



# Genesee County Land Bank Authority

452 S. Saginaw St. 2<sup>nd</sup> Floor, Flint, MI 48502

## Invitation for Bids: 2761 Golfside St. and 615 Marquette St. – General Contractor

BID NUMBER: LB 11-017

Due Date: Friday, July 8<sup>th</sup> 2011 at 3:00 pm EST

As part of a grant from:

Fannie Mae



## INVITATION FOR BIDS: 2761 GOLFSIDE ST. AND 615 MARQUETTE ST. – GENERAL CONTRACTOR

### Overview

The Genesee County Land Bank Authority (GCLBA) is seeking sealed bids for the rehabilitation of 2761 Golfside St. and 615 Marquette St., Flint, MI 48504. These properties are being rehabilitated as single-family residential homes to be sold under a Fannie Mae grant awarded to the GCLBA.

### Sealed Bid Due Date

General contractors with qualifications and experience in renovation of single-family residential properties invited to submit sealed bids to the Genesee County Land Bank Authority, 452 S. Saginaw St., 2<sup>nd</sup> Floor, Flint, Michigan 48502 on or before **Friday, July 8, 2011 at 3:00 pm EST.** The outside of the envelope must be marked “LB 11-017, Sealed Bid for 2761 Golfside St. and 615 Marquette St.”

### Bid Opening

The bid opening will be Friday, July 8, 2011 at 3:15 pm EST at the Genesee County Land Bank Authority, Conference Room, 452. S. Saginaw St., 2<sup>nd</sup> Floor, Flint, MI 48502 and is open to the public.

### Mandatory Pre-bid Meeting and Walkthrough

A mandatory pre-bid meeting will take place at 2602 Thomas St., Flint, MI 48503 at 9 am on Friday, June 24th, 2011.

A mandatory walkthrough of each property to be rehabilitated will follow at 2761 Golfside St., Flint, MI 48504 on Friday, June 24th, 2011 at 11:30 am until 12:30 pm and 615 Marquette St. at 1:00 pm until 2:00 pm.

Bidders must be present at both the pre-bid meeting and the walkthrough in order to bid on this proposal.



## **Proposal Requirements/ Bidding Instructions**

Bids must be sealed, the outside of the envelope must be marked “LB 11-017, Sealed Bid for 2761 Golfside St. and 615 Marquette St.” and contain the following:

1. Copy of a Valid State of Michigan Builders License
2. Copies of E.P.A. Renovator and Firm Certificates
3. 2011 Certificate to do Business with Genesee County
4. Insurance Certificate including:
  - a. Worker’s Compensation
  - b. General Liability of \$2,000,000 for Bodily Injury and Property Damage
  - c. Genesee County Land Bank named as a Certificate Holder
5. Certification Form Note (attached)
6. Demonstration of Capacity Form (attached)
7. Typed or Inked Contractor Bid Form and Specifications (attached)

## **Bid Acceptance**

Bid proposals of more than 10% lower or 15% higher than the GCLBA cost estimate will be disqualified based on the total aggregate amount. The GCLBA anticipates immediately entering into a contract with the general contractor after all certification requirements have been provided and accepted. The contractor must be ready to begin work immediately upon receipt of the notice to proceed by the GCLBA.

## **Value Engineering**

Value engineering may be used by the GCLBA after the contractor has been selected particularly in instances where a line item significantly varies from the specification writer’s estimate.

## **Method of Payment**

Payment will be made for work items completed based on the accepted price per the contractors bid including any value engineering. GCLBA will provide payment for work items completed after invoice from the contractor, inspection and acceptance by GCLBA, sworn statements and any lien waivers from the work items completed. The GCLBA will provide payment within 30 days of invoice with complete documentation as required by GCLBA.

## **Demonstration of Capacity**

All bidders are required to submit a statement(s) of experience, proposed plans for performing the work, and equipment available by completing the Demonstration of Capacity Form attached to this bid proposal.

### **Minority Owned Firms and Women’s Business Enterprises**

GCLBA is seeking to encourage participation by respondents who are small and minority-owned firms, women’s business enterprises and labor surplus area firms.

### **Lead Safe Work Practices**

Lead safe work practices must be used for all rehabilitation activities and performed in accordance with applicable federal, state and local laws, ordinances, codes or regulations governing evaluation and hazard reduction.

### **Timeline for Completion**

This project must be completed within 120 days from the date the GCLBA issues a notice to proceed. This includes all work items included in the bid and GCLBA final approval at time of completion and a certificate of occupancy issued by the City of Flint Department of Building and Safety.

### **2011 Certificate to do Business with Genesee County**

Each contractor must submit one copy of their 2011 CERTIFICATE TO DO BUSINESS WITH GENESEE COUNTY. The Land Bank follows Genesee County Office of Equity and Diversity policies and procedures for this process. For further information on this requirement, contact the Genesee County Office of Equity and Diversity, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone (810) 257-3028; fax (810) 768-7943.

### **Federal Compliance Requirements**

The contractor must comply with all of the following federal guidelines for this rehabilitation project:

1. OSHA 29 CRF 1926- Construction Industry Standards
2. 29 CFR 1926.62- Construction Industry Lead Standards
3. 29 CFR 1910.1200 – Hazard Communication
4. 40 CFR Part 261- EPA Regulations
5. Federal Labor Standards and Provisions
6. Equal Opportunity Clause

### **Questions and Addendums**

Questions regarding this bid should be directed to Kyle Stottmeister at (810) 257-3088 ext. 533 or email to [kstottmeister@thelandbank.org](mailto:kstottmeister@thelandbank.org). Addendums to this bid proposal



may be found at the GCLBA website at [www.thelandbank.org](http://www.thelandbank.org) under the tab current bids. Please check the website for updates to this bid package.



## CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this bid submittal to GCLBA is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this bid proposal in its entirety and accepts its terms and conditions.

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(Name of Respondent)

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(Signature of Authorized Representative)

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(Typed Name of Authorized Representative)

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(Title)

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(Date)



## DEMONSTRATION OF CAPACITY

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

### **Statement of Experience**

Years of Experience: \_\_\_\_\_

### **Proposed Plans for Performing the Work**

Date contractor can begin work: \_\_\_\_\_

Date Contractor can complete work by: \_\_\_\_\_

### **Equipment Available**

I certify that I have the necessary equipment available in order to complete the work outlined in this bid and accompanying specifications.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_  
Contractor Signature



## CONTRACTOR BID FORM

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**Owner Name:** Genesee County Land Bank Authority

**Contact Person/ Spec Writer:** Kyle Stottmeister

**Contact Phone Number:** (810) 257-3088 ext. 533

**Contact Email:** [kstottmeister@thelandbank.org](mailto:kstottmeister@thelandbank.org)

**Bid Submission Deadline Date:** Friday, July 8, 2011 before 3:00 pm

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**Property Address:** 2761 Golfside St. and 615 Marquette St., Flint, MI 48503

**Bid Offer 2761 Golfside St. as per  
Attached Specifications \$** \_\_\_\_\_

**Bid Offer 615 Marquette St. as per  
Attached Specifications \$** \_\_\_\_\_

**Total \$** \_\_\_\_\_

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

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

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

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

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

**Workers Comp  
Insurance Expires Date:** \_\_\_\_\_

**Liability  
Insurance Expires Date:** \_\_\_\_\_

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**Note:** Bid package includes one (1) set of specifications. One copy of the specifications must be completed and returned with this bid form that must be line priced in clearly legible numbers (ink or typewritten)





# SPECS BY LOCATION/TRADE

6/16/2011

Work Write-up/Re-Bid: \_\_\_\_\_  
 Walk-Through Date: \_\_\_\_\_  
 Bid Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Case Number: \_\_\_\_\_  
 Construction Specialist: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Address: 2761 Golfside Lane**

**Unit: Unit 01**

**Location: 1 - General Requirements**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1      General Requirements</b>					
37	<b>ELECTRICAL PERMIT REQUIRED</b> Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.	1.00	EA	_____	_____
38	<b>PLUMBING PERMIT REQUIRED</b> Prior to the start of work, the contractor shall: create a riser diagram, septic layout and all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the owner.	1.00	EA	_____	_____

Bidder: \_\_\_\_\_

**Location Total:** \_\_\_\_\_

**Location: 2 - Interior**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 9      Environmental Rehab</b>					
9130	<b>FINAL CLEAN AFTER REHAB</b> Clean all surfaces for final inspection. Include bathroom, basement, etc.	1,200.00	SF	_____	_____
<b>Trade: 10      Carpentry</b>					
2350	<b>FLOOR--REFINISH WOOD</b> Drum sand and edge floor. Counter sink all nails and fill holes. Vacuum and tack rag room. Apply a sanding sealer and two coats of oil based polyurethane varnish. Vacuum room. Remove carpet, pad, and tack strips. Refinish floors in hall, bedrooms, and second floor.	1,000.00	SF	_____	_____

**Trade: 19      Paint & Wallpaper**

5566	<b>PREP &amp; PAINT HOUSE (INTERIOR)</b> Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sandpaper. Clean all surfaces. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed latex. Ceilings will be flat white, trim will be semi-gloss white, and walls will be owner's choice of color. Include any closets.	1,500.00	SF	_____	_____
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Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 3 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10      Carpentry</b>					
3715	<b>CABINET--WOOD BASE</b> Replace base cabinets. Install base cabinet with doors of solid oak or maple. Cabinet will have solid oak or maple stiles, 1/2" veneered plywood sides and metal or plastic corner bracing. Drawers shall be made of wood or composition material. Cabinets will have pulls or knobs and will match the finish on the faucet. Cabinets will be Kountry Wood Products Harmony Line - Bristol Maple (Or approved Equivalent) Available at Starline Kitchen and Bath	11.00	LF	_____	_____
3725	<b>CABINET--WOOD WALL</b> Replace wall cabinets. Field measure and screw to studs, level and plumb, kitchen wall cabinet. Door to be solid wood. Frame to have solid wood stiles, 1/2" plywood sides, metal or plastic corner bracing. Cabinets will have pulls or knobs and will match the finish on the faucet. Cabinets will be Kountry Wood Products Harmony Line - Bristol Maple (Or approved Equivalent) Available at Starline Kitchen and Bath	11.00	LF	_____	_____
3750	<b>COUNTER TOP--PLASTIC LAMINATE</b> Dispose of counter top. Field measure and manufacture a plastic laminate counter top, glued to particle board designed for this purpose. Provide cutout for sink. Owner's choice of in-stock color and texture.	10.00	LF	_____	_____
<b>Trade: 22      Plumbing</b>					
6835	<b>SINK--DOUBLE BOWL COMPLETE--GCI</b> Install a 22 gauge 33" x 22" x 8" double bowl, stainless steel, self rimming kitchen sink including a Delta "Cicera" single handle faucet - model #468-SSSD-DST - brushed stainless finish (or approved equivalent), trap, supply lines, shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All copper is to be soldered & all PVC fittings glued.	1.00	EA	_____	_____
<b>Trade: 23      Electric</b>					
7583	<b>GFCI DEVICE</b> Replace receptacle with a surfaced mounted ground fault circuit interrupt receptacle. Match existing color.	1.00	EA	_____	_____
7730	<b>LIGHT FIXTURE--REPLACE</b> Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$50 allowance for fixture. Owner will pick fixture. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
7835	<b>REPLACE RANGE HOOD - RECIRCULATING</b> Install a recirculating enameled range hood with integral controls and light capable of 100 cfm at 70 soles (\$50	1.00	EA	_____	_____

Address: 2761 Golfside Lane

Unit: Unit 01

Location: 3 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

allowance). Attach hood to cabinet with screws. Owner's choice of color.

Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 4 - Dining Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

7730 LIGHT FIXTURE--REPLACE

1.00 EA

Replace a ceiling mounted, 4 bulb, UL approved, incandescent light fixture with shade and lamps. \$150 allowance for fixture. Owner will pick fixture. Bulbs should be CFL or approved high efficiency bulb.

Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 5 - Living Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

7730 LIGHT FIXTURE--REPLACE

1.00 EA

Replace a ceiling mounted ,4 bulb, UL approved, incandescent light fixture with shade and lamps. \$150 allowance for fixture. Owner will pick fixture. Bulbs should be CFL or approved high efficiency bulb.

Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 6 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 22 Plumbing

6930 SHOWER DIVERTER--SINGLE CONTROL

1.00 EA

Install a single lever, metal shower diverter (Delta or Moen) and a water saving shower head with 15 year drip-free warranty.

7000 TOILET SEAT

1.00 EA

Install a white, wood or plastic, top mounted toilet seat and lid. Material allowance \$20.

Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 7 - West Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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## Location: 7 - West Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				
8017	<b>ENERGY STAR CEILING FAN LIGHT FIXTURE--GCI</b> Install an ENERGY STAR® approved 42- 52 inch white ceiling fan switched at the room entrance. Include fan mounting box if necessary. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
Bidder: _____		Location Total: _____			

## Location: 8 - East Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				
8017	<b>ENERGY STAR CEILING FAN LIGHT FIXTURE--GCI</b> Install an ENERGY STAR® approved 42- 52 inch white ceiling fan switched at the room entrance. Include fan mounting box if necessary. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
Bidder: _____		Location Total: _____			

## Location: 9 - Upstairs Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
2406	<b>BASEBOARD--COLONIAL 3 1/4"</b> Install finger jointed (or MDF) 3-1/4" colonial base with finish nails of sufficient length to penetrate framing 1". Mitre all lap joints, and break all lap joints over framing. Paint new trim with 2 coats of white semi-gloss latex paint.	70.00	LF	_____	_____
2520	<b>HANDRAIL--REPLACE INTERIOR</b> Install 2" round hardwood handrail with braces screwed to studs and handrail. Paint with 2 coats of white semi-gloss interior latex paint, sanded between coats.	12.00	LF	_____	_____
3375	<b>DOOR-- ACCORDIAN</b> Hang a closet accordian door including overhead track, all hardware and casing on one side.	4.00	EA	_____	_____
3640	<b>CEILING--ACOUSTIC TILE - REPAIR DAMAGED SECTIONS</b> Install 12"x 12"x 1/2" acoustic ceiling tile to level furring strips over existing ceiling. Lay out job to balance the width of border tiles, and apply 2-1/2" crown molding to ceiling/wall joint. Reinstall light fixture. Material allowance for tile \$.50 per square foot.	20.00	SF	_____	_____
Trade: 23	Electric				
8017	<b>ENERGY STAR CEILING FAN LIGHT FIXTURE--GCI</b> Install an ENERGY STAR® approved 42- 52 inch white ceiling	1.00	EA	_____	_____

**Location: 9 - Upstairs Bedroom**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 23</b>	<b>Electric</b>				

necessary.

Bulbs should be CFL or approved high efficiency bulb.

Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

**Location: 10 - Basement**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 21</b>	<b>HVAC</b>				

**6015 HVAC ADJUST**

1.00

EA

Clean, inspect, oil and adjust heating equipment and controls. Replace filter. Report any recommended part replacement to owner.

**Trade: 22 Plumbing****6630 SUPPLY--PEX**

75.00

LF

Install flexible pex piping with a minimum number of couplings to fixtures. Install mechanical connectors and shut off valves at all fixtures. Size pipe to 1990 CABO minimums per table 2406.5.

**7070 WATER HEATER--40 GALLON GAS**

1.00

EA

Install a 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.

**7115 LAUNDRY TUB AND FAUCET - REPLACE**

1.00

EA

Remove existing sink to code legal dump. Install single bowl, 24" fiberglass laundry tray to fit under faucet. Include standard 2 handle chrome laundry faucet. Hook up waste line.

Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

**Location: 11 - Garage**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10</b>	<b>Carpentry</b>				

**3185 DOOR--PREHUNG METAL ENTRANCE**

3.00

EA

Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, threshold, one entrance and one mortised deadbolt keyed alike (Schlage, brass finish or approved equivalent). Paint with two coats of exterior acrylic latex paint (Owner's choice of color). Front door should be decorative oval at least 1/2 light.

Replace front and back garage entry door and door into kitchen.

Address: 2761 Golfside Lane

Unit: Unit 01

Location: 11 - Garage

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 12 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 4	Site Work				

475	<b>LANDSCAPING ALLOWANCE</b> Clear back yard completely. Remove all trees and brush under 6" in diameter. Spread topsoil and spread new seed and mulch. Waterdaily until grass has taken hold (3 weeks). Trim bushes in front yard.	1.00	AL	_____	_____
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Trade: 19	Paint & Wallpaper				
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5740	<b>CLEAN AND STAIN DECK</b> Power wash existing deck and handrail with detergent and water mix. Rinse and allow to dry. Stain/seal with Sherwin Williams Deckscapes or =.	200.00	SF	_____	_____
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Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Unit Total for 2761 Golfside Lane, Unit Unit 01: \_\_\_\_\_

Address Grand Total for 2761 Golfside Lane: \_\_\_\_\_

# SPECS BY LOCATION/TRADE

6/16/2011

Work Write-up/Re-Bid: \_\_\_\_\_  
 Walk-Through Date: \_\_\_\_\_  
 Bid Date: \_\_\_\_\_  
 Initial: \_\_\_\_\_

Case Number: \_\_\_\_\_  
 Construction Specialist: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Address: 615 Marquette Street**

**Unit: Unit 01**

**Location: 1 - General Requirements**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 1 General Requirements</b>					
37	<b>ELECTRICAL PERMIT REQUIRED</b> Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.	1.00	EA	_____	_____
38	<b>PLUMBING PERMIT REQUIRED</b> Prior to the start of work, the contractor shall: create a riser diagram, septic layout and all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the owner.	1.00	EA	_____	_____
39	<b>HVAC PERMIT REQUIRED</b> Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations and all other documentation needed to apply for, pay for and receive an HVAC permit on behalf of the owner.	1.00	EA	_____	_____

Bidder: \_\_\_\_\_

**Location Total:** \_\_\_\_\_

**Location: 2 - Interior**

Approx. Wall SF: 1,200

Ceiling/Floor SF: 1,400

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 9 Environmental Rehab</b>					
9134	<b>CLEAN ALL FLOORING</b> Pre-clean carpet with a HEPA vacuum using a beater bar. Using a truck- mounted steam generator, clean carpet using the steam extraction method. HEPA vacuum after carpet dries at a rate of 1 minute per every 20 SF. Clean vinyl with non abrasive cleaner and mop	1,500.00	SF	_____	_____

Bidder: \_\_\_\_\_

**Location Total:** \_\_\_\_\_

**Location: 3 - Kitchen**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10 Carpentry</b>					
3705	<b>CABINETS--REPAIR</b> Repair base and hanging cabinets by rehangng plumb and level and replacing missing hardware, doors and drawers. Securely refasten loose hardware. Clean all surfaces with heavy duty detergent.	10.00	LF	_____	_____

Address: 615 Marquette Street

Unit: Unit 01

Location: 3 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				

Trade: 22 Plumbing

6835	<b>SINK--DOUBLE BOWL COMPLETE--GCI</b> Install a 22 gauge 33" x 22" x 8" double bowl, stainless steel, self rimming kitchen sink including a Delta "Cicera" single handle faucet - model #468-SSSD-DST - brushed stainless finish (or approved equivalent), trap, supply lines, shut-off valves & escutcheon plates on all supply & drain lines. NOTE: All copper is to be soldered & all PVC fittings glued.	1.00	EA	_____	_____
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Trade: 23 Electric

7835	<b>REPLACE RANGE HOOD - RECIRCULATING</b> Install a recirculating enameled range hood with integral controls and light capable of 100 cfm at 70 somes (\$50 allowance). Attach hood to cabinet with screws. Owner's choice of color.	1.00	EA	_____	_____
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Trade: 25 Appliances

8491	<b>DISHWASHER--2 CYCLE--GCI</b> Provide and install a 24" white, 2 cycle, built- in Energy Star® labeled dishwasher including all alterations and connections to plumbing and electric system. Whirlpool #: 267844 Model: DU811SWPU - or - GE Model GSD1300NWW or approved equivalent.	1.00	EA	_____	_____
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Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 4 - Dining Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 21	HVAC				

6330	<b>REGISTER COVER--REPLACE</b> Replace missing or damaged register cover with an adjustable metal register.	1.00	EA	_____	_____
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Trade: 23 Electric

7730	<b>LIGHT FIXTURE--REPLACE</b> Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$150 allowance for fixture. Owner will pick fixture. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
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Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 5 - Living Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0



Address: 615 Marquette Street

Unit: Unit 01

Location: 5 - Living Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10 Carpentry</b>					
2795	<b>WINDOW REPAIR</b> Replace double glazed insulated glass in window. Measure to get proper thickness.	1.00	EA	_____	_____
<b>Trade: 21 HVAC</b>					
6330	<b>REGISTER COVER--REPLACE</b> Replace missing or damaged register cover with an adjustable metal register.	2.00	EA	_____	_____
<b>Trade: 23 Electric</b>					
8017	<b>ENERGY STAR CEILING FAN LIGHT FIXTURE--GCI</b> Install an ENERGY STAR® approved 42- 52 inch white ceiling fan switched at the room entrance. Include fan mounting box if necessary. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
<b>Bidder:</b> _____					<b>Location Total:</b> _____

Location: 6 - Main Floor Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10 Carpentry</b>					
3820	<b>TOWEL SET-- 3-PIECE CHROME</b> Install a chrome plated steel bath set comprised of a soap dish, 24" towel bar and toilet paper holder.	1.00	EA	_____	_____
3832	<b>BATH MIRROR</b> Install beveled edge mirror sized at the width of vanity by 36" high.	1.00	SF	_____	_____
<b>Trade: 22 Plumbing</b>					
6901	<b>VANITY--30" COMPLETE</b> Install a 30" vanity complete with plywood cabinet, cultured marble top, Delta, single handle brushed stainless steel finish (like model #B510LF-SS or approved equivalent), supply risers, shut-off valves and all required waste connectors to complete the installation.	1.00	EA	_____	_____
7010	<b>COMMODE--REPLACE--1.6 GPF--GCI</b> Install a 2 piece, close coupled, white, vitreous china, commode with a maximum water usage per flush of 1.6 Gallons. Include plastic or pressed wood white seat, supply pipe, shut-off valve, flap valve and wax seal. Toilet should be Mansfield Model 135 elongated bowl (or approved equivalent)	1.00	EA	_____	_____
<b>Bidder:</b> _____					<b>Location Total:</b> _____

Address: 615 Marquette Street

Unit: Unit 01

Location: 7 - Main Floor Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 17 Drywall & Plaster

5210	<b>DRYWALL--PATCH</b> Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint. Patch drywall on wall by door, tape and mud crack in ceiling.	2.00	EA	_____	_____
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Trade: 19 Paint & Wallpaper

5565	<b>PREP &amp; PAINT VACANT ROOM</b> Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sandpaper. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Include any closets. Ceiling will be flat white, trim will be semi-gloss white, and wall color will be determined later.	1.00	RM	_____	_____
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Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 8 - Stairs

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 23 Electric

7730	<b>LIGHT FIXTURE--REPLACE</b> Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$50 allowance for fixture. Owner will pick fixture. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
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Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 9 - Master Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

3345	<b>DOOR-6 PANEL INT, HOLLOW CORE</b> Install 6 panel , hollow core, masonite door on existing jamb. Include privacy lockset and 2 butt hinges.	1.00	EA	_____	_____
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Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 10 - Upstairs Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 22 Plumbing

Address: 615 Marquette Street

Unit: Unit 01

Location: 10 - Upstairs Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 22 Plumbing</b>					
7010	<b>COMMODE--REPLACE--1.6 GPF--GCI</b> Install a 2 piece, close coupled, white, vitreous china, commode with a maximum water usage per flush of 1.6 Gallons. Include plastic or pressed wood white seat, supply pipe, shut-off valve, flap valve and wax seal. Toilet should be Mansfield Model 135 elongated bowl (or approved equivalent)	1.00	EA	_____	_____

Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 11 - Front Upstairs Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 23 Electric</b>					
8017	<b>ENERGY STAR CEILING FAN LIGHT FIXTURE--GCI</b> Install an ENERGY STAR® approved 42- 52 inch white ceiling fan switched at the room entrance. Include fan mounting box if necessary. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____

Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 12 - Basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 10 Carpentry</b>					
2795	<b>WINDOW REPAIR</b> Replace double glazed thermal insulated glass in broken window with like glass.	1.00	EA	_____	_____
<b>Trade: 21 HVAC</b>					
6041	<b>FURNACE 95+ GAS - REPLACE</b> Size furnace to the living unit considering any areas which may be added or subtracted from the plan. Remove existing furnace and dispose of all other materials in a code legal dump. FURNACE: install a 95+ gas fired forced air furnace with minimum AFUE rating of 95% on 2" patio block to existing duct work & gas line. New furnace to be vented with PVC piping per manufacturer's specifications. New furnace will have minimum limited warranties of: 20 years on heat exchangers; 5 years on parts. Include auto set back thermostat controls, vent pipe & new shut-off valve. Rework cold air return if necessary to ensure easy access, good fit & easy replacement of air filter. An exterior return air filter box shall be installed on one side, both sides, or bottom of new furnace. Seal all exposed duct joints as a part of this item with Duct Mastic. Remove all existing cloth duct tape prior to installing mastic.	1.00	EA	_____	_____

Address: 615 Marquette Street

Unit: Unit 01

Location: 12 - Basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 21 HVAC

Replace missing or damaged ductwork. Include new plenum.

6180	<b>A/C CENTRAL UNIT</b> Submit manuf's cut sheet & cooling load calcs to owner min 15 working days prior to installation. Install central A/C system w/ min EER of13 including condensing unit, A type coil, control & power wiring, insulated freon lines, plenums, ext pad & connections to create a product capable of 72 F interior when ext is 86 F at 95% humidity. Provide owner w/factory warranty, manual & 1-yr contractors warranty. Do not install condenser until house is sold and closing date is set.	1.00	EA	_____	_____
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Trade: 22 Plumbing

7070	<b>WATER HEATER--40 GALLON GAS</b> Install a 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.	1.00	EA	_____	_____
7115	<b>LAUNDRY TUB AND FAUCET - REPLACE</b> Remove existing sink to code legal dump. Install single bowl, 24" fiberglass laundry tray to fit under faucet. Include standard 2 handle chrome laundry faucet. Hook up waste line.	1.00	EA	_____	_____

Trade: 23 Electric

7680	<b>INSTALL 5 BASEMENT LIGHTS AND SWITCH</b> Remove old light fixtures. Install 5 keyless single bulb fixtures (\$5 allowance) spaced evenly in basement. Run wire to new switch located on the latch side of basement door Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
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Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 13 - Front Porch

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

3465	<b>PAINT CEILING AND INSTALL COVE MOULDING</b> Prep and paint bead board ceiling. Spot prime prior to painting. Install 2" cove moulding around perimeter of ceiling. Paint to match ceiling.	200.00	SF	_____	_____
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Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Location: 14 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Address: 615 Marquette Street

Unit: Unit 01

Location: 14 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
<b>Trade: 4 Site Work</b>					
475	<b>LANDSCAPING ALLOWANCE</b> Remove any trees within 5' of foundation. Trim tree branches away from house. Edge driveway and sidewalk. Plant 4 perennial shrubs by front porch (Land bank to pick \$50 allowance each)	500.00	AL	_____	_____

<b>Trade: 10 Carpentry</b>					
2675	<b>SIDING--ALUMINUM REPAIR</b> Secure aluminum siding and replace missing or damaged siding, matching existing as closely as possible. Use pop rivets, if needed. Replace corners where missing.	25.00	SF	_____	_____

Bidder: \_\_\_\_\_

Location Total: \_\_\_\_\_

Unit Total for 615 Marquette Street, Unit Unit 01: \_\_\_\_\_

Address Grand Total for 615 Marquette Street: \_\_\_\_\_

## Applicability

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

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

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

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

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

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

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

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

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

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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

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

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

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

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

#### **4. Apprentices and Trainees.**

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

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

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

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

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

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

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

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

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

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-



graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

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

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

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

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

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

**EQUAL OPPORTUNITY CLAUSE  
(EXECUTIVE ORDER 11246)**

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

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."