

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
BID PACKAGE DOCUMENT 05/2009

Danville Redevelopment and Housing Authority
DANVILLE, VIRGINIA

Roof Replacement & Roof Repair

AT CARDINAL VILLAGE APARTMENTS

AND

AT CEDAR TERRACE APARTMENTS

BID & CONTRACT DOCUMENTS
May 14, 2009

IFB#20090518
May 18, 2009

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INVITATION TO BID

The Danville Redevelopment and Housing Authority (DRHA) will receive bids for **Roof Replacement and Roof Repair at Cedar Terrace-8 Buildings and at Cardinal Village-6 Buildings (two separate contracts)**, located in the city of Danville, Virginia, until **4:00 p.m. EST on Monday, June 15, 2009**, at the DRHA James A. Slade Building, located at 135 Jones Crossing, Danville, Virginia 24541. (Mailing Address: DRHA James A. Slade Building, 135 Jones Crossing, Danville, Virginia 24541, ATTN: Carol Love.) **All bids received by the date and time specified above will be publicly opened and read at 4:05 p.m. EST the same day.** Contracts will be awarded following the June Board of Commissioners Meeting.

Copies of the Contract Documents may be obtained from DRHA's James A. Slade Building located at 135 Jones Crossing beginning Monday, May 18, 2009 for the non-refundable fee of \$50 by company check, or at nahro.economicengine.com at no charge. No applicant may receive more **than one (1) set** of the Contract Documents. Carol Love may be contacted with questions at (434) 792-5544 ext. 10.

Each bidder will be required to furnish a bid guaranty in the form of a certified check or a bank draft payable to the DRHA, or a satisfactory bid bond with surety acceptable to DRHA in an amount equal to five percent (5%) of the bid executed by the bidder.

A Pre-bid Conference will be convened at 135 Jones Crossing, Danville VA 24541, at 9:00 a.m., on June 1, 2009 which will include review of the Contract Documents and examination where work shall be performed.

DRHA reserves the right to cancel this Invitation for Bid at any time prior to award and for any reason it deems sufficient.

The bidder shall place on the outside of the envelope containing his bid and in his bid over his signature the following notation: **BID FOR "Roof Replacement & Roof Repair @Cedar Terrace and Cardinal Village" "Registered Virginia Contractor No. _____."**

The attention of all bidders is directed to the bidders' checklist, which indicates all documents the bidder shall provide with his bid package. Also, please note the provisions of Section 3 of the Housing and Urban Development Act of 1968, as incorporated as requirements in the General Conditions to the Contract, which will be awarded to the successful bidder.

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY

By _____
Linwood Terry, Jr., Maintenance Director

IFB#20090518
May 18, 2009

**Instructions to Bidders for Contracts
Public and Indian Housing Programs
Form HUD-5369
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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work of the General Conditions of the Contract for Construction**). Failure to do so will be at the Bidders' risk.

(b) All Bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Agency (PHA/IHA). Bidder's shall furnish all the information required by the solicitation. Bids must be signed and the Bidder's name typed or printed on the Bid sheet and each continuation sheet, which requires the entry of information by the Bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their Bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders shall insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involved Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective Bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for Bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to

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solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given out that a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a Bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified, remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the Bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of Bids. Bids which fail to acknowledge the Bidder's receipt of any amendment, will result in the rejection of the Bid if the amendment(s) contained information which substantively changed the PHA/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a Bidder, the PHA/IHA will consider such matters as the Bidder's: (1) Integrity; (2) Compliance with public policy; (3) Record of past performance; and (4) Financial and technical resources (including construction and technical equipment).

(b) Before a Bid is considered for award, the Bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the Bidder to provide such additional information shall render the Bidder non-responsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any Bid received at the place designated in this solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a Bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the Bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

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(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late Bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a Bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful Bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of Bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the Bidder is mailed and postmarked prior to the specified Bids opening time. A Bid may be withdrawn in person by a Bidder or its authorized representative if, before the exact time set for opening of Bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the Bid.

6. Bid Opening

All Bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party," means an actual or prospective Bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from –

Gary M. Wasson, Executive Director, 135 Jones Crossing, Danville, Virginia 24541.

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate Bids in response to this solicitation without discussions and will award a contract to the responsible Bidder whose Bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low Bid received in response to this solicitation exceeds the PHA/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each Bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced Bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial Bids, a new low Bid is within the PHA/IHA's available funding, then award shall be made to that Bidder. If no Bid is within the available funding amount,

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then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low Bid, if any, is within the PHA/IHA's available funding. If upon the application of all deductibles, no Bid is within the PHA/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low Bids, award shall be made in accordance with the PHA/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all Bids, accept other than the lowest Bid (e.g., the apparent low Bid is unreasonably low), and waive informalities or minor irregularities in Bids received, in accordance with the PHA/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items Bid.

(f) The PHA/IHA may reject any Bid as non-responsive if it is materially unbalanced as to the prices for the various items of work to be performed. A Bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices, which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the Bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee

(Applicable to construction and equipment contracts exceeding \$25,000)

All Bids must be accompanied by a negotiable Bid guarantee, which shall not be less than five percent (5%) of the amount of the Bid. The Bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the Bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The Bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful Bidder as required by the solicitation. Failure to submit a Bid guarantee with the Bid shall result in the rejection of the Bid. Bid guarantees submitted by unsuccessful Bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful Bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items]:

[X] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

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(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful Bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the Bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible Bidder or solicit new Bids. The PHA/IHA may retain the ineligible Bidder's Bid guarantee.

11. Pre-Construction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful Bidder will be required to attend a pre-construction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful Bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible.

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians". The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-

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owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is –

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as non responsive. The IHA may require that comparable statements be provided by subcontractors to the successful contractor, and may require the contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders shall contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available

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to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

12. Scope of Work

Roof Replacement/Repair

On 18 Buildings at Cardinal Village/18 Buildings at Cedar Terrace

Provide all labor, material, and equipment to complete the following:

- 1). Remove existing roof shingles and dispose of debris daily, off DRHA property.
- 2). A 15' area out from each building shall be rolled with a magnet to retrieve any roofing nails that may be left on the ground.
- 3). Roof decking to be swept clean of any debris and any decking nails that are protruding from the decking shall be driven up flush.
- 4). Any decking found to be rotten or water damaged should be replaced with new boards of like material.
- 5). Install 15# felt over the entire roof area.
- 6). Remove aluminum dome vents and install matching plyboard **(CARDINAL VILLAGE ONLY)**.
- 7). Install new aluminum .019 drip edge around the entire perimeter of roof.
- 8). Install 25 year fiberglass shingles as per manufactures recommendations. Minimum of (4) nails per shingle.
- 9). Install new vent stack collars on all pipes protruding through roof.
- 10). Install aluminum ridge vent on entire length of ridge and attach as per manufactures specifications.
- 11). These buildings are occupied and therefore must be left in water- tight conditions at all times.
- 12). Follow all local, state, federal codes to include, but not limited to, OSHA. Fall protection, roofing requirements and any permits and licenses shall be the responsibility of the contractor.
- 13). Shingles used must be **Dove Gray for Cedar Terrace** and **Slate Gray for Cardinal Village**. A similar color may be substituted, if necessary, upon approval of DRHA prior to commencement of work.
- 14). **HUD/DAVIS BACON WAGE RATES DO APPLY**

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BIDDER'S CHECKLIST

1. DRHA shall receive sealed bids for:

Roof Replacement and Repair @ Cardinal Village and Cedar Terrace

Until 4:00 p.m. EST on Monday, June 15, 2008, at DRHA's James A. Slade Building. Bids shall be delivered to the James A. Slade Building located at 135 Jones Crossing, Danville, Virginia 24541. (Mailing Address: 135 Jones Crossing, Danville, Virginia 24541). Bids should be mailed to the attention of the DRHA James A. Slade Building ATTN: Carol Love. See clause 5, HUD-5369, regarding mailed bids.

A complete bid requires the submission of the following forms, complete in an envelope clearly marked with the name of the firm, the project title **BID FOR "Roof Replacement @ Cardinal Village and Cedar Terrace)"** and **"Registered Virginia Contractor No. _____"**:

A complete bid submission requires the:

- Bid Form
- Bid Bond
- Non-Collusive Affidavit
- Completed Representations, Certifications and Other Statement of Bidders
- Certificate of Non-Segregated Facilities
- Statement of Bidder's Qualification (& Subcontractors, if applicable)
- Minority Business Participation Commitment Form
- Section III Compliance Form
- USDHUD Certification of Bidder Regarding EEO
- Completed Contractor's Certification of Insurance Coverage Form
- Copy of Virginia Contractor License
- Bid Guarantee of no less than 5% of Bid Amount

Any bid received not on DRHA's "Bid Form" shall be considered non-responsive and shall not be accepted.

If DRHA does not receive all the forms stated above in the bid submission package, the bid shall be considered non-responsive. The bid submission package must be delivered to DRHA at 135 Jones Crossing, Danville, Virginia 24541, within the prescribed timeframe. If the forms are postmarked without actual delivery within the required timeframe, the bid shall be considered non-responsive.

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BID FORM

BID FOR: **Roof Replacement and Repair @ _____**

(Please indicate Cardinal Village or Cedar Terrace –Please insert one form for each site you are bidding on)

Gentlemen:

1. The undersigned, having reviewed and familiarized with the local conditions affecting the cost of the work and all the Contract Documents including Invitation for Bid, Instructions to Bidders, this Bid Form, Non-Collusive Affidavit, Representations and Certifications of Bidders, Certificate of Non-Segregated Facilities, Bid Bond, Minority Business Participation Commitment Form, Section III Clause and Compliance Form, Contract – Form of Agreement, Performance and Payment Bonds, HUD General Conditions, Supplemental Conditions, Equal Employment Opportunity Requirements – Minimum Wage Determination, Technical Specification, Scope of Work, Site Plans and Drawings, and Addenda, if any, thereto, hereby proposes to furnish all material, labor, equipment and services required to complete the work as required by the above, all in accordance therewith, at the price set forth below:

2. Base Proposal: The Bidder agrees to furnish all material, labor, equipment and supplemental items required to construct and complete the project as described and required by the herein above stated Contract Documents, in accordance therewith for the lump sum of:

Dollars (\$ _____)

Base proposal is to include roof replacement/repair on eighteen (18) buildings. Provide a per square foot price to used in the event of an add or deduct situation. Per sq ft _____

Please provide a price per each 4' x 8' sheet of replacement plywood. Per 4' x 8' Sheet of Plywood _____

Please Provide a Base Price for Type A Building _____ Type B Building _____

Type D Building _____ Type E Building _____

3. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person or entity in respect to the submission of this proposal or any other proposal for the Contract for which this proposal is submitted.

4. The Bidder represents that he has (), has not (), participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Orders 10925, 11114 or 11246 or the Secretary of Labor requirements; that he has (), has not (), filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed Subcontractors, will be obtained prior to subcontract awards.

5. The Bidder further represents that he will ensure that all prospective Subcontractors have the necessary credentials to perform work under the Contract prior to submission of the necessary documentation and request of approval of all Subcontractors to DRHA.

6. Receipt of the addenda listed below is acknowledged and this bid incorporates all requirements of such addenda. (Bidder shall list, if applicable)

Addendum No. 1 dated: _____

The undersigned Bidder is registered as a Contractor in the Commonwealth of Virginia, Certificate No. _____, dated _____.

Official address of Bidder:

Phone # _____
Fax # _____
Fed ID # _____
Website _____
Email _____

Company Name _____
By: (print) _____
By: (signature): _____
Title: _____
Dated: _____

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
BID PACKAGE DOCUMENT 05/2009

NON-COLLUSIVE AFFIDAVIT

For Advertised Bids

State of _____)

County of _____)

_____, being first duly sworn,
deposes and says that:

- (1) He is _____
(Owner, Partner, Officer, Representative or Agent)
of _____, the Bidder that has submitted the
attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent
circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed,
directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in
connection with the contract for which the attached bid has been submitted or to refrain from bidding in
connection with such contract, or has in any manner, directly or indirectly, sought by unlawful
agreement or collusion or communication or conference with any other bidder, firm or person to fix the
price or prices in the bid price or the bid price of any other bidder, or to secure through any collusion,
conspiracy, connivance or unlawful agreement any advantage against the Danville Redevelopment and
Housing Authority or any person interested in the proposed contract; and
- (5) The price or prices in the attached bid are fair and proper and are not tainted by any collusion,
conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

(Name)

(Title)

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
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Representations, Certifications, and Other Statements of Bidders (Form HUD-5369A)

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1. Certificate of Independent Price Determination

(a) The Bidder certifies that--

(1) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder or competitor relating to; (i) those prices, (ii) the intention to submit a Bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this Bid have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Bid is given and contract award unless otherwise required by law; and

(3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.

(b) Each signature on the Bid is considered to be a certification by the signatory that the signatory—

(1) Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ (insert full name & title of person(s)) in the Bidder's organization responsible for determining the prices offered in this Bid or proposal, and the title of his or her position in the Bidder's organization]; (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Bidder deletes or modifies subparagraph (a)2 above, the Bidder must furnish with its Bid a signed statement setting forth in detail the circumstances of the disclosure.

(d) Non-Collusive Affidavit.

(1) Each Bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any Bid submitted in response to this solicitation. If the successful Bidder did not submit the affidavit with his/her Bid, he/she must submit it within three (3) working days of Bid closing date. Failure to submit the affidavit by that date may render the Bid non-responsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the Bid.

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
BID PACKAGE DOCUMENT 05/2009

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision: "Bona fide employee" means a person, employed by a Bidder and subject to the Bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence. "Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to

act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The Bidder represents and certifies as part of its Bid that, except for full-time bona fide employees working solely for the Bidder, the Bidder:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (b)(1) or (b)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the Bidder shall give the PHA/IHA the right to (1) terminate the contract; or (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Organizational Conflicts of Interest Certification

The Bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest, which is defined as a situation in which the nature of work to be performed under this proposed contract and the Bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the Bidder; or,

(b) Impair the Bidder's objectivity in performing the contract work.

In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

4. Bidder's Certification of Eligibility

(a) By the submission of this Bid, the Bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm, which has an interest in the Bidder's firm, nor any of the Bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the Bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
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5. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in invitation to Bid.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of 30 calendar days.

(d) In the space provided immediately below, Bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement.

The Bidder allows the following acceptance period: _____calendar days. (if more than (c) above)

(e) A Bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The Bidder agrees to execute all that it has undertaken to do, in compliance with its Bid, if that Bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

6. Small, Minority, Women-Owned Business Concern Representation

The Bidder represents and certifies as part of their Bid that it is:

(a) is, is not a **small business concern**. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is quoting, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a **women-owned business enterprise**. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a **minority business enterprise**. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

Black Americans

Asian Pacific Americans

Hispanic Americans

Asian Indian Americans

Native Americans

Hasidic Jewish Americans

7. Certification of Eligibility Under the Davis-Bacon Act

(Applicable to construction contracts exceeding \$2,000)

(a) By the submission of this Bid, the Bidder certifies that neither it nor any person or firm who has an interest in the Bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
BID PACKAGE DOCUMENT 05/2009

8. Certification of Non-Segregated Facilities

(a) The Bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this Bid, the Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The Bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into any subcontracts and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirements for Certifications of Non-Segregated Facilities

A Certification of Non-Segregated Facilities must be submitted before the award of any contract, which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in Bids is prescribed in 18 U.S.C. 1001.

9. Bidder's Signature

The Bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name) & (Company Address)

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
BID PACKAGE DOCUMENT 05/2009

CERTIFICATE OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Date _____, 20____

(Name of Bidder)

Official address: _____
By: _____

Title: _____

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
BID PACKAGE DOCUMENT 05/2009

STATEMENT OF BIDDER'S QUALIFICATION

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address, including City, State, Zip Code, Phone Number and Fax Number.
3. When organized?
4. If incorporated, where incorporated?
5. How many years have you been engaged in business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion). See attached
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed.
11. List your major equipment available for the performance of this Contract.
12. Describe your experience in work similar in nature to this project.
13. List the background and experience of the principal members of your organization including the officers.

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
BID PACKAGE DOCUMENT 05/2009

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

_____, as PRINCIPAL,
(Name of Principal)

and

_____, as SURETY, are held and firmly bound unto the Danville Redevelopment and Housing Authority herein called "DRHA ", in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20__ for _____.

NOW THEREFORE, if the principal shall not withdraw his bid within the period specified in the bid documents and if the Principal shall enter into a written Contract with DRHA within ten (10) days after the prescribed forms are presented to him for signature, and give bond with good and sufficient surety or sureties, as may be required by the faithful performance and proper fulfillment of such Contract; then the above obligation shall be void and of no effect. However, in the event that the Principal fails to withdraw the bid in accordance with the bid documents and applicable law, or if the Principal fails to enter into the Contract and file the required bonds within the specified time, Principal shall pay to DRHA the lesser of the difference between the Principal's bid and the next low bid or the face amount of this bond bid. If Principal fails to make the aforementioned payments to DRHA in a timely fashion, then this bond shall remain in full force and virtue. This bid bond shall be in effect for at least ninety (90) days from the date that the bids are opened.

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
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IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed, signed and sealed, pursuant to authority of its governing bodies of the Principal and Surety.

In the presence of:

(Individual Principal) (Seal)

(Business Address)

(Individual Principal) (Seal)

(Business Address)

By _____ Affix
Corporate
Seal

Attest:

(Corporate Principal)

(Business Address)

By _____ Affix
Corporate
Seal

Attest:

(Corporate Surety)

(Business Address)

By _____ Affix
Corporate
Seal

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
BID PACKAGE DOCUMENT 05/2009

Minority Business Participation Commitment Form (For Advertised Projects)

Re: Project Name: _____

It is the policy of Danville Redevelopment and Housing Authority ("DRHA") to encourage minority participation in all contracts. To implement this policy, DRHA shall encourage minority participation through subcontracting, or other methods in contracting. You must complete this form, indicating the percentage of this Contract that will be subcontracted to minority businesses. **FAILURE TO COMPLETE THIS FORM MAY RESULT IN YOUR BID BEING DECLARED NON-RESPONSIVE THUS ELIMINATING YOUR FIRM FROM CONSIDERATION FOR THIS PROJECT.**

For the purpose of this commitment, the term "minority business" means a business at least 50 percent of which is owned and controlled by minority group members or, in the case of a publicly-owned business, at least 51 percent of the stock of which is minority owned, and the business is controlled by minority group members. For the purpose of the preceding sentence, "minority group members" are citizens of the United States who are African-American, Hispanics, Asians, Pacific Islanders, and American Indians.

Please indicate the percentage of minority business participation for this project. This refers to the percentage of the total dollar value of the Contract that will be subcontracted to minority firms.

_____ percent *

*DRHA will consider minority participation in awarding this Contract. And, as on all DRHA construction projects, DRHA reserves the right to approve or disapprove any subcontractor list.

To be considered a "minority business", the business must be so certified by the Department of Minority Business Enterprise, Commonwealth of Virginia. DRHA will provide assistance in the certification process.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the prospective Bidder to the commitment herein set forth.

Contractor's Name

Name of Authorized Officer – printed

Date

Name of Authorized Officer – signed

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
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SECTION III 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 (\$100,000 or more)** 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.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, 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).

Definitions

Low Income Person as used above means a **resident of the Danville Metropolitan Area** at or below 80% of medium income as shown in the Income Table below.

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
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Economic Opportunities as used above means contracts with (a) businesses owned 51% or more by residents of Danville metropolitan area at or below 80% of medium income or (b) businesses whose full-time employees are made up of at least 30% residents of Danville Metropolitan Area at or below 80% of medium income. Such businesses are referred to as *Section III Businesses*

Applicability

This Contract plus all Subcontracts at any tier of \$100,000 or more.

Reporting

The Contractor will be required to report all new hirees employed as a result of this Contract and to determine and report whether or not any of these new hirees may be defined as *low income persons* based upon the above stated definition and by employing the income table below. For Subcontracts of \$100,000 or more the Contractor will be responsible for requiring the Subcontractor to (a) report all new hirees employed as a result of this Contract and to determine and report whether or not any of these new hirees may be defined as *low income persons* based upon the above stated definition and by employing the income table below and (b) determine whether or not the Subcontractor may be defined as a *low income person* or a *Section III Business* based on the above stated definitions and income table below. These requirements apply to any tier of Subcontractors.

Income Table

This table shows 80% of median income for Danville Metropolitan Area for the designated number of persons in a family.

| | | | |
|------------------------------|------------------------------|------------------------------|------------------------------|
| <u>1 person</u> \$27,800 | <u>2 persons</u> \$31,750 | <u>3 persons</u> \$35,750 | <u>4 persons</u> \$39,700 |
| <u>5 persons</u> \$42,900 | <u>6 persons</u> \$46,050 | <u>7 persons</u> \$49,250 | <u>8 persons</u> \$52,400 |

Revised 6-16-08 (Information obtained from 2007 Information table at www.huduser.org)

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
BID PACKAGE DOCUMENT 05/2009

SECTION III COMPLIANCE FORM

Contractor

Address

City, State, Zip Code

Reference Project: _____

Subject: Statement of compliance with Section III Clause

Gentlemen:

In accordance with the provisions stated herein I will make a "good faith effort" to provide opportunities for the training and employment to qualified low-income residents in the area in which this project is located (Danville Metropolitan Area). This clause and reporting requirements will be incorporated into any lower tier contracts.

Attached is the report form to disclose the number of positions available for employment. We will comply and seek out the low-income person for any open positions. Notices shall be posted in conspicuous places available to employees and applicants for any open positions.

Sincerely submitted,

Typed Signature and Title

Signature

Date signed

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
BID PACKAGE DOCUMENT 05/2009

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name:

Address and Zip Code:

- 1 Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes _____ No (If answer is yes, identify the most recent contract). _____
- 2 Compliance reports were required to be filed in connection with such contract or subcontract.
Yes _____ No (If answer is yes, identify the most recent contract). _____
- 3 Bidder has filed all compliance reports due under applicable instruction, including SF-100.
Yes _____ No (If answer is yes, identify the most recent contract). _____
- 4 If answer to item 3 is "No", please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief.

(Name and Title of Authorized Agent Signing This Form - Please Type)

Signature _____ Date _____

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY (DRHA)
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Contract No. DRHA VA36P0102008_ _ _

CONTRACT FOR SERVICES BY AND BETWEEN THE DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY
AND

This Contract, entered into as of the _____, by and between the Danville Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia (hereinafter called "DRHA"), and _____, a Virginia corporation (hereinafter called "Contractor"). The attached nineteen (19) page General Contract Conditions – Form HUD-5370, and Scope of Services (Exhibit I), are an integral part of this Contract.

WITNESSETH:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION I - SCOPE OF SERVICES

1. Scope. The Contractor shall furnish all labor, materials, equipment and related items necessary to perform and complete all work required for the Roof replacement in an efficient and workmanlike manner and shall include:

- a. When work is complete all work areas will be returned to original condition, clean and orderly. Any damage caused by the traffic from the replacement of roofing @ Cardinal Village (or Cedar Terrace) shall be repaired in a professional manner. (landscaping, grass)
- b. Provide 25 year Manufacturers warranty.
- c. Contractor will be responsible for obtaining all necessary permits.
- d. These buildings are occupied and therefore must be left in water-tight conditions at all times.
- e. Follow all local, state, federal codes to include OSHA, fall protection, roofing requirements.
- f. Contractor shall have all required licenses to conduct business.

2. Contract Administrator Designation. The DRHA's appointed Contract Administrator for this Contract shall be **Linwood Terry, Jr.** The Contract Administrator shall be responsible for monitoring the Contractor's performance and, accordingly, shall ensure that the Contractor performs all services in accordance with the requirements of the Contract. After being notified by Purchasing that the Contract has been awarded, the Contract Administrator or designee shall promptly create a requisition covering the Contract amount. The Contract Administrator shall also ensure that all payments made against the contract are in accordance with the Contract terms and conditions. In the event the Contractor should fail to comply with all Contract requirements, the Contract Administrator shall immediately notify the DRHA's Procurement Division.

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3. Additional Services: The DRHA may, from time to time during the Term hereof, request that Contractor perform additional services hereunder. After receipt of such request, Contractor shall provide the DRHA with an estimate of the expenses necessary for Contractor to provide such additional services, and the DRHA's approval of such estimate will be necessary prior to Contractor incurring any additional billable costs or dedicating additional personnel hours to performing such additional services.

SECTION II – CONTRACT PERIOD AND COMPENSATION

1. Contract Term. The initial term of this Contract shall commence on the effective date and shall expire One Hundred Eighty (180) days from the effective date.

2. Compensation. Compensation due the Contractor during the initial term shall be based on a fixed price of \$ _____

3. Payment. The Contractor shall submit monthly invoices to the Accounts Payable Unit by the 10th day of each month following the month in which Required Services were rendered. Otherwise, DRHA shall pay such invoices net thirty (30) days following receipt. For purposes of this contract, the date of payment shall be the date of post mark. All invoices shall clearly describe the tasks performed and number of billable hours associated with each task. DRHA shall not be subject to payment of late fees or finance charges to the Contractor for its failure to timely pay invoices submitted by the Contractor hereunder. Invoices shall be sent to the following address:

Danville Redevelopment and Housing Authority
James A. Slade Building
ATTN: Linwood Terry, Jr.
135 Jones Crossing
Danville, Virginia 24541-6229

SECTION III - GENERAL TERMS AND CONDITIONS

1. Notices.

a. Any notice, instruction, request or demand required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, to:

Contractor

b. Any notice, request, information, or documents required to be given or delivered hereunder by the Contractor to the DRHA or any of its representatives, unless stated otherwise elsewhere in this Contract, shall be signed or approved in writing by the Contractor, and shall be sufficiently given or delivered if mailed, certified or registered, postage prepaid, to:

Danville Redevelopment and Housing Authority
135 Jones Crossing,
Danville, Virginia 24541
ATTN: Linwood Terry, Jr., Maintenance Director

or to such representative or address as the DRHA may designate in writing to the Contractor.

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2. Insurance and Indemnification.

a. The Contractor certifies that it has and shall maintain during the Term hereof, the following types and amounts of insurance as required by DRHA. The Contractor's insurance company shall supply a Certificate of Insurance to the DRHA listing the below required limits and the Certificate of Insurance will name the DRHA as an additional insured.

General Liability (minimum)- \$1,000,000 per occurrence, **\$2,000,000** aggregate, including **\$50,000** for fire damage.
Automobile Liability (minimum) - \$1,000,000 combined single limit.

b. The Contractor shall also obtain and maintain worker's compensation insurance as required, and in such policy limits as mandated, by the State and shall require any subcontractor engaged by the Contractor to satisfy such requirement as well.

c. The Contractor shall indemnify, hold harmless and defend the DRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:

(1) the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants or employees;

(2) any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which the DRHA, its agents, servants or employees are alleged to be liable;

(3) the negligence or other actionable fault of any subcontractors engaged by the Contractor; or

(4) claims, suits, actions or proceedings of whatsoever nature that are brought by the Contractor's employees, candidates for employment and statutory employees, as determined under the State workers' compensation laws.

d. The execution of this Contract by the Contractor shall obligate the Contractor to comply with Subparagraph III(2)(c) hereof. Notwithstanding any other term or condition of this Contract, Subparagraph III(2)(c) hereof shall survive the expiration or earlier termination of this Contract for a period of five (5) years.

3. Personnel.

a. The Contractor represents that it will secure, at its own expense, all personnel necessary to perform the Required Services hereunder. Such personnel shall not be employees of the DRHA nor shall they have any contractual relationship with DRHA.

b. All the Required Services will be performed by the Contractor or under its supervision, and all personnel employed by the Contractor shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. The Contractor certifies that it will comply with the DRHA's request for the reassignment of any employee of the Contractor performing the Required Services hereunder when the DRHA determines, in its reasonable opinion that such employee is not suited to work on this Contract.

c. No person shall be allowed to work under this Contract who has been previously convicted of a criminal act (whether misdemeanor or felony) or is serving a sentence in a penal or correctional institution, without first obtaining written approval from the DRHA.

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4. Subcontracting. None of the Required Services shall be subcontracted by the Contractor without the prior, written consent of the DRHA, which may be withheld by the DRHA in its sole and unfettered discretion. The Contractor shall be as fully responsible to the DRHA for acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by its subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall include in each subcontract the Contractor enters into for the provision of services under this Contract, all provisions required to be included in such subcontracts established elsewhere within this Contract.
5. Governing Law. This Contract is made, entered into, and shall be performed in the jurisdiction of the City of Danville, Virginia ("City") and shall be governed by the applicable laws of the State. The Contractor shall comply with all applicable laws, ordinances, and codes of the State, Federal and local governments. The Contractor shall procure and maintain throughout the Term any permits and licenses required for its business or the Required Services.
6. Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this Contract is invalid or unenforceable to any extent under applicable law, the remainder of this Contract (and the application of this Contract to other circumstances) shall not be affected thereby, and each remaining term hereof shall be valid and enforceable to the fullest extent permitted by law.
7. Incorporation of Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matter contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
8. Amendments. No alteration or variation of terms shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated therein shall be binding on any of the parties. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but a single instrument.
9. No Waiver. No failure or delay by a party to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought. No waiver of any breach shall affect or alter this Contract, but each and every term of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.
10. Minority Business Participation. The Contractor agrees to promptly submit reports to the DRHA on request detailing the level of participation by Disadvantaged Business Enterprises ("DBE's) in this Contract (businesses primarily owned at least 51% by minorities, women or public housing residents or small businesses). The DRHA shall have the right to review all relevant documents of the Contractor relating to the participation of DBE's in this Contract on an ongoing basis. The DRHA reserves the right to evaluate the Contractor's performance with regard to the commitments and requirements of this Paragraph on an annual basis.
11. Confidentiality. To the extent permitted by applicable law, all documents, including but not limited to reports and data, gathered and prepared or assembled by the Contractor in performing the Required Services or otherwise in

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connection with this Contract are confidential, and the Contractor agrees it shall not make the documents or the information contained therein available to any individual or organization without the prior written approval of the DRHA.

SECTION IV - ADDITIONAL TERMS AND CONDITIONS

1. Drug-Free Workplace. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will provide a "drug-free workplace" for its employees and will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that it maintains a "drug-free workplace", with "drug-free workplace" being defined as a site for the performance of work where the employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

b. The Contractor will post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's or subcontractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

c. The Contractor will cause the foregoing provisions to be inserted in (i) all subcontracts for any work covered by this Contract and (ii) purchase orders under this Contract in an amount greater than \$10,000, so that such provisions will be binding upon each subcontractor or vendor.

2. Faith-Based Organizations. The DRHA does not discriminate against faith-based organizations, as such term is defined under State law (§ 2.2-4343.1 of the Code of Virginia).

3. Payment to Subcontractors.

a. The Contractor shall be obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to it by the DRHA for work performed by a subcontractor under that contract: (i) pay the subcontractor for the proportionate share of the total payment received from DRHA attributable to the work performed by the subcontractor under that contract; or (ii) notify the DRHA and such subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. The Contractor agrees that it shall be obligated to pay interest to its subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the DRHA for work performed by such subcontractor under that contract, except for amounts withheld as allowed in subdivision (ii) of the previous sentence.

b. Unless otherwise provided under the terms hereof, any amount of interest set forth herein shall accrue at the rate of one percent (1%) per month.

c. The Contractor shall be required to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the requirements set forth in Paragraphs IV(3)(a) & (b) hereof with respect to each lower-tier subcontractor.

d. The Contractor shall be required to provide the DRHA with its federal employer identification number.

4. Contingent Fees.

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a. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration (collectively, a "Contingent Fee") contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the DRHA may terminate this Contract without liability or may, in its discretion, deduct from the compensation due to the Contractor hereunder or otherwise recover the full amount of such Contingent Fee.

b. The Contractor warrants that it will not accept any Contingent Fee from any third party for the performance of any work under the Contract.

5. Independent Contractor. The Contractor is an independent contractor and as such is not an employee of the DRHA. The Contractor is responsible for any and all federal, state and local taxes required by law and resulting from the work to be performed hereunder or traceable to this Contract, under whatever name levied. Such taxes will not be in addition to the compensation received by the Contractor hereunder but rather will be the sole obligation of the Contractor, which shall indemnify, defend and hold the DRHA harmless from any and all such taxes. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the DRHA and the Contractor. None of the officers, agents or employees of the Contractor shall be or be deemed to be employees of the DRHA for any purpose whatsoever.

6. Ethics/Conflict of Interests. The Contractor acknowledges and agrees that this Contract is subject to and that the Contractor shall fully comply with the provisions of: (a) the State and Local Government Conflict of Interest (§ 2.2-3100 et seq. of the Code of Virginia) and (b) Article 6 of the Virginia Public Procurement Act (§2.2-4367 et seq. of the Code of Virginia).

7. Permits and Codes. The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. The Contractor is to provide DRHA with copies of all required permits and licenses prior to commencement of work.

IN WITNESS WHEREOF, the DRHA and the Contractor have executed this Contract as of the date written above.

DANVILLE REDEVELOPMENT AND HOUSING AUTHORITY

Name: **Linwood Terry, Jr.**
Title: Maintenance Director
Reviewed

By: _____

Name: Gary M. Wasson
Title: Executive Director
Approved

By: _____

NAME OF CONTRACTOR HERE

Name: _____
Title: _____
Approved: _____

By: _____

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, a corporation organized under the laws of the Commonwealth of Virginia, _____ a partnership of which _____ are the partners, _____, an individual doing business as _____, AS PRINCIPAL, hereinafter called Contractor, and _____,

a corporation authorized to transact business as surety in the Commonwealth of Virginia, AS SURETY, (hereinafter called "Surety"), are held and stand firmly bound and obligated unto the Danville Redevelopment and Housing Authority ("DRHA"), its successors and assigns, as Obligee, in the sum of _____ (\$ _____), for the payment whereof, well and truly to be made, we by these presents jointly and severally, bind ourselves and each of us, our heirs, executors, administrators, successors and assigns.

WHEREAS, Contractor has entered into a contract with DRHA dated _____, 20__, for _____ work in connection with the _____ in the City of Danville, Virginia, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the Contractor shall well and truly keep and perform all the agreements, terms and conditions of the Contract on Contractor's part to be kept and performed in strict conformity with all of the provisions thereof, then this obligation shall be void; otherwise it shall remain in full force and effect.

And Surety, for value received, hereby agrees that no extension of time, or change in, alteration of, or addition to the terms of the Contract, or in the work to be performed thereunder, or in or to the Specifications accompanying the same, shall in any ways affect its obligations on this Bond and it does hereby waive notice of any such extension (s) of time, change (s), alteration (s) or addition (s) to terms of Contract or to work or to the Specifications.

This Bond is required pursuant to Section 2.2-4337 of the Code of Virginia, 1950, as amended, and shall be construed in accordance with provisions of said Section, which are applicable hereto.

Signed and sealed the seals of the parties hereto this _____ day of _____, 20 ____.

ATTEST:
By: _____

Partnership Principal
ATTEST:
By: _____

Corporate Principal
By _____

Individual Principal (Seal)

Partner (Seal)

Surety

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, a corporation organized under the laws of the Commonwealth of Virginia, _____, a partnership of which _____ are the partners, _____, an individual doing business as _____, AS PRINCIPAL, hereinafter called Contractor, and _____ corporation authorized to transact business as surety in the Commonwealth of Virginia, AS SURETY, (hereinafter called "Surety"), are held and stand firmly bound and obligated unto the Danville Redevelopment and Housing Authority ("DRHA"), its successors and assigns, as Obligee, in the sum of _____ (\$ _____), for the payment whereof, well and truly to be made, we by these presents jointly and severally, bind ourselves and each of us, our heirs, executors, administrators, successors and assigns.

WHEREAS, Contractor has entered into a contract with DRHA dated _____, 20__ , for _____ work in connection with the project _____ in the City of Danville, Virginia, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the Contractor shall pay to all persons who have, and fulfill, contracts pertaining to the Project for performing labor or furnishing materials in the prosecution of the work provided for in the Contract, including without limitation rental of vehicles, power equipment, tools and appliances employed in such work; and shall have obtained payment bonds of all subcontractors required to furnish them as provided in Section 2.2-4337 of the Code of Virginia, 1950, as amended, then this obligation shall be void; otherwise it shall remain in full force and effect.

Persons who have, and fulfill, contracts pertaining to the Project for performing labor or furnishing materials in the prosecution of work provided for in the Contract, and, if the Contractor has failed to obtain the execution of payment bonds by subcontractors who are required to furnish them pursuant to said Section 2.2-4337, persons who have, and fulfill contracts directly with such subcontractors for performing labor or furnishing materials in the prosecution of work provided for in the subcontracts, shall have a direct right of action against the Contractor and Surety as provided in said Section 2.2-4337 of the Code of Virginia, 1950, as amended.

Signed and sealed the seals of the parties hereto this _____ day of _____, 20__ .

Corporate Principal

ATTEST:

By _____

By _____

Individual Principal (Seal)

Partnership Principal

Partner (Seal)

ATTEST:

Surety

By _____

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**Contractor's Certification of Insurance Coverage
(Your Insurance Certificate May Be Substituted for This Form)**

Name of Company: _____

Owner: _____

Project Name: _____

I certify that I am an authorized representative of the above-referenced company. I hereby state that as of today's date, this company has insurance coverage, or has the ability to add it to the current policy at any time, equal to or additional to that required in the above-referenced project bid package requirements. The additional insurance coverage will be obtained, if applicable, and a certificate of proof of this insurance will be provided to the Danville Redevelopment and Housing Authority (DRHA) within five (5) business days of being named apparent lowest responsible bidder and/or upon the DRHA's request for this proof for any other reason deemed necessary for the benefit of the DRHA.

By signing on the line at the bottom of this page, I hereby also give permission, as of today's date until otherwise noted in writing, to any authorized representative of the DRHA to contact my insurance company for a copy of my current policy, or copies of any changes and/or additions made to this policy with regards to the above-referenced DRHA project.

Name of Insurance Company of Current Policy: _____

Address: _____

Phone Number: _____

Fax Number: _____

Name of Insurance Agent: _____

Printed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

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5370 EZ GENERAL CONDITIONS

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof 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 Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (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 or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.
- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies

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delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.

(c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.

(d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

(a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$_____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$_____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the super-structure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

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(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

(2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.

(3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

(g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.

(h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.

(i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.

(j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (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.

11. 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.

12. 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.

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(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.

13. 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.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each

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classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) **Payrolls and Basic Records.**
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

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

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

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

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the

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ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(g) **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(h) **Contract Termination; Debarment.** A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

(k) **Certification of Eligibility.**

(1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) **Non-Federal Prevailing Wage Rates.** Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

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GENERAL DECISION: VA20080028 07/25/2008 VA28

Date: July 25, 2008

General Decision Number: VA20080028 07/25/2008

Superseded General Decision Number: VA20070028

State: Virginia

Construction Type: Residential

Counties: Amherst, Campbell, Danville*, Lynchburg* and Pittsylvania Counties in Virginia.

*INDEPENDENT CITIES

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 02/08/2008 |
| 1 | 07/25/2008 |

* SUVA1992-007 09/01/1992

| | Rates | Fringes |
|--|----------|---------|
| BRICKLAYER..... | \$ 12.22 | |
| Carpenters (Excluding Drywall Hanging and Installation of Batt Insulation)..... | \$ 8.13 | |
| Electricians..... | \$ 8.51 | |
| HVAC Mechanic Pipe..... | \$ 8.00 | |
| INSTALLER - GUTTERS..... | \$ 8.38 | |
| INSTALLER - SIDING ALUMINUM..... | \$ 10.29 | |
| Laborers: | | |
| Mason Tenders, Brick..... | \$ 6.55 | |
| Unskilled..... | \$ 6.55 | |
| PAINTER (Brush)..... | \$ 9.00 | |
| Plumbers (Excluding HVAC Work)... | \$ 9.98 | .37 |
| Power equipment operators: | | |
| Loaders..... | \$ 8.50 | |
| Roofers..... | \$ 8.26 | 1.75 |
| Sheet metal worker (Including HVAC Duct Work & Excluding Aluminum Siding Installation).... | \$ 9.50 | |
| Sprinkler Fitters..... | \$ 13.25 | 2.78 |
| Truck drivers..... | \$ 6.55 | |

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

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

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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)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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.) 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 1.8 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.

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END OF GENERAL DECISION

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29 CFR 5.5 - Contract provisions and related matters.

- **Section Number:** 5.5
- **Section Name:** Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may

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be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the ``Statement of Compliance'' required by paragraph (a)(3)(ii)(B) of this section.

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

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

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

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

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

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

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

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for

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unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

| OMB Control Paragraph | Number |
|--------------------------|-------------------------|
| (a)(1)(ii)(B)..... | 1215-0140 |
| (a)(1)(ii)(C)..... | 1215-0140 |
| (a)(1)(iv)..... | 1215-0140 |
| (a)(3)(i)..... | 1215-0140, 1215-0017 |
| (a)(3)(ii)(A)..... | 1215-0149 |
| (c)..... | 1215-0140, 1215-0017 |

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69674, Nov. 20, 2000; 73 FR 77511-77512, Dec. 19, 2008]

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Exhibit I

SCOPE OF WORK

Roof Replacement/Repair

On 6 Buildings at Cardinal Village/8 Buildings at Cedar Terrace

Provide all labor, material, and equipment to complete the following:

- 1). Remove existing roof shingles and dispose of debris daily, off DRHA property.
- 2). A 15' area out from each building shall be rolled with a magnet to retrieve any roofing nails that may be left on the ground.
- 3). Roof decking to be swept clean of any debris and any decking nails that are protruding from the decking shall be driven up flush.
- 4). Any decking found to be rotten or water damaged should be replaced with new boards of like material.
- 5). Install 15# felt over the entire roof area.
- 6). Remove aluminum dome vents and install matching plyboard **(CARDINAL VILLAGE ONLY)**.
- 7). Install new aluminum .019 drip edge around the entire perimeter of roof.
- 8). Install 25 year fiberglass shingles as per manufactures recommendations. Minimum of (4) nails per shingle.
- 9). Install new vent stack collars on all pipes protruding through roof.
- 10). Install aluminum ridge vent on entire length of ridge and attach as per manufactures specifications.
- 11). These buildings are occupied and therefore must be left in water- tight conditions at all times.
- 12). Follow all local, state, federal codes to include, but not limited to, OSHA. Fall protection, roofing requirements and any permits and licenses shall be the responsibility of the contractor.
- 13). Shingles used must be **Dove Gray for Cedar Terrace** and **Slate Gray for Cardinal Village**. A similar color may be substituted, if necessary, upon approval of DRHA prior to commencement of work.
- 14). **HUD/DAVIS BACON WAGE RATES DO APPLY**

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ADDRESSES TO BE INCLUDED IN CARDINAL VILLAGE ROOF REPLACEMENT AND REPAIR

Please list base price on Bid Form for each TYPE Building

Type A Building

656 Cardinal Place

646 Cardinal Place

615 Edmonds Street

Type B Building

636 Cardinal Place

618 Cardinal Place

315 Stephens Street

ADDRESSES TO BE INCLUDED IN CEDAR TERRACE ROOF REPLACEMENT AND REPAIR

Please list base price on Bid Form for each TYPE Building

Type A Building

805 Memorial Drive

761 Memorial Drive

717 Memorial Drive

108 Cedar Place

Type D Building

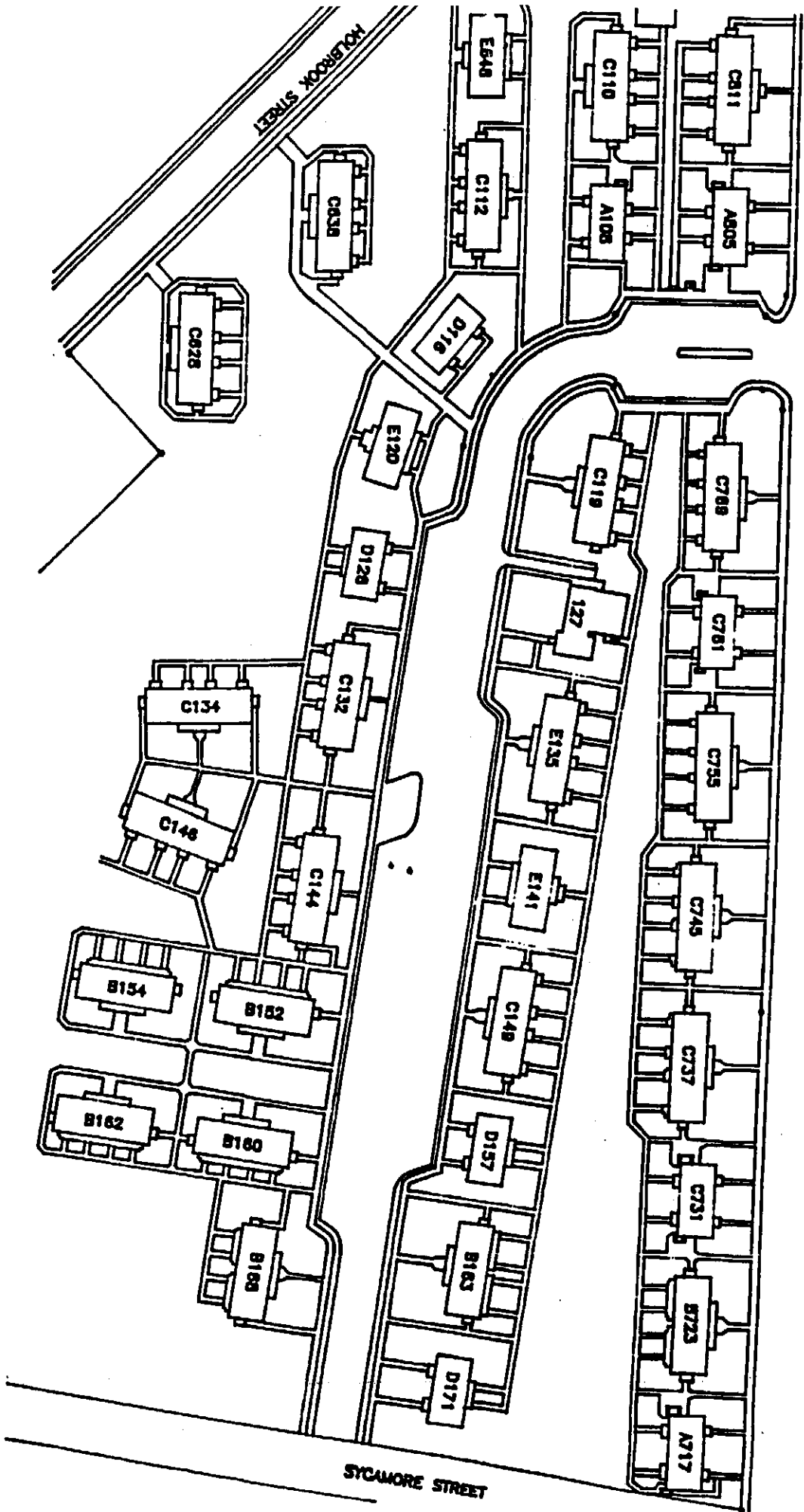
157 Cedar Place

171 Cedar Place

Type E Building

648 Holbrook Street

141 Cedar Place



CEDAR TERRACE - SITE PLAN

VA-10-1 CARDINAL VILLAGE

