



Genesee County Land Bank Authority

452 S. Saginaw St. 2nd Floor, Flint, MI 48502

Invitation for Bids: 2602 Thomas St. and 2563 Paducah St. – General Contractor

BID NUMBER: LB 11-016

Due Date: Friday, July 8th 2011 at 3:00 pm EST

As part of a grant from:

Fannie Mae



INVITATION FOR BIDS: 2602 THOMAS ST. AND 2563 PADUCAH ST. – GENERAL CONTRACTOR

Overview

The Genesee County Land Bank Authority (GCLBA) is seeking sealed bids for the rehabilitation of 2602 Thomas St. and 2563 Paducah St., Flint, MI 48504. These properties are being rehabilitated as single-family residential homes to be sold under a Fannie Mae grant awarded to the GCLBA.

Sealed Bid Due Date

General contractors with qualifications and experience in renovation of single-family residential properties invited to submit sealed bids to the Genesee County Land Bank Authority, 452 S. Saginaw St., 2nd Floor, Flint, Michigan 48502 on or before **Friday, July 8, 2011 at 3:00 pm EST**. The outside of the envelope must be marked “LB 11-016, Sealed Bid for 2602 Thomas St. and 2563 Paducah St.”

Bid Opening

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

Mandatory Pre-bid Meeting and Walkthrough

A mandatory pre-bid meeting will take place at 2602 Thomas St, Flint, MI 48503 at 9:00am on Friday, June 24th, 2011.

A mandatory walkthrough of the property to be rehabilitated will immediately follow at 2602 Thomas St., Flint, MI 48504 on Friday, June 24th, 2011 until 10:00 am and 2563 Paducah St. at 10:15 am until 11:15 am.

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



Proposal Requirements/ Bidding Instructions

Bids must be sealed, the outside of the envelope must be marked “LB 11-016, Sealed Bid for 2602 Thomas St. and 2563 Paducah St.” and contain the following:

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

Bid Acceptance

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

Value Engineering

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

Method of Payment

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

Demonstration of Capacity

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

Minority Owned Firms and Women's Business Enterprises

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

Lead Safe Work Practices

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

Timeline for Completion

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

2011 Certificate to do Business with Genesee County

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

Federal Compliance Requirements

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

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

Questions and Addendums

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



may be found at the GCLBA website at www.thelandbank.org under the tab current bids. Please check the website for updates to this bid package.



CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

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

(Name of Respondent)

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)



DEMONSTRATION OF CAPACITY

Company Name: _____

Statement of Experience

Years of Experience: _____

Proposed Plans for Performing the Work

Date contractor can begin work: _____

Date Contractor can complete work by: _____

Equipment Available

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

Signed this _____ day of _____, _____

Contractor Name (please print)

Contractor Signature



CONTRACTOR BID FORM

Owner Name: Genesee County Land Bank Authority

Contact Person/ Spec Writer: Kyle Stottmeister

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

Contact Email: kstottmeister@thelandbank.org

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

Property Address: 2602 Thomas St. and 2563 Paducah St., Flint, MI 48503

**Bid Offer as 2602 Thomas St. as per
Attached Specifications \$** _____

**Bid Offer for 2563 Paducah St as per
Attached Specifications \$** _____

Total \$ _____

Contractor Name: _____

Contractor Signature: _____ **Date:** _____

Contractor Address: _____

Contractor Phone: _____

Contractor Email: _____

**Workers Comp
Insurance Expires Date:** _____

**Liability
Insurance Expires Date:** _____

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



SPECS BY LOCATION/TRADE

6/16/2011

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

Case Number: _____
 Construction Specialist: _____
 Phone: _____

Address: 2602 Thomas Street

Unit: Unit 01

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Bidder: _____

Location Total: _____

Location: 3 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
3705	CABINETS--INSTALL Remove old cabinets and install cabinets to be provided by the Land Bank. Clean cabinets and adjust doors to hang properly.	18.00	LF	_____	_____
3747	INSTALL POST FORM LAMINATED COUNTERTOP Dispose of existing counter top. Field measure for sizing. Provide end-caps and cutout for sink. Caulk countertop to adjoining walls with low VOC caulking to match wall color. Owner's choice of in-stock color and texture.	15.00	LF	_____	_____

Trade: 20 Floor Coverings

5930	UNDERLAY & VINYL SHEET GOODS Install 1/4" underlayment (micro ply, birch plywood) , using 7d screw shank or cement coated nails, or narrow crown staples, 6" on center allowing a 1/4" gap at wall. Install 070" thick, backed vinyl sheet goods w/ minimum seams, per manufact. recommendations. Caulk edges of vinyl w/clear silicone caulk to create positive seal. Install metal edge strips in openings & shoe molding (Shoe molding along cabinets or vanities will match stain color on cabinets). \$15 material allowance for vinyl.	200.00	SF	_____	_____
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Location: 3 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 20 Floor Coverings

Owner to pick style and color.

Trade: 23 Electric**7835 REPLACE RANGE HOOD - RECIRCULATING**

1.00 EA

Install a recirculating enameled range hood with integral controls and light capable of 100 cfm at 70 some (\$50 allowance). Attach hood to cabinet with screws. Owner's choice of color.

Bidder: _____

Location Total: _____

Location: 5 - Front Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 17 Drywall & Plaster**5235 LAMINATE 1/2" DRYWALL**

380.00 SF

Hang 1/2" gypsum over wall or ceiling surface with screws 8" on center and a bead of construction adhesive 20" on center. Butt drywall to door and window casing and apply J channel molding. Remove top molding from 3-piece base and reinstall after surface is paint-ready. Tape, 3-coat finish and sand ready for paint.

Laminate walls in front bedroom.

Trade: 23 Electric**8017 ENERGY STAR CEILING FAN LIGHT FIXTURE--GCI**

1.00 EA

Install an ENERGY STAR® approved 42- 52 inch white ceiling fan switched at the room entrance. Include fan mounting box if necessary.

Bulbs should be CFL or approved high efficiency bulb.

Bidder: _____

Location Total: _____

Location: 6 - Back Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 17 Drywall & Plaster**5235 LAMINATE 1/2" DRYWALL**

500.00 SF

Hang 1/2" gypsum over wall or ceiling surface with screws 8" on center and a bead of construction adhesive 20" on center. Butt drywall to door and window casing and apply J channel molding. Remove top molding from 3-piece base and reinstall after surface is paint-ready. Tape, 3-coat finish and sand ready for paint.

Drywall back bedroom complete

Location: 6 - Back Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Location: 7 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
3832	BATH MIRROR Install beveled edge mirror sized at the width of vanity by 36" high.	1.00	SF	_____	_____
Trade: 22	Plumbing				
6901	VANITY--30" COMPLETE Install a 30" vanity complete with plywood cabinet, cultured marble top, Delta, single handle brushed stainless steel finish (like model #B510LF-SS or approved equivalent), supply risers, shut-off valves and all required waste connectors to complete the installation.	1.00	EA	_____	_____
7010	COMMODE--REPLACE--1.6 GPF--GCI Install a 2 piece, close coupled, white, vitreous china, commode with a maximum water usage per flush of 1.6 Gallons. Include plastic or pressed wood white seat, supply pipe, shut-off valve, flap valve and wax seal. Toilet should be Mansfield Model 135 elongated bowl (or approved equivalent)	1.00	EA	_____	_____
Trade: 23	Electric				
7583	GFCI DEVICE Replace receptacle with a surfaced mounted ground fault circuit interrupt receptacle. Match existing color.	1.00	EA	_____	_____
7753	REPLACE WALL LIGHT FIXTURE Replace fixture with a wall mounted 4 bulb fixture. Ensure proper operation with existing switch. \$50 fixture allowance, Owner will pick fixture. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
Bidder:	_____	Location Total: _____			

Location: 8 - Stairs

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Location: 8 - Stairs

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
2510	TREAD REPLACEMENT--INTERIOR Chisel out damaged tread. Install nailers on each stringer for replacement tread. Install 5/4" pine stepping stock tread with glue and screw shank nails.	3.00	EA	_____	_____

Trade: 23 Electric

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

Location Total: _____**Location: 9 - Upstairs bedroom**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23	Electric				
7730	LIGHT FIXTURE--REPLACE Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$50 allowance for fixture. Owner will pick fixture. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
8017	ENERGY STAR CEILING FAN LIGHT FIXTURE--GCI Install an ENERGY STAR® approved 42- 52 inch white ceiling fan switched at the room entrance. Include fan mounting box if necessary. Bulbs should be CFL or approved high efficiency bulb. Use ceiling hugger model	1.00	EA	_____	_____

Bidder: _____

Location Total: _____**Location: 11 - Basement**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
2520	HANDRAIL--REPLACE INTERIOR Install 2" round hardwood handrail with braces screwed to studs and handrail. Paint with 2 coats of white semi-gloss interior latex paint, sanded between coats.	12.00	LF	_____	_____
Trade: 21	HVAC				
6041	FURNACE 95+ GAS - REPLACE Size furnace to the living unit considering any areas which may be added or subtracted from the plan. Remove existing furnace and dispose of all other materials in a	1.00	EA	_____	_____

Location: 11 - Basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

PVC piping per manufacturer's specifications. New furnace will have minimum limited warranties of: 20 years on heat exchangers; 5 years on parts. Include auto set back thermostat controls, vent pipe & new shut-off valve. Rework cold air return if necessary to ensure easy access, good fit & easy replacement of air filter. An exterior return air filter box shall be installed on one side, both sides, or bottom of new furnace. Seal all exposed duct joints as a part of this item with Duct Mastic. Remove all existing cloth duct tape prior to installing mastic.

Trade: 22 Plumbing

6630	SUPPLY--PEX Install flexible pex piping with a minimum number of couplings to fixtures. Install mechanical connectors and shut off valves at all fixtures. Size pipe to 1990 CABO minimums per table 2406.5.	100.00	LF	_____	_____
7070	WATER HEATER--40 GALLON GAS Install a 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.	1.00	EA	_____	_____
7115	LAUNDRY TUB AND FAUCET - REPLACE Remove existing sink to code legal dump. Install single bowl, 24" fiberglass laundry tray to fit under faucet. Include standard 2 handle chrome laundry faucet. Hook up waste line.	1.00	EA	_____	_____

Trade: 23 Electric

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

Location Total: _____

Location: 12 - Garage

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

3185	DOOR--PREHUNG METAL ENTRANCE Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, threshold, one entrance and one mortised deadbolt	1.00	EA	_____	_____
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Address: 2602 Thomas Street

Unit: Unit 01

Location: 12 - Garage

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

1/2 light.

3200	DOOR OVERHEAD GARAGE Dispose of door, track and hardware. Install an insulated steel, 9'x 7' garage door including hardware, exterior trim and drip cap.	1.00	EA	_____	_____
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Bidder: _____

Location Total: _____

Location: 13 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

330	REMOVE PRIVACY FENCE Remove existin privacy fence by house and back property line. Remove posts and fill holes with topsoil.	50.00	LF	_____	_____
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475	LANDSCAPING ALLOWANCE Trim trees and bushes. Remove walkway in back of house - spread topsoil and plant grass. Trim tree branches away from roof.	1.00	AL	_____	_____
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Trade: 15 Roofing

4580	TEAR OFF AND REROOF SHINGLES Remove and dispose of all roofing & defective sheathing. Cut a 1" wide vent at ridge board. Replace up to 5 sf of sheathing per 100 sf of roof using pine board or CDX plywood of matching thickness. Staple 15 lb felt. Install preformed aluminum, drip edge, and vent pipe boots. Install a 220 lb fiberglass asphalt, dimensional shingle with a 30 yr warranty. Replace all flashing. Install shingle-over ridge vent. Include "Ice and water shield" where specified by code. Call for "open roof" inspection prior to drying in.	18.00	SQ	_____	_____
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Trade: 23 Electric

8165	ENTRANCE LIGHT FIXTURE--REPLACE Remove damaged light fixture and replace with an exterior, waterproof, single bulb fixture. \$20 fixture allowance.	3.00	EA	_____	_____
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Bidder: _____

Location Total: _____

Unit Total for 2602 Thomas Street, Unit Unit 01: _____

Address Grand Total for 2602 Thomas Street: _____

SPECS BY LOCATION/TRADE

6/16/2011

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

Case Number: _____
 Construction Specialist: _____
 Phone: _____

Address: 2563 Paducah Street

Unit: Unit 01

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Bidder: _____

Location Total: _____

Location: 2 - Interior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 19 Paint & Wallpaper					
5566	PREP & PAINT HOUSE (INTERIOR) Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sandpaper. Clean all surfaces. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed latex. Ceilings will be flat white, trim will be semi-gloss white, and walls will be owner's choice of color. Include any closets.	900.00	SF	_____	_____

Trade: 20 Floor Coverings

5963	FLOORING - CLEAN Steam clean existing carpets and clean floors (vinyl and wood).	900.00	SF	_____	_____
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Bidder: _____

Location Total: _____

Location: 3 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
2795	WINDOW REPAIR Replace glass in garden window in kitchen. Use same style and size glass as original.	1.00	EA	_____	_____

Location: 3 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

Trade: 23 Electric

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

Location Total: _____

Location: 4 - Dining Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

7730	LIGHT FIXTURE--REPLACE Replace a ceiling mounted, 4 bulb, UL approved, incandescent light fixture with shade and lamps. \$150 allowance for fixture. Owner will pick fixture. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
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Bidder: _____

Location Total: _____

Location: 5 - Living Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

8017	ENERGY STAR CEILING FAN LIGHT FIXTURE--GCI Install an ENERGY STAR® approved 42- 52 inch white ceiling fan switched at the room entrance. Include fan mounting box if necessary. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
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Bidder: _____

Location Total: _____

Location: 6 - Front Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

5210	DRYWALL--PATCH--LARGE Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint. Repair drywall on ceiling.	1.00	EA	_____	_____
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Location: 6 - Front Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 19	Paint & Wallpaper				
5460	STRIP PAPER, SPACKLE, PRIME Strip wallpaper from all surfaces in room. Repair scratches and holes in wall with spackle or patching plaster. Wet sand smooth to taper edges. Spot prime all painted surfaces with white shellac.	300.00	SF	_____	_____
Trade: 23	Electric				
7730	LIGHT FIXTURE--REMOVE Remove hanging light in front bedroom. Remove box, cap electric, patch drywall.	1.00	EA	_____	_____
8017	ENERGY STAR CEILING FAN LIGHT FIXTURE--GCI Install an ENERGY STAR® approved 42- 52 inch white ceiling fan switched at the room entrance. Include fan mounting box if necessary. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
Bidder:	_____	Location Total:			_____

Location: 7 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
3830	MEDICINE CABINET--RECESSED Install a 16"x22" recessed cabinet with hinged plate glass mirror and two shelves.	1.00	EA	_____	_____
Trade: 19	Paint & Wallpaper				
5460	STRIP PAPER, SPACKLE, PRIME Strip wallpaper from all surfaces in room. Repair scratches and holes in wall with spackle or patching plaster. Wet sand smooth to taper edges. Spot prime all painted surfaces with white shellac.	75.00	SF	_____	_____
Trade: 23	Electric				
7740	LIGHT FIXTURE AND SWITCH Install a wall mounted, UL approved, 3 bulb light fixture (\$60 material allowance) controlled by an switch with a cover located at the strike side of the door. Fish wire and repair all tear out. Owner will pick fixture. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
Bidder:	_____	Location Total:			_____

Location: 8 - Back Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Location: 8 - Back Bedroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
2406	BASEBOARD--COLONIAL 3 1/4" Install finger jointed (or MDF) 3-1/4" colonial base with finish nails of sufficient length to penetrate framing 1". Mitre all lap joints, and break all lap joints over framing.	50.00	LF	_____	_____

Trade: 17 Drywall & Plaster

5235	LAMINATE 1/2" DRYWALL Hang 1/2" gypsum over wall or ceiling surface with screws 8" on center and a bead of construction adhesive 20" on center. Butt drywall to door and window casing and apply J channel molding. Remove top molding from 3-piece base and reinstall after surface is paint-ready. Tape, 3-coat finish and sand ready for paint. Laminate walls and ceiling	500.00	SF	_____	_____
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Trade: 23 Electric

8017	ENERGY STAR CEILING FAN LIGHT FIXTURE--GCI Install an ENERGY STAR® approved 42- 52 inch white ceiling fan switched at the room entrance. Include fan mounting box if necessary. Bulbs should be CFL or approved high efficiency bulb.	1.00	EA	_____	_____
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Bidder: _____

Location Total: _____

Location: 9 - Basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10	Carpentry				
2520	HANDRAIL--REPLACE INTERIOR Install 2" round hardwood handrail with braces screwed to studs and handrail. Paint with 2 coats of white semi-gloss interior latex paint, sanded between coats.	12.00	LF	_____	_____
Trade: 21	HVAC				
6243	BOILER--REPLACE UNIT AND REPAIR LINES AND REGISTERS Replace existing boiler with a new gas boiler. Size & install a gas fired, cast iron, jacketed boiler, connected to the distribution piping & baseboard convectors that service the entire house. Installation includes all power & control wiring, a set back thermostat, expansion tank, one circulation pump, water & gas supply & flue piping. Installation required to maintain 70F. indoor temperature when outdoor temperature is -10 F. Min. AFUE rating 86. Include repairs to lines in basement. Replace registers in front porch.	1.00	EA	_____	_____

Location: 9 - Basement

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 22	Plumbing				
6630	SUPPLY--PEX Install flexible pex piping with a minimum number of couplings to fixtures. Install mechanical connectors and shut off valves at all fixtures. Size pipe to 1990 CABO minimums per table 2406.5.	50.00	LF	_____	_____
7070	WATER HEATER--40 GALLON GAS Install a 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Dispose of old water heater in code legal dump.	1.00	EA	_____	_____
7115	LAUNDRY TUB AND FAUCET - REPLACE Remove existing sink to code legal dump. Install single bowl, 24" fiberglass laundry tray to fit under faucet. Include standard 2 handle chrome laundry faucet. Hook up waste line. Include washer hookups.	1.00	EA	_____	_____

Bidder: _____

Location Total: _____

Location: 10 - Basement Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 22	Plumbing				
7010	COMMODE--REPLACE--1.6 GPF--GCI Install a 2 piece, close coupled, white, vitreous china, commode with a maximum water usage per flush of 1.6 Gallons. Include plastic or pressed wood white seat, supply pipe, shut-off valve, flap valve and wax seal. Toilet should be Mansfield Model 135 elongated bowl (or approved equivalent)	1.00	EA	_____	_____
Trade: 23	Electric				
7730	LIGHT FIXTURE--REPLACE Replace a ceiling mounted, 1 bulb, UL approved, incandescent light fixture with waterproof trim ring. \$30 allowance for fixture. Owner will pick fixture. Bulbs should be CFL or approved high efficiency bulb. Replace recessed light in shower	1.00	EA	_____	_____
7819	REPLACE FAN/LIGHT FIXTURE Replace existing exhaust fan with an Energy Star approved ceiling mounted Fan/Light fixture rated for a min 100 watts w/ an exterior ducted vent fan capable of min. 80 CFM operating at 2.5 Sone or less, vented w/ damper to exterior such as NuTone QTREN080FLT. Switch fan & light using a single switch. Install 4" metal duct and vent to the exterior ideally through a wall or gable end using a 4" hooded vent with damper. All duct seams shall be sealed with duct mastic. Insulate the ductwork with vinyl or foil faced R 6 minimum duct insulation. Repair any damage to the ceiling installation and air seal fan/light assembly	1.00	EA	_____	_____

Address: 2563 Paducah Street

Unit: Unit 01

Location: 10 - Basement Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

to the ceiling with low VOC caulk.
Replace exhaust fan in shower

Bidder: _____

Location Total: _____

Location: 11 - Garage

Approx. Wall SF: 0

Ceiling/Floor SF: 0

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

3185 DOOR--PREHUNG METAL ENTRANCE
 Dispose of door and frame. Install a prehung metal, insulated, 6-panel entrance door and jamb including interior and exterior casing, threshold, one entrance and one mortised deadbolt keyed alike (Schlage, brass finish or approved equivalent). Paint with two coats of exterior acrylic latex paint (Owner's choice of color). Front door should be decorative oval at least 1/2 light.

1.00 EA _____

3200 DOOR OVERHEAD GARAGE
 Dispose of door, track and hardware. Install an insulated steel, 16'x 7' garage door including hardware, exterior trim and drip cap.

1.00 EA _____

Bidder: _____

Location Total: _____

Location: 12 - Exterior

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 15	Roofing				

4565 ROOF--REPAIR
 Repair roof over front bedroom. Replace damaged shingles with like style and color.

50.00 SF _____

Bidder: _____

Location Total: _____

Unit Total for 2563 Paducah Street, Unit Unit 01: _____

Address Grand Total for 2563 Paducah Street: _____

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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