**Table of Contents**

1. Specifications Title Page
2. Advertisement for Bids
3. Information for Bidders
4. Bid Bond Form
5. Bid for Unit Price Contracts
6. Bid for Lump Sum Contracts
7. Certificate from Contractor/Subcontractor Designating Officer or Employee to Supervise Payment of Employees
8. Certification of Bidder Regarding Equal Employment Opportunity
9. Certification of Bidder Regarding Section 3 and Segregated Facilities
10. Contractor Section 3 Plan Format (if bid equals or exceeds $10,000)
11. Certification by Proposed Subcontractor Regarding Equal Employment Opportunity
12. Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities
13. Contract Form
14. Bonding and Insurance Requirements
15. Payment Bond
16. Performance Bond
17. Notice of Award
18. Notice to Proceed
19. Notice of Start of Construction
20. Notice of Start of Demolition
21. Change Order
22. Final Summary Change Order
23. Certification by Owner
24. Certificate of Owner’s Attorney
25. Final Inspection Certification
26. Beason-Hammon/E-Verify Certification
27. General Conditions
28. Supplemental General Conditions
29. As-Built Certification Form

Exhibit IV-1(a)

1.

SPECIFCATIONS

Description of Project Location (Recipient) List of Contracts

Grant No.

Name and address of consultant, or if prepared by recipient staff,

the name of the office to be contacted for information pertaining to the project

2.

# ADVERTISEMENT FOR BIDS

Project No.

(Owner)

Separate sealed bids for will be received by

at the office of

Until o’clock (A.M. – P.M., S.T. D.S.T) 20 , and then at said office publicly opened and read aloud.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications, and Form of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the following location:

Copies may be obtained at the office of located at

upon payment of $ for each set. [Said cost represents the cost of printing, reproduction, handling and distribution therefore, no refund will be issued. – or – Any unsuccessful bidder, upon returning such set promptly and in good condition, will be refunded their payment, and any non-bidder upon so returning such a set will be refunded $ .]

The owner reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit, with its bid, security in the amount of, form of and subject to the conditions provided in the Information for Bidders.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246.

No bidder may withdraw its bid within thirty (30) days after the actual date of the opening thereof.

**A Pre-bid Meeting will be held on \_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Bidder’s attendance is not required**

**but encouraged.**

(Date)

3.

# INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

The (herein called the “Owner”), invites bids of the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of

until o’clock A.M./P.M., EST/CST/DST, , 20 , and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed,

addressed to at and designated as bid for

.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 30 days after the actual date of the opening thereof.

1. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1; and Certification of Bidder Regarding Section 3 and Segregated Facilities. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded my mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

1. Subcontracts: The bidder is specifically advised that any person or other party to whom it is proposed to award a subcontract under this contract:
   1. Must be acceptable to the Owner.
   2. Must submit Form 950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity; and Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

1. Telegraphic Modification: Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If

written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

1. Method of Bidding: The Owner invites the following bid type(s): [Unit Price / Lump Sum] Contracts
2. Qualifications of Bidder: The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
3. Bid Security: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the Bid Bond Form attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid, not to exceed $10,000. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
4. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal the security deposited with his/her bid.
5. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in the written “Notice to Proceed” of the Owner and to fully complete the project within consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages the sum of

$ for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

1. Conditions of Work: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
2. Addenda and Interpretations: No interpretation of the meaning of the plans, specification or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to at , and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
3. Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
4. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
5. Notice of Special Conditions: Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
   1. Inspection and testing of materials.
   2. Insurance requirements.
   3. Wage rates.
   4. Stated allowances.
6. Laws and Regulations: The bidder’s attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
7. Method of Award – Lowest Qualified Bidder: If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.
8. Obligation of Bidder: At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
9. Safety Standards and Accident Prevention: With respect to all work performed under this contract, the contractor shall:
   1. Comply with the safety standards provisions of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction” published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the “Federal Register”, Volume 36, No. 75, Saturday, April 17, 1971.
   2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
   3. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor’s care.
10. State of Alabama Licensing Requirements: In order for his/her bid to be received and considered, the bidder must comply with the applicable State law regarding contractor licensing requirements. Selected excerpts from the State law are presented below:

34-8-6 Prohibited Acts: Penalties

Any person, firm or corporation not being duly authorized who shall engage in the business of general contracting in this state, except as provided for in this chapter, and any person, firm or corporation presenting

or attempting to file as its own the license certificate of another, or who shall give false or forged evidence of any kind to the board, or to any member thereof, in obtaining a certificate of license, or who falsely shall impersonate another, or who shall use an expired or revoked certificate of license, and any person including an owner, architect or engineer who receives or considers a bid from any one not properly licensed under this chapter, shall be deemed guilty of a misdemeanor and shall for each offense of which he is convicted be punished by a fine of not less than $500.00 or imprisonment of six months, or both fine and imprisonment, in the discretion of the court.

The submission of the contractor's current license number before considering the bid shall be sufficient evidence to relieve the owner, architect, engineer of awarding authority of any liability under this chapter.

* + 1. Copy of Chapter to be Included in Plans or Architects and Engineers:

All architects and engineers preparing plans and specifications for work to be contracted in the State of Alabama shall include in their invitations to bidders and their specifications a copy of this chapter or such portions thereof as are deemed necessary to convey to the invited bidder, whether they are a resident or nonresident of this state and whether a license has been issued to him or not, the information that it will be necessary for him to show evidence of license before its bid is considered. (Acts 1935, No. 297, p. 721; Code 1940, T.46 Section 79; Acts 1959, No. 571, p. 1429.)

NAME OF COMPANY:

ADDRESS OF COMPANY:

COMPANY TELEPHONE NO:

COMPANY CONTACT PERSON:

CONTRACTOR’S CURRENT LICENSE NO:

ISSUING AGENCY: STATE OF EXPIRATION DATE:

BID LIMIT: CLASSIFICATION:

4.

# BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as Principal, and

as Surety, are hereby held and firmly bound unto

as owner in the penal sum of for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed, this day of \_, 20 .

The condition of the above obligation is such that whereas the Principal has submitted to

a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the

NOW, THEREFORE,

* + - 1. If said Bid shall be rejected, or in the alternate.
      2. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(L.S.)

Principal

SEAL

Surety

By:

5.

# BID FOR UNIT PRICE CONTRACTS

Place

Date

Project No.

Proposal of (hereinafter called “Bidder”) doing business as [a corporation\*], organized and existing under the laws of the State of . To the

(hereinafter called “Owner”). Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified, written “Notice to Proceed” of the Owner, and to fully complete the project within consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $

for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

\* - Insert corporation, partnership or individual as applicable

Bidder agrees to perform all the work described in the specification and shown on the plans, for the following unit prices:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Item No | Description | Est Qty | Unit Price (Each) | Total |
| 1 |  |  | Dollars & Cents | Dollars & Cents |
|  |  |  | ($ ) | ($ ) |
| 2 |  |  | Dollars & Cents | Dollars & Cents |
|  |  |  | ($ ) | ($ ) |
| 3 |  |  | Dollars & Cents | Dollars & Cents |
|  |  |  | ($ ) | ($ ) |
|  |  |  | Total of Bid | Dollars & Cents |
|  |  |  |  | ($ ) |

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.) The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance,

etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of ($ ) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses the Owner caused there.

Respectfully submitted:

By

(Signature)

(Title)

(SEAL – if bid is by

a corporation)

(Business Address & Zip Code)

6.

# BID FOR LUMP SUM CONTRACTS

Place

Date

Project No.

Proposal of (hereinafter called “Bidder”) doing business as [a corporation\*], organized and existing under the laws of the State of . To the

(hereinafter called “Owner”). Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified, written “Notice to Proceed” of the Owner, and to fully complete the project within consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $

for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum:

BASE PROPOSAL: Bidder agrees to perform all of the work described in the specifications and shown on the plans for the sum of ($ ).

\* - Insert corporation, partnership or individual as applicable

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.) ALTERNATE PROPOSALS:

Alternate No. 1:

Deduct the sum of ($ ) Alternate No. 2:

Deduct the sum of ($ ) Alternate No. 3:

UNIT PRICES:

For changing quantities of work items from those indicted by the contract drawings upon written instructions from the architect/engineer, the following unit prices shall prevail:

1. $

2. $

3. $

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with paragraph 17(a) of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions.

The bid security attached in the sum of ($ \_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By

(Signature)

(SEAL – if bid is by (Title)

a corporation)

(Business Address & Zip Code)

7.

# CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR DESIGNATING OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES

Project Name:

Date:

Location: Project No:

(I / We) hereby certify that (I am / we are) (the prime contractor / a subcontractor) for

(Specify “General Construction”, “Plumbing”, “Roofing”, etc.)

in connection with construction of the above mentioned CDBG Project, and that (I / we) have appointed

, whose signature appears below, to supervise the payment of (my / our) employees beginning , 20 . That he/she is in a position to have full knowledge of the facts set forth in the payroll documents and in the Statement of Compliance required by the so-called Kick-Back Statute which he/she is to execute with (my / our) full authority and approval until such time as (I / we) submit to the

a new certificate appointing some other person for the purposes herein above stated.

(Name of Grantee)

(Signature of Appointee) (Name of Firm or Corporation) List with signatures all owners, partners, and/or officers of the Corporation below:

(Signature) (Title)

(Signature) (Title)

(Signature) (Title)

Note: This certificate must be executed by authorized officers of the corporation and/or by members of the partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes the Statement of Compliance required by the Kick-Back Stature. A new designation is not necessary as long as the person signing the Statement of compliance is an owner, partner or officer of the Corporation whose signature appears above.

8.

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER:

Name and Address of Bidder (include zip code):

* + - * 1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity clause.

Yes ☐ No

* + - * 1. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes ☐ No

* + - * 1. Bidder has filed all compliance reports due (Date) under applicable instructions, including Monthly Employment Utilization Report (257).

Yes ☐ No ☐ None Required

* + - * 1. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes ☐ No

Name and Title of Signer (please print or type)

Signature Date

9.

# CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Prime Contractor

Project Name

Project Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds

$10,000).

1. No segregated facilities will be maintained.

Name and Title of Signer (please print or type)

Signature Date

10.

# CONTRACTOR SECTION 3 PLAN FORMAT (if bid equals or exceeds $10,000)

(Name of Contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of \_.

1. To ascertain from the locality’s CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the city/county the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
3. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

\*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

\*E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

1. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
2. To insure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
3. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
4. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
5. To list on Table A, information related to subcontracts to be awarded.
6. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

As officers and representatives of (Name of Contractor), we the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature Title Date

Signature Title Date

\*-Loan, grants, contracts and subsidies for less than $10,000 will be exempt

# CONTRACTOR SECTION 3 PLAN FORMAT (continued)

PROPOSED SUBCONTRACTS BREAKDOWN TABLE A

FOR THE PERIOD COVERING , 20 THROUGH , 20

(Duration of the CDBG-Assisted Project)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
| Type of Contract (Business or Profession) | Total Number of Contracts | Estimated Number Total Approximate Dollar Amount | Contracts to Project Area Businesses | Estimated Dollar Amount to Project Area Businesses |
|  |  |  |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |

\* The Project Area is coextensive with the City/County of ’s boundaries.

Company

Project Name Project Number

EEO Officer – Signature Date

# CONTRACTOR SECTION 3 PLAN FORMAT (continued)

ESTIMATED PROJECT WORKFORCE BREAKDOWN TABLE B

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 |
| Job Category | Total Estimate Position | No. of Positions Currently Occupied by Permanent Employees | No. of Positions Not Currently Occupied | No. of Positions to be Filled with \*L.I.P.A.R. |
| Officers/Supervisors |  |  |  |  |
| Professionals |  |  |  |  |
| Housing Sales/Rental Managements |  |  |  |  |
| Office/Clerical |  |  |  |  |
| Service Workers |  |  |  |  |
| Others |  |  |  |  |
| Trade: | | | | |
| Journeymen |  |  |  |  |
| Helper |  |  |  |  |
| Apprentices |  |  |  |  |
| Maximum No. of Trainees |  |  |  |  |
| Others |  |  |  |  |
| Trade: | | | | |
| Journeymen |  |  |  |  |
| Helper |  |  |  |  |
| Apprentices |  |  |  |  |
| Maximum No. of Trainees |  |  |  |  |
| Others |  |  |  |  |
| TOTAL |  |  |  |  |

\*- Lower Income Project Area Residents

Individuals residing in the City/County of whose family income does not exceed 90% of the mean median income of the SMSA.

Company

11.

# CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Name of Prime Contractor

Project Number INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR CERTIFICATION:

Name and Address of Subcontractor (include zip code):

* 1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.
     + Yes ☐ No
  2. Compliance reports were required to be filed in connection with such contract or subcontract.
     + Yes ☐ No
  3. Subcontractor has filed all compliance reports due (Date) under applicable instructions, including Monthly Employment Utilization Report (257).
     + Yes ☐ No ☐ None Required
  4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
     + Yes ☐ No

Name and Title of Signer (please print or type)

Signature Date

12.

# CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Project Name

Project Number

The undersigned hereby certifies that:

1. Section 3 provisions are included in the Contract.
2. A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds

$10,000).

1. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (please print or type)

Signature Date

13.

# CONTRACT FORM

THIS AGREEMENT, made this day of , 20 , by and between the (Name of City/Town) herein called “Owner,” acting herein through its (Title of Authorized Official), and (Name of Contracting Company) doing business as [a corporation\*] hereinafter called “Contractor.”

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows: for the sum of Dollars ($ ); and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (it’s or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by \_; and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written “Notice to Proceed” by the Owner and to fully complete the project within consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of $ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, Payments to Contractor,” of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(SEAL)

ATTEST: (Owner)

By (Administrative Assistant) (Signature of Authorized Official)

(Witness) (Title of Authorized Official)

(SEAL)

ATTEST: (Contractor)

By (Administrative Assistant) (Signature of Contractor)

(Witness) (Title of Contractor)

NOTE: Administrative Assistant of the Owner should attest. If a Contractor is a corporation, Administrative Assistant should attest.

14.

# BONDING AND INSURANCE REQUIREMENTS

The Common Rule

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction or facility improvement shall follow its own requirements relating to bid guarantees, performance bonds and payment bonds, except for contracts or subcontracts exceeding $100,000. For contracts or subcontracts exceeding

$100,000, the Federal agency must make a determination that the Government’s interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Reference 41-16-50 through 41-16-63 of the Code of Alabama of 1975, as amended through the 1981 Regular Session; OMB Circular A-102, Attachment B.

At a minimum a local unit of government or any subdivision thereof receiving a grant from the state/federal government will be required to cause to be furnished the following:

**Bid Bonds**: All bidders must furnish a bid bond on any contract exceeding $10,000 and may be required on amounts less than $10,000 at the discretion of the locality; provided that bonding is available for such services, equipment or materials. The amount of such bond shall be specified in the advertisement for bids except that on contracts exceeding $100,000 the bid bond shall not be less than five percent of the bid price. See additional requirement for PUBLIC WORKS CONTRACTS.

The bid bond shall consist of a “guarantee” such as a bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

**Performance Bonds**: All bidders may be required to furnish a performance bond on any contract. The amount of such bond shall be specified in the advertisement for bids except that on contracts exceeding $100,000 such bond shall be not less than 100 percent of the contract price. See additional requirement for PUBLIC WORKS CONTRACTS.

A performance bond is one executed in connection with a contract to secure fulfillment of all of the contractor’s obligations under such contract.

**Payment Bond or Surety Bond**: All bidders may be required to furnish a surety or payment bond on any contract. The amount of such bond shall be specified in the advertisement for bids except that on contracts exceeding $100,000 such bond shall be not less than 100 percent of the contract price. See additional requirements for PUBLIC WORKS CONTRACTS.

A payment bond or surety bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Reference 39-1-1 in its entirety, Code of Alabama of 1982 as amended through the 1981 Regular Session.

**Public Works Contracts — For Contracts of $5,000 to $99,999**: While the foregoing information is applicable on all contracts in the minimums and maximums as specified, there are special requirements for contracts on public works setting certain constraints within those minimums and maximums.

**Performance Bonds and Surety or Payment Bonds**: Any person, firm or corporation entering into a contract with any county or municipal corporation or subdivision thereof for repair, construction or prosecution of any public buildings or public work, highways, or bridges shall be required, before commencing such work, to execute a performance bond for not less than 100 percent of the contract price, and in addition thereto.

A payment bond with good and sufficient surety is also required, payable to the county or Municipal Corporation or subdivisions letting the contract, in an amount not less than 50 percent of the contract price. The contractor or contractors shall be obligated to promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such contract and for the payment of reasonable attorney’s fees incurred by successful claimants or plaintiffs in civil actions on said bond.

The contractor, immediately after the completion of the contract, shall give notice of the completion by publishing the notice for a minimum of three weeks using one or more of the following methods:

a. In a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.

b. On a website that is maintained by a newspaper of general circulation in the county or counties in which the work, or some portion thereof, has been done.

c. On a website used by the awarding authority for publishing notices.

In no instance shall a final settlement be made upon the contract until the expiration of thirty (30) days after completion of the notice.

Proof of publication shall be made by the contractor to the contracting authority by affidavit of the publisher and a printed copy of the notice published. If there is no newspaper published in the county where the work is done, the notice may be given by posting at the courthouse for thirty (30) days, and proof of same shall be made by the probate judge or sheriff and the contractor.

**Bid Bonds**: All bidders shall furnish a bid bond in an amount not less than five (5) percent of the bid price.

15.

# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

a , (Address of Contractor) (Corporation, Partnership or Individual)

herein called Principal, and

(Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

hereinafter called OWNER, in the penal sum of (Address of Owner)

and /100 Dollars ($ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by the presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the day of , 20 \_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon amendment to the Contract, not increasing the Contract price more than 20% so as to bind the Principal and the Surety the full faithful performance of the contract as amended.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder of the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the day of , 20 .

(SEAL)

ATTEST: (Principal)

By (Principal Administrative Assistant) (Signature of Authorized Official)

(Witness as to Principal) (Address)

(Address)

(SEAL)

ATTEST: (Surety)

By (Witness as to Surety) (Signature of Attorney-in-Fact)

(Address) (Address)

NOTE: Date of BOND must not be prior to the date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

16.

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

a , (Address of Contractor) (Corporation, Partnership or Individual)

herein called Principal, and

(Name and Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

hereinafter called OWNER, in the penal sum of (Address of Owner)

and /100 Dollars ($ ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by the presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the day of , 20 \_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if they shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

It is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon amendment to the Contract, not increasing the Contract price more than 20% so as to bind the Principal and the Surety the full faithful performance of the contract as amended.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder of the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the day of , 20 .

(SEAL)

ATTEST: (Principal)

By (Principal Administrative Assistant) (Signature of Authorized Official)

(Witness as to Principal) (Address)

(Address)

(SEAL)

ATTEST: (Surety)

By (Witness as to Surety) (Signature of Attorney-in-Fact)

(Address) (Address)

NOTE: Date of BOND must not be prior to the date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

17.

# NOTICE OF AWARD

TO:

PROJECT Description:

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated , 20 , and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of

and /100 Dollars, ($ ).

You are required by the Information of Bidders to execute the Agreement and furnish the required CONTRACTOR’S Performance BOND, Payment BOND and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish and BONDS within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER. Dated this day of , 20 .

(Owner)

(Signature of Owner)

(Title of Owner)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_, this the

day of \_, 20 . By:

Title:

18.

# NOTICE TO PROCEED

TO:

Date:

Project:

You are hereby notified to commence WORK in accordance with the Agreement dated , 20 , on or before , 20 , and you are to complete the WORK within consecutive calendar days thereafter. The date of completion of all WORK is therefore , 20 .

(Owner)

(Signature of Owner)

(Title of Owner)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by , this the

day of , 20 . By:

Title:

19.

**NOTICE OF START OF CONSTRUCTION**

TO: Alabama Department of Economic and Community Affairs

ATTENTION: CDBG Program Supervisor

FROM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Sub-recipient) (Project Number)

A bid opening was held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the contract for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date) (Project Name/Description)

was awarded to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_ in the amount of

(Name of Prime Contractor) (Date)

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Amount)

The debarred status of the prime contractor has been verified and the contractor is eligible to participate in federal

programs. The contractor will begin construction on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Construction will be completed by \_\_\_\_\_\_\_\_\_\_\_\_. (Date) (Date)

The applicable wage decision is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The applicable wage decision was

(Number)

checked ten (10) days prior to the bid opening. There will be a total of \_\_\_\_\_\_\_\_\_\_\_ prime contractor(s) on this project.

(Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Mayor/Chairman)

Reminder: This form should be submitted to the State within ten (10) days of the full execution of the prime construction contract(s) along with a copy of the applicable wage decision.

20.

**NOTICE OF START OF DEMOLITION**

TO: Alabama Department of Economic and Community Affairs

ATTENTION: CDBG Program Supervisor

FROM: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Sub-recipient) (Project Number)

A bid opening was held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the contract for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date) (Project Name/Description)

was awarded to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_\_ in the amount of

(Name of Prime Contractor) (Date)

$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Amount)

The debarred status of the prime contractor has been verified and the contractor is eligible to participate in federal

programs. The contractor will begin demolition on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Demolition will be completed by \_\_\_\_\_\_\_\_\_\_\_\_. (Date) (Date)

There will be a total of \_\_\_\_\_\_\_\_\_\_\_ prime contractor(s) on this project.

(Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature of Mayor/Chairman)

Reminder: This form should be submitted to ADECA within ten (10) days of the full execution of the prime demolition contract(s).

21.

# CHANGE ORDER

Change Order No:

Date:

Agreement Date:

PROJECT #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER:

CONTRACTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Original CONTRACT AMOUNT: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current CONTRACT AMOUNT (including previous CHANGE ORDER(s), if any): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This CHANGE ORDER will (increase) (decrease) the AMOUNT by: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The new CONTRACT AMOUNT including this CHANGE ORDER will be $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by calendar days. The date for completion of all WORK will be (Date).

Approvals Required:

To be effective this CHANGE ORDER must be approved by the Federal/State Agency if it changes the scope or objective of the PROJECT, or as may otherwise by required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by (Contractor):

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recommended by (Engineer):

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accepted by (Owner): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# 22.

# FINAL SUMMARY CHANGE ORDER

Change Order No: \_\_\_\_\_\_FINAL\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:

Agreement Date:

PROJECT #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER:

CONTRACTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Original CONTRACT AMOUNT: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SUMMARY of previous CHANGE ORDER(S) (if any):

CO 1: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CO 2: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current CONTRACT AMOUNT (including previous CHANGE ORDER(s), if any): $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The FINAL SUMMARY CHANGE ORDER will (increase) (decrease) the AMOUNT by: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FINAL CONTRACT AMOUNT: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by calendar days. The date for completion of all WORK will be (Date).

Approvals Required:

To be effective this CHANGE ORDER must be approved by the Federal/State Agency if it changes the scope or objective of the PROJECT, or as may otherwise by required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by (Contractor):

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recommended by (Engineer):

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accepted by (Owner): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

23.

# CERTIFICATION BY OWNER

I, the undersigned, , the duly authorized and acting official representative of the

, do hereby certify as follows:

This contract is let in compliance with the provisions of Title 39, Code of Alabama (1975, as amended), and all other applicable provisions of law.

Signature

Title

Date

24.

# CERIFICATE OF OWNER’S ATTORNEY

I, the undersigned, , the duly authorized and acting legal representative of , do hereby certify as follow:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature

Date

# 25.

# FINAL INSPECTION CERTIFICATION

I CERTIFY that I have inspected the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s Project Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Subrecipient) (Project Number)

and it has been completed in accordance with the Drawings and Specifications or other descriptive material.

Appropriate State approval has been given \_, and the Builder’s Warranty date is established

(Date of Approval)

as .

(Date)

(Contractor’s Signature) (Date)

(Project Engineer’s/Architect’s Signature) (Date)

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builder’s Warranty.

(Mayor’s/Chairman’s Signature) (Date)

NOTE: This form is to be executed prior to running the Notice of Completion advertisement or holding the Close Out Public Hearing.

This form must be submitted with the final draw for engineering/architectural and/or the drawdown for final payment for construction.

In addition to the Final Inspection Certification, the final 2516 form and the final 6002 (Section 3) form must be submitted. For projects not requiring the Final Inspection Certification, the 2516 and 60002 will still be required.

# ADECA will not process drawdown requests for final payment for the primary activity without the 2516 and 60002

**forms.**

26.

# BEASON-HAMMON/E-VERIFY CERTIFICATION

GENERAL:

1. Bidders hereby reminded that they are required to comply with requirements of Alabama Immigration Law, Act 2011-535 (also referred to as the “Beason-Hammon Alabama Taxpayer and Citizen Protection Act”, or

H.B. 658), as amended by Act No. 2012-491, including in part and effective January 1, 2012, enrollment in the E-Verify Program of the United States Department of Homeland Security:

1. Contractor’s signed “E-Verify Memorandum of Understanding” will be required to be attached to any Contract awarded.
2. General Contractors and Subcontractors shall be enrolled in, participate in and maintain compliance for the duration of this contract, and as otherwise required by statute.
3. The following statement shall and will be included in the Contract for Construction:

# “By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

1. Additional information and Guidance is available at the following websites:
   1. E-Verify portal maintained by State of Alabama: [http://immigration.alabama.gov](http://immigration.alabama.gov/)
   2. Alabama Office of the Attorney General Website: <http://www.ago.alabama.gov/Page-Immigration>
   3. Alabama Building Commission: [http://www.bc.state.al.us/PDFs/Bulletins/GuidanceonAct2012-491-](http://www.bc.state.al.us/PDFs/Bulletins/GuidanceonAct2012-491-DatedMay-29-2012.pdf)  [DatedMay-29-2012.pdf](http://www.bc.state.al.us/PDFs/Bulletins/GuidanceonAct2012-491-DatedMay-29-2012.pdf)
   4. U.S. Department of Homeland Security, E-Verify: <http://www.dhs.gov/E-Verify>



**Company ID Number:**

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING

**FOR EMPLOYERS**

**ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the

(Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C.

§ 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

# ARTICLE II RESPONSIBILITIES

1. **RESPONSIBILITIES OF THE EMPLOYER**
   1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
      1. Notice of E-Verify Participation
      2. Notice of Right to Work
   2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
   3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



**Company ID Number:**

* 1. The Employer agrees to become familiar with and comply with the most recent version of the E- Verify User Manual.
  2. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
     1. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  3. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
     1. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
     2. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee’s Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

* 1. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  2. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
     1. The following modified requirements are the only exceptions to an Employer’s obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



**Company ID Number:**

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

* + 1. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
  1. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
  2. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
  3. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
  4. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
  5. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee’s perceived employment eligibility status



**Company ID Number:**

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal

contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee’s employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464- 4218 (customer service) or 1-888-897-7781 (worker hotline).

* 1. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound “foreign” or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
  2. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
  3. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov.](mailto:E-Verify@dhs.gov) Please use “Privacy Incident – Password” in the subject line of your email when sending a breach report to E-Verify.
  4. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5

U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

* 1. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



**Company ID Number:**

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer’s use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

* 1. The Employer shall not make any false or unauthorized claims or references about its participation in E- Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
  2. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
  3. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 (W eb)](http://www.uscis.gov/USCIS/Verification/E-Verify/everifytrademark.pdf)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer’s services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
  4. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

# RESPONSIBILITIES OF FEDERAL CONTRACTORS

* 1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
  2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
     1. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.



**Company ID Number:**

* + 1. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    2. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
    3. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

* + 1. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
       1. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
       2. The employee’s work authorization has not expired, and
       3. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee’s Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
    2. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
       1. The Employer cannot determine that Form I-9 complies with Article II.A.6,
       2. The employee’s basis for work authorization as attested in Section 1 has expired or changed, or
       3. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



**Company ID Number:**

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

* + 1. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
  1. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer’s compliance with Federal contracting requirements.

# RESPONSIBILITIES OF SSA

* 1. SSA agrees to allow DHS to compare data provided by the Employer against SSA’s database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA’s database.
  2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
  3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
  4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

# RESPONSIBILITIES OF DHS

* 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
     1. Automated verification checks on alien employees by electronic means, and



**Company ID Number:**

* + 1. Photo verification checks (when available) on employees.
  1. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
  2. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an

E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

* 1. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E- Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
  2. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in

E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division,

U.S. Department of Justice.

* 1. DHS agrees to issue each of the Employer’s E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
  2. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
  3. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
  4. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

# ARTICLE III

**REFERRAL OF INDIVIDUALS TO SSA AND DHS**

1. **REFERRAL TO SSA**
   1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify

Page 8 of 17 E-Verify MOU for Employers | Revision Date 06/01/13



**Company ID Number:**

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

* 1. The Employer agrees to obtain the employee’s response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
  2. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
  3. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
  4. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
  5. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

# REFERRAL TO DHS

* 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
  2. The Employer agrees to obtain the employee’s response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
  3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
  4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Page 9 of 17 E-Verify MOU for Employers | Revision Date 06/01/13



**Company ID Number:**

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

* 1. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
  2. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee’s Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
     1. Scanning and uploading the document, or
     2. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
  3. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee’s documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
  4. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
  5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

# NO SERVICE FEES

**ARTICLE IV SERVICE PROVISIONS**

* 1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

# MODIFICATION

**ARTICLE V MODIFICATION AND TERMINATION**

* + - 1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
      2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



**Company ID Number:**

# TERMINATION

* + - 1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
      2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer’s participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer’s business.
      3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
      4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

# ARTICLE VI PARTIES

* + - * 1. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
        2. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
        3. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
        4. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
        5. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



**Company ID Number:**

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

* + - * 1. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or;

(2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

* + - * 1. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

# To be accepted as an E-Verify participant, you should only sign the Employer’s Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



**Company ID Number:**

**Approved by:**

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| --- | --- |
| **Employer** | |
| Name (Please Type or Print) | Title |
| Signature | Date |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print) | Title |
| Signature | Date |



**Company ID Number:**

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| **Information Required for the E-Verify Program**  **Information relating to your Company:** | |
| Company Name |  |
| Company Facility Address |  |
| Company Alternate Address |  |
| County or Parish |  |
| Employer Identification Number |  |
| North American Industry Classification Systems Code |  |
| Parent Company |  |
| Number of Employees |  |
| Number of Sites Verified for |  |



**Company ID Number:**

# Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

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Page 16 of 17 E-Verify MOU for Employers | Revision Date 06/01/13



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Page 17 of 17 E-Verify MOU for Employers | Revision Date 06/01/13

State of \_ )

County of )

**CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT**

(ACT 2011-535, as amended by ACT 2012-491) DATE:

RE Contract/Grant/Incentive (describe by number or subject):

\_ by and between

\_ (Contractor/Grantee) and

\_ (State Agency, Department or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

The undersigned holds the position of with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as “the Act.”

Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee’s business structure.

BUSINESS ENTITIY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.

Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

\_ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.

\_ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ and unauthorized alien within the State of Alabama;

The Contractor/Grantee is enrolled in the E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this \_ day of , 20 \_\_.

Name of Contractor/Grantee/Recipient

By:

Its

The above Certification was signed in my presence by the person whose name appears above, on this day of , 20 .

WITNESS:

Printed Name of Witness

# 27.

# GENERAL CONDITIONS

Table of Contents

|  |  |  |
| --- | --- | --- |
| 1. | Contract and Contract Documents | 49. Photographs of the Project |
| 2. | Definitions | 50. Suspension of Work |
| 3. | Additional Instructions and Detail Drawings | 51. HUD 4010 Federal Labor Standards |
| 4. | Shop or Setting Drawings |  |
| 5. | Materials, Services and Facilities |  |
| 6. | Contractor’s Title to Materials |  |
| 7. | Inspection and Testing of Materials |  |
| 8. | “Or Equal” Clause |  |
| 9. | Patents |  |

1. Surveys, Permits and Regulations
2. Contractor’s Obligations
3. Weather Conditions
4. Protection of Work and Property - Emergency
5. Inspection
6. Reports, Records and Data
7. Superintendence by Contractor
8. Changes in Work
9. Extras
10. Time for Completion and Liquidated Damages
11. Correction of Work
12. Subsurface Conditions Found Different
13. Claims for Extra Cost
14. Right of Owner to Terminate Contract
15. Construction Schedule and Periodic Estimates
16. Payments to Contractor
17. Acceptance of Final Payment Constitutes Release
18. Payments by Contractor
19. Insurance
20. Contract Security
21. Additional or Substitute Bond
22. Assignments
23. Mutual Responsibility of Contractors
24. Separate Contracts
25. Subcontracting
26. Architect/Engineer’s Authority
27. Stated Allowances
28. Use of Premises and Removal of Debris
29. Quantities of Estimate
30. Lands and Rights-of-Way
31. General Guaranty
32. Conflicting Conditions
33. Notice and Service Thereof
34. Provisions Required by Law Deemed Inserted
35. Protection of Lives and Health
36. Subcontracts
37. Interest of Member of Congress
38. Other Prohibited Interests
39. Use Prior to Owner’s Acceptance

GENERAL CONDITIONS

Including Federal Labor Standards Provisions

1. **Contract and Contract Documents**: The project to be constructed and pursuant to this Contract will be financed with assistance from the Alabama Community Development Block Grant Program and is subject to all applicable laws.

The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions of Page 66, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

1. **Definitions:** The following terms as used in the contract are respectively defined as follows:
   1. “Contractor”: A person, firm or corporation with whom the contract is made by the Owner.
   2. “Subcontractor”: A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
   3. “Work on (at) the project”: Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.
2. **Additional Instructions and Detail Drawings:** The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.
3. **Shop or Setting Drawings**: The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

# Materials, Services and Facilities:

* 1. It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation,

superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

* 1. Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

1. **Contractor’s Title to Materials:** No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

# Inspection and Testing of Materials:

* 1. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the Contract.
  2. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

1. **“Or Equal” Clause:** Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers’ or vendors’ names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer’s written approval.

# Patents:

* 1. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
  2. License or Royalty Fees: License and/or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or its authorized licensee, direct by the Owner and not by or through the Contractor.
  3. If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or its Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

1. **Surveys, Permits and Regulations:** Unless otherwise expressly provided for in the specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of its contract.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

1. **Contractor’s Obligations:** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

1. **Weather Conditions:** In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause its Subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its work, such materials shall be removed and replaced at the expense of the Contractor.
2. **Protection of Work and Property – Emergency:** The Contractor shall at all times safely guard the Owner’s property from injury or loss in connection with this Contract. He shall at all times safely guard and protect its own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or its duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval. Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

1. **Inspection:** The authorized representatives and agents of the ADECA and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.
2. **Reports, Records and Data:** The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract. All records must be maintained not less than five (5) years from the conclusion of this project.
3. **Superintendence by Contractor:** At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor’s payroll.
4. **Changes in Work:** No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:
   1. Unit bid prices previously approved.
   2. An agreed lump sum.
   3. The actual cost of:
      1. Labor, including foremen.
      2. Materials entering permanently into the work.
      3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
      4. Power and consumable supplies for the operation of power equipment.
      5. Insurance
      6. Social security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit, and any other general expenses.

1. **Extras:** Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.
2. **Time for Completion and Liquidated Damages:** It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the “Notice to Proceed.”

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such

event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract, provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor’s reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

* 1. To any preference, priority or allocation order duly issued by the Government.
  2. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.
  3. To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

1. **Correction of Work:** All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at their own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.
2. **Subsurface Conditions Found Different:** Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.
3. **Claims for Extra Cost**: No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.
4. **Right of Owner to Terminate Contract:** In the event that any of the provisions of this Contract are violated by the Contractor, or by any of its Subcontractors, the Owner may serve written notice upon the Contractor and Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and its Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.
5. **Construction Schedule and Periodic Estimates**: Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

# Payment to Contractor:

* 1. Not later than the day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this contract, the Owner shall retain five percent (5%) of the amount of each estimate until fifty percent (50%) completion and acceptance of the work covered by this Contract; provided, that the Contractor shall submit its estimate not later than the day of the month; provided, further, that on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
  2. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration.
  3. All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.
  4. Owner’s Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner’s request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor’s unpaid compensation a sum of money deemed reasonably sufficient to pay any and all

such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or its Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

1. **Acceptance of Final Payment Constitutes Release:** The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or its Sureties from any obligations under this Contract or the performance ***and*** payment bond.
2. **Payments by Contractor:** The Contractor shall pay:
   1. For all transportation and utility services not later than the day of the calendar month following that in which services are rendered,
   2. For all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and
   3. To each of its Subcontractors, not later than the day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by its Subcontractors to the extent of each Subcontractor’s interest therein.
3. **Insurance:** The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until the insurance required of the Subcontractor has been so obtained and approved.
   1. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen’s Compensation Insurance as required by applicable State or territorial law for all of its employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen’s Compensation Insurance for all of the latter’s employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor’s Workmen’s Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen’s Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer’s liability insurance for the protection of such of its employees as are not otherwise protected.
   2. Contractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this Contract Contractor’s Public Liability Insurance, Contractor’s Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.
   3. Subcontractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Subcontractor’s Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions specified in subparagraph (b) hereof, or (2) insure the activities of its policy, specified in subparagraph (b) hereof.
   4. Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Supplemental General Conditions.
   5. Builder’s Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner or Contractor (at the Owner’s option as indicated in the Supplemental General Conditions) is required to maintain Builder’s Risk Insurance (fire and extended coverage) on a 100 percent (100%) completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and Subcontractors as their interests may appear. The Contractor shall not include any costs for Builder’s Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from its obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and its Surety shall be obligated to full performance of the Contractor’s undertaking.
   6. Proof of Carriage of Insurance: The contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner.”
4. **Contract Security:** The Contractor shall furnish a performance bond in an amount at least equal to 100 percent (100%) of the contract prices as security for the faithful performance of this Contract and also a payment bond in an amount not less than 100 percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.
5. **Additional or Substitute Bond:** If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the performance or payment bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.
6. **Assignments:** The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.
7. **Mutual Responsibilities of Contractors:** If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.
8. **Separate Contracts:** The Contractor shall coordinate its operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including its Subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress of defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with its own work.

# Subcontracting:

* 1. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices are performed by specialty Subcontractors.
  2. The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require.
  3. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
  4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
  5. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

1. **Architect/Engineer’s Authority:** The Architect/Engineer shall give all orders and directions contemplated under this Contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer’s estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract and specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

1. **Stated Allowances:** The Contractor shall include in its proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the “Allowed Materials” as directed by the Owner on the basis of the lowest and best bid of at least three (3) competitive bids. If the actual price for purchasing the “Allowed Materials” is more or less than the “Cash Allowance,” the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the “Allowed Materials” shall be included in the applicable sections of the Contract Specifications covering this work.
2. **Use of Premises and Removal of Debris:** The contractor expressly undertakes at its own expense:
   1. To take every precaution against injuries to persons or damage to property.
   2. To store its apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of any other Contractors.
   3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
   4. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
   5. Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from its operations, and to put the site in a neat, orderly condition.
   6. To affect all cutting, fitting or patching of its work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.
3. **Quantities of Estimate:** Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.
4. **Lands and Rights-of-Way:** Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this Contract.
5. **General Guaranty:** Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.
6. **Conflicting Conditions:** Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.
7. **Notice and Service Thereof:** Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at its last given address, or delivered in person to the said Contractor or its authorized representative on the work.
8. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
9. **Protection of Lives and Health:** “The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of its prosecution of the work. The safety provisions of applicable laws and building and construction codes, in additional to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined

in the Federal Register, Volume 36, No.75, Saturday, April 17, 1971. Title 29 — LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary.”

1. **Subcontracts:** The Contractor will insert in any subcontracts the Federal Labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
2. **Interest of Member of or Delegate of Congress:** No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
3. **Other Prohibited Interests:** No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.
4. **Use and Occupancy Prior to Acceptance by Owner:** The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:
   1. Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other Contract requirements.
   2. Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.

OR

* 1. When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

1. **Photographs of the Project:** If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.
2. **Suspension of Work:** Should the Owner by prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.
3. **FEDERAL LABOR STANDARDS PROVISIONS** U.S. Department of

Housing and Urban Development

Applicability

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

1. (i) **Minimum Wages**. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 Part 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 Part 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 therefore 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.
  4. As a prerequisite for approval of a helper classification, the helper classification must prevail in the area where the work is performed.

1. 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 Administration 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.)
2. 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.)
3. ) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (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.

1. 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 case equivalent thereof.
2. 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 asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
3. **Witholding.** 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 of 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 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, 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.
4. (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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, 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 or 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(1) (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.)

1. (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 Part 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, 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 1215-0149).
2. ) 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 Part 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.
3. 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 paragraph A.3.(ii)(b) of this section.
4. ) 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.
5. The contractor or subcontractor shall make the records required under paragraph A.3. (i) of this section 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 Page 5.12.
6. (i) **Apprentices and Trainees.** 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

1. ) 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.
2. ) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.
3. Helpers. The permissible ratio of helpers to journeymen on a project is up to two helpers for every three journeymen. If the helper classification is specified on a contract wage determination or is approved pursuant to the conformance procedure. To ensure that this ratio does not disrupt existing established local practices in areas where wage determinations have previously contained helper classifications without any limitation on the number permitted, DOL will consider requests for variances from the ratio limitation prior to bid opening on a contract. The variance request will be approved if supported by a showing that the Davis-Bacon wage determination in effect for the type of construction in the area before the effective date of the final helper regulations contained a helper classification, and that there was a practice in the area of utilizing such helpers in excess of the two-to-three ratio on projects to which the Davis-Bacon and Related Acts applied.
4. **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.
5. **Subcontracts**. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, 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 29 CFR Part 5.5.
6. **Contracts 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.
7. **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.
8. **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.

1. (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.
2. 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 of 29 CFR or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD program pursuant to 24 CFR Part 24.
3. ) 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.”

1. **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 its employer.
2. **Contract Work Hours and Safety Standards Act**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.
3. **Overtime requirements**. No contractor or subcontractor contracting for any part of the contract work which may require or involved 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 forty 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 forty hours in such workweek.
4. **Violation; liability for unpaid wages; liquidated damages**. In the event of any violation of the clause set forth in subparagraph (i) of this paragraph, the contractor and any subcontractor responsible therefore 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 (i) 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 forty hours without payment of the overtime wages required by the clause set forth in subparagraph (i) of this paragraph.
5. **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 monies payable on account or 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 (ii) of this paragraph.
6. **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (i) through (iv) 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 (i) through (iv) of this paragraph.

# Health and Safety.

1. No laborer of mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. ) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat.96).
3. ) The Contractor shall include the provisions of this Article 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.

28.

# SUPPLEMENTAL GENERAL CONDITIONS

Including Equal Opportunity Provisions

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Contractor’s and Subcontractor’s Public Liability, Vehicle Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Occupational Classifications and Minimum Hourly Wage Rates
7. Builder’s Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention
11. Wage Rate Determination(s)
12. **Enumeration of Plans, Specifications and Addenda:** Following are the Plans, Specification and Addenda which form a part of this Contract, as set forth in paragraph 1 of the General Conditions, “Contracts and Contract Documents”:

DRAWINGS:

General Construction: Nos.

Heating and Ventilating: Nos.

Plumbing: Nos.

Electrical: Nos.

Nos.

Nos.

SPECIFICATIONS:

General Construction: Page to \_, inclusive Heating and Ventilating: Page to \_, inclusive Plumbing: Page to \_, inclusive

Electrical: Page to \_, inclusive

Page to \_, inclusive

Page to \_, inclusive ADDENDA:

No.

Date

No.

Date

No.

Date

No.

Date

1. **Stated Allowances:** Pursuant to paragraph 36 of the General Conditions, the Contractor shall include the following cash allowances in their proposal:

|  |  |  |
| --- | --- | --- |
| a. | For (Page of Specifications) | $ |
| b.  c. | For (Page of Specifications)  For (Page of Specifications) | $  $ |
| d. | For (Page of Specifications) | $ |
| e. | For (Page of Specifications) | $ |

f. For (Page of Specifications) $

1. **Special Hazards:** The Contractor’s and its Subcontractor’s Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:
2. **Contractor’s and Subcontractor’s Public Liability, Vehicle Liability and Property Damage Insurance:** As required under paragraph 28 of the General Conditions, the Contractor’s Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than $ for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than $ on account of one accident, and Contractor’s Property Damage Insurance in an amount not less than $ .

The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Subcontractor’s Public Liability and Property Damage Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of its Subcontractors in its own policy.

1. **Photographs of Project:** As provided in paragraph 30 of the General Conditions, the Contractor will furnish photographs in the number, type and stage as enumerated below:

# Schedule of Occupational Classifications and Minimum Hourly Wage Rates as Required under Paragraph 52 of the General Conditions: Given on pages , and \_.

1. **Builder’s Risk Insurance:** As provided in the General Conditions, paragraph 29 (e), the Contractor will/will not\* maintain Builder’s Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor and all Subcontractors, as their interests may appear.

\*Strike out one.

# Special Equal Opportunity Provisions:

* 1. 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not Subject to Executive Order 11246, as Amended (applicable to Federally assisted construction contracts and related subcontracts

$10,000 and under). During the performance of this Contract, the Contractor agrees as follows:

* + 1. The Contractor shall not discriminate against any employer or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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.
    2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
    3. Contractors shall incorporate foregoing requirements in all subcontracts.
  1. Executive Order 11246 (contracts/subcontracts above $10,000)
     1. Section 202 Equal Opportunity Clause: 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, color, religion, sex 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, color, religion, sex 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 applications for employment, notices to be provided 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 without regard to race, color, religion, sex 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 Contract Compliance Officer advising the said labor union or workers’ representatives of the Contractor’s commitment under this section, 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 11246 of September 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 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.
        6. In the event of the Contractor’s non-compliance with the nondiscrimination clauses of this Contract or with any of the said 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 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 the sentence immediately preceding paragraph
           1. and the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
     2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding $10,000):
        1. The Offerer’s or Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” set forth herein.
        2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Goals for

Minority Female

Participation Participation

(Insert Goals) (Insert Goals

for Current Year)

These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non- Federally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR 60-4.

Compliance with the goals will be measured against the total work hours performed.

* + - 1. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; and the geographical area in which the contract is to be performed.
      2. As used in this notice, and in the contract resulting from the solicitation, the “covered area” is (insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).
    1. Standard CDBG Assisted Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246):
       1. As used in these specifications:

1. “Covered area” means the geographical area described in the solicitation from which this Contract resulted.
2. “Director” means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority.
3. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
4. “Minority” includes:
   1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
   2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
   3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands).
   4. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
5. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.
6. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the plan goals and timetables.
7. The Contractor shall implement the specific affirmative action standards provided in paragraphs 10(a) through 10(p) of these specifications. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors performing contracts in geographical areas where they do not have a Federal or Federally— assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
8. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor’s obligations under these

specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

1. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
2. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
   1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor’s employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor’s obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
   2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations’ responses.
   3. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
   4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’ s efforts to meet its obligations.
   5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 10(b) above.
   6. Disseminate the Contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
   7. Review, at least annually, the company’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.
   8. Disseminate the Contractor’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor’s EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
   9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor’s recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
   10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of the Contractor’s work force.
   11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
   12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
   13. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor’s obligations under these specifications are being carried out.
   14. Ensure that all facilities and company activities are non-segregated except that separate or single-use toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
   15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and supplies, including circulation of solicitations to minority and female contractor associations and other business associations.
   16. Conduct a review, at least annually, of all supervisors’ adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.
3. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (10(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 10(a) through (p) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor’s minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor’s non-compliance.
4. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
5. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
6. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
7. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
8. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 10 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
9. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
10. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
    1. Certification of Non-Segregated Facilities (over $10,000): By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that the does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/he certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, \*transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local customer or otherwise. S/he further agrees that (except where s/he has obtained identical certifications from proposed Subcontractors for specific time periods) s/he will obtain identical certification from proposed Subcontractors prior to the award of subcontractors exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).

\*Parking lots, drinking foundations, recreation or entertainment areas.

* 1. Title VI Clause, Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  2. Section 109 Clause, Housing and Community Development Act of 1974: No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
  3. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:
     1. The work to be performed under this Contract is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject

78

to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12, U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

* + 1. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
    2. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers’ representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
    3. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part

135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

* + 1. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135.
  1. Rehabilitation Act of 1973, Section 504 Handicapped (if $2,500 or over): Affirmative Action for Handicapped Workers:
     1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
     2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
     3. In the event of the Contractor’s non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
     4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor’s obligation under the law to take

79

affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

* + 1. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
    2. The Contractor will include the provisions of this clause in every subcontract or purchase order of

$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 504 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

* 1. Section 402 Veterans of the Vietnam Era (if $10,000 or over): Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era:
     1. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
     2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs 4 and 5.

* + 1. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.
    2. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C.1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment

80

under the Contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

* + 1. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by the contract clause.
    2. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
    3. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
    4. As used in this clause:

1. . “All suitable employment openings” includes, but is not limited to, openings which occur in the following job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than three days’ duration, and part—time employment. It does not include openings which the Contractor proposes to fill from within its own organization or to fill pursuant to a customary and traditional employer—union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.
2. . “Appropriate office of the State employment service system” means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.

c. “Openings which the Contractor proposes to fill from within its own organization” means employment openings for which no consideration will be given to persons outside the Contractor’s organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established “recall” lists.

d.“Openings which the Contractor proposes to fill pursuant to customary and traditional employer-union hiring arrangements” means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of its employees.

* + 1. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
    2. In the event of the Contractor’s non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
    3. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor’s obligation under the law to take

affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

* + 1. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.
    2. The Contractor will include the provisions of this clause in every subcontract or purchase order of

$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

I. Age Discrimination Act of 1975: During the performance of this Contract, the Contractor agrees as follows: the Contractor agrees not to exclude from participation, deny program benefits, or discriminate on the basis of age.

1. Certification of Compliance with Air and Water Acts (applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000):

Compliance with Air and Water Acts

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Contract Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

* 1. A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
  2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
  3. A stipulation that as a condition for the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
  4. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

1. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention:
   1. Lead—Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

* 1. Use of Explosives (modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling of explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervisions or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or its Surety for damages that may be caused by such use.

* 1. Danger Signals and Safety Devices (modify as required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devises necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or Contract.

1. Wage Rate Determination(s): (appropriate wage rates shall be inserted here)

29.

**AS-BUILT CERTIFICATION FORM**

I CERTIFY that construction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s Project Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Sub-Recipient) (Project Number)

has been completed in accordance with the original and revised plans and specifications and are consistent with the

scope of the approved project and that a copy of the As-Built drawings have been delivered to the OWNER.

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(Project Engineer’s/Architect’s Signature) (Date)

The undersigned certifies that the OWNER has received a copy of the As-Built drawings for the above-mentioned project.

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(Mayor’s/Chairman’s Signature) (Date)