Invitation for Bids
No. IFB# 20-1022

Exterior Lighting Retrofit
at
1800 Emanuel Cleaver Blvd, Kansas City, MO
and 3710 E. 51st Street, Kansas City, MO

Issued By:
The Housing Authority of Kansas City, Missouri
920 Main Suite 700
Kansas City, Missouri 64105
October 09, 2020
INVITATION FOR BIDS  
IFB-20-1022

THE ABOVE NUMBER MUST APPEAR ON ALL RESPONSES AND RELATED CORRESPONDENCE.

REQUEST DATE: October 09, 2020  
THIS IS NOT AN ORDER

Bids Due:  
October 30, 2020  
2:00 p.m.

Pre-Bid Conference  
October 14, 2020  
10:00 a.m. at  
1800 Emanuel Cleaver II Blvd, KC, MO  
3710 W. 51st St. KC, MO

Amber Kash  
Office of Contracts & Procurement  
akash@hakc.org  
Ph. (816) 968-4277  
Fax same as above

Nighttime Pre-Bid Conference  
October 14, 2020  
9:00 p.m. at  
1800 Emanuel Cleaver II Blvd, KC, MO  
3710 W. 51st St. KC, MO

PART ONE  
INTRODUCTION AND BID STRUCTURE

1. The Housing Authority of Kansas City, Missouri is organized under the laws of the State of Missouri. It owns and operates over 1900 units of conventional public housing in multifamily and single-family sites through the city and provides rental assistance subsidies to approximately 7500 households under the Section 8 Housing Assistance Payment Program. The agency has an annual operating budget of $20 million. Receives approximately $3.5 million in annual Capitol Fund program allocations and maintains funding awards for the HOPE VI and Public Housing Development Programs. HAKC also funds and manages a variety of social service and economic development programs for its residents.

2. There will be a pre-bid conference for this project on October 14, 2020 at 10:00 am and 9:00 pm at 1800 Emanuel Cleaver Blvd, KC, MO and 3710 W. 51st St. KC, MO. Project Manager – Brad Valentine may be contacted at
bvalentine@hakc and 816-564-2588.

3. For the convenience of the bidder, this solicitation is structured as follows:

   Part I  Introduction and Bid Structure
   Part II Scope of Work Description and Terms
   Bid Forms
   Bid Documents
   a. Davis Bacon Wage Rate Determination
   b. Notarized Non-Collusive Affidavit
   c. Core Employees
   d. Listing of Proposed Sub-Contractors
   e. Statement of Qualifications
   f. Statement of Release of Information Authorization
   g. Joint Venture Questionnaire
   d. General Contract Conditions HUD 5370EZ
   g. Section 3 Requirements
   h. Sample Contract — Attached

**BOLD** indicates forms required to be completed and returned with **every** bid submission.

**Failure to provide the indicated forms, may cause your submission to be removed from consideration for award.**

**NOTE FOR PROJECTS EXCEEDING $50,000:** The bidder shall complete and submit his/her bid with the **Form HUD-2530, "Previous Participation Certificate"**. If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

4. **Sealed Bid Selection Criteria**

   A firm fixed-price contract (lump sum or unit price) is awarded to the lowest responsible bidder whose bid, conforming with all material terms and conditions of the invitation for bids, is the lowest in price.

**PART TWO**

**SCOPE OF WORK**

1. The Housing Authority of Kansas City, Missouri (HAKC) is seeking bids from qualified contractors for **Exterior Lighting Retrofit** in accordance with the attached scope of work.
Work must be completed within 90 days from the date of the Notice to Proceed.

Contractor shall be assessed Liquidated Damages of $150.00 for each workday in excess of this allotted time for completion. Exceptions may be granted for delays caused by Owner or modifications to the Scope of Work.

This is a time sensitive project with an expected start date to occur as soon as possible.

2. TAXES

HAKC is a sales tax-exempt entity. Copies of the sales tax exemption information will be provided to the successful bidder on request. The contractor shall not include in the bid amount, any taxes chargeable against the performance of the work.

3. PERMITS

Before starting work, the contractor shall obtain and pay for all necessary permits and licenses whether issued by the State, county, or City, and furnish proof of insurance as required, for all work under these specifications. The contractor shall be held responsible for all violations for any cause in connections with the work.

4. CHARACTER OF WORKMEN AND WORK

At all times, the contractor shall be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform the work assigned to them properly.

5. ASSIGNMENT OF THE CONTRACT

The contractor shall not enter into any sub-contracts’ or assign, transfer, convey or otherwise dispose of the ensuing contract, or any and all of its rights, title or interest, or its power to execute such contract to any person, company, or corporation without the written consent of HAKC.

6. PROVISIONS FOR CHANGES OR AMENDMENTS.

If at any time HAKC desires to expand, alter, or terminate a portion of the scope of work, as defined herein, the contract will be amended to reflect these changes at costs/deductions acceptable to both parties. HAKC shall provide prior written notice to the contractor for any changes to the scope of work. The contractor shall not hold the Authority responsible for termination due to no fault of HAKC.
As it relates to the foregoing paragraph, all directions to the contractor, and all changes or amendments to the project, between the contractor and the HAKC must come through the Project Manager, Brad Valentine, 816-564-2588. The HAKC will not be responsible for payment for any change(s) not authorized in advance, by the Project Manager.

7. **SECTION 3 REQUIREMENTS**
Section 3 of the Housing and Urban Development Act of 1968, as amended, requires, to the greatest extent feasible, opportunities for job training and employment be given to lower income residents of the federally funded area, and contracts for work in connection with the Section 3 covered project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the Section 3 area. Section 3 requires that a recipient/contractor take affirmative steps to give preference to qualified Section 3 area residents and business concerns in providing training, employment and contracting in connection with Section 3 covered projects. As a recipient of HUD funding, HAKC maintains an aggressive Section 3 policy, which emphasizes employment of public housing residents, or other low-income residents on contracts let by the Authority and that affirmative efforts be taken to contract with Section 3 business concerns, which includes resident-owned businesses.

HAKC believes that Section 3 is an effective tool for advancing economic development and self-sufficiency opportunities for public housing residents. HAKC requires the contractor to emphasize resident hiring for new positions required because of this contract. See “Section 3 Program” attachment for additional information on compliance with Section 3 requirement.

8. **INSURANCE, BONDING AND HOLD HARMLESS AGREEMENT**

The contractor must carry insurance with respect to property and operations as set forth below. If applicable, Fidelity Bond requirements may be set prior to contract execution.

*Liability/Bodily Injury*

General:

a) Three million dollars ($3,000,000) for all claims arising out of a single occurrence;

b) Five hundred thousand dollars ($500,000) for any person in a single accident or occurrence;

*Property Damage*

c) Five hundred thousand dollars ($500,000) for each occurrence.

*Auto:*

d) Five hundred thousand dollars ($500,000) each person

e) Five hundred thousand dollars ($500,000) each occurrence

*Property Damage*
f) Five hundred thousand dollars ($500,000) for each occurrence
Worker’s Compensation

g) Policy shall contain limits ≥ the policy limits required by state or federal
law, and not less than: Five hundred thousand dollars ($500,000) per
accident. In addition, the contractor agrees that it will indemnify and hold
HAKC harmless for any acts, including acts of negligence, on the
part of the contractor’s agents or employees and from any and all
claims on or about the premises resulting from the acts, including acts of
negligence, of the contractor, its employees, or agents. The contractor
shall investigate and furnish HAKC with full reports on all accidents, claims
and potential claims for damages relating to the services provided
under this contract, and will cooperate fully with HAKC and its’
agents in connection with all claims.

A bid submission of $50,000.00 or higher must be accompanied by a
negotiable bid guarantee of 5% of the amount of the bid.

As a “public entity” seeking to enter into a written contract with a “Contractor” for
a public works project as those terms are defined in Section 107.170 RSMo.,
estimated to meet or exceed the sum of fifty thousand ($50,000) dollars, the
HAKC must require the Contractor to furnish to HAKC a payment bond with good
and sufficient sureties in the amount of one hundred percent (100%) of the total
cost of the contract and such bond, among other conditions, shall be conditioned
for the payment of any and all materials, incorporated, consumed, or used in
connection with the construction of such work, and all insurance premiums, both
for compensation, and for all other kinds of insurance, said work, and for all labor
performed in such work whether by subcontractor or otherwise. As an additional
condition of the contract the Contractor shall also furnish to HAKC a performance
bond with good and sufficient sureties in the amount of one hundred percent
(100%) of the total cost of the contract whereby said surety shall, among other
things, insure for the completion of all work that is the subject of the contract. All
bonds executed and furnished pursuant to this contract shall be deemed to
contain the requirements and conditions set out within Section 107.170 RSMo.,
regardless of whether the same be set forth in said bond, or of any terms or
provisions of the said bond to the contrary notwithstanding.

9. PAYMENT

In order for payment to be processed, the contractor must:

a) Certify that no additional staff was hired in order to complete this project. This will
be verified by submission of the payroll sheets (if Davis Bacon applies).
b) If additional staff is to be hired, contractor must advertise in the newspaper of
record for the area, and demonstrate that additional contacts were made to
locate qualified Section 3 residents. Sources for locating Section 3 residents
include the individual development where the work is to be performed; other
HAKC developments; HAKC’s Department of Resident Services; the City of
Kansas City, Missouri; etc. If additional staff were hired, contractor must show
proof that 30% of those hired (one individual hired for each three positions filled)
are Section 3 residents in accordance with current median income data.

This information can be found at the following website: www.factfinder.census.gov/home/saff/main.html

c) If no qualified Section 3 residents are available, the contractor must show proof of attempts to locate and hire Section 3 residents.
d) If additional staff are hired for this project, one-third (1/3) of the available hours for the “new” positions must be worked by the Section 3 resident.
e) For additional information, contractors may refer to 24, CFR, Sec 135.38.
f) Contractor shall certify that all employees of the contractor are United States citizens or have work visas to work in the United States. Copies of the work visas shall be submitted with the first payroll sheets submitted to Contracts requesting payment.

The contractor shall invoice per the firm, fixed prices indicated on the Bid Form. The firm, fixed prices shall be legally binding for the entire term of the contract. The Project Manager must approve all invoices prior to payment. When providing services, contractor must obtain the signature of the Property Manager or their designee, on the work order or receipt, to verify the service/work provided is complete, satisfactory and in accordance with the scope of work. Without this signature, payment cannot be processed. Invoices/Payment Certification Packets for contracts over $2,000.00 which require Davis-Bacon wages, must have “Payroll Form WH-347” attached.

In addition, HAKC will not process any invoice(s) for payment until the required certified payrolls, citizenship status, Section 3 certifications, and all other evidentiary documentation is received.

The contractor shall submit all requests for payment under this contract to:

Brad Valentine, Project Manager
920 MainStreet, Suite 701
Kansas City, MO 64105

10. **QUESTIONS**

Questions relating to the bid content or procedures for submission must be submitted in writing, by fax or e-mail no later than 2:00 pm October 27, 2020 to:

Amber Kash, Fax (816) 968-4277 or akash@hakc.org

11. **SUBMISSION REQUIREMENTS**

Bids must be received at the offices of the Housing Authority of Kansas City, Missouri no later than 2:00 PM, October 30, 2020. Bids must be mailed to 920 Main, Suite 701 KC MO 64105 OR Emailed to akash@hakc.org OR Faxed to
Each submission is to include:
- All pages of the referenced Bid Form
- Bid Form Pages 1 thru 3 (including Non-Collusive Affidavit)
- Form HUD-5730EZ

Each response to this Invitation for Bids must be clearly identified as a response to the Invitation for Bid No. IFB 20-1022. Any submission received later than 2:00 PM, October 30, 2020 will not be accepted. The bidder may also be responsible for demonstrating adequate staffing for managing multiple jobs with the periods specified herein.

When the contractor is declared the successful bidder, and at the time the contract is signed, if applicable, he/she may be asked to certify that:

a. Contractor is aware that wage decision rates apply
b. Contractor will, or will not, be required to hire additional staff
c. Contractor will comply with, and provide documentation of US citizenship or legal status for all his/her employees.

Failure to follow the instructions of this IFB may result in the elimination of your bid as being non-responsive. **Failure to sign your completed bid form will be cause for automatic rejection.**

HAKC reserves the right to consider historic information whether gained from the proposal, references, or any other source, in the evaluation process. HAKC also reserves the right to reject all bids/proposals, make no award, multiple or partial awards, and to waive any minor informality or irregularity in the bids/proposals received in response to this solicitation.

12. **PROPOSED SCHEDULE**

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<th>Date and Time</th>
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<tr>
<td>Pre-Bid Conference</td>
<td>October 14, 2020 at 10:00 a.m. and 9:00 p.m.</td>
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<tr>
<td>Starting at:</td>
<td>1800 Emanuel Cleaver Blvd, Kansas City, MO</td>
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<tr>
<td>Bid Due Date</td>
<td>October 30, 2020 by 2:00 p.m.</td>
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<tr>
<td>Public Bid Opening</td>
<td>Bid results will be emailed to bidders by 2:30 pm October 30, 2020.</td>
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Request for Proposal
Housing Authority of Kansas City MO

Project: Exterior Lighting Retrofit

Location: 1800 Emanuel Cleaver Blvd, 3710 E 51st St. Kansas City MO

Development: Brush Creek, Pemberton Heights

Date: 10/2/20

1) **Purpose:** HAKC is seeking qualified contractors to assess our current lighting conditions of the exterior common areas at our 2 high-rise developments that house several elderly and disabled individuals. Design lighting solutions and retrofit our current lighting to better fit the needs of HAKC and its residents to increase mobility, safety and security in our exterior common areas.

2) **Background:** Pemberton Heights and Brush Creek have outdated and poorly retrofitted lighting that needs modernization. Lighting has been added to the existing structures (ie. poles, building façade) but still leaves areas with little to no illumination. A Crime Prevention Through Environmental Design Site Audit has been done for these developments and outline deficiencies that are of concern (Attachment 1).

3) **Scope:** The contractor will assess the current lighting condition and the needs of each development and provide a lighting design that provides appropriate illumination of the exterior common areas and site. The lighting design will need to address the needs of the residents and how they utilize the exterior common areas while increasing the safety and security of the building in conjunction with video surveillance equipment. The contractor will provide economical lighting suggestions that consider aesthetics, sustainability, energy usage, controls, safety and security and utilization of the existing infrastructure (ie. pole bases, electrical wiring, mounts, conduit, and fixtures). The contractor will perform the lighting retrofit and/or installation of new lighting solutions in accordance to local building codes and ordinances.
4) **Requirements:** The contractor must be able to provide the following services:
   
   a) Inspect and identify the needs and deficiencies of the current lighting condition of the exterior common areas.
   
   b) Obtain necessary permits to perform the full scope of work as applicable.
   
   c) Provide product spec sheets and a bid schedule itemizing the cost of repairs and installation of new components.
      
      i) Product spec sheets should reflect the quality of the product including warranties and manufactures recommendations on installation and maintenance.
      
      ii) Provide potential energy savings estimates and rebates that can be captured utilizing the products and/or controls proposed.
      
      iii) Provide the expected suppliers contact information (i.e. name, phone, email, website); sample of product including color options.
   
   d) Contractor shall perform their own material take offs and provide material and labor to complete the job.
      
      i) Site visits to perform the take offs and bidding of the projects will be limited to an agree upon schedule within the HAKC MO operating hours. (TBD) There will be an additional pre-bid meeting in the evening to allow for assessment of the current lighting conditions and will require an RSVP if interested. (TBD)
   
   e) Perform the repairs and installation of the new components in accordance with manufactures recommendations and applicable codes keeping site clean and free of debris and hazards.
      
      i) Contractor will provide their own power, water, and waste management during the full scope of the project.
         
         (1) Any waste container (i.e. dumpster, portable toilet, trailer) will need to be placed in an approved location to accommodate residents’ access.
         
         (2) Waste containers should be of ample size and construction to house and secure the load safely.
         
         (3) Job site shall be maintained daily to be free from debris, trash, tools, excavations and any safety hazards.
         
         (4) Special consideration shall be taken for the utilization of the parking areas and access to the building while under construction to provide residents unencumbered passage in and out of the development.
         
         (5) All work should be performed in accordance to CDC guidelines to protect workers and residents.
         
         (6) Contract shall also conform to HAKC’s non-smoking policies prohibiting smoking on the premises.
      
      ii) Provide a week (7 calendar days) notice before starting each project to provide time to notify the tenant.
         
         (1) Contractors will need to provide notice of need to enter the residence a week prior providing ample time to notify the tenants.
(2) Inspections to be scheduled 2 (business) days in advance.
f) Final clean up and removal of trash, excavations, debris to pre-construction condition or better.

5) Deliverables: The contractor must be able to provide the following documentation and materials:
   a) Product spec sheets for the components to be installed as part of the scope of work.
   b) Provide 3 references from previous projects of similar scope.
      i) Include experience of all primary installers expected to work on the project.
   c) Necessary permits and inspections for work completed as applicable.
   d) Develop an estimated timeline identifying start dates and expected completion dates.
   e) Delivery and installation of new products to each site using applicable standards in accordance with applicable codes.
   f) Appropriate waste management system to comply with OSHA standards for health and safety of workers and residents.
   g) Save product documentation for submittal to project manager at time of final inspection.
   h) Provide and execute a plan to include section 3 and WMB engagement to best extent possible.

6) Lighting Schedule: The attached schedule (Attachment 2) shows the current lighting conditions, layout and quantities. It is the contractor’s responsibility to confirm the quantities and do their own take off for material ordering and purchasing. Any adjustments that need to be made after bid submittal and execution of contract will be done through an addendum or change order submitted with the project manager.

7) Proposal Grading: The proposal shall be graded on the relevant experience of the contractor, subcontractor, and personnel to execute, manage, and complete the proposed projects. Proposal shall include documentation and articulation of ability to provide deliverables.

   a) Grading Rubric:
      i) Company will be assessed on its history, capacity, and services; It’s approach to project management; It’s relevant success of prior transactions.
      ii) Personnel will be assessed on the experience, skill set, and tenure of the primary installers.
      iii) References will be assessed on their relevance and content.
iv) Proposal will be assessed on its content and ability to address the needs of the scope of the project.
   (1) Assessment: ability to articulate the lighting needs and address safety and security concerns
   (2) Design: ability to articulate how needs will be addressed and scope of the proposed project
   (3) Implementation: ability to articulate how the improvements will be made in a timely manner accounting for the continued use of the spaces while under construction.

v) Price will be assessed on the articulation of a that is economical while addressing the adequately addressing HAKC’s needs.

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Date: __________________________

FROM: 
Hereinafter called the “Bidder”

TO: Housing Authority of Kansas City, Missouri
920 Main Street, Suite 701
Kansas City, Missouri 64105
Hereinafter called the “Owner”

The undersigned bidder for __________________________, (your company name) located at __________________________, (your company address) in accordance with the applicable specifications and related documents prepared by the Housing Authority of Kansas City, Missouri, and having familiarized itself with the local conditions effecting the cost of the Work at the place where the Work is to be done and with the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, Special Conditions, Form of Agreement and other Contract Documents, ad having examined the location of the proposed Work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all the Work required to Exterior Lighting Retrofit in accordance with the scope of work, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addendum Nos ____, ____ and ____), the receipt of which is hereby acknowledged, for the lump sum(s) hereinafter specified.

MBE/WBE PARTICIPATION
Does the bidder have a MBE/WBE policy for awarding to subcontractors? _____

The bidder agrees to make every effort to carry out this MBE/WBE policy through award of subcontracts to minority/women’s business enterprises to the fullest extent consistent with the efficient performance of this contract.

If ‘Yes’, indicate potential MBE/WBE participation level:

MBE Percentage Participation ____________________%
WBE Percentage Participation ____________________%

All pages of the Bid Form must be:
Filled out completely, signed and returned.
Failure to complete and submit all documents request in this IFB may remove your bid from consideration.
Page 2 of Bid Form
IFB-20-1022

Lump Sum Bid:

Total: ___________________ Dollars, $___________________

TIMING

The undersigned Bidder hereby agrees to commence the work required under his contract within ten (10) days from the date of a Notice to Proceed and agrees to substantially complete the Work or segments of the Work on or before the schedule dates, and to pay as liquidated damages the corresponding amount stipulated in contract documents, for each instance that the Work remains substantially incomplete in accordance with the Contract Documents.

The Bidder understands that the Owner reserves the right to reject any or all bids, to waive minor informalities in any bid, to award the contract in the Documents by mutual agreement with the successful bidder.

The Bidder agrees to deliver to the HAKC the Certification of Insurance, Representations, Certifications and Other Statements, and Contractors Occupation Statement.

Name of Firm

Street Address

Telephone Number

City, State, Zip Code

Federal Tax ID Number

Authorized Officer/Title

Date

Signature
General Decision Number: MO20200063 07/24/2020

Superseded General Decision Number: MO20190063

State: Missouri

Construction Type: Residential

County: Jackson County in Missouri.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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<tr>
<td>ROOFER</td>
<td>$ 33.65</td>
<td>19.39</td>
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SMEO0314-004 01/01/2017

PORTION OF COUNTY WITHIN A 30 MILE RADIUS OF THE INTERSECTION OF PERSHING & BROADWAY IN KANSAS CITY, MO

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<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$ 36.74</td>
<td>19.92</td>
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SMO0669-005 04/02/2020

REMAINDER OF COUNTY

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<tr>
<th>Description</th>
<th>Rate</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$ 37.92</td>
<td>22.88</td>
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SHEE0002-028 07/01/2011

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<tr>
<th>Description</th>
<th>Rate</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>SHEET METAL WORKER (Including HVAC Duct and HVAC System)</td>
<td>$ 27.37</td>
<td>8.14</td>
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</table>

https://beta.sam.gov/wage-determination/MO20200063/6?index=wd&keywords=&is_activ... 8/31/2020
<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Fringe</th>
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<tbody>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$16.00</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Common or General</td>
<td>$11.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "Identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

https://beta.sam.gov/wage-determination/VO20200063/6?index=wd&keywords=&is_acti... 8/31/2020
2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

---------------------------------------------------------------------------------------------------------------------
WAGE DETERMINATION APPEALS PROCESS

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

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

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

https://beta.sam.gov/wage-determination/MO20200063/67/index=wd&keywords=&is_acti... 8/31/2020
and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.6 and 29 CFR Part 7). Write to:

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

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

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

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

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

END OF GENERAL DECISION

https://beta.sam.gov/wage-determination/MO20200063/6?index=wd&keywords=&is_acti... 8/31/2020
IFB-20-1022

NON-COLLUSIVE AFFIDAVIT

_____________________________________, being first duly sworn, deposes and says:

That he is ____________________________________________.

(Partner, Officer of Firm, Corp., etc.)

The party making the foregoing proposal or bid and attests to the following:

1. That affiant employed no person, corporation, firm association or other organization, either directly or indirectly, to secure the public contract under whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

2. That no part of the contract price received by affiant was paid or will be paid to any person, or corporation, firm association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant who services in connection with the construction of the public building or project were in the regular course of their duties for affiant; and

3. That such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix an overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of Kansas City, Missouri or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

__________________________________________

(Name of Firm)

__________________________________________

(Signature of Bidder)

Subscribed and sworn to before me this ______ day __________________, 20____

__________________________________________

NOTARY PUBLIC

My commission expires: ________________________
# REFERENCES

## BANKS

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Account #</th>
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## SUBCONTRACTORS

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</table>
**CORE EMPLOYEES FOR** ____________________________ (bidder's name)

*List ALL employees who will be working to complete this project*

*Staff on job site that are not listed on the Core Employee List may be asked to leave the job site*

<table>
<thead>
<tr>
<th>NAME</th>
<th>TRADE/TITLE</th>
<th>SECTION 3 CERTIFIED</th>
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<tbody>
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</table>

**Failure to submit the above Core Employee List may result in any submission being designated as Non-Responsive and therefore ineligible for award.**

**CONTRACT #** __________

*A current company employee roster may be submitted in lieu of this form*
### Listing of Proposed Sub-Contractors

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>TRADE</th>
<th>MBE/WBE (Y/N)</th>
<th>ESTIMATE OF CONTRACT</th>
</tr>
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General Contractor ________________________________

By ________________________________

Title ________________________________
STATEMENT OF QUALIFICATIONS

All questions must be answered in a clear and comprehensive manner. If necessary, questions may be answered on separate attached sheet(s). This document must be notarized by a notary public.

1. Name of Company: ________________________________
   Address: _________________________________________
   City/State/Zip: _____________________________________
   Telephone Number: ________________________________
   Fax Number: _________________________________
   Email: ___________________________________________

2. Name of Owner(s): ________________________________
   Address: _________________________________________
   City/State/Zip: _____________________________________
   Telephone Number: ________________________________
   Email: ___________________________________________

3. Date Company was Established: ______________________

4. Are you a Sole Proprietorship?: ______________________
   Partnership?: _______________________________________
   Joint Venture?: ______________________________________
   Corporation?: _______________________________________
   If a corporation, please enclose a copy of corporation papers and corporate seal.

5. How many years have you been engaged in business under your present firm or trade name? ____________________

6. Give the name and address of any other contract firm under which the owners or partners have operated. Include dates:
7. Current similar contracts: (Give name, address, phone number, amount of each contract, and appropriate anticipated date of starting and completion.)

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PHONE</th>
<th>AMOUNT</th>
<th>START</th>
<th>COMPLETE</th>
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8. General scope of work performed by your Company, (i.e., general contracting, specialty in any particular trade).

9. Are you minority owned? ______________________. If so, are you certified as an MBE/WBE with the City or State? _________________. If yes, please attach a copy of this certification. Resident owned business? ________________

10. If so, provide the information below:

<table>
<thead>
<tr>
<th>NAME</th>
<th>% of OWNERSHIP</th>
<th>RACE</th>
<th>SEX</th>
<th>TITLE</th>
</tr>
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</table>
11. Are you in compliance with the Kansas City, Missouri Human Relations Department? _____________. (Attach a copy of Certificate of Compliance from the City.)

12. City of Kansas City, Missouri occupation License Number: _____________.
   (Enclose a copy)

13. Registration with Secretary of State of Missouri (Enclose a copy)

14. Have you ever failed to complete any work awarded to you? _____________. If so, when, where and why?

15. Have you ever defaulted on a contract? _____________. If so, when, where and why?

16. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. Include the name, address and phone number of each party.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>PHONE</th>
<th>AMOUNT</th>
<th>START</th>
<th>COMPLETE</th>
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</table>

17. List name, address, background and experience of the principal members of your organization, including the officers (if needed, use additional sheets).

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>BACKGROUND EXPERIENCE</th>
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</tbody>
</table>
18. Has the company ever been party to or involved in any action related to discrimination based upon race, nationality, sex, or religion? ____________ If so, give full details:

19. Has the company ever caused a lien for material or mechanical work default payment to be placed against owner? ____________ If so, when, where, why and resolution:

20. Social Security Number: __________________________

21. Federal I.D. Number: __________________________

22. Insurance Company: __________________________________

   Amount of Insurance: __________________________________

   Bonding Agent: ______________________________________

   Amount of Bond: ____________________________________

   Attach a copy of the insurance certificate.

   At Contract Signing – verification of the HAKC as an Additional Insured is required.

23. Are you certified by any other agencies? __________

   Names of Agencies:

24. Please sign the statement below to authorize the release of information to the HAKC for the purpose of verifying your references.

   I hereby authorize the release of information to the Housing Authority of Kansas City, Missouri for the purpose of verifying my references.

_____________________________    _______________________
Contractor’s Signature          Date
STATEMENT OF RELEASE OF INFORMATION

AUTHORIZATION

The undersigned hereby authorizes and request any person, firm or corporation to furnish any information requested by the Housing Authority of Kansas City, Missouri in verification of the recitals comprising this _________ day of _______________ _____, 20___.

Name of Contractor: _______________________________

By: _______________________________

Title: _______________________________

STATE OF MISSOURI  )
) SS
COUNTY OF JACKSON  )

________________________, being duly sworn, deposes and says that he is ________________________ of ________________________ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day ______________________, 20__

________________________

NOTARY PUBLIC

My commission expires: _______________
JOINT VENTURE QUESTIONNAIRE

The following questionnaire must be fully completed and submitted concurrently with the Contractor's Occupation Statement by all Contractors submitted as a joint venture.

Names of Firms involved in the Joint Venture: ________________________________

1. Specify the percent of Minority Business Enterprise/Women Business enterprise (MBE/WBE) ownership in terms of profit and loss sharing.

2. Describe the Capital Contributions by each Joint Venturer.

3. Describe the financial controls of the Joint Venture: Who will keep the books, how will expenses to be reimbursed, what is the authority of each Joint Venturer to commit to obligate the others?

4. Explain the relationship of ownership, options for ownership or loans between the Joint Venturers.

5. How and by whom will the on-site work be supervised?

6. Who will be responsible for material purchases and how will the purchases be financed?

7. Who will provide the equipment, the estimated cost thereof and how will the equipment be financed?

8. How and from whom will bonding be acquired; insurance; name of company(s) providing bonding and insurance.

9. Describe the experience and business qualifications of each Joint Venturer.

10. Submit copies of any Joint Venture Agreement.

____________________________________________________________________  ________________
Signature of Affiant                    Date

____________________________________________________________________  ________________
Signature of Affiant                    Date

____________________________________________________________________  ________________
Signature of Affiant                    Date
Section 3 Brochure

What is Section 3?

It is a means by which HUD fosters local economic development, neighborhood economic improvement, and individual self-sufficiency. Section 3 is the legal basis for providing jobs for residents and awarding contracts to businesses in areas receiving certain types of HUD financial assistance.

Under Section 3 of the HUD Act of 1968, wherever HUD financial assistance is expended for housing or community development, to the greatest extent feasible, economic opportunities will be given to Section 3 residents and businesses in that area.

Section 3 Policy

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low and very-low income persons, particularly those who are recipients of government assistance for housing.

Who are Section 3 residents?

Section 3 residents are:

- Public Housing residents
- Low and very-low income persons who live in the metropolitan area or non-metropolitan county where a HUD-assisted project for housing or community development is located.

Determining Income Levels

- Low income is defined as 80% or below the median income of that area
- Very-low income is defined as 50% or below the median income of that area
- Median incomes can be found using the American Fact Finder at www.factfinder.census.gov/home/saff/main.html

What is a Section 3 business & what types of economic opportunities are available under Section 3?

A business:

- That is at least 51 percent or more owned by Section 3 residents,
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern
Type of Opportunities: Job training, Employment, Contracts

Examples include:

<table>
<thead>
<tr>
<th>Administrative/ Management</th>
<th>Services</th>
<th>Construction</th>
</tr>
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<tbody>
<tr>
<td>accounting</td>
<td>appliance repair</td>
<td>architecture</td>
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<td>payroll</td>
<td>florists</td>
<td>machine operate</td>
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<td>research</td>
<td>marketing</td>
<td>bricklaying</td>
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<td>bookkeeping</td>
<td>carpet installation</td>
<td>painting</td>
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<td>purchasing</td>
<td>janitorial</td>
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<td>word processing</td>
<td>photography</td>
<td>plastering</td>
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<td>catering</td>
<td>cement/masonry</td>
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<td>landscaping</td>
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<td>printing</td>
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<td>computer/information</td>
<td>surveying</td>
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<td>manufacturing</td>
<td>drywall</td>
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Who will award the economic opportunities?

Recipients of HUD financial assistance and their contractors and subcontractors are required to provide economic opportunities, to the greatest extent possible, consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is expended
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

Businesses that meet the definition of a Section 3 business owner

How can businesses find Section 3 residents to work for them?

Businesses can recruit in the neighborhood and public housing developments to inform residents about available training and job opportunities. Distributing flyers, posting signs, placing ads, and contacting resident organizations and local community development and employment agencies to locate potential workers are effective ways of acquiring jobs.

Are recipients, contractors and subcontractors required to provide long-term employment opportunities, and not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very-low income person, including seasonal and temporary employment, as well as long-term jobs.
Employment goals are based on "new hires", which are defined as full-time employees for permanent, temporary or seasonal employment opportunities.

Recipients and contractors are encouraged to provide long-term employment. At least 30 percent of the permanent, full-time employees hired should be Section 3 residents. After a Section 3 employee has been employed for 3 years, the employee may no longer be counted as a Section 3 employee to meet the 30 percent requirement. This requires recipients to continue hiring Section 3 residents when employment opportunities are available.

How can businesses and low income persons find out more about Section 3?

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Field Office or the HUD Community Builder.

What if it appears an entity is not complying with Section 3?

There is a complaint process. Section 3 residents, businesses, or a representative for either may file complaints if they believe a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. A complaint that cannot be resolved voluntarily may result in an administrative hearing.

Will HUD require compliance?

Yes. HUD receives annual reports from recipients, monitors the performance of contractors and investigates complaints. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses.

How can businesses or residents pursue an alleged violation of Section 3?

You can file a written complaint with the local HUD Field Office or mail it to:

The Assistant Secretary for Fair Housing and Equal Opportunity
ATTN: Office of Economic Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, S.W.,
Room 5100
Washington, D.C. 20410-2000

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought (i.e. training, employment or contracts)

Section 3 Office:

The Section 3 Division is located in the Historic Lincoln Building, in the 18th and Vine District, 1601 E. 18th St., Suite 200, Kansas City, MO 64108. The Section 3 Office serves to regulate the City's federal requirements related to the Section 3 HUD Act of 1968, as amended. That acts intends to foster local and
neighborhood economic development and to increase individual self-sufficiency. The Section 3 Office certifies businesses and individuals as Section 3 Business Enterprises or Section 3 Workers. The City of Kansas City Missouri is responsible for administering more than $9 million in Section 3 covered Community Development Block Grant (CDBG) funding. In 2006, Kansas City was the subject of a Section 3 Compliance Review, which resulted in a number of findings of noncompliance. Accordingly, Kansas City made Section 3 compliance a priority by creating an Office of Section 3 Administration with its own Section 3 Coordinator.

This office works closely with the city's Contract Compliance Division, Office of Community Development, and potential Section 3 residents/contractors. As a result, the city has developed innovative strategies for complying with the requirements of Section 3 and has exceeded the goals for contracting and employment opportunities found at 24 CFR § 135.30.

For more information please contact:
Section 3 Office
Phone: 816-513-6817
Fax: 816-513-6820

or

Diana Adomo-Boody
(dboody@hakc.org) 816-777-2904

Sec. 134.38  Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

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

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

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

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

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

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

G. With respect to work performed in connection with section 3 covered Indian housing regulations, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "step-up" employment and training program for Section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 134.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.

(11) Contacting agencies administering HUD YouthBuild programs, and requesting their assistance in recruiting HUD YouthBuild program participants for the HA’s or contractor’s training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA’s or contractor’s training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers or general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as “force account labor” in HUD’s Indian Housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)

(16) When there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II.

III. Examples of Efforts To Award Contracts to Section 3 Business Concerns
(1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid Invitations or request for proposals.

(7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

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(10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible Section 3 business concerns.

(16) For HAs, participating in the “Contracting with Resident-Owned Business” program provided under 24 CFR part 983.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with Section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.
General Conditions for non-Construction Contracts
Section I – (With or without Maintenance Work)

Applicability. This form HUD-5370-C 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 966.105) 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 I - Clauses for All Non-Construction Contracts greater than $100,000

1. Definitions

The following definitions are applicable to this contract:

(a) “Authority or Housing Authority (HA)” means the Housing Authority.
(b) “Contract” means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) “Contractor” means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) “Day” means calendar days, unless otherwise stated.
(e) “HUD” means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA’s convenience or the failure of the Contractor to fulfill the contract obligations (default).
(b) The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in progress.

(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of offset or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor’s Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor’s directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
   (i) appeals under the clause titled Disputes;
   (ii) litigation or settlement of claims arising from the performance of this contract; or,
   (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III. Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA’s decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA’s decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificates and release, in form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor’s organizational, financial, contractual or other interests are such that:
   (i) Award of the contract may result in an unfair competitive advantage; or
   (ii) The Contractor’s objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any
product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to Congress of the United States of America or Resident Commissioner shall be admitted to any share in or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory, possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:
(1) Agency and legislative liaison by Own Employees.
(a) The prohibition on the use of appropriated funds, in paragraph (b) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
(b) For purposes of paragraph (b)(1)(Y)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
   (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
   (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
   (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
   (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
   (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
(e) Only those activities expressly authorized by subdivision (b)(1)(Y)(a) of this clause are permitted under this clause.

(2) Professional and technical services.
(a) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of:
   (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
   (b) For purposes of subdivision (b)(1)(Y)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
   (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
   (d) Only those services expressly authorized by subdivisions (b)(1)(Y)(a) and (b) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(b) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
   (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
   (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, 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, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims, suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

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

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

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

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

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

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

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

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.
CONTRACT FOR CONSTRUCTION SERVICES

AGREEMENT BETWEEN THE HOUSING AUTHORITY OF KANSAS CITY, MISSOURI
AND CONTRACTOR

THIS AGREEMENT made this ___ day of ________, 2020

BETWEEN THE HOUSING AUTHORITY OF KANSAS CITY, MISSOURI (HAKC), a
Missouri Municipal Corporation with its principal business office at 920 Main Street, Suite #701,
Kansas City, MO 64105.

and the Contractor: _______________________________________
Contract # __________________

For the following Project: _______________________________________

HAKC and the Contractor agree as set forth below:
Article 1 Definitions

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1.2 "Agreement"
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1.4 "Complete" and "Completion"
1.5 "Contract Price"
1.6 "Contract Time"
1.7 "Contracting Officer"
1.8 "Day"
1.9 "Drawings"
1.10 "Final Acceptance"
1.11 "Final Completion"
1.12 "General Conditions"
1.13 "HAKC"
1.14 "HAKC Residents"
1.15 "Minority Business"
1.16 "Owner"
1.17 "PHA/JHA"
1.18 "Project Manager"
1.19 "Specifications"
1.20 "Subcontract"
1.21 "Subcontractor"
1.22 "Substantially Complete"
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also includes all formal changes made in writing in accordance with the procedures established herein.

1.3 "Calendar Day" means a twenty-four hour period of time, including weekdays, weekends and holidays.

1.4 "Complete" and "Completion" shall have the same meaning as the term "Final Completion" except when the terms are modified by the words "partial," or "substantial," or another meaning is undisputedly intended, as evidenced by the context or usage of such terms.

1.5 "Contract Price" and similar terms (including, but not limited to, Contract Sum and Agreement Price), mean the sum which HAKC agrees to pay, and Contractor agrees to accept as payment, for the performance of this Agreement, pursuant to Paragraph 27.1.

1.6 "Contract Time" means the period of time required for performance of the Work stated in Article 25.

1.7 "Contracting Officer" means the person delegated the authority by HAKC to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes

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any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of HAKC in all dealings with the Contractor.

1.8 "Day" means a Calendar Day.

1.9 "Drawings" means the graphic and pictorial documents, prepared or approved by the Project Manager, showing the design, location and dimensions of the Work, generally including plans, elevations, sections details, schedules and diagrams.

1.10 "Final Acceptance" means the issuance by the Project Manager of the Certificate of Final Completion.

1.11 "Final Completion" means the condition of the Work on the date the Project Manager issues the Certificate of Final Completion.

1.12 "General Conditions" mean the General Conditions of the Contract for Construction, form HUD-5370.

1.13 "HAKC" means Housing Authority of Kansas City, Missouri, a Missouri Municipal Corporation created pursuant to R.S.Mo. § 99.040.

1.14 "HAKC Residents" means individuals who reside at a housing project owned by HAKC.

1.15 "Minority Business" means a business which is at least fifty-one percent (51%) owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least fifty-one percent (51%) of the voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority Group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, and Asian Indian Americans, and Hasidic Jewish Americans.

1.16 "Owner" means Housing Authority of Kansas City, Missouri, a Missouri Municipal Corporation created pursuant to R.S.Mo. § 99.040.

1.17 "PHAIHA" means Housing Authority of Kansas City, Missouri, a Missouri Municipal Corporation created pursuant to R.S.Mo. § 99.040.

1.18 "Project Manager" means the person designated by HAKC to monitor and enforce the terms and conditions of the contract documents and exercise such authority as stated in this Agreement.

1.19 "Specifications" means the documents prepared by the HAKC's Construction Management Department consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.20 "Subcontract" means any contract, purchase order or other agreement, including modifications and Change Orders to the foregoing, entered into by a Subcontractor to furnish supplies, materials, equipment and services for the performance of this Agreement.

1.21 "Subcontractor" means any supplier, vendor, firm, entity or individual that furnishes supplies, materials, and equipment or services to or for the Contractor or another Subcontractor.

1.22 "Substantially Complete" describes the condition of Work when all the Work, or a portion of the Work designated by the Project Manager, is sufficiently completed in accordance with this Agreement, so that such Work can be utilized for its intended purposes. No Work shall be deemed Substantially Complete until the Contractor satisfies all requirements for demonstration and instruction regarding operation and maintenance procedures with respect to such Work.

1.23 "Women's Business Enterprise" means a business that is at least fifty-one percent (51%) owned by a woman or women who are U.S. citizens and who also control or operate the business.

1.24 "Work" includes all construction and services required by the Specifications, Drawings, and this Agreement, whether completed or partially completed, including all labor, materials, equipment and services for the _______________ and as further described in the written scope of work and Contractor's proposal if any attached hereto.

1.25 "Work Day" means a twenty-four hour (24) period of time, excluding Saturdays, Sundays and federal holidays.

1.26 "Work Site" means the location designated by the Contracting Officer where the Work is to be performed.

Article 2 Contractor's Responsibility for Work

2.1 GENERAL RESPONSIBILITIES

2.1 a. Compliance & Business Judgment: The Contractor shall perform all Work in compliance with this Agreement. The Contractor shall exercise sound business judgment and use its best skill and attention when performing the Work.
2.1b. **Supervision & Coordination:** The Contractor shall supervise, coordinate and direct the Work. 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 Agreement, unless expressly stated otherwise in this Agreement.

2.1c. **Contracting Officer:** The Contractor shall not be relieved of its obligations to perform the Work in accordance with this Agreement by performance of the duties of Contracting Officer or any duly authorized representative of HAKC (i.e. the Project Manager), or by tests, inspections, approvals or certifications required or performed by persons other than the Contractor. The Contracting Officer may delegate its authority and obligations. The Contractor shall submit to the Contracting Officer such documentation as requested by the Contracting Officer to assist in the administration of construction.

2.2 **EMPLOYEES/SUBCONTRACTORS**

The Contractor shall be responsible for the conduct and discipline of its employees and Subcontractors. All workmen shall have sufficient knowledge, skill, and experience to perform properly the Work assigned to them. Any workman, who does not perform his Work in a skillful manner, appears to be incompetent, or acts in a disorderly or intemperate manner, shall, at the request of the Project Manager, be removed from the work site by the Contractor or his Superintendent. Such removal is not cause for an extension of time in which to complete the Work.

2.3 **CONTRACTOR'S USE OF THE WORK SITE**

2.3a. **Project Manager's Instructions:** The Contractor shall limit its use of the Work Site in accordance with the written instructions of the Project Manager. When the Contractor is not performing Work in a particular area of the Work Site, the Contractor shall take reasonable measures, including the removal of equipment and materials, to permit use of such areas by HAKC, HAKC Residents and the public.

2.3b. **Roads, Entrances & Storage:** The Contractor shall not block public roads or entrances to the Work Site. The Contractor or Subcontractors shall not use the public roads and entrances to the Work Site for storage of materials or parking.

2.3c. **Material Storage:** The Contractor shall coordinate the Work and delivers to minimize the amount of materials and equipment stored at the Work Site. The Contractor shall receive, store and handle products, materials and equipment in a manner, which will prevent loss, deterioration and damage.

2.3d. **Cleaning & Maintenance of Work Site:**

The Contractor shall ensure that work site is cleaned on a daily basis. Debris must be removed or placed in a container approved by Project Manager.

2.4 **INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless HAKC and HAKC's directors, officers and employees against any and all claims, demands, losses and liabilities, including court costs and attorneys' fees, arising out of any act or omission by or on behalf of Contractor or any Subcontractor.

2.5 **INDEPENDENT CONTRACTOR**

The Contractor is acting at all times as an independent contractor. Neither the conduct of the parties nor any provision of this Agreement shall create a master-servant relationship between HAKC and the Contractor.

**Article 6 Construction Progress Schedule, Progress Reports and Progress Meetings**

6.1 **PROGRESS SCHEDULE:**

6.1a. **Content of Schedule:** Contractor shall prepare a detailed construction progress schedule covering all aspects of the Work. The Progress Schedule shall:

1. Provide a detailed, graphic representation of activities and events that will occur during performance of the Work.

2. Identify each phase of construction and occupancy.

3. Identify dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the Contract Documents,

4. Display the relationship of the Work to other activities, such as scheduled occupancy by HAKC or other contractors' work,

5. Establish start dates and completion dates of distinct aspects of the Work;

6. Indicate the estimated percentage of completion of Work activities in ten percent (10%) increments,

7. Reflect the time required for procurement of manufactured or processed materials and equipment,
(8) Reflect time required for inspections and certifications; and,
(9) Additional information requested by the Contracting Officer or any duly authorized representative of HAKC.

6.1b. Submission & Approval of Schedule: The Contractor shall submit its proposed Progress Schedule to the Project Manager within ten (10) days after issuance of the Notice to Proceed. After receipt of the proposed Progress Schedule, the Project Manager shall either approve the schedule or notify the Contractor of required modifications. If modifications are required, the Contractor shall modify and resubmit the Progress Schedule, in a form satisfactory to the Project Manager, within seven (7) days after receiving notice of such modifications.

6.1c. Updating Schedule: The Contractor shall update the Progress Schedule every calendar month during which Work is performed. The Contractor shall update all aspects of the Progress Schedule, including: (1) the percentage of Work complete, (2) changes in actual or proposed activity durations, (3) projected future start and completion dates, (4) delays affecting the Work, (5) additional information requested by the duly authorized representative of HAKC. The Contractor shall submit updated versions of the CPM Progress Schedule with each Application for Payment.

6.1d. Schedule to Subcontractors: The Contractor shall submit copies of the Progress Schedule and all revisions thereto, to all Subcontractors.

6.1e. Compliance with Schedule: The Contractor shall perform the Work in compliance with the original version of the Progress Schedule (i.e., the first version of the Progress Schedule approved by the Project Manager). The Contractor shall monitor the Work's progress and notify the Project Manager in writing of any deviations from the original version of the Progress Schedule. If the Project Manager determines the Work has not reached the level of completion required by the original version of the Progress Schedule, the Project Manager may require the Contractor to take corrective measures necessary to expedite the progress of the Work, including, without limitation: (1) working additional shifts or overtime; and, (2) supplying additional manpower, equipment, and facilities (hereinafter referred to collectively as "Extraordinary Measures"). The rights of the Project Manager to require Extraordinary Measures are solely for the purpose of ensuring the Contractor's compliance with this Agreement. The Contractor shall not receive an adjustment to the Contract Price in connection with Extraordinary Measures required pursuant to this Article.

6.2 DELETION

Clause 6(a) of the General Conditions shall be deleted entirely.

6.3 PROGRESS REPORTS:

6.3a. Preparation & Submission: The Contractor shall prepare and maintain a weekly record of construction progress activities ("Weekly Progress Reports"). The Contractor shall deliver weekly Progress Reports to the Project Manager once per week, during every week in which Work is performed.

6.3b. Form & Handwriting: The weekly Progress Reports shall be prepared on a standard form, acceptable to the Project Manager, and shall contain legible handwriting. If the Project Manager determines that handwriting on a weekly Progress Report is not legible, the Project Manager may require the Contractor to type subsequent weekly Progress Reports.

6.3c. Contents: The Contractor shall indicate the following on weekly Progress Reports:

(1) Subcontractors at the Work Site;
(2) Approximate number of personnel at the Work Site;
(3) Work stoppages and delays, and the causes of such events;
(4) Accidents and unusual events;
(5) Inspections and tests performed, or expected to be performed within the next week;
(6) General weather conditions,
(7) Additional information requested by the Project Manager or other duly authorized representative of HAKC.

6.4 PROGRESS MEETINGS

6.4a. Time & Attendance: HAKC may schedule Progress Meetings during every calendar month during which Work is performed. The Contractor shall attend such Progress Meetings. The Contract shall require its Subcontractors to attend such meetings at HAKC's request.

Article 7 Site Investigation and Conditions Affecting the Work

7.1 GRADES & DIMENSIONS

The exactness of grades, elevations, dimensions, or locations given on any Specification or Drawing issued by the Project Manager, or work installed by other contractors, is not guaranteed by the HAKC. The Contractor shall carry itself as to the accuracy of all grades, elevations, dimensions and locations. In all cases of interconnection of the Contractor's Work with existing or other work, the Contractor shall verify all dimensions relating to such existing or other work.
7.2 **FIELD MEASUREMENTS**

The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions with the Specifications and Drawings before commencing construction activities.

**Article 12 Permits and Codes**

12.1 **OCCUPATIONAL LICENSES:** Before issuance of the Notice to Proceed, the Contractor shall submit evidence to the Contracting Officer or other duly authorized representative of HAKC of the Contractor's current Kansas City, Missouri, Occupational License to do business in Kansas City, Missouri. Before submitting its first Application for Payment, the Contractor shall ensure that all Subcontractors possess current Kansas City, Missouri, Occupational Licenses to do business in Kansas City, Missouri.

12.2 **APPLICABLE LAWS/REGULATIONS**

The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations, including, but not limited to: (A) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327, et. Seq. (as supplemented by 29 CFR 5); (B) Anti-Kickback Act, 18 U.S.C. 874, et seq. (as supplemented by 29 CFR 3); (C) Conduct and Qualifications regulations found at 24 CFR 85; and, (D) Chapter 290, Wages, Hours and Dismissal Rights, of the Revised Statutes of Missouri, to the extent that such Chapter is not preempted by federal law. The Contractor shall satisfy and comply with applicable HAKC and HUD requirements, regulations and policies.

12.3 **INDEMNIFICATION**

The Contractor shall indemnify HAKC for any expense, including court costs and attorneys' fees, incurred by HAKC as a result of the Contractor's, or any Subcontractor's, violation of any law, ordinance, code, rule or regulation.

**Article 13 Health, Safety, and Accident Prevention**

13.1 **BARRICADES & FENCING**

The Contractor is responsible for providing adequate barricades or fencing at the Work Site and limiting ingress and egress so as to provide adequate warning to, and prevent injury of, third parties.

13.2 **THEFT, VANDALISM & PHYSICAL HARM**

The Contractor shall take appropriate measures to ensure the security of the Work Site. Such security measures shall protect against theft, vandalism and destruction of the Work, equipment, materials and personal property on the Work site. The Contractor shall take reasonable security measures to protect the Contractor's employees, Subcontractors' employees and all other individuals present on the Work Site from assault, battery and other physical harm.

**13.3 SAFETY PROGRAM**

Before commencing construction, the Contractor shall appoint a safety representative on site. The Contractor shall comply with the American Standard Safety Code. The Contractor shall have on site at all times a binder containing Material Safety Data Sheets. The Contractor shall post an outline of the safety program and the name of the safety representative at the Work Site. The Contractor shall implement its safety program throughout the performance of the Work. HAKC and the Project Manager shall not be responsible for implementation of safety measures.

**13.4 LOCAL SAFETY REQUIREMENTS**

The Contractor shall provide any and all measures of protection required by the City of Kansas City, Missouri, for the protection of the public and employees during excavation operations and performance of the Work. Such safety measures shall include, but shall not be limited to, protection of sidewalks, and placement of barricades, warning lights and signs.

**Article 14 Temporary Heating**

14.1 **PERMANENT EQUIPMENT**

Before operating permanent equipment for temporary heating purposes, the Contractor shall verify that such equipment is properly installed, lubricated and equipped with filters. The Contractor shall provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts of such equipment. The Contractor shall replace all filters before transferring possession of permanent heating equipment to HAKC.

**Article 15 Availability and Use of Utility Services**

15.1 **UTILITY ACTIVATION & DEACTIVATION**

Before beginning the Work, Contractor shall ensure that appropriate utilities have been deactivated. The Contractor shall be solely responsible for the activation and deactivation of utilities on the Work Site. Contractor shall indemnify HAKC for any and all liability incurred by HAKC, including attorneys' fees, resulting from the Contractor's failure to properly activate or deactivate utilities.
15.2 **UTILITY EASEMENTS**

The Contractor shall obtain easements necessary for the acquisition of temporary utilities, if HAKC does not own easements that can be used for that purpose.

15.3 **UTILITY INSPECTIONS & PERMITS**

The Contractor shall obtain appropriate Inspections, Tests, permits and certifications of appropriate public authorities before activating any temporary utility.

**Article 16 Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements**

16.1 **NOTICE OF UTILITY DEACTIVATION**

Contractor shall obtain approval of the Project Manager and the Project Manager forty-eight (48) hours before deactivating any utilities in occupied or existing facilities.

**Article 18 Clean Air and Water**

18.1. **AIRBORNE DIRT:** If requested by the Project Manager, the Contractor shall take necessary measures to limit the amount of airborne dirt and dust.

**Article 20 Inspection and Acceptance of Construction**

20.1 **INSPECTION & TEST ASSISTANCE**

The Contractor shall cooperate with all individuals performing Inspections or Tests, and shall provide access to the Work. The Contractor shall: (1) furnish incidental labor and facilities to facilitate such Inspections or Tests; (2) obtain quantities of samples of materials to be tested; (3) provide facilities for storage and curing of test samples; (4) deliver samples to testing laboratories; (5) provide security and protection of samples and test equipment at the Work Site; and, (6) provide other services reasonably related to the performance of Inspections and Tests.

20.2 **INSPECTION & TEST COORDINATION**

The Contractor shall coordinate the Work with Inspections and Tests to avoid delays in the Work and prevent disassembly or uncovering of completed Work.

20.3 **LIST OF NONCONFORMING WORK**

When the Contractor believes that all Work is complete, the Contractor shall conduct a thorough inspection of the Work to identify and prepare a written list of all unfinished Work and all Work that otherwise fails to comply with the Specifications, Drawings or any aspect of this Agreement ("List of Unfinished and Nonconforming Work"). The Contractor shall submit its list of Unfinished and Nonconforming Work to the Project Manager and any Subcontractors that may be required to perform or correct such Work.

20.4 **SUBSTANTIAL COMPLETION APPLICATION**

After completion and correction of all Work identified on the List of Unfinished and Nonconforming Work, the Contractor shall submit to the Project Manager a written Application for Certification of Substantial Completion, containing a notarized statement that: (1) the governing codes administration authorities have approved each building; and, (2) the Contractor has obtained certificates of occupancy for each building from appropriate public agencies.

20.5 **SUBSTANTIAL COMPLETION CERTIFICATION**

Within ten (10) days after receiving the Contractor’s Application for Certification of Substantial Completion, the Project Manager shall review the Work and identify any remaining unfinished or nonconforming Work. If the Project Manager agrees that the Work is Substantially Complete, HAKC shall issue a Certificate of Substantial Completion, along with a punch list that describes any remaining unfinished or nonconforming Work. If the Project Manager determines that the Work is not Substantially Complete, the Contractor shall repair unfinished or nonconforming Work, and submit another Application for Certification of Substantial Completion. The Contractor shall pay all costs associated with the Contractor’s second, and subsequent, Applications for Certification of Substantial Completion.

20.6 **PARTIAL SUBSTANTIAL COMPLETION:**

The Project Manager may, in his sole discretion, certify less than all of the Work as Substantially Complete. The Project Manager may require the Contractor to prepare and submit a List of Unfinished and Nonconforming Work for any designated portion of the Work. When the Contractor has performed all of the Work identified on such list, the Contractor shall submit to the Project Manager an Application for Certification of Substantial Completion for the designated portion of the Work, containing a notarized statement that: (1) the governing codes administration authorities have approved each building for the designated portion of the Work; and, (2) the Contractor has obtained certificates of occupancy for each building on the designated portion of the Work. If the Project Manager agrees that
the designated portion of the Work is complete, they may issue a Certificate of Substantial Completion that identifies the substantially completed portion of the Work. A Certificate of Final Completion shall not be issued for less than all of the Work.

20.7 FINAL COMPLETION APPLICATION

After performing all Work required by the punch list, the Contractor shall submit to the Project Manager a written Application for Certificate of Final Completion, that includes a notarized statement that: (1) the Contractor has completed all Work in compliance with the Specifications, Drawings and this Agreement; and, (2) the Work is free from violations of federal, state and local environmental laws, regulations and ordinances and (3) all Work has met Industry Standards.

20.8 FINAL COMPLETION CERTIFICATION

Within ten (10) days after receiving the Contractor's Application for Certificate of Final Completion, the Project Manager shall review the Work and identify any remaining unfinished or nonconforming Work. If the Project Manager agrees that all Work is complete and complies with the Specifications, Drawings and this Agreement, HAKC shall issue a Certificate of Final Completion. If the Project Manager determines that any Work is incomplete or fails to comply with the Specifications, Drawings or this Agreement, the Contractor's Application for Certification of Final Acceptance shall be denied, and the Contractor shall complete or correct the Work and submit another Application for Certification of Final Completion. The Contractor shall pay all costs associated with the Contractor's second, and subsequent, Applications for Certification of Final Completion.

20.9 EFFECT OF CERTIFICATES:

The issuance of a Certificate of Substantial Completion or a Certificate of Final Completion shall not release the Contractor from liability for defective Work or Work that fails to comply with the Specifications or Drawings to the extent that such defect or nonconformity is not readily evident from visual of the Work Site.

20.10 DELETION

Sub clause 20(j) of the General Conditions shall be deleted entirely.

Article 2 Use and Possession Prior to Completion

21.1 COORDINATION & OCCUPANCY CERTIFICATION

HAKC may use and possess the Work Site and completed and partially completed portions of the Work. The Contractor shall coordinate the Work to facilitate HAKC's use and possession of the Work Site and completed or partially completed portions of the Work. The Contractor shall obtain certificates of occupancy from the appropriate authorities before HAKC or HAKC Residents occupy the Work.

21.2 NOTICE OF DELAY

The Contractor immediately shall provide written notice to the Project Manager if the Contractor believes that HAKC's use or possession of the Work Site or the Work will delay or hinder, or has delayed or hindered, performance of the Work. The Contractor shall waive its rights to damages, an extension of time or other relief for such delay or hindrance, if the Contractor fails to submit such written notice within seven (7) days after commencement of the delay or hindrance.

Article 23 Warranty of Construction

23.1 WARRANTY OBLIGATIONS

The Contractor shall restore or remove-and-replace warranted Work to its originally specified condition, during the warranty period if the Work does not comply with or fulfill terms of warranty. The Contractor shall restore or remove-and-replace other Work which has been damaged by failure of warranted Work, or which must be removed and replaced to gain access to warranted Work. The Contractor shall pay the cost of restoration or removal-and-replacement without regard to whether HAKC has already benefited from use of failing Work.

23.2 HAKC'S RECURSE

The Contractor's warranties and warranty periods shall not diminish implied warranties, and shall not deprive HAKC of actions, rights or remedies otherwise available as a result of Contractor's failure to fulfill requirements of this Agreement. HAKC reserves the right to reject coincidental product warranties considered to be conflicting with or detracting from requirements of this Agreement.

Article 24 Prohibition against Liens

24.1 PARTIAL LIEN WAIVERS

The Contractor shall attach to every Application for Payment, a notarized Partial Lien Waiver that completely disclaims and waives the Contractors' right to file or maintain a lien against HAKC's property, to the extent of payments previously made to the Contractor. The Contractor shall fully pay, in a timely manner, all Subcontractors, and all agents, persons or entities claiming by or through such Subcontractors.
The Contractor shall obtain and attach to every Application for Payment, a notarized Partial Lien Waiver from every Subcontractor that disclaims and waives the Subcontractor's right to file or maintain a lien against any HAKC property, to the extent of payments previously made to such Subcontractor.

24.2 FINAL LIEN WAIVER & RELEASE

The Contractor shall attach to its Application for Final Payment a notarized Final Lien Waiver and Release that completely disclaims and waives the Contractor's right to file or maintain any lien against HAKC's property. The Contractor shall obtain and attach to its Application for Final Payment a notarized Final Lien Waiver and Release from every Subcontractor that completely disclaims and waives the Subcontractor's right to file or maintain a lien against HAKC's property. Both Contractor and HAKC agree and understand that said Final Lien Waiver & Release shall be effective upon Contractor's receipt of the final payment from HAKC.

24.3 BOND IN LIEU OF LIEN WAIVER

If any Subcontractor fails or refuses to furnish a valid or complete Lien Waiver, or Final Lien Waiver and Release, the Contractor shall furnish a bond satisfactory to HAKC to indemnify HAKC against any claim by lien or otherwise.

24.4 UNSATISFIED LIENS & CLAIMS

If any lien or claim remains unsatisfied after Final Payment, the Contractor shall refund to HAKC all monies necessary to discharge such lien or claim, and shall compensate HAKC for all costs, reasonable attorney's fees, and other damages relating to the lien or claim.

Article 25 Contract Period/Schedule for Performance

The Contractor agrees and acknowledges that time is of the essence in the performance of this Agreement. The Work shall be performed and completed within the Contract Time and according to the schedule contemplated in this Article 25.

25.2 SCHEDULE

The Contractor agrees and acknowledges that all of the Work shall be completed within __________ from the date the HAKC provides the Contractor with the Notice to Proceed. Specifically, in order to establish the completion of the Work the Contractor agrees that it will provide to the HAKC certificate(s) of substantial completion within from the date of the Notice to Proceed. Contractor further agrees that said certificate(s) must be satisfactory to the HAKC before the certificate(s) of substantial completion can be used to establish that the performance of the work was accomplished within the Contract time frame.

25.3 ACCESS TO SITE/COMMITMENT TO SCHEDULE

HAKC promises to give the Contractor access to the entire construction Work Site on the date that HAKC provides the Contractor with the Notice to Proceed. Contractor agrees that it has reviewed the specifications, drawings and any and all other documents, records, and materials that are necessary in order to make its promise that it can perform and complete all of the Work within ________ from the date of the Notice to Proceed.

25.4 DELETION

Clause 25 of the General Conditions shall be deleted entirely.

Article 27 Payments

27.1 CONTRACT PRICE & TAXES

HAKC agrees to pay, and the Contractor agrees to accept as payment, for the performance of this Agreement, the sum of: ____________ ($ ___________). The Contractor shall pay all taxes and contributions measured by wages, which may be applicable to this Agreement. Personal property and materials purchased for the purpose of constructing the Work is exempt from sales tax. The HAKC shall furnish to the Contractor a tax exemption certificate authorizing the purchase of personal property and materials for the construction, repair and remodeling of the Work. The Contractor shall furnish such certificate to all Subcontractors. When the Contractor and/or any Subcontractor purchases personal property or materials, the Contractor and/or Subcontractors shall present the tax exemption certificate to the materials supplier as authorization to purchase on behalf of HAKC all tangible personal property and materials to be consumed in or incorporated into the Work. The Contractor shall retain all invoices for all personal property and materials consumed in or incorporated into the Work for a period of five (5) years.

27.2 PRICE BREAKDOWN:

The Contractor shall submit a breakdown of the Contract Price ("Price Breakdown") in triplicate to the Contracting Officer, in accordance with Clause 27(c) of the General Conditions. The Price Breakdown shall be prepared on form HUD-51000, Schedule of Amounts for Contract Payments. The Price Breakdown shall
project costs of major aspects of the Work, and identify separately the dollar values of each Subcontract and contracts with Minority Businesses and Women's Business Enterprises. No payments shall be due until the Price Breakdown is submitted in a form satisfactory to the Project Manager.

27.3 SUBMISSION OF PAYMENT APPLICATION

Upon Contractor's completion of the Work and issuance of the Certificate of Substantial Completion, Contractor shall submit the Payment Application to the Project Manager for processing. The Application for Payment shall request payment for the labor and materials incorporated into the Work and materials suitably stored during the preceding calendar months, less the aggregate of previous payments and specified retainage.

27.4 FORM OF PAYMENT APPLICATIONS

The Contractor shall include the following items in every Application for Payment, in a form satisfactory to the Project Manager:

A. Cover Letter: The Contractor shall submit a cover letter that: (1) identifies the Project; (2) assigns a number to the Application for Payment; and, (3) contains a detailed list of enclosures.

B. Price Breakdown: The Contractor shall submit a copy of the Price Breakdown, prepared in accordance with Paragraph 27.2.

C. Periodic Estimate for Partial Payment: The Contractor shall complete and submit form HUD-51001, Periodic Estimate for Partial Payment.

D. Change Order Documentation: The Contractor shall complete and submit form HUD-51002, Schedule of Change Orders. The Contractor shall submit a copy of every Change Order issued by the Contracting Officer.

E. Stored Materials Documentation: If the Application for Payment requests payment for materials stored, but not yet incorporated into the Work, the Contractor shall: (1) complete and submit form HUD-51003, Schedule of Materials Stored; (2) complete and submit form HUD-51004, Summary of Materials Stored; and, (3) submit other documentation required by Clause 27(g) of the General Conditions. Such documentation of stored materials shall identify: (1) the Contractor or Subcontractor responsible for storing such materials; and, (2) the location where such materials are stored. Form HUD-51003 shall be signed by the employees of the Contractor that prepare and verify such form.

F. Statement of Compliance: The Contractor shall complete and submit Department of Labor form WH-348, Statement of Compliance. The Contractor shall also obtain and submit Department of Labor forms WH-348, prepared by each Subcontractor performing Work during the month for which payment is requested.

G. Payroll Documentation: The Contractor shall complete and submit Department of Labor form WH-347, Payroll.

H. Certificate Regarding Payment: The Contractor shall complete and submit the certification regarding payment, required by Clause 27(e) of the General Conditions.

I. Construction Progress Schedule: The Contractor shall update and submit its Schedule, as required by Article 6, within one week preceding the submission of its Application for Payment.


K. Partial Lien Waivers: Contractor shall execute and submit Partial Lien Waivers applicable to the Contractor and every Subcontractor as required by Article 24. The Contractor shall also submit all previously executed Partial Lien Waivers.

L. Other Documents: In addition to the above, the Contractor shall submit other documentation, if any, required by this Agreement.

27.5 PAYMENT CERTIFICATE

After receiving the Contractor's Application for Payment, the Project Manager shall either issue to the Contracting Officer a Certificate for Payment for such amount as the Project Manager determines is properly due, or notify the Contracting Officer of its reasons for rejecting the Application for Payment, in whole or in part. The Project Manager shall return the Application for Payment to the Contractor within seven (7) days after receiving such application, and shall specify the reason(s) for returning the application, if the Project Manager determines: (1) the Application for Payment lacks adequate substantiating data; or, (2) the form of the Application for Payment is unsatisfactory.

27.6 PAYMENT

Within thirty (30) days after the Project Manager receives the Contractor's Application for Payment, the Contracting Officer shall either pay the Contractor the amount certified by the Project Manager or notify the Contractor of its reasons for withholding payment, in whole or in part.
27.7 REJECTION OF PAYMENT APPLICATION

The Project Manager or the Contracting Officer may reject an Application for Payment (including an Application for Final Payment) or withhold payment, in whole or in part, to the extent reasonably necessary to protect the interests of HAKC. Applications for Payment (including an Application for Final Payment) may be rejected and payment may be withheld from the Contractor for reasons including, but not limited to, the following: (1) citation by a public agency or authority for acts of the Contractor or any Subcontractor which violate any federal, state or local law, regulation or ordinance; (2) liquidated damages; (3) unsatisfactory progress; (4) defective Work not remedied; (5) disputed Work; (6) failure to strictly comply with any provision of this Agreement; (7) third party claims filed, or reasonable evidence that such claim will be filed, as a result of the Work or the Contractor's conduct; (8) failure to make timely payment for labor, equipment or materials; (9) reasonable evidence that a Subcontractor cannot be fully compensated under its contract with the Contractor for the unpaid balance of the Contract Price; and, (10) damage to another contractor, Subcontractor.

27.8 EFFECT OF PAYMENT

The issuance of a Certificate for Payment and the making of payment to the Contractor shall not represent that the Project Manager or Contracting Officer has: (1) made exhaustive or continuous on-site inspections to check the quantity of the Work; (2) reviewed the Contractor's means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received form Subcontractors to substantiate the Contractor's right to payment; or (4) attempted to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price. The issuance of a Certificate for Payment and the making of payments under this Agreement shall not be evidence of the satisfactory performance of the Work, in whole or part. The issuance of a Certificate for Payment and the making of payments shall not be construed as an acceptance of defective Work or improper materials.

27.9 ERRONEOUS PAYMENT APPLICATION

If the Contractor, after submitting an Application for Payment or an Application for Final Payment, discovers that a portion or all of such application requested payment for Work that fails to conform to the Specifications, Drawings, or this Agreement, then the Contractor shall: (1) notify the Contracting Officer of such performance deficiency; and (2) pay HAKC interest on the value of the nonconformity (computed in the manner provided in 5 U.S.C. § 3909(c)) from the date of the Contractor's receipt of payment for the deficient Work until: (A) the date the Contractor notifies the Contracting Officer that the nonconformity has been corrected; or (B) the date that the Contractor reduces the amount of any subsequent Application for Payment by an amount equal to the value of the nonconformity.

27.10 RETAINERAGE

The Contracting Officer shall retain no more than ten percent (10%) of each payment to the Contractor. Within thirty (30) days after Certification of Substantial Completion and upon receipt of Contractor's invoice, HAKC shall pay the retainage to the Contractor, less two times (2X) the dollar value of any unfinished or nonconforming Work, and less the dollar value of any claims asserted by HAKC and other deductions authorized by this Agreement or permitted by law.

27.11 FINAL PAYMENT APPLICATION

The Contractor shall submit an Application for Final Payment to the Project Manager after issuance of the Certificate of Final Completion. In addition to the items required in every Application for Payment, the Application for Final Payment shall include the following:

A. Certificate of Completion-Consolidated: The Contractor shall submit a Certificate of Completion-Consolidated, on HAKC's current form.

B. Warranties & Manuals: The Contractor shall submit all written warranties, guarantees, maintenance agreements, workmanship bonds and manuals relating to the Work or components thereof.

C. Release of Claims: The Contractor shall submit a release of all claims against HAKC arising by virtue of this Agreement, other than claims, in stated amounts, that the Contractor has specifically accepted from the release. If any claims are accepted from the release, the Contractor shall clearly define the basis and scope of each individual claim. The Contractor shall not request payment for accepted claims in its Application for Final Payment.

D. Final Lien Waiver & Release: The Contractor shall execute and submit a Final Lien Waiver and Release. The Contractor also shall obtain and submit a Final Lien Waiver and Release from every Subcontractor.

E. Wages, Hours & Dismissal Rights Affidavit: The Contractor shall submit an affidavit stating that it has fully complied with the provisions and requirements of Chapter 290, Wages, Hours and Dismissal Rights, of Missouri's Revised Statutes. The Contractor shall submit similar affidavits that it has obtained from each Subcontractor, after the Subcontractor has completed its portion of the Work.
F. Stock & Parts: The Contractor shall submit evidence that extra stock and spare parts, tools, and keys required by this Agreement, if any, have been submitted to the Project Manager or placed in approved storage areas at the Work Site.

27.12 FINAL PAYMENT CERTIFICATE

After receiving the Contractor's Application for Final Payment, the Project Manager shall either issue to the Contracting Officer a Certificate for Final Payment for such amount as the Project Manager determines is properly due, or notify the Contracting Officer of its reasons for rejecting the Application for Final Payment, in whole or in part. The Project Manager shall return the Application for Final Payment to the Contractor within seven (7) days after receiving such application, and shall specify the reason(s) for returning the application, if the Project Manager determines: (1) the Application for Final Payment lacks adequate substantiating data; or, (2) the form of the Application for Final Payment is unsatisfactory.

27.13 FINAL PAYMENT

Within thirty (30) days after the Project Manager receives the Contractor's Application for Final Payment, the Contracting Officer shall either pay the Contractor the amount certified by the Project Manager or notify the Contractor of its reasons for withholding Final Payment, in whole or in part. The Contracting Officer shall not make Final Payment to the Contractor, unless or until the Contractor submits the affidavits required by RSMo. § 290.290, concerning compliance with Chapter 290, Wages, Hours, and Dismissal Rights, of Missouri's Revised Statutes.

27.14 DELETION

Sub clauses 27(b), 27(d), 27(f) and 27(i) of the General Conditions shall be deleted entirely.

Article 28 Contract Modifications

28.1 DELETION

Clause 28 of the General Conditions, including all Sub clauses of Clause 28, shall be deleted entirely.

Article 29 Changes

29.1 PERFORMANCE OF CHANGED WORK

The Contractor shall not perform Work-requiring reimbursement in addition to the Contract Price, or extensions of the Contract Time, without receiving a prior written Change Order issued by the Project Manager and signed by the Contracting Officer.

29.2 CHANGE ORDER APPLICATIONS

If the Contractor believes that any instruction, act or event justifies a change in the Contract Price, the Contract Time, or other provision of this Agreement, the Contractor shall submit to the Project Manager a written Application for a Change Order.

29.3 DELAYS:

29.3a Sources of Delay Claims: If the Contractor is delayed at any time while performing the Work by labor disputes, fire, extraordinary adverse weather conditions not reasonably anticipatable, unavoidable casualties, environmental hazards or any cause which the Contractor believes justifies an extension of time, the Contractor shall submit to the Project Manager an Application for a Change Order, seeking an extension of the Contract Time.

29.3b Critical Path Delays: In no event shall the Contract Time be extended as the result of a delay, unless work, which is critical to the Progress Schedule, has been delayed.

29.3c Weather Delays: If adverse weather conditions are the basis for the Contractor's Application for a Change Order, such application shall be documented by data substantiating that: (1) weather conditions were abnormally severe for month in which such conditions occurred, and could not have been reasonably foreseen; (2) such weather conditions delayed the scheduled construction; and, (3) the Contractor did not contribute to the delay in the construction. The Contractor shall not be awarded a Change Order due to adverse weather conditions if the Contractor fails to submit such documentation to the Project Manager.

29.4 CONTENT OF CHANGE ORDER APPLICATION

The Contractor's Application for a Change Order shall provide a detailed explanation of the change requested, including, but not limited to: (1) facts giving rise to such Application for a Change Order; (2) the identification, quantity, and cost of machinery, equipment and materials associated with the change; (3) a description of the types, hours and pay rates of laborers required by such change; (4) the amount of additional time required for performance of the change; (5) information and dates indicating whether, and to what extent, the change will delay the completion of the Work in its entirety; (6) transportation and delivery costs associated with the change; (7) costs of preparation and/or revision to specifications or Drawings resulting from the change; (8) any increase in insurance or bond premiums; (9) increases or decreases in the use or funding of Minority Businesses or Women's Business Enterprises; and, (10) such other information, if any, that may be required by the Project Manager or the Specifications.
29.5 **ACTUAL COSTS**

The Contractor's Application for a Change Order shall state the Contractor's actual cost of furnishing machinery, equipment, materials and labor, without including amounts for the Contractor's overhead or profit. If requested by the Project Manager, the Contractor shall submit satisfactory evidence that it's Application for a Change Order does not include amounts for overhead or profit.

29.6 **TIME FOR CHANGE ORDER APPL.:**

Contractor shall assert its written Application for a Change Order to the Project Manager within seven (7) days after the occurrence of the act or event giving rise to such request. Failure by Contractor to submit its written Application for a Change Order within the preceding time shall constitute a waiver of the Contractor's rights, if any, to an adjustment of the Contract Price, the Contract Time or other provision of this Agreement.

29.7 **CHANGE ORDER APPLICATION DECISIONS**

Within thirty (30) days after receiving the Contractor's Application for a Change Order, the Contracting Officer shall grant or deny the Contractor's application, or notify the Contractor of the date when such action will be taken. If the Contracting Officer grants the Contractor's Application for a Change Order, in whole or in part, the Project Manager shall issue a written Change Order, as provided below. If the Contracting Officer denies the Contractor's Application for a Change Order, the Contractor may pursue its claim under Article 31, Disputes.

29.8 **ISSUANCE OF CHANGE ORDERS**

The Contracting Officer may, at any time, make changes to this Agreement, including but not limited to changes in: (1) the Scope of the Work; (2) the method of performing the Work; and (3) the rate of performance of the Work. Notwithstanding any provision to the contrary, this Agreement cannot be orally modified. All changes shall be made in a writing signed by the Contracting Officer and describing the change ("Change Order").

29.9 **CONTENT OF CHANGE ORDERS**

All Change Orders shall include: (a) a detailed description of the change in the Work, including a reference to applicable Specifications and Drawings; (b) the extent of the adjustment in the Contract Price, if any; and, (c) the extent of the adjustment in the Contract Time, if any.

29.10 **OVERHEAD AND PROFIT**

If a Change Order increases the Contract Price, the Contracting Officer may include amounts for overhead and profit in the dollar value of the Change Order. The Contracting Officer, in its sole discretion, shall determine the amount of overhead and profit in accordance with the Specifications.

29.11 **PERFORMANCE OF CHANGES**

The issuance of Change Orders shall not invalidate this Agreement. Unless expressly provided otherwise in writing, the Contractor shall perform all changed Work in compliance with the terms and conditions of this Agreement.

29.12 **DELETION**

Clause 29 of the General Conditions, including all Sub clauses of Clause 29, shall be deleted entirely.

**Article 31 Disputes**

31.1 **CLAIMS DEFINED**

The term "Claim" as used in this Article 31, means a demand or assertion by the Contractor seeking payment of money, the adjustment or interpretation of Agreement terms, or other relief arising under or relating to this Agreement. Applications for Change Orders pursuant to Article 29, Changes, and routine Applications for Payment shall not constitute Claims.

31.2 **SUBMISSION OF CLAIMS**

Within thirty (30) days after the Contractor knows, or should have known, the facts giving rise to a Claim, the Contractor shall submit its Claim(s) in writing to the Project Manager. The Contractor acknowledges that HAKC will be prejudiced if the Contractor fails to submit its Claim(s) in the time provided. Failure by the Contractor to assert a written Claim within the time provided shall constitute a waiver of such Claim and all rights associated therewith.

31.3 **CONTINUED PERFORMANCE OF WORK**

Contractor shall proceed diligently with the performance of the Work required under this Agreement pending final resolution of any Claim or legal action arising under this Agreement, and shall comply with any decision of the Contracting Officer.

31.4 **CONTENT OF CLAIM**

The Contractor's Claim shall provide a detailed description of the facts giving rise to such Claim and the nature and scope of the Contractor's demand. The Claim shall contain sufficient information to enable the
Contracting Officer to make an informed decision concerning the Claim.

31.5 DECISIONS REGARDING CLAIMS

Within sixty (60) days after receipt of a written Claim, the Contracting Officer shall render a decision concerning the Claim. The Contracting Officer shall issue a written decision to HAKC and the Contractor, by certified mail, return receipt requested. Failure of the Contracting Officer to issue a decision within the sixty (60) day period shall have the effect of a denial of the Contractor's Claim. The Contracting Officer's decision with respect to a Claim shall be final and binding on Contractor subject to the remedy available pursuant to Article 50.13 in this Agreement.

31.6 DELETION

Clause 31 of the General Conditions, including all Sub clauses of Clause 31, shall be deleted entirely.

Article 32 Default

32.1 HAKC'S RIGHT TO PERFORM WORK

If Contractor fails or neglects to perform the Work properly or strictly comply with any provision of this Agreement, HAKC may, without prejudice to any other right or remedy HAKC may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

32.2 TERMINATION FOR CAUSE

32.2a. "Causes" for Termination: Any of the following conditions shall justify HAKC's termination of this Agreement "for cause": (1) the Contractor fails to prosecute the Work, or a separable part thereof, with the diligence that will insure its completion within the time specified in this Agreement; (2) the Contractor fails to complete the Work, or any separable part thereof, in the time specified in this Agreement; (3) the Contractor fails to make payment to a Subcontractor in accordance with the respective agreement between the Contractor and such Subcontractor; (4) the Contracting Officer determines that the Contractor has an Organizational Conflict of Interest; (5) the Contractor becomes subject to mandatory ineligibility to contract with HUD, under applicable laws and regulations; or, (6) the Contractor fails to strictly comply with this Agreement.

32.2b. Notice of Intent to Terminate for Cause: Upon occurrence of any of the conditions specified in the preceding paragraph, HAKC may give the Contractor written notice that: (1) specifies the condition constituting cause for termination; (2) provides a period of 10 days in which the Contractor may cure the condition; (3) informs the Contractor of HAKC's intent to terminate this Agreement if the Contractor fails to cure the condition during the ten (10) day period; (4) informs the Contractor of its contractual liabilities if this Agreement is terminated for cause; and, (5) requests the Contractor to show cause why this Agreement should not be terminated for cause.

32.2c. Notice of Termination for Cause: If the Contractor fails to cure the condition constituting cause for termination during the ten (10) day period, HAKC may terminate this Agreement for cause, by issuing a notice of termination to the Contractor.

32.2d. Effect of Termination for Cause: If this contract is terminated for cause, Contractor and its sureties shall be liable for any damage to HAKC resulting from Contractor's refusal or failure to perform the Work in compliance with this Agreement, including attorneys' fees, interest and any increased costs incurred by HAKC while completing the Work with replacement contractors.

32.2e. Unauthorized Termination for Cause: If, after termination for cause, it is determined that such Termination for Cause was not authorized by this Article, then the rights and obligations of the parties will be the same as if this Agreement had been terminated for convenience pursuant to Article 34.

32.3 DELETION

Clause 32 of the General Conditions, including all Sub clauses of Clause 32, shall be deleted entirely.

Article 33 Liquidated damages

33.1 AGREEMENT TO PAY LIQUIDATED DAMAGES

In the event that the Contractor has not substantially completed the work within the contract time, plus agreed to time extensions, if any, then the Contractor hereby specifically agrees to pay the Owner, or to have deducted from the Contract Sum, the daily liquidated damage amount of $_____ for each calendar day in excess of the allotted contract time (as set forth below and in Article 25) that the Work remains substantially incomplete after such date(s) stipulated for Substantial Completion. The Contract time for the completion of Work is _________(____) days from the date established by the formal Notice to Proceed.

33.2 NO PENALTY - FAIR ESTIMATE OF HAKC'S DAMAGES

The Contractor agrees and acknowledges that Article 33, which provides for the imposition of liquidated damages, is enforceable. Contractor acknowledges and agrees that at the time of the execution of this Agreement the HAKC's damages for the Contractor's
late performance of the Work are incapable or very difficult of an accurate estimation. Furthermore, Contractor states that the liquidated damages set forth herein are a reasonable forecast of the just compensation for the harm that would be caused should Contractor fail to perform the Work within the Contract Time. Based on the foregoing Contractor specifically states that this liquidated damages clause is not a penalty.

33.2 RECOVERY OF LIQUIDATED DAMAGES

HAKC shall be entitled to recover liquidated damages from the Contractor immediately as those damages accrue. HAKC may recover liquidated damages from the Contractor and/or set-off liquidated damages from amounts then or thereafter due the Contractor. Notwithstanding the assessment of liquidated damages, the Contractor shall be liable to HAKC for damages caused other than by delayed performance.

33.4 DELETION

Clause 33 of the General Conditions, including all Sub clauses of Clause 33, shall be deleted entirely.

Article 34 Termination for Convenience

34.1 TERMINATION FOR CONVENIENCE DEFINED

The Contracting Officer may, at any time, terminate this Agreement, in whole or in part, for HAKC's convenience and without cause.

34.2 PROPOSAL OF AMOUNTS OWED

If this Agreement is terminated for convenience, the Contractor shall submit a proposal to the Contracting Officer stating the Contractor’s claim for all amounts owed ("Proposal"). The Proposal shall be submitted within fourteen (14) days after the effective date of termination.

34.3 EFFECT OF TERMINATION FOR CONVENIENCE

The Contracting Officer shall not be bound by the Proposal, but should consider the Proposal when determining the amount owed to the Contractor. The Contractor shall receive payment for the total value of the Work performed before termination for convenience, less the total amount of payments previously made to the Contractor and the amount of any claims that the HAKC asserts against the Contractor. If this Agreement is partially terminated for convenience, the Contracting Officer shall reduce the Contract Price in proportion to the percentage of work terminated.

34.4 TERMINATION GENERALLY:

34.4a. Notice of Termination: Termination of this contract shall be effected by delivery to the Contractor of written notice of termination, sent by certified mail, return receipt requested, specifying: (1) whether the termination is for cause or convenience; (2) the extent to which the performance of the Work is terminated; (3) the effective date of termination; and, (4) any special instructions. If the contract is partially terminated, the notice of termination shall identify specific items being terminated, and shall notify the Contractor of its obligation to proceed under the unterminated portion of the contract. If the contract is terminated for cause, the notice of termination additionally shall state: (1) the acts or omissions constituting cause for termination; (2) the Contracting Officer’s determination that the Contractor’s failure to perform is not excusable; and (3) HAKC’s rights to charge excess costs of re-procurement and completion to the Contractor. Contractor shall deliver a copy of the notice of termination to its surety or sureties.

34.4b. Completion after Termination: Upon the termination of this Agreement, for cause or convenience, HAKC may take over the Work and complete it by whatever method HAKC may deem expedient, may accept assignment of Subcontracts pursuant to Article 37 of this Agreement, and may take possession of and use all materials, equipment, and plant on the Work Site. Upon termination, the Contractor shall follow the Contracting Officer’s instructions regarding the transition of the responsibilities, including immediate delivery to the Contracting Officer of all files, papers and records related to the Contractor’s performance of this Agreement.

34.4c. Disputes Regarding Termination: the provisions of Article 31, Disputes, shall govern Disputes relating in any way to termination.

34.5 DELETION:

Clause 34 of the General Conditions, including all Sub clauses of Clause 34, shall be deleted entirely.

Article 36 Insurance and Bonds

36.1 COST OF INSURANCE

The Contractor shall maintain all insurance required by this Agreement at the Contractor’s own expense.

36.2 DIVISIONS OF CGL COVERAGE:

The Commercial General Liability ("CGL") insurance required by Clause 36 of the General Conditions shall include the following divisions of coverage: (1) Premises Operations; (2) Independent Contractors' Protective; (3) Products and Completed Operations; and, (4) Broad Form Property Damage. The Contractor shall maintain the Products and Completed Operations coverage for two (2) years following Final Payment.
The Broad Form Property Damage Coverage shall include Completed Operations. The CGL policy shall include coverage for property damage resulting from blasting, explosion, or collapse of buildings. The policy limits of the CGL policy shall apply to liability relating to this Agreement only.

36.3 **CGL POLICY LIMITS**

The CGL policy shall contain policy limits of not less than the following:

- **Liability/Bodily Injury:**
  - $2,000,000.00 all claims for single occurrence.
  - $300,000.00 for any one person in a single occurrence

- **Property Damage:**
  - $500,000 each occurrence and,

- **Products and Completed Operations:**
  - $500,000 each occurrence

36.4 **CONTRACTUAL LIABILITY COVERAGE**

The Contractor shall maintain Contractual Liability insurance, containing policy limits of not less than the following:

- **Bodily Injury:**
  - $500,000 each occurrence and,

- **Property Damage:**
  - $500,000 each occurrence

36.5 **AUTOMOBILE LIABILITY POLICY LIMITS**

The Automobile Liability insurance required by Clause 36 of the General Conditions shall contain policy limits of not less than the following:

- **Bodily Injury:**
  - $500,000 each person,
  - $500,000 each occurrence and,

- **Property Damage:**
  - $500,000 each occurrence

36.6 **PERSONAL INJURY COVERAGE**

The Contractor shall maintain Personal Injury insurance, with the employment exclusion deleted, containing policy limits of not less than:

- $500,000 each occurrence

36.7 **WORKER’S COMPENSATION COVERAGE**

The Worker's Compensation insurance required by Clause 36 of the General Conditions, shall contain policy limits equal to, or greater than, the policy limits required by state or federal law, and not less than:

- $500,000 per accident;
- $100,000 disease, policy limit;
- $100,000 disease, each employee

36.8 **NAMED INSURED**

HAKC shall be a named insured on all insurance policies required by this Agreement.

36.9 **NON-WAIVER OF SOVEREIGN IMMUNITY**

The HAKC is a public entity and political subdivision of the State of Missouri and is protected by the doctrine of sovereign immunity pursuant to Section 537.600 RSMo. The foregoing provisions requiring insurance coverage shall not be deemed a relinquishment or waiver of any kind of limitations of liability provided or available to HAKC under coverage for any liability or suit for damages which is barred by the doctrines of sovereign or governmental immunity by whatever name, as set forth in RSMo 537.600, et. Seq. This policy is not intended to act as a waiver, nor is it a waiver of any defense available to the insured by statute or at common-law.

**Article 37 Subcontracts**

37.1 **APPROVAL OF SUBCONTRACTORS**

The Contractor shall not engage Subcontractors without the prior written approval of HAKC. Regardless of HAKC's prior approval, the Contractor shall be responsible for all actions and/or inactions by said Subcontractors that relate in any way to this Agreement.

37.2 **HAKC AND SUBCONTRACTORS**

Nothing contained in this Agreement shall create any professional obligation or contractual relationship between HAKC and any Subcontractor, except that HAKC shall be an intended third-party beneficiary of all agreements between Contractor and such parties. Contractor shall include language in every Subcontract, which indicates that HAKC is an intended third-party beneficiary of such Subcontract.

37.3 **ASSIGNMENT OF SUBCONTRACTS**
The Contractor shall incorporate a clause in every Subcontract that authorizes assignation of such Subcontract from the Contractor to HAKC in the event that: (1) the Contractor is terminated pursuant to Articles 32 or 34 of this Agreement; and, (2) HAKC accepts assignment of such Subcontracts within ten (10) business days after the date of termination by notifying the Subcontractor in writing.

37.4 FLOW-DOWN OF OBLIGATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work performed by the Subcontractor, to be bound to the Contractor by the terms of this Agreement, and to assume toward the Contractor all obligations and responsibilities which the Contractor assumes toward HAKC. The Contractor shall incorporate into every Subcontract all obligations regarding Subcontractors contained in this Agreement. Each Subcontract shall preserve and protect the rights of HAKC under this Agreement with respect to the Work to be performed by the Subcontractor. The Contractor shall require each Subcontractor to enter into similar agreements with their Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to execution of its Subcontract, copies of this Agreement to which the Subcontractor will be bound. The Contractor shall ensure that its Subcontractors make available this Agreement to their proposed Subcontractors.

37.5 SUBSTITUTION OF SUBCONTRACTORS:

The Contractor may substitute Subcontractors or modify agreements with Subcontractors only after obtaining written approval of the Contracting Officer. If such substitutions or changes would result in the Contractor failing to meet the employment standards or other requirements set forth in this Agreement, the Contractor shall submit a request for waiver of such requirements to the Contracting Officer.

37.6 PAYMENT OF SUBCONTRACTORS

The Contractor shall include clauses in each Subcontract that: (1) require the Contractor to pay the Subcontractor under its Subcontract, within seven (7) days after the Contractor receives payment under this Agreement for satisfactory Work performed, or materials or services supplied by the Subcontractor; (2) obligate the Contractor to pay to the Subcontractor an interest penalty on late payments, beginning on the day after payment is due and ending on the day payment is made (and computed at the rate specified in 5 U.S.C. § 3902(a)); and, (3) require the Contractor to include in each of its Subcontracts a provision requiring the Subcontractor to include a payment clause and an interest penalty clause conforming to the standards of (1) and (2) of this Paragraph, in each of the Subcontractor's Subcontracts, and a clause requiring each of the Subcontractor's Subcontractors to include such clauses in their Subcontracts with lower-tier Subcontractors.

37.7 RETAINAGE

Contractor shall not withhold retainage in excess of ten percent (10%) of a Subcontract's value.

37.8 WAGES & HOURS AFFIDAVIT

After each Subcontractor completes its portion of the Work, the Contractor shall obtain from the Subcontractor an affidavit stating that the Subcontractor has fully complied with the provisions and requirements of Chapter 290, Wages, Hours and Dismissal Rights, of Missouri's Revised Statutes.

Article 39 Equal Employment Opportunity

39.1 EMPLOYMENT PROGRAM

The Contractor shall implement a program ("Program") for training and employing HAKC Residents consistent with the instructions of the Contracting Officer and in compliance with the requirements set forth in the bid packet. The Contractor shall submit a detailed description of its proposed Program at the time of submitting its bid.

39.2 MINORITY AND WOMEN'S BUSINESSES

The Contractor shall refrain from any discriminatory employment practice and shall implement any affirmative action program(s) required by the contract documents, bid documents or applicable law. If the Contractor fails, refuses or neglects to comply with this paragraph, such action shall be deemed a total breach of this Agreement and this Agreement may be terminated, canceled or suspended, in whole or in part, and the Contractor may be declared ineligible for future contracts.

Article 47 Labor Standards: Davis-Bacon and Related Acts

47.1 COMPLIANCE AND INDEMNIFICATION

The Contractor shall follow and enforce all requirements of the Davis-Bacon Act. The Contractor shall pay not less than the applicable wage rates established by state or federal law to all employees performing the Work. The Contractor shall ensure that all Subcontractors also pay not less than the applicable wage rates. The Contractor shall assume exclusive liability for and defend, indemnify (including the
payment of attorneys' fees) and hold HAKC harmless from liability relating to wage withholdings or contributions. Prior to Final Payment the Contractor shall submit to the Contracting Officer an affidavit stating that the Contractor has fully complied with the Davis-Bacon Act.

Article 50 Miscellaneous
50.1 CONFLICTS OF INTEREST

50.1a. OCI Defined: An Organizational Conflict of Interest ("OCI") is a situation in which the nature of Work under this Agreement and the Contractor's organizational, financial, contractual or other interests are such that: (1) Award of this Agreement may result in an unfair competitive advantage; or (2) the Contractor's objectivity in performing the Work required under this Agreement may be impaired. The Contractor warrants that, except as otherwise disclosed to the Contracting Officer in writing, it does not have any OCI.

50.1b. Discovery of OCI: The Contractor agrees that if after award of this Agreement, the Contractor discovers an OCI with respect to this Agreement, the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action that the Contractor has taken or intends to take to eliminate or neutralize the OCI.

50.1c. Subcontracts: The provisions of this Agreement regarding OCIs shall be included in all Subcontracts. The Contractor shall include in all Subcontracts any and all provisions necessary to eliminate or neutralize conflicts of interests.

50.2 ENVIRONMENTAL HAZARDS:

50.2a. Environmental Compliance: Contractor shall perform all Work on the Project in compliance with all federal, state and local environmental laws and regulations. When possession of the Work is transferred to HAKC, the Contractor shall ensure that the Work is unimpaired by environmental liens. When submitting its Application for Certification of Final Completion, Contractor shall verify that the Project is free from any violations of federal, state or local environmental laws, regulations, or ordinances.

50.2b. Hazardous Waste: If the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or other hazardous substances regulated by federal, state or local laws, Contractor shall immediately stop its Work in the area affected and reports the condition to HAKC. Work in the affected area shall thereafter be resumed immediately following the occurrence of any one of the following events: (1) HAKC causes remedial work to be performed which results in the absence of the hazardous materials; (2) HAKC and the Contractor, by written agreement, decide to resume performance of the Work; or, (3) an appropriate governmental authority determines that the Work may safely and lawfully proceed, as evidenced by a written report to that effect. Notwithstanding any provision to the contrary, the Contractor shall be solely responsible for the removal, handling, transportation, and disposal of all hazardous waste either produced on or brought to the Work site by Contractor or any Subcontractor.

50.4 CONTRACT DOCUMENTS

50.4a. Component Parts: This Agreement shall consist of the following component parts: (1) this document, entitled Agreement Between HAKC and Contractor; (2) General Conditions of the Contract for Construction, form HUD-5370; (3) Change Orders issued by the Contracting Officer; and (4) The Scope of Work and (5) the Contractor's Proposal, if any.

50.4b. Contradictions: In the event that any provision in any component part of this Agreement contradicts or conflicts with any provision of any other component part, the provision of the component part first enumerated in Paragraph 50.4a. shall govern, except as otherwise specifically stated.

50.4c. Illegality & Invalidity: If any provision of this Agreement is determined to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible which is legal, valid and enforceable.

50.4d. Entire Agreement: This Agreement shall constitute the entire agreement between the parties. There are no agreements, understandings, warranties or representations between the parties except as set forth herein.

50.5 CONFIDENTIAL INFORMATION

All information received by the Contractor regarding this Agreement and the Work shall be considered non-public and confidential. Contractor hereby acknowledges that said information is deemed non-public information, and Contractor shall not disclose any such information to third parties without the prior written approval of HAKC, except as necessary for performance of the Work.

50.6 NON-WAIVER

Failure of HAKC to insist upon strict performance of the terms and conditions of this Agreement or to exercise any right or remedy hereunder shall not be construed as thereafter waiving any such terms, conditions, rights or remedies. No action or failure to
act by HAKC shall constitute a waiver of any right of HAKC under this Agreement, nor shall any such action or failure to act constitute an approval or acquiescence of any breach hereunder. Waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other provision hereof.

50.7 CONSTRUCTION OF THIS AGREEMENT

This Agreement shall not be construed or interpreted against the drafting party. In the event of a dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

50.8 NOTICES:
Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement must be in writing and will be deemed to have been given at the earliest of: (1) the date received by the party designated to receive such notice, (2) the date following the day sent by overnight courier, (3) the third (3rd) business day after the same is sent by certified mail, postage and charges prepaid and addressed to the appropriate individual, or (4) the date that notice is sent by electronic facsimile transmission if a signed original is concurrently mailed as provided herein.

50.9 EMERGENCIES
In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contracting Officer shall, at the Contracting Officer's discretion, award the Contractor additional compensation or an extension of the Contract Time as a result of such emergency action.

50.10 TITLES, HEADINGS & SUBHEADINGS
The titles, headings and subheadings of Articles and Paragraphs contained in this Agreement are provided only as a matter of convenience and shall have no legal bearing on the interpretation of this Agreement.

50.11 COUNTERPARTS
This Agreement may be executed at different times and in any number of counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding upon or constitute evidence of a contract between the parties until such time as this document or a counterpart of this document has been executed by both parties and a copy thereof is delivered to the other party to this Agreement.

50.12 CHOICE OF LAWS
This Agreement shall be interpreted in accordance with the laws of the State of Missouri.

50.13 RECEIVERSHIP COURT JURISDICTION
The laws of the State of Missouri and any applicable Federal statutes and regulations shall govern this Agreement. During the period of time that HAKC operates under the supervision of the United States District Court, Western District of Missouri (the Receivership Court) then the Receivership Court shall have exclusive jurisdiction over all causes of action asserted by or against the HAKC which shall arise out of or relate to this Agreement. Once the HAKC is no longer operating under the supervision of the Receivership Court, then the parties agree that a court of competent jurisdiction in Jackson County, Missouri shall have exclusive jurisdiction over all causes of action asserted by or against the HAKC, which arise out of or relate to this Agreement.
IN WITNESS WHEREOF, EACH PARTY HAS CAUSED THIS INSTRUMENT TO BE SIGNED ON ITS BEHALF BY ITS DULY AUTHORIZED AGENT, AFTER HAVING READ THIS AGREEMENT THE TERMS AND THE CONSEQUENCES THEREOF.

HOUSING AUTHORITY OF KANSAS CITY, MISSOURI

By: 

Edwin T. Lowndes  
Executive Director

Date: ___________________________ , 2012

and the Contractor: ___________________________

By: ___________________________

Signature

Print Name & Title

Tax Identification Number

Date: ___________________________ , 2012
HAKC Voluntary Disability Form Requirements

HAKC receives funding from the federal government. As you may be aware, on August 4, 2020, the Office of Federal Contract Compliance Programs implemented the use of a new Voluntary Self-Identification of Disability Form. The purpose of this form is to determine whether the workforce achieves the seven percent representation goal for individuals with a disability on an annual basis. Contractors working for HAKC are required to provide equal opportunity to qualified people with disabilities and have their employees complete the form. It should be kept in your records as part of measuring your progress towards this goal. Should you be awarded a contract with HAKC we require that you inform us at both the contract award stage and contract completion stage of your reported disability numbers. Both reports must include the following:

- The total number of employees employed by your company;
- The total number of employees who responded “Yes, I Have A Disability, Or Have A History/Record Of Having A Disability”;
- The total number of employees that responded “No, I Don’t Have A Disability, Or A History/Record Of Having A Disability”; and
- The total number of employees who responded with “I Don’t Wish To Answer.”

Failure to provide this information may result in termination of the contract.

For more information and to download the form, please go to https://www.dol.gov/agencies/ofccp/self-id-forms

Please sign below acknowledging and agreeing to the requirements.

__________________________________________  ____________________________
Signature                                            Date