country Club Hills, IL 60478	9/28/2011	Lifetime	Submitted false documents to the City.
Yong S. Yang 632 Executive Drive Willowbrook, IL 60527	2/9/2012	Lifetime	Workers compensation insurance fraud relating to City contracts.
Nationwide Janitorial Corporation 632 Executive Drive Willowbrook, IL 60527	2/9/2012	Permanent	Workers compensation insurance fraud relating to City contracts.
Jimmie Acevedo 419 E. Clark Street Crown Point, IN 46307	5/16/2012	Lifetime	M/WBE Program fraud.
Anthony McMahon 301 N. Prospect Park Ridge, IL 60068	8/20/2012	Lifetime	False Statements. M/WBE program fraud.

John McMahon 6090 N. Kirkwood Chicago, IL 60646	8/20/2012	Lifetime	False Statements. M/WBE program fraud.
Kathleen McMahon 301 N. Prospect Park Ridge, IL 60068	8/20/2012	Lifetime	False Statements. M/WBE program fraud.
Nancy McMahon 6090 N. Kirkwood Chicago, IL 60646	8/20/2012	Lifetime	False Statements. M/WBE program fraud.
Windy City Electric Company 7225 West Touhy Chicago, IL 60631	8/20/2012	Permanent	False Statements. M/WBE program fraud.
James J. McHale 5400 N. Northwest Highway Chicago, IL 60630	9/11/2012	Lifetime	Imputation of False Statements and Documents.
Tom Kamykowski 2652 N. Mango Ave. Chicago, IL 60639	9/11/2012	Lifetime	False Statements and Documents.
Thomas Masen 2755 Ginger Woods Drive Aurora, IL 60502	12/21/2010	Lifetime	M/WBE program fraud.
Dr. George E. Smith 11070 S. Western Ave. Chicago, IL 60643	10/1/2014	Lifetime	Debarment by another government agency.
MPI, Inc. d/b/a Management Planning Institute, Inc. 11070 S. Western Ave. Chicago, IL 60643	10/1/2014	Permanent	Debarment by another government agency.
Diversified Behavioral Services, Inc. 11070 S. Western Ave. Chicago, IL 60643	10/1/2014	Permanent	Debarment by another government agency.
Institute for Positive Child and Family Development, Inc. 11070 S. Western Ave. Chicago, IL 60643	10/1/2014	Permanent	Debarment by another government agency.
Ed's Investment Management--Real Estate, Inc. 11070 S. Western Ave. Chicago, IL 60643	10/1/2014	Permanent	Debarment by another government agency.

DBCC Organization 11070 S. Western Ave. Chicago, IL 60643	10/1/2014	Permanent	Debarment by another government agency.
Home of Life Community Development Corp. 4650 W. Madison St. Chicago, IL 60644	12/1/2014	3 Years	False Statements and Documents.
Rev. Johnny Henderson 4650 W. Madison St. Chicago, IL 60644	12/1/2014	3 Years	False Statements and Documents.
Delores Sheppard 4650 W. Madison St. Chicago, IL 60644	12/1/2014	3 Years	False Statements and Documents.
Brian Mullins 18462 Dixie Highway Homewood, IL 60430	12/3/2014	Lifetime	False Statements and Documents.
Josip Beslic 3032 S. Princeton Ave. Chicago, IL 60616	5/20/2015	Lifetime	False Statements and Documents.
Anthony Blum 8023 Nature Creek Court Frankfort, IL 60423	10/7/2015	Lifetime	M/WBE program fraud.
Peter Szabo	4/14/2016	15 months	False Statements and Documents.
Carl Szabo	5/24/2016	15 months	False Statements and Documents.
Frank Szabo	7/12/2016	15 months	False Statements and Documents.
James Szabo	7/12/2016	15 months	False Statements and Documents.
C. Szabo Contracting, Inc.	7/12/2016	15 months	False Statements and Documents.
Loretta Dicke	10/20/2016	Lifetime	M/WBE Program fraud.

ENTITY/INDIVIDUAL	DATE OF INTERIM RESTRICTIONS	REASON
ML Group, LLC 1507 E. 53rd Street Unit 807 Chicago, IL 60615	12/18/2012	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

ENTITY/INDIVIDUAL	DATE OF CONVICTION/ INDICTMENT/ ADMISSION OF GUILT	REASON
Central Auto Body 3548 W. North Avenue Chicago, IL 60647	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.
John Szybkowski 3548 W. North Avenue Chicago, IL 60647	5/21/1981	Pleaded guilty to, and was convicted of, charges involving fraud in relation to a City of Chicago contract.
Jesse Brunt 1220 E. 75th Chicago, IL 60619	1/6/2011	Indicted on charges involving fraud in relation to a City of Chicago contract.
Brunt Brothers Transfer 1220 E. 75th Chicago, IL 60619	1/6/2011	Indicted on charges involving fraud in relation to a City of Chicago contract.
Anthony Duffy	2/24/2012	Pled guilty to charges involving fraud in relation to a City of Chicago contract.
Municipal Sewer Services	1/6/2011	Indicted on charges involving fraud in relation to a City of Chicago contract.
Manu Shah 1510 Midwest Club Oak Brook, IL 60523	7/7/2009	Pleaded guilty to, and was convicted of, charges involving fraud in relation to a City of Chicago contract.
Shah Engineering, Inc. 1510 Midwest Club Oak Brook, IL 60523	7/7/2009	Pleaded guilty to, and was convicted of, charges involving fraud in relation to a City of Chicago contract.
Robert C. Blum 3062 W. 167th Street Markham, IL 60426	3/8/2011	Pleaded guilty to, and was convicted of, charges involving fraud in relation to a City of Chicago contract.
Castle Construction Corp. 3062 W. 167th Street Markham, IL 60426	3/8/2011	Pleaded guilty to, and was convicted of, charges involving fraud in relation to a City of Chicago contract.
U.S. Occupational Health, Inc.	3/28/2011	Pleaded guilty to, and was convicted of, charges involving fraud in relation to a City of Chicago contract.
ICS Cable, Inc.	4/29/2011	Indicted on charges involving fraud in relation to a City of Chicago contract.

Guy Potter **459 McCracken Pike** **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	Pleaded 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	Pleaded 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, pleaded guilty to charges involving fraud in relation to a City of Chicago contract.
Wafeek Aiyash **3756 Monarch Circle** **Naperville, IL 60564**	8/26/2010	Pleaded 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, IL60617**	2/14/2012	Pleaded 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 SCOFFLAWS PURSUANT TO CHICAGO MUNICIPAL CODE SECTION 2-92-416

ENTITY/INDIVIDUAL	DATE OF DETERMINATION	REASON
Tony Bahary a/k/a Tony Bahari	1/19/2016	Building Code Scofflaw pursuant to Section 2-92-416 of the Municipal Code of Chicago.
Dorenda Sumatra d/b/a Combined Realty Services, Inc.	1/19/2016	Building Code Scofflaw pursuant to Section 2-92-416 of the Municipal Code of Chicago.
Monserrate Hernandez	1/19/2016	Building Code Scofflaw pursuant to Section 2-92-416 of the Municipal Code of Chicago.