Richmond Redevelopment and Housing Authority
Division of Procurement and Contract Administration
901 Chamberlayne Parkway
Richmond, Virginia 23220
www.rrha.com

RRHA Request for Quote RRHA-RFQ-2019-49
Heating System Repairs (Boiler, Radiators and Piping)
Issue Date: December 12, 2019
Closing Date and Time: December 18, 2019; 2:00 PM

This communication serves to notify you and your firm of the above mentioned Request for Quotes for Heating System Repairs (Boilers, Radiators and Piping). We invite you and your firm to respond to this RFQ. Please carefully review all sections, paying particular attention to the closing date and time listed above and within the body of these documents.

No questions will be answered after Monday, December 16, 2019, 10:00 AM EST.

All Inquiries For Information Should Be Directed To:
Cindy Wilson, MBA, CPPO, CPPB, VCM, VCO, CEPP
Interim Director of Procurement and Contract Administration
901 Chamberlayne Parkway
Richmond, VA 23220
(804) 780-4444 (voice mail)
Email: Cindy.Wilson@rrha.com
RRHA-RFQ-2019-49
Heating System Repairs (Boilers, Radiators and Piping)

RICHMOND REDEVELOPMENT AND HOUSING AUTHORITY
901 Chamberlayne Parkway
RICHMOND, VIRGINIA 23220
RRHA-RFQ-2019-49

Issue Date: December 12, 2019
Title: Heating System Repairs (Boilers, radiators and piping)

Issuing Agency: Richmond Redevelopment and Housing Authority (RRHA)
Post Office Box 26887
Richmond, Virginia 23220

Location Where Work Will Be Performed: Various RRHA Developments, Richmond, VA: Creighton Court, Mosby Court, Fairfield Court, Whitcomb Court, Hillsdale Court and Gilpin Court.

Period of Contract: From Date of Award through May 1, 2020.

Quotes Will Be Received now and Until December 18, 2019 – 2:00PM For Furnishing The Goods/Services Described Herein.

All Inquiries for Information Should Be Directed To: Cindy Wilson Interim Director of Procurement and Contract Administration at Cindy.Wilson@rrha.com Telephone Number: (804) 780-4444.

If quotes are mailed, send directly to issuing agency shown above. If quotes are hand delivered, deliver to: Richmond Redevelopment and Housing Authority, ATTN: Cindy Wilson, Division of Procurement and Contract Administration, 901 Chamberlayne Parkway, Richmond, Virginia 23220.

In compliance with this Request for Quotes (RFQ) and all conditions imposed in this RFQ, the undersigned firm hereby offers and agrees to furnish all goods and services required by this RFQ at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Virginia Contractor License No. Class: Specialty Codes:

Small, Minority or Women-Owned Certified Business by DSBSD, City of Richmond or Federal I.D. No. Expiration Date: Type of Business (Small, Minority or Women-Owned)

Name and Address of Firm: 
__________________________________________________________
__________________________________________________________
__________________________________________________________ Zip Code: __________________
eVA Vendor ID (Not required): Date: __________________________
Fax Number: ___________________ By: __________________________
E-mail Address: ____________________ (Signature)
D&B Number: ____________________ Name: _______________________

Title: ________________________ (Please Print)
Telephone Number: ______________

NOTE: Changes to this RFQ may be issued in the form of an addendum at any time prior to the due date and time for submitting quotes. The Procurement Officer maintains a mailing list of all vendors that were provided copies of this solicitation. The Procurement Officer will send the addendum to any vendor who directly received a copy of the RFQ from the Procurement Office. Any vendor who did not directly receive a copy of the RFQ from RRHA should frequently visit RRHA’s web site to learn of any changes or addenda to the solicitation (www.rrha.com) and to contact
the Procurement Officer to have their name added to the mailing list. RRHA's purchasing regulations require each Bidder to submit a signed copy of the RFQ response and all signed addenda to the above delivery address either prior to the quote due date and time or to be included with the firm's response to the solicitation.

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   C. Davis Bacon Wage Rates
I. PURPOSE: The intent and purpose of this Request for Quote is to solicit bids from responsive and responsible bidders for a response to Heating System Repairs (Boilers, Radiators and Piping) for RRHA Various Developments, Richmond, VA: Creighton Court, Mosby Court, Fairfield Court, Whitcomb Court, Hillside Court and Gilpin Court. The intent of this contract, is to repair, and remove and replace (as necessary), with in-kind material, all equipment and peripheral fittings and parts required to return the heating system to fully functional status, for the Richmond Redevelopment and Housing Authority (RRHA). This is a contract for general heating system repairs as they occur or develop.

II. SCOPE OF WORK: The Contractor shall provide all labor, materials, insurance, bonds, transportation, etc. to provide Heating System Repairs (Boilers, Radiators and Piping)

Including, but not limited to the following and in accordance with the scope of work and description (See Attachment “A”).

GENERAL: For estimating purpose it is strongly recommended the bidders planning to submit a response to this RFQ, visit the work sites to include: Various RRHA Developments, Richmond, VA: Creighton Court, Mosby Court, Fairfield Court, Whitcomb Court, Hillside Court and Gilpin Court. Contact Don Mullins at ph.(804) 780-8748 or Joe Sarver at ph.(804) 780-8707, who will then contact the Maintenance Supervisor to accompany the potential bidders for inspection of the job sites before the quote due date and time.

Contractor shall maintain a clean, safe, and workmanlike job site. At the conclusion of each workday, contractor shall clean up and remove all waste and rubbish created by the work, and leave the work site in a manner acceptable to the RRHA personnel.

Upon receiving the initial verbal request via telephone from RRHA, contractor shall verbally respond via telephone to the RRHA requestor within two (2) hours. Contractors must initiate work within 12 hours or fewer hours of the initial verbal request from RRHA. Unless otherwise stated in this document, the contractor shall supply all materials, supplies, tools, equipment and labor to perform the work described in these specifications.

WORK LIMITS: Contractor shall confine work area to the designated apartment. Contractor shall at all times conduct his operations to ensure that RRHA and Contractor personnel have access to the job site. The work hours are: 7:00 AM to 5:00 PM Monday through Friday. Work during nights, weekends and holidays shall be confirmed and agreed upon by RRHA and Contractor by prior approval.

PERMITS AND FEES: Contractor must possess current licensing and sufficient liability insurance in accordance with RRHA Procurement rules and regulations. Contractor must provide documentation of required licensing and insurance for all trades of work to be performed for this contract, including those of any subcontracted work. All permit fees must
be included in contract bid. A copy of issued permits will be submitted to the RRHA Procurement Department before Purchase Order will be issued to the contractor. All permits and work drawings will be on site at all times that work is in progress and must be delivered to the RRHA-PM (RRHA-Project Manager) after final inspection and acceptance of work by the RRHA-PM.

CONTRACTOR PAYMENT: All payment to contractor shall be made in accordance with RRHA Purchase Order. Work will be performed to completion with all inspections completed and all inspection documentation submitted to the RRHA personnel prior to work acceptance and contractor payment. **HUD Wage Rates may apply.**

A. **GENERAL REQUIREMENTS:**

1. Contractor’s Personnel:
   a) The Contractor will screen and employ only qualified personnel who shall be skilled in the performance of their duties and acceptable to RRHA. The Contractor agrees to immediately remove any employee RRHA determines to be unacceptable.
   
   b) The Contractor agrees to follow all reasonable security precautions and procedures requested by RRHA.
   
   c) The Contractor shall be responsible for the conduct and performance of the Contractor’s employees and compliance with the following rules:
      
      (1) Contractor’s employees appearing to be under the influence of alcohol or drugs shall not be permitted in the buildings or on the properties.
      
      (2) No loud or boisterous conduct will be permitted.
      
      (3) RRHA reserves the right to request removal of any of the Contractor’s employees from the building or property at any time for reasonable cause. The Contractor or the designated supervisory representative shall have such employee leave the facility premises upon receipt of such request.

2. Applicable Regulations and Guidelines:
   a) The Contractor shall be knowledgeable of applicable federal, state and local regulations, codes and guidelines.
   
   b) The Contractor shall be solely responsible for obtaining and complying with the applicable regulations and specifications with regard to their performance of the work and employee and public safety.
B. **SPECIFIC REQUIREMENTS**: The Contractor shall be responsible for the Heating System Repairs (Boilers, Radiators and Piping) *(Attachment A – Scope of Work and Specifications)*.

III. **TERMS AND CONDITIONS**: HUD-5370-EZ Form – General Contract Conditions for Small Construction Development Contracts (attachment B) as well as below in sections “VII Terms and Conditions” and “VIII Special Terms and Conditions.”

A. **BID SUBMITTALS**: Bidders **shall** attach the following documents to their bid documents.

2. Completed and signed Signature page
3. Completed and signed two-page Quote Form
4. Contractor’s Insurance Certificate with RRHA listed as an additional insured
5. Signed Addenda (if any)

IV. **ATTACHMENTS**:  
A. Scope of Work and Specifications  
B. HUD-5370-EZ Form – General Contract Conditions for Small Construction Development Contracts  
C. Davis Bacon Wage Rates

V. **TERMS AND CONDITIONS**:  

A. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, City of Richmond and any litigation with respect thereto shall be brought in the courts of the Commonwealth. This contract is made, entered into, and shall be performed in the jurisdiction of the City of Richmond, Commonwealth of Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations. The Contractor shall procure any permits and licenses required for its business or the services to be provided by it hereunder.

B. **ANTI-DISCRIMINATION**: By submitting their bids, bidders certify to that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant
to the contract on the basis of the recipient’s religion, religious belief, refusal to participate in a
religious practice, or on the basis of race, age, color, gender or national origin and shall be
subject to the same rules as other organizations that contract with public bodies to account for
the use of the funds provided; however, if the faith-based organization segregates public funds
into separate accounts, only the accounts and programs funded with public funds shall be
subject to audit by the public body. (Code of Virginia § 2.2-4343.1E).

1. In every contract over $10,000 the provisions of (1) and (2) below apply:

   a) During the performance of this contract, the contractor agrees as follows:

      (1) The contractor will not discriminate against any employee or applicant for employment
          because of race, religion, color, sex, national origin, age, disability, or any other basis
          prohibited by state law relating to discrimination in employment, except where there is a
          bona fide occupational qualification reasonably necessary to the normal operation of the
          contractor. The contractor agrees to post in conspicuous places, available to employees
          and applicants for employment, notices setting forth the provisions of this nondiscrimination
          clause.

      (2) The contractor, in all solicitations or advertisements for employees placed by or on behalf
          of the contractor, will state that such contractor is an equal opportunity employer.

      (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or
          regulation shall be deemed sufficient for the purpose of meeting these requirements. The
          contractor will include the provisions of #1 above in every subcontract or purchase order
          over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, bidders certify that their bids are
made without collusion or fraud and that they have not offered or received any kickbacks or
inducements from any other bidder, supplier, manufacturer or subcontractor in connection
with their bid, and that they have not conferred on any public employee having official
responsibility for this procurement transaction any payment, loan, subscription, advance,
deposit of money, services or anything of more than nominal value, present or promised, unless
consideration of substantially equal or greater value was exchanged.

D. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids, bidders certify
that they do not and will not during the performance of this contract employ illegal alien
workers or otherwise violate the provisions of the federal Immigration Reform and Control Act
of 1986.

E. DEBARMENT STATUS: By submitting their bids, bidders certify that they are not currently
debarred by RRHA, The Commonwealth of Virginia or the Federal Government from submitting
offers or proposals on contracts of the type of goods and/or services covered by this
solicitation, nor are they an agent of any person or entity that is currently so debarred.
F. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfer to all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by under said contract.

G. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications other solicitation documents, the prospective bidder should contact the Contract Officer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

H. **PAYMENT:**

1. **To Prime Contractor:**

   a) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) of the federal employer identification number (for proprietorships, partnerships, and corporations).

   b) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

   c) All goods or services provided under this contract or purchase orders, that are to be paid for with public funds, shall be billed by the contractor at the contract price.

   d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

   e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, RRHA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve RRHA of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia § 2.2-4363).

2. **To Subcontractors:**

   a) A contractor awarded a contract under this solicitation is hereby obligated:
(1) To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify RRHA and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

b) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of RRHA.

I. PRECEDENCE OF TERMS: The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, CLARIFICATION OF TERMS, PAYMENT, HUD FORMS shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any special Terms and Conditions in this solicitation, the state and federal procurement guidelines outlined in the Code of Virginia, Virginia Public Procurement Act and the HUD handbook 7460.8 Rev 2 shall apply.

J. QUALIFICATIONS OF BIDDERS: RRHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to RRHA all such information and data for this purpose as may be requested. RRHA reserves the right to inspect bidder’s physical facilities prior to award to satisfy questions regarding the bidder’s capabilities. Further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

K. TESTING AND INSPECTION: RRHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

L. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of RRHA. None of the required work shall be subcontracted by the contractor without the prior, written consent of RRHA, which may be withheld by in its sole discretion. The contractor shall be as fully responsible to RRHA for acts and omissions of the contractor’s subcontractor(s) and of persons either directly or indirectly employed by its subcontractors, as the contractor is for the acts and omissions of persons directly employed by the contractor. The contractor shall include in each subcontract the contractor enters into for the provision of services under this contract, all provisions required to be included in such subcontracts established elsewhere within this contract.
**M. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. RRHA may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give RRHA a credit for any savings. Said compensation shall be determined by one of the following methods:

   a) By mutual agreement between the parties in writing.

   b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units or work performed, subject to RRHA’s right to audit the contractor’s records and/or to determine the correct number of units independently.

   c) By ordering the contractor to proceed with the work and keep records of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present RRHA with all vouchers and records of expenses incurred and savings realized. RRHA shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim, for an adjustment in price under this provision must be asserted by written notice to RRHA within thirty (30) days from the date of receipt of the written notice. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with state and federal guidelines.

**N. DEFAULT:** In case of failure to deliver goods and services in accordance with the contract terms and conditions, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RRHA, state and federal laws may have in place.

**O. INSURANCE:** By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Bidder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The contractor’s insurance company will supply a Certificate of
Insurance to RRHA listing the below required limits and **the Certificate of Insurance shall name and endorse RRHA as an additional insured.**

**MINIMUM INSURANCE COVERAGE AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. **Workers’ Compensation** – The Contractor shall also obtain and maintain worker’s compensation insurance as required by statutory requirements and benefits, and in such policy limits as mandated, by the State and shall require any subcontractor engaged by the Contractor to satisfy such requirement as well. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify RRHA of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. **Automobile Liability (minimum) – $1,000,000 combined single limit.**

3. **Commercial General Liability (minimum) – $1,000,000 per occurrence, $2,000,000 aggregate, including $50,000 for fire damage.** Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Must be named as an additional insured and so endorsed on the policy.

4. **The Contractor shall indemnify, hold harmless and defend RRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:**

   a) The provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants or employees;

   b) Any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which , its agents, servants or employees are alleged to be liable;

   c) The negligence or other actionable fault of any subcontractors engaged by the Contractor;

   d) Claims, suits, actions or proceedings of whatsoever nature that are brought by the Contractor’s employees, candidates for employment and statutory employees, as determined under the State workers’ compensation laws.

**P. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, RRHA will publicly post such notice on website (www.rrha.com) for a minimum of 10 days. The notice is also posted in the RRHA Division of Procurement Services.

**Q. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, of/or use of a controlled
substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees place by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

R. **SMOKE-FREE WORKPLACE:** RRHA “smoke-free” policy bans the use of all prohibited tobacco products at any location upon any RRHA property, whether indoors or outdoors, if such location is within 25 feet of any building, door, or window on such property, including public housing units, administrative office buildings, community centers, and common areas. Contractors, vendors, and all employees and agents thereof, may not use prohibited tobacco products in violation of RRHA’s “smoke-free” policy.

For the purpose of this agreement, “prohibited tobacco product” means:

a. Any item or device that involves the ignition and burning of tobacco leaves, including, without limitation, cigarettes, cigars, pipes, and water pipes (“hookahs”); and

b. Any electronic device that provides a vapor of liquid nicotine, with or without other substances, which device simulates the use of lit tobacco products, including any such device whether manufactured or referred to as “e-cigarettes,” “e-cigs,” “e-pipes,” or any other product or trade name.

S. **NONDISCRIMINATION OF CONTRACTORS:** A Bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder or contractor employs ex-offenders unless has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, service, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

T. **PERSONNEL:**

1. The Contractor represents that it will secure, at its own expense, all personnel necessary to perform the required services hereunder. Such personnel shall not be employees of RRHA nor
shall they have any contractual relationship with RRHA. All commitments made by the Contractor in the Bid with respect to (i) the Contractor's qualifications and its satisfaction of mandatory requirements in the IFB and (ii) the number and qualifications of its personnel to be assigned to this Contract, shall be incorporated herein by this reference.

2. All the required services will be performed by the Contractor or under its supervision, and all personnel employed by the Contractor shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. The Contractor shall not reassign any personnel specifically designated in the Bid to perform services under this Contract without RRHA's prior approval. The Contractor certifies that it will comply with RRHA's request for the reassignment of any employee of Contractor performing the Required Services hereunder when RRHA determines, in its reasonable opinion that such employee is not suited to work on this Contract.

U. **NO WAIVER:** No failure or delay by a party to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every terms of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.

V. **MINORITY AND SECTION 3 BUSINESS PARTICIPATION:** The Contractor shall use its best efforts to comply with the commitment it has made in the Bid relative to the participation of businesses primarily (at least 51%) owned by minorities, women or public housing residents or small businesses (collectively, "Disadvantaged Business Enterprises") in the performance of this Contract. By executing this Contract, the Contractor accepts the right of RRHA to appoint an employee to monitor the Contractor's compliance with the commitments and requirements of this Paragraph. The Contractor agrees to promptly submit reports to RRHA, on request, detailing the level of participation in this contract. RRHA shall have the right to review all relevant documents of the Contractor relating to the participation of Minority and Section 3 Businesses in this Contract on an ongoing basis.

VI. **SPECIAL TERMS AND CONDITIONS:**

A. **NOTICES:**

1. Any notice, instruction, request or demand required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, the contractor.
2. Any notice, request, information, or documents required to be given or delivered hereunder by the Contractor or any of its representatives, unless stated otherwise elsewhere in this Contract, shall be signed or approved in writing by the Contractor, and shall be sufficiently given or delivered if mailed, certified or registered with postage prepaid to

Richmond Redevelopment and Housing Authority
Procurement and Contract Administration
901 Chamberlayne Parkway
Richmond, Virginia 23220
ATTN: Cindy Wilson

Or to such representative or address as may be designate in writing to Procurement and Contract Administration.

B. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the Building Owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.

C. **PAYMENT:** All invoices shall only be submitted for payment to the following address:

Richmond Redevelopment & Housing Authority
Attn: Accounts Payable Department
P.O. Box 26229
Richmond VA, 23261-6887

D. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. RRHA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

E. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that RRHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

F. **AWARD TO MULTIPLE BIDDERS:** The Authority reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Authority reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Authority also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. The right is reserved to make a separate award(s) of each item, a group of items or all items, and to make an award either in whole or in
part, whichever is deemed in the best interest of the Authority. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable, provided all pricing is reasonable and in the best interest of the RRHA to accept. An unbalanced quote, where a unit price is unreasonably high or unreasonably low, may be rejected by the RRHA as non-responsive.
ATTACHMENT A

SCOPE OF WORK
GENERAL

- Furnish supervision, labor, material and equipment necessary to reconnect radiators at various locations as identified on the attached address sheets.
- All work is to be performed during normal working hours (M-F, 7:00 AM - 5:00 PM). See Section “IV Work Limits.”
- Contractor shall be required to provide a report of progress, site conditions, etc. by email to the designated RRHA-PM at the conclusion of the specific job in which the Contractor was hired to perform.
- **These are occupied dwellings. Contractor full restoration of heat should take no longer than two working days.**
- There will be no radios, cd players, etc. allowed on site.
- The contractor shall dispose of the existing equipment once it is disconnected and removed from the location of current use. This disposal shall be done off RRHA property, appropriately, and shall abide by all laws, rules and regulations governing the disposal of such equipment. Except in the case existing equip could be salvaged or surplused, Contractor will be notified by RRHA.
- Contractor is advised that no storage of trash or debris will be allowed on site in a dumpster or otherwise. All debris generated as a result of this work will be required to be removed from the site on a daily basis. RRHA will not entertain the storage of dumpsters or vehicles on site or on adjacent RRHA property.
- All payment requests are to be on the CO 12 form, or other RRHA approved schedule of values form of comparable nature.
- Contractor **shall** be required to provide a notice of completion and request for final inspection of work to RRHA prior to final payment, if applicable.
- Contractor may be responsible for acquiring all necessary permits and approved inspections by the approving authority, where applicable, for this work in accordance with the Authority having Jurisdiction’s requirements, if applicable.

**FOR ADDITIONAL DETAILS REFER TO SCOPE OF WORK BELOW**

LIMITS OF WORK

1. All work shall be performed at the various RRHA properties in Richmond, Virginia to include: **Creighton Court, Mosby Court, Fairfield Court, Whitcomb Court, Hillside Court and Gilpin Court.**

PHASED CONSTRUCTION SCHEDULE

1. **Dwellings are occupied and that close coordination with the property management staff will be required.**
2. Property Management RRHA personnel will be required to provide, access to units with 72 hour advance notice to residents, as needed, (between the hours of 7:00 AM and 5:00 PM, Monday through Friday) to ensure the adherence to RRHA’s 72 hour notice provision to residents.
3. Property Management RRHA personnel will provide access to units when scheduled and accompany the contractor on site during repair work.
4. Material not specifically identified by RRHA such as shipping material, remnants of piping or other debris created by the installation shall be disposed of by the contractor at no additional cost to RRHA.
5. Contractor shall advise of lead time for ordering equipment in Quote.

NO HAZARDOUS MATERIAL TESTING, REMOVAL OR DISPOSAL IS INCLUDED IN THIS REQUEST FOR BID. Contractor is advised that, in the event that they encounter suspected hazardous materials they are to stop work immediately and notify RRHA Project Manager at once prior to having the material legally removed. This cost shall be included in the fully burdened hourly rate on the pricing schedule as part of the contract.

SCOPE OF WORK Radiator Repair:

1. This work will be conducted during the heating season, the contractor shall be required to bring these units online and insure they are 100% functional.
2. Contractor shall replace piping to capped or disconnected radiators.
3. The contractor shall provide all piping, radiator valves, bleeder valves and hangers to restore service to each radiator listed.
4. The contractor shall fill the heating system to capacity with water and check radiator function. The radiator shall reach a temperature of no less than 115 degrees Fahrenheit to be considered functional.
5. This work can consist of the replacement of up to 60 If of piping to as simple as the replacement of a radiator valve or the replacement of an entire radiator.
6. Once the equipment is installed and has passed all inspections by City Code Officials and otherwise, the equipment shall be verified and approved by the RRHA HVAC Department in order to be considered complete.
7. The contractor shall be responsible to bleed the system of all air after the installation of the new systems to include the radiators if necessary.
8. All piping new or when connecting to existing shall be done in a manner that provides plumb and level piping.
9. The contractor shall be responsible for any incidental damage to the building structure and/or surrounding grounds resulting from the performance of the work and will be billed for such damage by RRHA.
10. All workers shall have Company identification with, and displayed in a visible location on their person while on RRHA property.
11. The contractor shall be responsible to maintain working practices that will leave each residence work area clean with no evidence of work other that a functional radiator.

SCOPE OF WORK: BOILERS (HEATING) (If installation is required.)

1. This work will be conducted during the heating season, the contractor shall be required to bring these units online and insure they are 100% functional.
2. Contractor shall remove existing gas fired boilers and replace with new, in kind gas fired boiler of equal or higher rating and performance than existing. RRHA would like to utilize HTP products where possible. Contractor is responsible for the startup, testing and commissioning of each piece of equipment installed.
3. The contractor shall be responsible for the replacement of existing gas fired boiler (most apartments) with 1 Model (HTP UFT-199) or equal boiler. The existing piping shall be removed from the existing primary
circuitry pumps in its entirety. New piping from the circulation pumps to the boilers is required as is the replacement of any inline valves. Pumps removed SHALL be reserved and delivered to RRHA Staff at agreed upon intervals and location.

4. Installation may include new Primary circulation pumps, Boiler feed pumps of the appropriate capacity, Low water cut-off devices, Air Scoops, new make-up water valves and new gas valves to include main gas valve in boiler room and outside air temperature sensors which shall be configured to control the circulation pumps also.

5. **Existing electrical service to the existing boilers is to removed and new installed servicing only the newly installed boiler. All else is to be removed and disposed of properly to include old automation equipment.**

6. Once the equipment is installed and has passed all inspections by City Code Officials and otherwise, the equipment shall be “Commissioned” and all information recorded on the “Commissioning Report” for each boiler installed and two bound copies shall be presented to RRHA for retention.

7. Each boiler shall be fastened (bolted or lagged) to the structure of the building to prevent theft. **Wall mounting is acceptable** provided the manufacturer approves in the installation literature.

8. Boilers shall be constructed to fit, and operate effectively in the installation environment existing in RRHA facilities.

9. The contractor shall provide and install an expansion tank of the appropriate size to match boiler capacity.

10. Contractor to install O/A reset controls and interlock existing pump for proper operation per manufacturer’s installation manual.

11. The contractor shall remove the existing combustion intake and exhaust piping and dispose of offsite.

12. The contractor shall install combustion air intake and exhaust vent piping which shall be new and shall meet or exceed manufacturers’ specifications, and terminate outside exterior wall of the dwelling per all current professional codes. The Contractor shall provide a tight seal in the interior and exterior wall in which the wall that the pipe passes through. The contractor shall be responsible to bleed the system of all air after the installation of the new systems to include the radiators, if necessary.

13. All new hydronic lines are to be professionally insulated per manufacturer’s specification up to tie in points and labeled appropriately.

14. All piping new or when connecting to existing shall be done in a manner that provides **plumb and level** piping.

15. All piping shall be insulated appropriately back to existing /new transition points.

16. The contractor shall bleed all air from the systems as needed, to include radiators as necessary.

17. All switches, valves or other controls shall be readily accessible without interference.

18. Condensate line shall have a condensate neutralizer kit installed, and shall terminate in existing condensate line with sufficient air gap, matching up to existing lines, There is no floor drain in these rooms.

19. Contractor shall use environmentally safe practices in the performance of the work being performed, adopting the use of protective barriers for the usage of chemicals, oils and contaminated materials from entering and to prevent runoff into existing structures, floor drains and/or onto surrounding grounds or any water systems.

20. Contractor shall comply with all local, state, and federal regulatory compliance and safety standards in the performance of this work.

21. The contractor shall be responsible for any incidental damage to the building structure and/or surrounding grounds resulting from the performance of the work.

22. All workers shall have Company identification with, and displayed in a visible location on their person while on RRHA property.
SCOPE OF WORK: DOMESTIC WATER HEATER

1. Contractor to remove 1 existing gas fired domestic water tanks and replace with new, in kind gas fired water heater of equal to HTP Phoenix or higher rating and performance than existing. Contractor is responsible for the startup, testing of each piece of equipment installed.

2. Once the equipment is installed and has passed all inspections by City Code Officials and otherwise, the equipment shall be “Commissioned” and all information recorded on the “Commissioning Report” for the water heater installed shall be presented to RRHA for retention.

3. Domestic Water heaters shall be constructed to fit, and operate effectively in installation environment.

4. Condensate line shall have a condensate neutralizer kit installed and shall terminate in same location as boiler condensate drain.

5. The contractor shall provide and install an expansion tank of the appropriate size to match system requirements.

6. The contractor shall remove the existing Combustion intake and exhaust piping and dispose of offsite.

7. The contractor shall install Combustion air intake and exhaust vent piping and shall be new and shall meet or exceed manufacturers’ specifications, and terminate outside exterior wall of the dwelling.

8. All piping new or when connecting to existing shall be done in a manner that provides plumb and level piping.

9. All switches, valves or other controls shall be readily accessible without interference.

10. Once the equipment is installed and has passed all inspections by City Code Officials and otherwise, the equipment shall be “Commissioned” and all information recorded on the “Commissioning Report” for each DHWT and shall be provided to RRHA PM.

11. All Permitting and inspection reports, approvals and disapprovals shall be provided to RRHA.

12. Contractor shall use environmentally safe practices in the performance of the work being performed, adopting the use of protective barriers for the usage of chemicals, oils and contaminated materials from entering and to prevent runoff into existing structures, floor drains and/or onto surrounding grounds or any water systems.

13. Contractor shall comply with all local, state, and federal regulatory compliance and safety standards in the performance of this work and proper disposal of existing used equipment and RRHA reserves the right of salvage of tanks, heaters or pieces of the same for reserve. The contractor shall place existing Heater to the side out of work area for RRHA pick up.

14. The contractor shall be responsible for any incidental damage to the building structure and/or surrounding grounds resulting from the performance of the work.

15. All workers shall have identification of company with, and displayed in a visible location on their person while on RRHA property.

EXCLUSIONS / ASSUMPTIONS / CLARIFICATIONS

1. The contractor is required to visit the site to ascertain the existing conditions.

2. Federal Holidays, night and weekend work is prohibited unless authorized prior to occurrence by RRHA Project Manager.

3. No hazardous material testing, removal or disposal is included in this proposal.

4. No work, other than explicitly identified in the above scope of work, is included in this proposal, unless approved by RRHA-Project Manager.
ADD/ALTERNATE:

1. None

PROJECT SCHEDULE

C. *Upon receiving the initial verbal request from RRHA, contractor shall respond to the requestor within two (2) hours and must initiate work within 12 hours of the initial verbal request. Unless otherwise stated in this document, the contractor shall supply all materials, supplies, tools, equipment and labor to perform the work described in these specifications.*
**Quote**

<table>
<thead>
<tr>
<th>Cost Per Linear Feet, 1&quot; Black Iron</th>
<th>Cost Per Linear Feet, 3/4&quot; Black Iron</th>
<th>Cost Per Flushing</th>
<th>Cost Per Incidental (valve)</th>
</tr>
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<tbody>
<tr>
<td>$ ________</td>
<td>$ ________</td>
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<td>Lead Time: ________ cal days</td>
<td>Lead Time: ________ cal days</td>
<td>Lead Time: ________ cal days</td>
<td>Lead Time: ________ cal days</td>
</tr>
</tbody>
</table>

**HOURLY RATES**

<table>
<thead>
<tr>
<th><strong>Boiler Repair</strong> (Time and Material)</th>
<th>7:00 AM-5:00 PM M-F Hourly Rate:</th>
<th>Night, weekend and holiday Hourly Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Hourly Rate:</em> ________</td>
<td><em>Hourly Rate:</em> ________</td>
<td><em>Hourly Rate:</em> ________</td>
</tr>
</tbody>
</table>

*Material: Invoice RRHA at cost (must include copy of Contractors materials invoice to RRHA Accounts Payable with hourly rate invoice)*

<table>
<thead>
<tr>
<th><strong>Install Boiler</strong> (Time and Material)</th>
<th>7:00 AM-5:00 PM M-F Hourly Rate:</th>
<th>Night, weekend and holiday Hourly Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Hourly Rate:</em> ________</td>
<td><em>Hourly Rate:</em> ________</td>
<td><em>Hourly Rate:</em> ________</td>
</tr>
</tbody>
</table>

*Material: Invoice RRHA at cost (must include copy of Contractors materials invoice to RRHA Accounts Payable with hourly rate invoice)*

<table>
<thead>
<tr>
<th><strong>Domestic Hot Water Heater</strong> (Time and Material)</th>
<th>7:00 AM-5:00 PM M-F Hourly Rate:</th>
<th>Night, weekend and holiday Hourly Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Hourly Rate:</em> ________</td>
<td><em>Hourly Rate:</em> ________</td>
<td><em>Hourly Rate:</em> ________</td>
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</tbody>
</table>

*Material: Invoice RRHA at cost (must include copy of Contractors materials invoice to RRHA Accounts Payable with hourly rate invoice)*

<table>
<thead>
<tr>
<th><strong>Install Hot Water Heater</strong> (Time and Material)</th>
<th>7:00 AM-5:00 PM M-F Hourly Rate:</th>
<th>Night, weekend and holiday Hourly Rate:</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Hourly Rate:</em> ________</td>
<td><em>Hourly Rate:</em> ________</td>
<td><em>Hourly Rate:</em> ________</td>
</tr>
</tbody>
</table>

*Material: Invoice RRHA at cost (must include copy of Contractors materials invoice to RRHA Accounts Payable with hourly rate invoice)*

*Note: Hourly rate must be a fully burdened hourly rate.*

The RRHA reserves the right to add or delete any items without affecting the bid prices.

**AWARD TO MULTIPLE BIDDERS:** The Authority reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s)
meeting the requirements of the solicitation. The Authority reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Authority also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest. The right is reserved to make a separate award(s) of each item, a group of items or all items, and to make an award either in whole or in part, whichever is deemed in the best interest of the Authority. The award or awards will be made to the lowest responsive, responsible bidder or bidders as applicable, provided all pricing is reasonable and in the best interest of the RRHA to accept. An unbalanced quote, where a unit price is unreasonably high or unreasonably low, may be rejected by the RRHA as non-responsive.

NAME OF BIDDER ______________________________________ MUST RETURN THIS FORM WITH QUOTE.
ATTACHMENT B

HUD-5370-EZ Form – General Contract Conditions for Small Construction Development Contracts
General Contract Conditions for Small Construction/Development Contracts

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than $2,000 but not more than $150,000.

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 cause of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be 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 change based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 30 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 or in excess of $10,000 of the item both under and outside that contract.

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

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

(b) The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

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


(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act [29 CFR Part 3]), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part thereof, 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)(i) 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).

(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 D

Davis Bacon Wage Rates
"General Decision Number: VA20190139 01/04/2019

Superseded General Decision Number: VA20180150

State: Virginia

Construction Type: Residential

Counties: Henrico and Richmond* Counties in Virginia.

*INDEPENDENT CITY

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,
if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number       Publication Date
                    0               01/04/2019

* BRVA0001-002 02/01/2018

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ENGIO147-012 05/01/2018

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POWER EQUIPMENT OPERATOR

Cranes 90 tons & over
capacity: Tower & Climbing
Cranes with Controls 100
ft. above ground..............$ 30.00 10%+9.94
Cranes under 90 tons............$ 29.08 10%+9.94

SUVA2012-017 08/08/2014

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SHEET METAL WORKER, Includes
HVAC Duct Installation.........$ 15.77 0.00

TRUCK DRIVER: Dump Truck.......$ 16.30 0.00

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

END OF GENERAL DECISION