



SOMERVILLE HOUSING AUTHORITY

EQUAL HOUSING OPPORTUNITY

30 Memorial Road, Somerville, Massachusetts 02145
Telephone (617) 625-1152

Web: www.sha-web.org

The Somerville Housing Authority is requesting quotes from qualified contractors to furnish and install 20 countertops on an as needed basis for all SHA Developments.

Quotes are subject to M.G.L c.149 sec.44A (2)(A) and to minimum wage rates as required by M.G.L c.149 §§26 to 27H inclusive.

The Project consists of: Labor and material for the installation of corian solid surface kitchen counters and backsplashes with sinks on newly renovated apartments. The apartments will be a mix of handicap (ADA-compliant) and non-handicap units. General cabinet layouts are provided within the bid package.

Contractors who intend on providing a quote shall email Ryan Cummiskey at ryanc@sha-web.org after **11:00AM on Thursday, May 11th, 2023**, to request a quote package.

Proposals must be received by **11:00AM on Thursday, May 25th, 2023**. Proposals can be emailed to ryanc@sha-web.org . Please contact Ryan Cummiskey at ryanc@sha-web.org with any questions.

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INSTRUCTIONS TO QUOTER'S

ARTICLE 1 - QUOTER'S REPRESENTATION

- 1.1 Each Quoter submitting a quote represents that:
 1. The Quoter has read and understands the Contract Documents and the Quote is made in accordance therewith.
 2. The Quoter has visited the site and is familiar with the local conditions under which the Work has to be performed.
 3. The Quoter has included Massachusetts Prevailing Wage Rates.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Quoter from any obligation under the Quote as submitted.

ARTICLE 2 - QUOTER CERTIFICATIONS – OSHA & LEAD TRAINING

- 2.1. Massachusetts law requires all workers on this project construction site must have no less than 10 hours of OSHA-approved safety and health training.

ARTICLE 3 - REQUESTS FOR INTERPRETATION

- 3.1 Quoters shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 3.2 Quoters requiring clarification or interpretation of the Contract Documents shall make such request to the Owner.

ARTICLE 4 – N/A

ARTICLE 5 – PREPARATION AND SUBMISSION OF QUOTES

- 5.1 Quotes should be submitted on the "Form for Quotes" as appropriate, enclosed\furnished.
 - 5.1.1 All entries on the Form for Quotes shall be made by typewriter or in ink.
 - 5.1.2 Where so indicated on the Form for Quotes sums shall be expressed in both words and figures. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the words shall control.
- 5.2 Bid Deposits – No Requirements
- 5.3 Delivery of Quotes
 - 5.3.1 The Quote shall be submitted with the following clearly marked on the envelope, fax cover sheet, or email:
 - B. QUOTE FOR:**
 - SHA Bryant Manor Kitchen Surfaces- Bid number
 - Bidder's Company Name and Business Address
 - Contact Person, Phone No, & Email

5.3.2 Date and time for receipt of Quotes is set forth in the Public Notification.

5.3.3 Timely delivery of a Quote at the location designated shall be the full responsibility of the Bidders.

ARTICLE 6- ALTERNATES

6.1 Each General Bidder shall acknowledge Alternates in Section C on the Form for Quotes. Each General Bidder shall acknowledge Alternates by listing the individual Alternate number in Section C on the Form for Quotes and enter the dollar amount of addition or subtraction necessitated by each Alternate listed in the corresponding space.

6.2 General Bidders shall enter on the Form for Quotes a single amount for each Alternate, the amount for work performed by the General Contractor.

6.3 In the event an Alternate does not involve a change in dollar value, the Bidder shall so indicate by listing the individual Alternate number and acknowledge the Alternate by inserting "No Change", "No Charge", "N/C" or "0" in the corresponding space provided for the dollar value of that Alternate.

6.4 The Low Bidder will be determined on the basis of the sum of the quote and the accepted alternates.

ARTICLE 7- WITHDRAWAL OF QUOTES

7.1. **Before Opening Quotes.** Any quote may be withdrawn prior to the time designated for receipt of quotes upon written request. Withdrawal of quotes must be confirmed over the Quoter's signature by written notice post-marked or sent by facsimile on or before the date and time set for receipt of quotes. Withdrawn quotes may be resubmitted up to the time designated for the receipt of Quotes.

ARTICLE 8 - CONTRACT AWARD

8.1 Award means the determination and selection of the lowest, responsible and eligible Quoter, by the Owner.

The Owner will award the contract to the lowest responsible and eligible Quoter within thirty (30) days, Saturdays, Sundays, and legal holidays excluded after the opening of Quotes.

8.2 The Owner reserves the right to waive any informalities in or to reject any or all Quotes if it be in the public interest to do so.

8.3 The Owner also reserves the right to reject any Quote if it determines that such Quote does not represent the Quote of a person competent to perform the work as specified, or if the LHA determines additional competition is in the public interest.

8.4 The term "lowest responsible and eligible quoter" shall mean the Quoter whose Quote is the lowest of those Quoters demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements set forth in M.G.L. c.149 sec.44 (2)(B) and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

ARTICLE 9 - FORMS REQUIRED AT CONTRACT APPROVAL

9.1 Upon award, the Quoter shall complete the following forms to ensure prompt contract validation. These forms will be provided to the Contractor by Owner, and three (3) originals must be submitted.

- 1) **Owner-Contractor Agreement.**
- 2) **Form of Certificate of Vote of Authorization (If Applicable)**
- 3) **Form of Contractor's Equal Employment Certification** in accordance with Section 00.73.36 of the General Conditions.

- 4) **FOR PROJECTS with a bid/contract cost exceeding \$25,000: Performance Bond Form (00.61.13) and Payment Bond Form (00.61.16) in 100% of total of maximum amount** must be submitted by the General Contractor on DHCD's form, in accordance with the General Conditions. The dates on the bonds must coincide with the contract date, and a current Power-of-Attorney must be attached to each bond.
- 9.2 Insurance Certificates for the coverage required by Article 9 of the General Provisions must be submitted prior to contract validation.
- General Contractors must indicate on Builders Risk insurance Certificate or installation floater if stored materials are covered.
- 9.3 Contractor's Company Certification with EPA Regulation 40 CFR 745 must be submitted prior to contract validation.

END OF SECTION

FORM OF GENERAL QUOTE

TO THE AWARDING AUTHORITY

A. The undersigned proposes to furnish all labor required for countertop, backsplash, and undermount sink installations at the Somerville Housing Authority's various developments in Somerville, Massachusetts in accordance with Contract Documents prepared by Modernization Project Manager subject to additions and deductions according to the terms of the specifications for the contract price specified below.

B. This quote includes addenda numbered _____

C. **The proposed amount:** _____ **dollars (\$** _____ **)**
Quote Amount in Words Quote Amount in Numbers

D. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

The undersigned further certifies under the penalties of perjury that this quote is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Signature 

Date: _____

Name of General Quote

BY: _____
Signature & Title of person signing Quote

Business Address

City and State

Note: If the Quoter is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of partners if different from business addresses.

C. BIDDER'S CHECKLIST

D. THIS CHECK LIST IS NOT PART OF THE FORM FOR QUOTE! THIS FORM DOES NOT HAVE TO BE SUBMITTED WITH A QUOTE!

E. To ensure that your bids are acceptable to the awarding authority and DHCD, and are not rejected due to mistakes, we are providing this Checklist for your convenience. It does not have to be included with a quote. If this checklist is submitted it is an informality that will not void the bid.

4.6. ALL BIDDERS

- 1. Have you used the appropriate quote form provided for this specific development?
- 2. Have you properly identified the development, architect (engineer), etc., on your quote form?
- 3. Do your quote amounts, as expressed in figures and words, coincide? The amount expressed in words shall control.
- 4. Have you added any information not called for, or acknowledged an addendum or alternate that does not exist, which would make your bid conditional or obscure, and lead to a bid protest?
- 5. Is your Quote Form SIGNED and dated?
- 6. Bid Deposits are not required.
- 7. For BIDS/CONTRACTS exceeding \$25,000: 100% Performance and Payment Bonds are REQUIRED once awarded
- 8. Have you acknowledged every alternate if applicable to this project?
- 9. If an alternate price is requested and you estimate that there is no change in price, did you indicate by writing "no change", "N/C" or "0"?

F. Leaving this space blank, on your quote form, when alternates are requested, may lead to rejection of your quote.

- 10. Have you acknowledged all addenda issued, and followed the instructions contained therein?

This checklist is provided as guidance and assistance to bidders to avoid technical mistakes resulting in rejection of a quote. The full comprehensive instructions are located in section 00.21.30 Instructions to Bidders.

This in no way changes, affects, or supersedes the provisions set-forth in MGL c.149 §44A-J or c.30 §39m or any other sections or provisions contained in the contract documents.

THIS FORM DOES NOT HAVE TO BE SUBMITTED

BIDDER'S REFERENCE FORM

Provide with Form for Quotes

Bidders Name _____ Phone: () _____
Countertop Installation Email: _____

The bidder must provide five (5) business references for projects performed & completed within the past five (5) years. Attach additional pages if necessary.

(1) Reference Name: _____ Phone: () _____
Address: _____ Email: _____
Description and date(s) of work: _____

(2) Reference Name: _____ Phone: () _____
Address: _____ Email: _____
Description and date(s) of work: _____

(3) Reference Name: _____ Phone: () _____
Address: _____ Email: _____
Description and date(s) of work: _____

(4) Reference Name: _____ Phone: () _____
Address: _____ Email: _____
Description and date(s) of work: _____

(5) Reference Name: _____ Phone: () _____
Address: _____ Email: _____
Description and date(s) of work: _____

References will be contacted to confirm the bidder's skills, abilities and qualifications to faithfully perform the work as specified. The Authority reserves the right to contact references not listed above. The Bidder will be given the opportunity to explain any unfavorable references received from such outreach.

OWNER-CONTRACTOR AGREEMENT

This agreement made the ____ day of _____ 2023 by and between Somerville Housing Authority hereinafter called the "Owner", and _____ hereinafter called the "Contractor"
Contractor's Name

Witnesseth, that the Owner and the Contractor, for the consideration hereinunder named, agree as follows

Article 1. Scope of Work: The Contractor shall furnish all labor, material, equipment, services and insurance, and perform and complete all work required by and in strict accordance with the Specifications for **Countertop Replacements – Development Wide SHA Job/Project #2315**, prepared by the **Somerville Housing Authority**, acting as and referred to in these contract documents as the "Architect".

ARTICLE 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall perform the Work within 365 days of the Notice to Proceed.

ARTICLE 3. CONTRACT SUM: The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to

additions and deductions by Change Order, of the Contract Rate of: _____

Dollars (\$ _____). Contract Sum in Words

Contract Sum in Numbers

ARTICLE 4. THE CONTRACT DOCUMENTS: The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

ARTICLE 5. REAP CERTIFICATION: Pursuant to M.G.L. c.62(c) §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support

Article 6. Worker Documentation Certification: In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that the it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Article 7. Conflict of Interest: The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority."

In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.

¹ CONTRACTOR

² AWARDING AUTHORITY

Name of Contractor

Name of Housing Authority

Address

Address

Signature and Seal

Signature and Seal

CERTIFICATE OF VOTE OF AUTHORIZATION

2023

I hereby certify that a meeting of the Board of Directors of the:

NAME OF CORPORATION

duly called and held at _____ on the _____ day of _____ 2023

At which a quorum was present and acting, it was voted that

Name of Corporate Officer

of the _____, be and hereby is authorized to execute and deliver for
officer Home City or Town

and on behalf of the Corporation a Contract with Somerville Housing Authority, for
work to be done at Somerville Housing Authority Administrative Building in the City/Town of
Somerville.

I further certify that _____ duly qualified and acting

Name of Corporate Officer

_____ of the Corporation and that said vote has not been

Title

Repealed, rescinded or amended.

A true copy of the record,

ATTEST:

(CORPORATE SEAL)

On this ____ day of _____ 2023, before me, the undersigned Notary Public, personally

appeared _____, duly designated by the board of directors and proved to

me, through satisfactory evidence of identification, which was _____, that s/he is
the person whose name is signed on the foregoing documents, and acknowledged to me that s/he
signed it voluntarily for its stated purpose and that it was her/his free act and deed.

Notary Public

My Commission Expires:

GENERAL PROVISIONS

1.0 GENERAL PROVISIONS

1.1 THE CONTRACT DOCUMENTS

The Contract for Construction consists of the Contract Documents which include the Owner-Contractor Agreement, Public Notification, Quote Form, Contract Forms, Conditions of the Contract, Specifications, Drawings, all addenda issued prior to execution of the Contract, and other documents listed in the Agreement and Modifications issued after execution of the Contract.

1.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

2.0 OWNER

The term "Owner" sometimes also referred to as the "Awarding Authority" or "Authority" means the Housing Authority identified in the Owner-Contractor Agreement, organized and existing under the provisions of M.G.L. c.121B.

2.1 QUOTER

The terms "Quoter(s)" shall mean the person or firm from which prices have been submitted to the Owner for the work identified in these documents.

3.0 DEPARTMENT

3.1 The term "Department" means the Commonwealth of Massachusetts, Department of Housing and Community Development.

3.2 The term "Construction Advisor" means the person who may be designated by the Administrator to assist the Owner with the Administration of the Contract.

3.3 PROJECT FUNDING

The Work under this Contract is funded wholly or in part by the Commonwealth of Massachusetts through the Department pursuant to a Contract for Financial Assistance between the Department and the Owner.

4.0 CONTRACTOR

4.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

4.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

4.3 SALES TAX EXEMPTION AND OTHER TAXES

4.3.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.

4.3.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the work.

4.4 PERMITS, FEES, AND NOTICES

4.4.1 The Contractor shall secure and pay for any and all permits. The Contractor shall secure and pay for all licenses, and other fees required for the proper execution of the Work. The Contractor shall coordinate all efforts required to obtain these permits including having the permit issued in the name of the Contractor.

4.4.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.4.3 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

4.5 SAFETY REQUIREMENTS

The Contractor must comply with all Federal, State, and local safety laws and regulations applicable to work performed under this Contract.

4.6 PREVAILING WAGE RATES AND LABOR REGULATIONS

4.6.1 The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of the Massachusetts Department of Labor Division of Occupational Safety. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract. Any questions relative to the applicability of any wage rate shall be directed to the Division of Occupational Safety.

4.6.2 Keep a legible copy of said schedule posted on the site at all times. Provide the Owner, on a weekly basis, and keep an on-site file of the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Department, Architect, or any agency having jurisdiction.

4.6.3 Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by MGL c149 § 34B, as amended. Such police officers shall be covered by Worker's Compensation Insurance and Employers Liability Insurance provided by the Contractor.

4.6.4 The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to employees on the Contract exceeds the rates listed on the Schedule

4.6.5 WAGE RATE REPORTING

- .1 The Contractor and all subcontractors shall provide certified payroll affidavits verifying compliance with MGL c.149 §§26 - 27H.
- .2 The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.

4.6.6 APPRENTICE REQUIREMENTS

Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.

4.6.7 EMPLOYEE OSHA SAFETY TRAINING

- .1 All employees who work on this construction site must have no less than 10 hours of OSHA-approved safety and health training.
- .2 The Contractor and all Subcontractors shall furnish to the Owner, with the certified payroll reports, documentation indicating that each employee has successfully completed 10 hours of a course in construction safety and health. This course must be approved by the United States Occupational Health and Safety Administration (OSHA).

5.0 CONTRACT ADMINISTRATION

5.1 PRECONSTRUCTION CONFERENCE

Prior to commencement of the Work, the Contractor may meet in conference with representatives of the Owner, to discuss and develop mutual understandings relative to administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.

5.2 REJECTION OF DEFECTIVE MATERIALS AND WORK

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

6.0 CHANGES

6.1 All changes in the work, including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner. .

6.2 The Owner may direct changes to the Work provided:

- .1 the unit prices remain the same,
- .2 the Owner's representative has specified in writing that an increase is necessary to fulfill the needs of the Owner and is more economical than awarding another contract,
- .3 the Contractor agrees to the increase or decrease in writing, and

7.0 PAYMENTS

7.1 CONTRACT SUM

The Contract Sum is stated in the Owner-Contractor Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

7.2 APPLICATIONS FOR PAYMENT

7.2.1 Once the work is completed the Contractor shall submit an invoice for the work certifying that the work has been completed.

8.0 GUARANTY AND WARRANTY

8.1 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment furnished. The Owner reserves the right to reject said substituted materials even after requesting evidence.

8.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of the Substantial Completion the Work to be performed under this Contract, or any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make said repairs or replacements. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after

substantial completion, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

9.0 INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed in subparagraphs 9.1 - 9.6. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract.

9.1 WORKER'S COMPENSATION

Worker's Compensation:	Coverage A	Statutory Per M.G.L. c.149 §34 and c.152 as amended
Employer's liability:	Coverage B	up to \$ 500,000 each accident
		\$ 500,000 disease per employee
		\$ 500,000 disease policy

9.2 CONTRACTOR'S COMMERCIAL GENERAL LIABILITY

Bodily Injury &	\$ 1,000,000. each occurrence
Property Damage	\$ 1,000,000. general aggregate

Products & Completed Operations	\$ 1,000,000. aggregate
Personal & Advertising Injury	\$ 1,000,000. each occurrence

9.3 VEHICLE LIABILITY

Personal Injury	\$ 500,000. each person
and Property Damage	\$ 1,000,000. aggregate
Combined Single Limit	\$ 1,000,000.

9.4 OWNER AS CO-INSURED

The Owner and Department shall be named as additional insured on the Contractor's liability policies.

9.5 CERTIFICATES OF INSURANCE, POLICIES

9.5.1 The Contractor shall not commence work on this contract until proof of compliance with this article has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the Contractual Liability Coverage is in force.

9.5.2 The Contractor shall file the original and one certified copy of all policies with the Owner within sixty days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

9.6 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

10.0 INDEMNIFICATION

10.1 The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work and shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract.

10.2 The Contractor shall assume the defense of, and indemnify and save harmless the Owner, the Department, and their officers and agents from all claims:

- .1 relating to labor performed or furnished and materials used or employed for the Work;
- .2 to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner;

- .3 to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein;
- .4 and to any act, omission or neglect of the Contractor and any employees therein.

11.0 NOT USED

12.0 MISCELLANEOUS REQUIREMENTS AND EXECUTIVE ORDERS

12.1 The Contractor shall comply with the provisions of EPA Regulation 40 CFR 745 (if applicable); M.G.L. c.151B; Executive Order 526, Order regarding Non-Discrimination, Diversity, Equal Opportunity, and Affirmative Action; pertaining to minority and women owned business enterprises and Executive Order 481, prohibiting the use of undocumented workers on state contracts and all regulations promulgated pursuant thereto. The aforementioned law, executive orders, regulations and any amendments are incorporated herein by reference and made a part of this Contract.

12.2 CONFLICT OF INTEREST

The Contractor covenants, that:

- .1 presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended;
- .2 in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and
- .3 no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority."

13.0 TERMINATION

13.1 TERMINATION FOR CAUSE

13.1.1 The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:

- .1 The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
- .2 A receiver has been appointed of the Contractor's property.
- .3 All or a part of the Work has been abandoned.
- .4 The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract Documents.
- .5 The Owner has determined that the rate of progress required on the project is not being met.
- .6 The Contractor has substantially violated any provisions of this Contract.
- .7 The SHA may terminate for or without cause if it's in the best interest of the SHA without penalty.

13.1.3 The Owner may complete the work, or any part thereof, and charge its expense of so completing the work or part thereof, to the Contractor.

13.1.4 The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

13.3 TERMINATION - NO FAULT

13.3.1 In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 13.1, the Contractor shall be compensated for its costs

incurred, including reasonable costs of de-mobilization, calculated on a percent completion basis covering the period of time between the last approved application for payment and the date of termination.

13.3.2 Payment by the Owner pursuant to Subparagraph 13.3.1 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

END OF GENERAL CONDITIONS

00.72.10

DIVISION 1
GENERAL SCOPE OF THE WORK

1.01 General Scope of the Work

A. The Work of the Contract consists of: Labor, repair, and installation of all electrical work at various developments as requested by the Somerville Housing Authority. This work shall include but not be limited to:

- 1) Fabrication, Installation of kitchen surfaces, back splashes and sinks. Including but not limited to measuring, creating templates, drilling of holes for faucet with sprayer, sink cut out, sink installation, surface installation. Contractor shall provide all material, glues, tool, and equipment for installation as recommended by surface manufacturer.
- 2) Plumbing done by others.
- 3) Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
- 4) Contractor shall take all the necessary care not to damage floors, walls or other parts of building, SHA property, abutting neighbor's property or newly constructed cabinets.

B. Execution of Work

- 1) Work to be performed in timely and workmanlike fashion. Site must be cleaned up daily with access needed for overnight parking. The contractor shall be on sight within 48 hours of initial contact project Manager to arrange for measurement\ template creation and arrange for installation to be completed within 10-business day.

C. Verification of Conditions

1. Examine substrates and conditions, with fabricator present for compliance with requirements for installation tolerances and other conditions affecting performance of work. Proceed with installation only after unsatisfactory conditions have been corrected.
2. Verify actual site dimensions and location of adjacent materials prior to commencing work.
3. Examine cabinets upon which counter tops are to be installed. Verify cabinets are level to within 1/8" in 10' - 0".
4. Notify SHA Project Manager in writing of any conditions which would be detrimental to installation.

D. Surface and Backsplash Technical Specifications

Solid Surface Material:

Non-porous, homogeneous material maintaining the same composition throughout the part with a composition of acrylic polymer, aluminum trihydrate filler and pigment; not coated, laminated or of composite construction

Substitution Limitations: This Specification is based on Corian® Products. Comparable Products from other manufacturers will be accepted provided they meet requirements of this Specification.

1) Performance/Design Criteria:

Property	Requirement	Test Procedure (min or max)
1. Solid Surface Based Products:		
a. Tensile Strength	6000 psi min	ASTM D638
b. Tensile Modulus	1.5 x 10 ⁶ psi min	ASTM D638
c. Tensile Elongation	0.4% min.	ASTM D638
d. Flexural Strength	10000 psi min	ASTM D790
e. Flexural Modulus	1.2 x 10 ⁶ psi min	ASTM D790
f. Hardness	>85-Rockwell "M" scale min.	ASTM D785
g. Thermal Expansion	2.2 x 10 ⁻⁵ in./in./°F	ASTM E228
h. Fungi and Bacteria	Does not support microbial growth	ASTM G21 & G22
i. Microbial Resistance	Highly resistant to mold growth	UL 2824
j. Ball Impact NEMA LD 3, Method 3.8	No fracture - 1/2 lb. Ball:	6 mm slab - 36" drop 12 mm slab - 144" drop
k. Weatherability	ΔE*94<5 in 1,000 hrs	ASTM G155
l. Flammability 255 UL 723		ASTM E84, NFPA &
m. Color xx		
	6 mm	12 mm
n. Flame Spread	<25	<25
o. Smoke Developed	<25	<25
Class	A	A NFPA 101®, Life Safety

Flammability: Class 1 and A when tested to UL 723

2. Sink Specifications

- a. (FOR NON-HANDICAP UNITS): Under-mount sink, stainless steel 18 gauge – Chrome Nickle Finish- Size L xz”x xx”W x x”Deep with 31/2 drain hole rear of sink
- b. FOR HANDICAP UNITS: Dayton Stainless Steel 25” x 21-1/4” x 5-3.8” single bowl drop-sink or equal.

E. Installation

- a) Install components plumb, level, rigid, scribed to adjacent finishes in accordance with reviewed Shop Drawings and Product installation details. Supplied and Installed by a certified product Installer
- b) Fabricate field joints using manufacturer's recommended adhesive, with joints being inconspicuous in finished work. Exposed joints/seams are not permitted. Keep components and hands clean when making joints. Reinforce field joints as specified herein. Cut and finish component edges with clean, sharp returns.

- c) Route radii and contours to template. Anchor securely to base component or other supports. Align adjacent components and form seams to comply with manufacturer's written recommendations using adhesive in color to match work. Carefully dress joints smooth, remove surface scratches and clean entire surface.
- d) Install countertops with no more than 1/8" sag, bow or other variation from a straight line.
- e) Adhere under-mount/sub-mount/bevel mount sinks/bowls to countertops using manufacturer's recommended adhesive and mounting hardware.
- f) Seal between wall and components with joint sealant as specified herein and in Section 07 92 00, as applicable.
- g) Provide backsplashes and end-splashes as requested. Adhere to countertops using a clear or standard color in color coordinated silicone sealant. Adhere applied sides plashes to countertops using a standard clear or color-matched silicone sealant.
- h) Adhere to countertops using manufacturer's standard color-coordinated joint adhesive.
- i) Keep components and hands clean during installation. Remove adhesives, sealants and other stains. Ensure components are clean on date of Substantial Completion of the Work.
- j) Provide all cutouts for appliances, cooktops, and faucets with sprayer.
- k) FOR NON-HANDICAP UNITS: Mount Sink with manufacturer's approved bowl clips, brass inserts and fasteners for attachment of under-mount sinks.
- l) FOR HANDICAP UNITS: Mount ADA compliant drop-in sink per manufacturer's installation specifications.
- m) Backsplashes will be same material and color as surface. One piece (not multiple cuts) from side to side of each bank of cabinets.

F. Warranties/Guarantees

- 1) Labor will be warranted for 1 year from final payment .
- 2) Manufacturer Warranty: Provide manufacturer's standard warranty for material only for period of 10 years against defects and/or deficiencies in accordance with General Conditions of the Contract. Promptly correct any defects or deficiencies, which become apparent within warranty period, to satisfaction of SHA at no expense.

G. Selection Criteria

In addition to any provisions of the General Conditions, the Contractor will be selected based on the lowest base quote and upon demonstrating successful completion of the following criteria:

- 1) Lowest eligible and responsive bidder that can meet bid requirements.
- 2) Minimum of 5 years successfully installing product.
- 3) List criteria so that they can be addressed with a YES or NO. Subjective criteria may lead to protests.

1.02 TIME OF COMPLETION

The Work shall be commenced at the time stated in the Owner's Notice to Proceed and shall be completed within 365 days from the Notice to Proceed or once the contract value has been reached.

1.03 PREVAILING WAGE RATES AND OSHA SAFETY TRAINING

- A.** Quoters shall include in their quote wages calculated from the wage rates established by the Massachusetts Department of Labor and Workforce Development and subject to M.G.L. c.149 §26 to 27H inclusive. A list of the wage rates for this project can be found at the end of this section
- B.** The Contractor shall certify that all employees working on this project have successfully completed a 10 Hour Safety and Health Training Course approved by the United State Occupational Health and Safety Administration (OSHA). This certification must be submitted with the payroll certifications require by paragraph A above.

1.04 COORDINATION OF WORK

- A.** Contractor shall contact SHA Project Manager at 617-770-6535 whenever entering site or leaving for the day.
- B.** SHA shall provide sample faucet for hole drilling.
- C.** Notification to Residents will be done by housing authority staff.
- D.** Parking is limited; contractor will not park more than one (1) vehicle on property.

1.05 CONDUCT OF THE WORK

- A.** Existing Buildings. All units will be occupied during construction. The Contractor shall take all necessary precautions to ensure the public safety and convenience of the occupants during construction.
- B.** Unless specifically authorized by the Owner, the Work must be conducted between the hours of 8:00 A.M. and 4:00 P.M. on Monday through Friday. No work is to be done on holidays, Saturdays, or Sundays other than for emergencies.

1.06 PROTECTION AND ACCESS

- A.** The Contractor shall, at all times, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored, or work is in progress.
- B.** The Contract shall take special measures to protect the tenants from noise, dust, and other disturbances.
- C.** The Contractor shall take necessary precautions to insure against fire during construction. The Contractor shall be responsible to ensure that the area within the contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.

1.07 TEMPORARY FACILITIES

- A.** Temporary Water - The Contractor may make use of the water available at the site for construction purposes.

- B.** Temporary Electricity - The Contractor may make use of the electricity available at the site, metered and paid for by the Owner, provided that the Contractor shall supply the proper adapters and extension cords. Where heavy duty electric equipment drawing a current in excess of 15 amps is involved, the Contractor shall provide temporary electric work to supply this power.
- C.** Temporary Toilets – Contractor is required to provide a bathroom facility for their staff to use during construction.

1.8 CLEANING UP

- A.** Conduct cleaning and disposal operations to comply with all Federal, State, and local laws, ordinances, and regulations.
- B.** Provide on-site containers for collection of waste materials and rubbish, to be located with the approval of the Owner.
- C.** At the end of each day's work, remove, and legally dispose, all waste materials and rubbish from the site,

END OF SECTION

**SECTION 00.73.43
PREVAILING WAGES and LABOR REGULATIONS**

4.1 PREVAILING WAGE RATES

- 4.6.1** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of the Massachusetts Department of Labor Division of Occupational Safety. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract. Any questions relative to the applicability of any wage rate shall be directed to the Division of Occupational Safety.
- 4.6.1** Keep a legible copy of said schedule posted on the site at all times. Provide the Owner, on a weekly basis, and keep an on-site file of the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Department, Architect, or any agency having jurisdiction.
- 4.6.1** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by MGL c149 § 34B, as amended. Such police officers shall be covered by Worker's Compensation Insurance and Employers Liability Insurance provided by the Contractor.

4.2 WAGE RATE REPORTING

- 4.6.1** The Contractor and all subcontractors shall provide certified payroll affidavits verifying compliance with MGL c.149 §§26 - 27H.
- 4.6.1** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.

4.3 APPRENTICE REQUIREMENTS

Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.

4.4 EMPLOYEE OSHA SAFETY TRAINING

- 4.6.1** All employees who work on this construction site must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004.
- 4.6.1** The Contractor and all Subcontractors shall furnish to the Owner, with the certified payroll reports, documentation indicating that each employee has successfully completed 10 hours of a course in construction safety and health. This course must be approved by the United States Occupational Health and Safety Administration (OSHA).

END OF SECTION 00.73.43

ATTACH WAGE RATES

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. 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 classifications and wage rates approved by HUD under subparagraph 1(b), 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.
- (b) (i) 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 only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to 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.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD 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.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) a trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **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.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), 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 the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **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 U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.