Main Office: (301) 662-8173
Maintenance: (301) 662-8227
Fax: (301) 663-1464
TDD: (301) 663-1512
info@hacfrederick.org

HOUSING AUTHORITY OF THE CITY OF FREDERICK

209 Madison St, Frederick, MD 21701

Housing Families, Building Communities, Creating a Stronger Frederick

INVITATION TO BID

The Housing Authority of the City of Frederick shall receive proposals for the *Replace All Common Area Flooring Including Elevator & Entry Mats at Catoctin Manor Apartments, 798 Motter Avenue; for the Housing Authority of the City of Frederick,* until **10:00 a.m. on Tuesday, November 10th, 2026.**

All proposals shall be sent to: Housing Authority of the City of Frederick, 209 Madison Street, Frederick, Maryland 21701. Postal, hand-delivery, or e-mail of proposals (**maintenance@hacfrederick.org**) shall be accepted and must ensure confirmation of receipt. *Proposals/bids received after 10:00 a.m., or faxed proposals, will not be accepted and will be rejected.*

The Specification Manual is available digitally on our website; go to www.hacfrederick.org under "Contractors" tab.

The Housing Authority of the City of Frederick reserves the right to reject any and all bids or to waive any informalities in the bidding.

Interested bidders may obtain further information by contacting John Murphy at 301-662-8173, ext. 1121 or 301-788-0849 (cell), or Sue Au at 301-662-8173, ext. 1103. **We are E.O.E.**

SPECIFICATION MANUAL

Replace All Common Area Flooring

Including Elevator & Entry Mats at

Catoctin Manor Apartments, 798 Motter Avenue;

for the Housing Authority of the City of Frederick

September 21st, 2026

Angie Lollar
Executive Director

John Murphy
Director of Maintenance

Eddie Owusu-Bempah
Asst. Maintenance Director

Susan Au
Maintenance/Modernization

HOUSING AUTHORITY OF THE CITY OF FREDERICK

SPECIFICATION MANUAL

Replace All Common Area Flooring
Including Elevator & Entry Mats at
Catoctin Manor Apartments

Bid Deadline: November 10th, 2026 @10:00 a.m.
Contract Term: Ninety (90) Calendar Days from NTP
Properties/Descriptions: (Frederick, MD 21701)

- Catoctin Manor, 798 Motter Ave.; 4-story senior residential apartment building with common spaces.

Bid Contact Name: John Murphy, Director of Maintenance
Email: jmurphy@hacfrederick.org
Ph#: (o) 301-662-8173 ext. 1121 or (m) 301-788-0849

1. NOTICE TO BIDDERS

The Housing Authority of the City of Frederick (HACF)("the Property") is seeking proposals for the following:

1.1 Scope of Work

The Contractor shall provide all labor, materials, and equipment necessary to fulfill the contract, in accordance with the Technical Specifications.

1.2 Submission of Proposals

- Proposals must be completed using the Bid Form (00300), which must be filled out in its entirety and signed by an authorized representative of the bidding company.
- Section 3 Agreement & Certification form (00750-2) must also be completed & submitted.
- Proposals must be concise and accurate. No oral bids or modifications will be accepted.
- Proposals must be submitted via postal mail or email to maintenance@hacfrederick.org no later than the bid deadline.
- Bidders are responsible for visiting the site to familiarize themselves with existing conditions before submitting a proposal.

1.3 Access to Site

Bidders may visit sites by appointment during Monday - Friday, 9:00 a.m. – 3:30 p.m.

1.4 Site Map

Please see attached site maps (00200) for defined service areas.

1.5 Evaluation Criteria and Award

The contract will be awarded based on the best overall value and adherence to the specifications outlined in this document. HACF reserves the right to accept or reject any or all bids.

2. GENERAL CONDITIONS

2.1 Contractor Qualifications

The Contractor must demonstrate the capability to fulfill the requirements of this contract. Evidence of competence and the ability to manage the necessary personnel and equipment must be provided. Contractor and subcontractors shall be licensed and/or certified in the State of Maryland in areas applicable to all required work within the contract. The Contractor must submit employee background information as required.

2.2 Indemnification

The Contractor shall indemnify and hold harmless the Property, its agents, and employees from any liability arising from injury, damage, or loss caused by the Contractor's actions.

2.3 Damages

The Contractor is responsible for repairing any damages to the property caused by their personnel or equipment. The Property must be notified immediately of any damage, and all repairs must be carried out by licensed professionals.

2.4 Workmanship

All services provided must meet industry standards of quality and be performed in a workmanlike manner.

2.5 Contract Payments

Contractor must submit invoices of the work performed within 30 days of providing the service. Payments will be made within 30 days of receipt of acceptable invoices and associated documentation in accordance with the contract. Payment will be withheld until any performance issues are resolved.

2.6 Change Orders and Scope Modifications

Any modifications to the scope of work must be pre-approved in writing by the Bid Contact.

2.7 Insurance Requirements

A. Prior to commencing work, the Contractor and each subcontractor shall furnish Certificates of Insurance showing the following insurance is in force and will insure all operations under the Contract;

1) **Workers' Compensation and Employer's Liability**. Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes.
2) **Commercial General Liability** with a combined single limit for bodily injury and property damage of not less than $1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property or 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 (5) 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 $1,000,000 per occurrence.

B. **All insurance** shall be carried with companies that 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 Property. 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 thirty (30) days prior written notice has been given to the Property.

2.8 Force Majeure

Neither party shall be held liable for delays or failure to perform due to events beyond their control, including natural disasters, pandemics, or other unforeseen events. In such cases, notification must be made as soon as possible.

2.9 Termination for Cause or Convenience

The Property may terminate the contract for cause, including failure to meet service expectations, poor reviews, or safety violations. The Contractor will have 10 business days to rectify any issues. The Property also reserves the right to terminate the contract for convenience with written notice.

2.10 Dispute Resolution

Disputes shall first be attempted to be resolved through mediation. If mediation fails, binding arbitration will be conducted in Frederick County, Maryland.

2.11 Safety and Environmental Compliance

The Contractor must comply with all applicable safety and environmental regulations.

2.12 Liability for Subcontractors

Subcontractors must be pre-approved by HACF in writing and must maintain the same insurance and liability coverage as the primary Contractor.

3. TECHNICAL SPECIFICATIONS

3.1 Project Description

The Contractor shall furnish all labor, supervision, materials, tools, equipment, transportation, permits, disposal, and incidentals necessary to remove and replace existing common-area carpeted and non-carpeted flooring throughout the 4-story senior apartment building, including but not limited to:

- Common-area corridors and hallways
- Building entrances and vestibules
- Lobby areas
- Community/common rooms
- Resident gathering areas
- Administrative/common-use areas designated by HACF
- Stair landing areas where applicable
- Elevator lobbies
- Elevator cab flooring
- Interior and exterior entry mats
- Walk-off mats and recessed mat systems, where applicable
- Other common-area flooring specifically identified by HACF

The Contractor shall verify actual quantities, dimensions, existing conditions, substrate conditions, transitions, and locations during the required site visit.

No additional payment will be made for ordinary field measuring, layout, cutting, fitting, or incidental materials required to provide a complete flooring installation.

3.2 Scope of Work

The Contractor shall provide a complete flooring replacement system. Work shall include, but not be limited to:

- Site protection
- Resident and staff protection
- Furniture and equipment protection/moving
- Removal of existing flooring
- Removal of carpet, carpet pad, adhesives, tack strips, transition strips, and other associated materials
- Removal of existing resilient flooring where identified
- Removal of damaged or deteriorated underlayment where necessary
- Subfloor preparation
- Concrete slab preparation
- Moisture testing where applicable
- Crack and joint treatment
- Patching and leveling
- Installation of new flooring
- Installation of carpet and/or resilient flooring
- Installation of elevator flooring
- Installation of entrance/walk-off mats
- Installation of transition strips
- Installation of base where affected by flooring replacement
- Sealing/caulking as required
- Cleaning
- Debris removal
- Final inspection
- Correction of defective work

The finished installation shall be complete, level, securely adhered, properly transitioned, visually uniform, and suitable for heavy senior-housing common-area traffic.

3.3 Required Site Visit

Prior to submitting a bid, each bidder shall inspect the property and become familiar with existing conditions. The Contractor shall verify:

- Existing flooring types
- Approximate quantities
- Floor dimensions
- Substrate conditions
- Existing carpet construction
- Existing resilient flooring
- Elevator cab dimensions
- Entrance mat dimensions
- Door clearances
- Existing thresholds
- Floor elevations
- Transitions between different flooring materials
- Locations of furniture and equipment
- Access limitations
- Elevator access
- Resident traffic patterns
- Working-hour restrictions
- Potential asbestos-containing materials or other hazardous materials

Bidders shall not rely solely upon drawings, room schedules, or estimated quantities for actual field conditions.

3.4 Resident Protection and Occupied Building Requirements

Catoctin Manor is a **senior apartment property and shall be treated as an occupied residential facility throughout construction.** The Contractor shall conduct all work in a manner that minimizes disruption and maintains resident safety.

Resident Safety

The Contractor shall:

1. Maintain safe pedestrian access at all times
2. Maintain accessible routes required by applicable law
3. Provide temporary walkways where flooring is removed
4. Secure all loose materials
5. Prevent trip hazards
6. Maintain required fire exits
7. Maintain access to elevators except during specifically approved work periods
8. Provide appropriate barricades and warning signage
9. Prevent residents from entering active work areas
10. Remove tools and equipment from resident-accessible areas at the end of each workday

No resident shall be required to walk across unfinished flooring, exposed adhesive, exposed tack strips, unfinished substrates, or other unsafe surfaces.

3.5 Work Hours & Phasing

Work shall be performed during hours 8:00 a.m. - 4:30 p.m. The Contractor shall submit a proposed **flooring replacement phasing plan** prior to beginning work. The phasing plan shall identify:

- Areas to be completed
- Anticipated duration
- Areas unavailable to residents
- Temporary access routes
- Elevator shutdowns, if any
- Material delivery periods
- Daily cleanup procedures
- Resident notification requirements

The Contractor shall coordinate all work with HACF's designated representative. HACF reserves the right to modify the sequence of work to accommodate resident needs and building operations.

Existing Flooring Removal

Carpet Removal:

Remove existing carpet and carpet cushion/pad completely.

Remove:

- Carpet
- Carpet pad
- Tack strips where applicable
- Staples
- Adhesive residue
- Transition strips
- Thresholds scheduled for replacement
- Other materials that interfere with the new installation

Carpet shall not be installed over existing carpet.

Existing Resilient Flooring

Where existing resilient flooring is designated for removal, remove existing:

- Vinyl composition tile (VCT)
- Luxury vinyl tile/plank (LVT/LVP)

- Sheet vinyl
- Rubber flooring
- Other resilient flooring

The Contractor shall not mechanically disturb suspect flooring or adhesive materials until HACF confirms that required environmental/hazardous-material procedures have been addressed.

Hazardous Materials

Because flooring materials and adhesives in older buildings can potentially contain asbestos or other regulated materials, the Contractor shall **not assume that existing flooring or adhesive is asbestos-free**.

Where suspect materials are encountered:

1. Stop work in the affected area
2. Secure the area
3. Notify the Owner immediately
4. Do not disturb, grind, sand, scrape, or otherwise manipulate the suspect material
5. Proceed only upon written direction from HACF

Any required asbestos inspection, testing, abatement, or environmental work shall be performed under separately established requirements unless specifically included in the contract.

3.6 Substrate Preparation

General

Before installation, all substrates shall be:

- Clean
- Dry
- Sound
- Smooth
- Structurally adequate
- Free of dust
- Free of grease and oil
- Free of loose material
- Free of debris
- Free of contaminants that could interfere with adhesion
-

Concrete

Concrete substrates shall be prepared by:

- Removing loose material
- Filling cracks as appropriate
- Filling holes and depressions
- Removing high spots
- Grinding or mechanically preparing surfaces as appropriate
- Applying compatible patching/leveling compounds

Floor Flatness

The substrate shall be sufficiently flat to prevent visible irregularities, telegraphing, ridges, hollow spots, or premature flooring failure. Manufacturers' substrate tolerances shall be followed where more stringent than these specifications.

3.7 Moisture Testing

Prior to installation of resilient flooring, adhesive systems, or other moisture-sensitive flooring, the Contractor shall perform appropriate substrate moisture testing in accordance with the flooring and adhesive manufacturers' requirements.

Where required, testing may include:

- Relative humidity testing
- Calcium chloride testing
- pH testing

Testing shall be documented and submitted to HACF upon request.

No flooring shall be installed where substrate moisture conditions exceed the flooring or adhesive manufacturer's published limits.

4. NEW CARPET

4.1 Carpet Type

New carpet shall be commercial-grade carpet suitable for:

- Heavy traffic
- Senior residential facilities
- Common areas
- Corridors
- Lobby areas
- Elevator lobbies where approved
- Frequent cleaning
- Rolling traffic
- Wheelchairs and mobility devices

Carpet shall be:

- Low profile
- Durable
- Stain resistant
- Soil resistant
- Appropriate for heavy commercial/residential institutional use
- Compatible with the manufacturer's recommended adhesive/system

HACF shall approve final color, pattern, texture, and style before installation.

4.2 Carpet Construction

Unless otherwise approved, provide carpet with a commercial-grade construction suitable for heavy traffic.
The Contractor shall submit product data showing:

- Manufacturer
- Product name
- Construction
- Fiber type
- Face weight
- Backing
- Warranty
- Recommended adhesive
- Cleaning requirements
- Indoor air quality characteristics

4.3 Carpet Color

Provide multiple color samples for HACF selection.
Colors shall be selected to:

- Coordinate with existing building finishes
- Minimize appearance of soil
- Provide a professional appearance
- Be appropriate for a senior residential environment

No material shall be ordered until HACF provides written color approval.

5. CARPET INSTALLATION

Install carpet in accordance with the manufacturer's written instructions.

Carpet installation shall provide:

- Tight seams
- Straight seams
- Proper pattern alignment
- Proper transitions
- Secure perimeter installation
- Properly adhered edges
- No bubbles
- No wrinkles
- No loose edges
- No visible adhesive
- No excessive seam visibility

Seams shall not be located in areas where they can reasonably interfere with doors, elevator entrances, major pedestrian traffic, or other high-wear locations unless approved by HACF.

6. RESILIENT FLOORING

6.1 General

Non-carpeted common-area flooring shall be replaced with commercial-grade resilient flooring appropriate for heavy traffic. Depending upon the designated area, HACF may specify:

- Luxury vinyl tile (LVT)
- Luxury vinyl plank (LVP)
- Sheet vinyl
- Rubber flooring
- Vinyl composition tile (VCT), if specifically approved

The Contractor shall provide the product specifically identified in the bid schedule or approved submittal

6.2 LVT/LVP

Where LVT/LVP is specified, provide commercial-grade material suitable for heavy traffic and frequent maintenance. Minimum requirements shall include:

- Commercial/institutional rating
- Wear layer appropriate for heavy traffic
- Slip-resistant characteristics appropriate for common areas
- Water-resistant construction where applicable
- Manufacturer's written installation requirements
- Manufacturer's compatible adhesive/system
- Minimum manufacturer's warranty appropriate for the application
-

6.3 Pattern and Layout

The Contractor shall submit proposed layout where necessary. Maintain:

- Straight lines
- Consistent joints
- Uniform pattern
- Proper alignment at doorways
- Proper alignment with corridors
- Proper transitions

7. ELEVATOR FLOORING

7.1 General

Replace existing elevator cab flooring as identified by HACF. Elevator flooring shall be:

- Commercial grade
- Heavy duty
- Slip resistant
- Durable under heavy pedestrian traffic
- Resistant to rolling loads
- Compatible with elevator cab construction
- Appropriate for frequent cleaning

7.2 Elevator Requirements

Before commencing elevator flooring work, Contractor shall verify:

- Elevator cab dimensions
- Existing flooring thickness
- Substrate condition
- Door clearances
- Threshold clearances
- Required transitions
- Manufacturer requirements
- Elevator contractor requirements, if applicable

The finished flooring shall not interfere with:

- Elevator doors
- Door sensors
- Thresholds
- Emergency equipment
- Cab operation
- Accessibility requirements

Any work affecting elevator operation shall be coordinated with HACF and the building's elevator service contractor.

8. ENTRY AND WALK-OFF MATS

8.1 General

Replace existing entry mats at designated entrances. Provide commercial-grade entrance matting designed to remove moisture, dirt, and debris from pedestrian traffic. Mats shall be:

- Heavy duty
- Slip resistant
- Suitable for high traffic
- Easy to clean
- Resistant to moisture
- Compatible with the surrounding flooring

8.2 Recessed Mats

Where existing recessed mat wells are present, provide properly fitted replacement mat systems.
Mat frames shall be cleaned and repaired as necessary to provide a level installation.
The completed mat shall be flush with adjacent flooring to minimize trip hazards.

8.3 Surface-Mounted Mats

Where recessed systems do not exist, provide appropriately sized surface-mounted mats with beveled edges where required.

9. TRANSITIONS

Provide new transition strips wherever flooring materials change.

Transitions shall be:

- Commercial grade
- Securely fastened
- Appropriate for the flooring types being joined
- Properly anchored
- Flush or beveled as appropriate
- Free of sharp edges
- Designed to minimize tripping hazards

Transitions shall comply with applicable accessibility requirements.

10. BASE AND WALL PROTECTION

Where flooring replacement affects existing resilient base, provide new base as required. New base shall be:

- Commercial grade
- Compatible with new flooring
- Properly adhered
- Straight
- Uniform
- Tightly fitted at corners

Outside corners shall be neatly mitered or use manufacturer's approved corner accessories. Inside corners shall be neatly fitted. The Contractor shall replace damaged base caused by the Contractor's work.

11. ADHESIVES AND INSTALLATION MATERIALS

All adhesives, primers, patching compounds, leveling compounds, seam sealers, and related materials shall be:

- Recommended by the flooring manufacturer
- Compatible with the flooring
- Suitable for the substrate
- Used in accordance with manufacturer's instructions

Low-emitting materials shall be used where commercially available and appropriate for the application.

12. INDOOR AIR QUALITY

Because Catoctin Manor is an occupied senior residential facility, the Contractor shall minimize odors, dust, fumes, and airborne contaminants. The Contractor shall:

- Use low-emitting adhesives where available
- Provide adequate ventilation
- Prevent construction dust from migrating into occupied areas
- Use appropriate dust-control measures
- Keep doors to occupied areas closed where appropriate
- Maintain clean work areas
- Follow manufacturer's ventilation requirements

Strong odors shall not be permitted to accumulate in occupied residential areas.

13. FURNITURE AND EQUIPMENT

The Contractor shall coordinate movement of common-area furniture as necessary. Furniture shall be:

- Carefully moved
- Protected during construction
- Returned to its original location upon completion

The Contractor shall not move resident-owned property unless specifically authorized by HACF.

14. CLEANING

At the completion of each work area, the Contractor shall:

- Vacuum carpet
- Clean resilient flooring
- Remove adhesive residue
- Remove debris
- Clean transitions
- Clean mats
- Remove dust
- Clean affected base
- Clean elevator flooring
- Clean adjacent surfaces affected by the work

The final installation shall be ready for normal use upon HACF acceptance.

15. DAILY CLEANUP

The Contractor shall perform daily cleanup. At the end of each workday:

- Construction debris shall be removed
- Tools shall be secured
- Materials shall be stored safely
- Walkways shall be cleared
- Temporary protection shall be secured
- Adhesives shall not remain exposed in resident-accessible areas
- Work areas shall be left safe

HACF may require additional cleanup if the Contractor's operations create unsafe or unacceptable conditions.

16. FIRE AND LIFE SAFETY

The Contractor shall maintain existing fire and life-safety systems throughout the project. The Contractor shall not:

- Block exits
- Block fire extinguishers
- Block fire alarm devices
- Obstruct fire doors
- Store materials in egress paths
- Disable fire/life-safety equipment without written authorization

Any required temporary impairment shall be coordinated with HACF before work begins.

17. ACCESSIBILITY

All work shall maintain or improve applicable accessibility conditions. The Contractor shall ensure that new flooring and transitions do not create:

- Excessive changes in level
- Unsafe thresholds
- Trip hazards
- Obstructions to accessible routes
- Door-clearance problems

18. SUBMITTALS

Prior to ordering materials, the Contractor shall submit:

Flooring

- Manufacturer
- Product name
- Product data
- Technical specifications
- Warranty
- Color selections
- Pattern selections
- Installation instructions

Carpet

- Samples
- Color
- Construction
- Fiber
- Backing
- Weight
- Warranty

Resilient Flooring

- Product data
- Thickness
- Wear layer
- Finish
- Color
- Installation requirements
- Warranty

Adhesives

- Product data
- Safety Data Sheet (SDS)
- Manufacturer compatibility documentation

Mats

- Product data
- Dimensions
- Construction
- Edge treatment
- Warranty

No material shall be installed without required HACF approval.

19. MATERIAL SAMPLES

The Contractor shall provide physical samples for HACF approval. **The Contractor shall also ensure extra materials are available for future repairs/replacement.**

HACF reserves the right to select from submitted products that comply with the specifications without changing the contract price.

20. WARRANTY

The Contractor shall provide manufacturer warranties and a Contractor workmanship warranty. Unless a longer period is provided by the manufacturer, Contractor workmanship shall be warranted for a minimum of **one year from final acceptance**. Warranty coverage shall include defective:

- Installation
- Adhesion
- Seams
- Transitions
- Flooring installation
- Base installation
- Mat installation

The Contractor shall promptly correct defective work at no additional cost to HACF.

21. PROTECTION OF COMPLETED WORK

The Contractor shall protect newly installed flooring until adhesives have properly cured and the flooring is ready for normal traffic. Protection shall include:

- Temporary coverings
- Protection from construction traffic
- Protection from furniture movement
- Protection from moisture
- Protection from staining

Furniture shall not be returned to newly installed flooring until permitted by the flooring manufacturer.

22. QUALITY CONTROL

The Contractor shall inspect each completed area before requesting HACF inspection. The Contractor shall verify:

- Proper installation
- Proper adhesion
- Seam quality
- Pattern alignment
- Transitions
- Door clearances
- Elevator operation
- Mat installation
- Base installation
- Cleanliness
- Absence of defects

23. DEFECTIVE WORK

HACF may reject flooring that contains:

- Wrinkles
- Bubbles
- Open seams
- Loose seams
- Peaking
- Curling
- Gaps
- Uneven transitions
- Visible adhesive

- Scratches
- Stains
- Improper cuts
- Poorly fitted corners
- Pattern misalignment
- Loose flooring
- Other defects

Rejected flooring shall be removed and replaced at the Contractor's expense.

24. PROTECTION OF EXISTING PROPERTY

The Contractor shall protect:

- Walls
- Doors
- Door frames
- Elevator doors
- Elevator walls
- Handrails
- Baseboards
- Millwork
- Fixtures
- Furniture
- Fire equipment
- Security equipment
- Cameras
- Signage
- Other existing property

Damage caused by the Contractor shall be repaired or replaced at no additional cost to HACF.

25. SECURITY AND ACCESS CONTROL

The Contractor shall comply with all building security procedures. Workers shall:

- Wear identification as required
- Secure tools and materials
- Follow building access procedures
- Not permit unauthorized persons into work areas
- Not prop secured exterior doors open
- Maintain controlled access to work areas

HACF may require background screening or other personnel requirements consistent with the PHA's policies and contract documents.

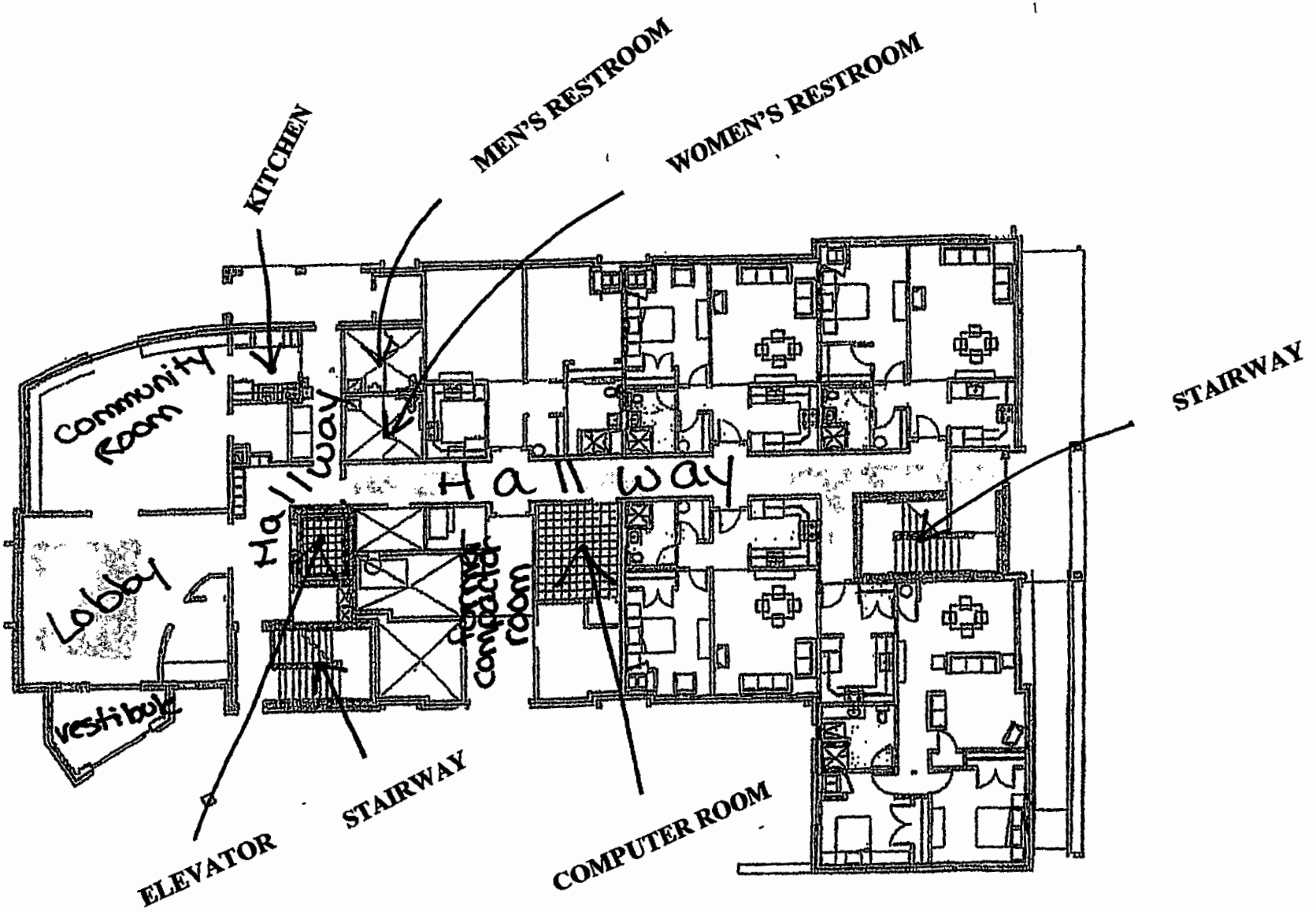
26. WASTE DISPOSAL

The Contractor shall legally dispose of all removed flooring materials. The Contractor shall:

- Remove carpet
- Remove carpet pad
- Remove resilient flooring
- Remove debris
- Remove packaging
- Remove unusable materials

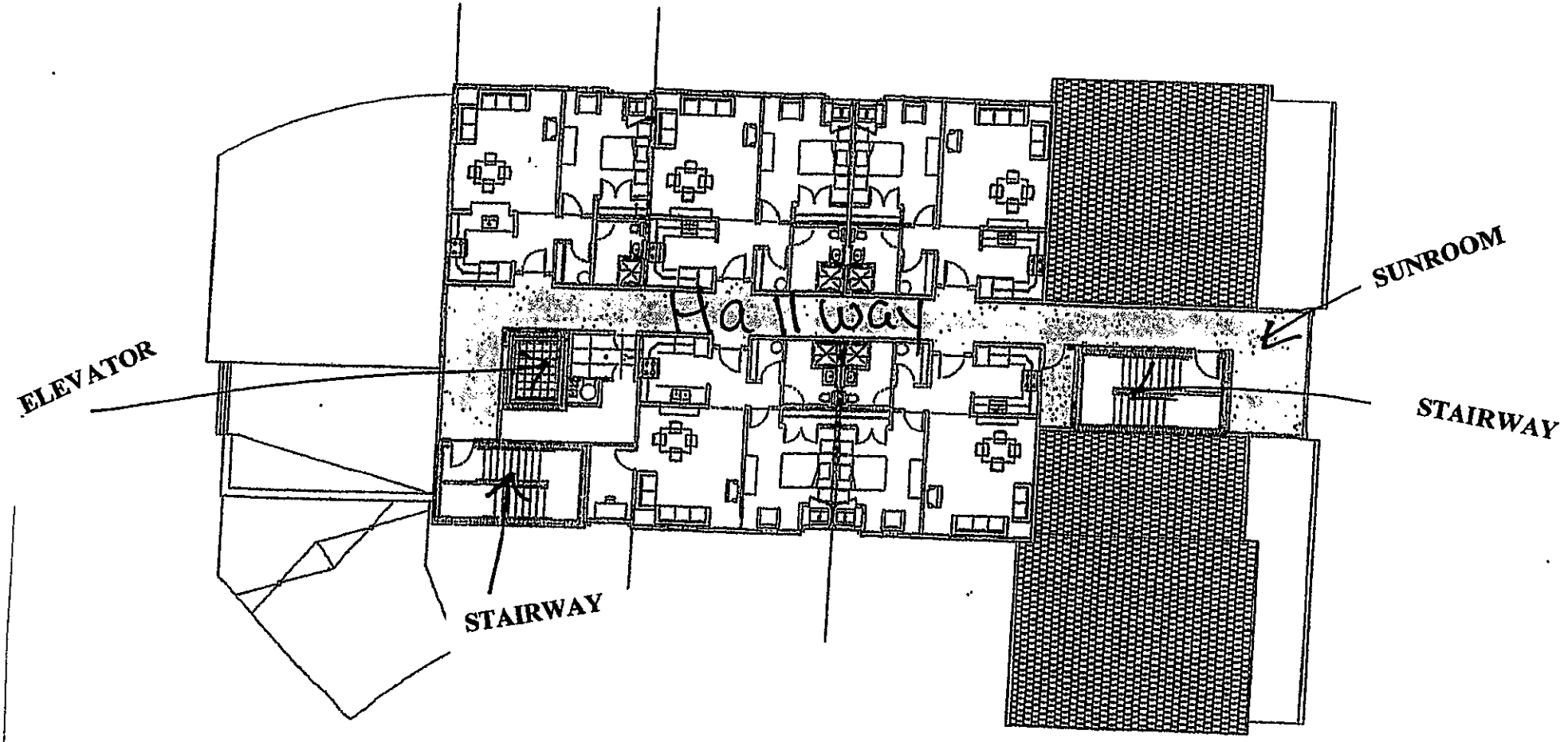
All disposal shall comply with applicable federal, state, and local requirements.

No construction debris shall be placed in the property's residential trash containers unless specifically authorized by HACF.



CATOCTIN MANOR APARTMENTS

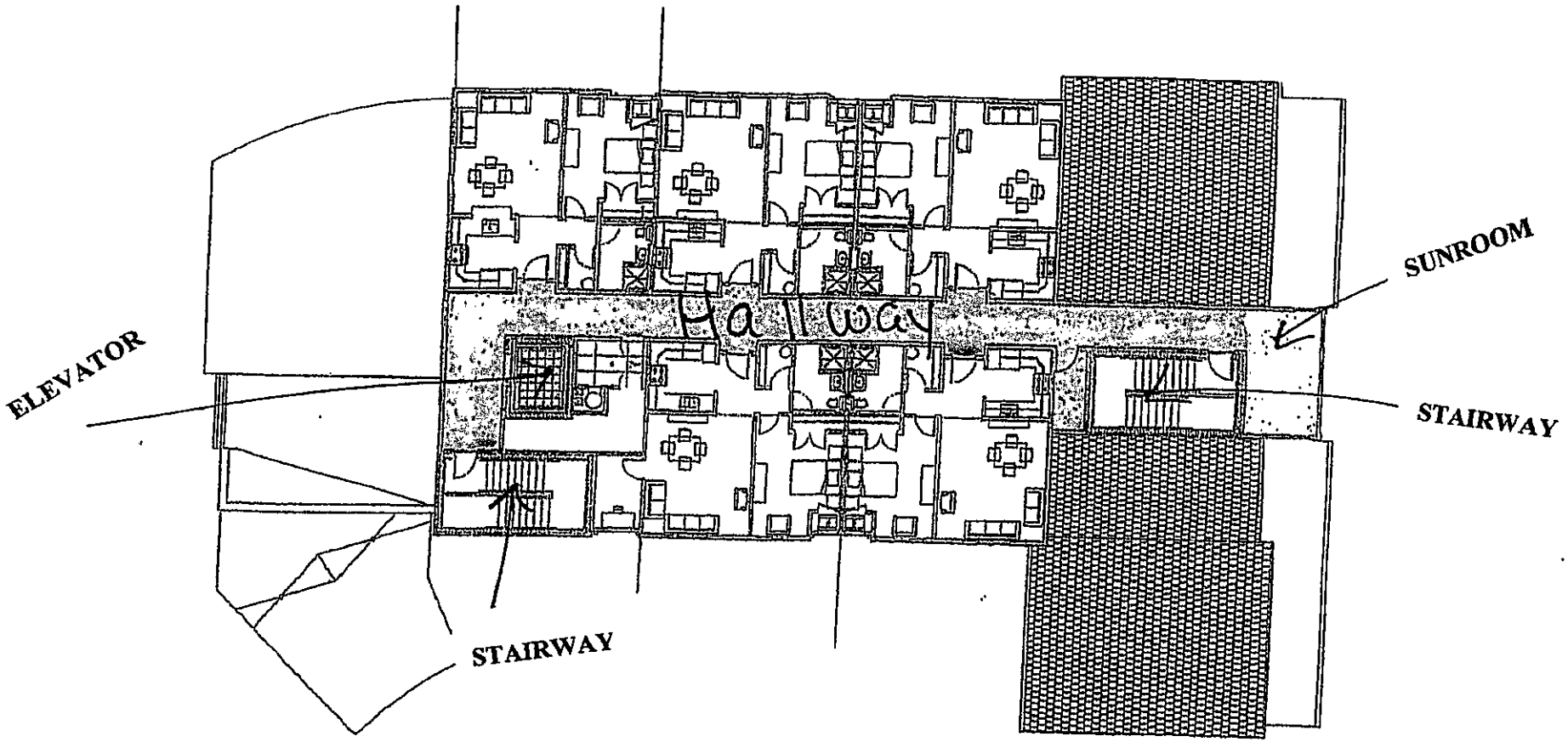
1ST FLOOR PLAN



CATOCTIN MANOR APARTMENTS

2ND & 3RD FLOOR PLAN

00200-2



CATOCTIN MANOR APARTMENTS

4TH FLOOR PLAN

BID FORM

To: Housing Authority of the City of Frederick
209 Madison Street
Frederick, MD 21701

Bidders:

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specification Manual (including this Bid Form, the General Conditions, extent of work, the Specifications and Drawings, if applicable) and Addenda, if any thereto, as issued by the Housing Authority of the City of Frederick (HACF), 209 Madison Street, Frederick, Maryland, hereby proposes to furnish all labor, materials, equipment, and services necessary and reasonable for the Replace All Common Area Flooring Including Elevator & Entry Mats at Catoctin Manor Apartments, 798 Motter Avenue; for the Housing Authority of the City of Frederick, all in accordance therewith, for the sum of as follows:

TOTAL BASE BID $ _____
(NUMERIC)

_____
(WRITTEN)

2. The undersigned acknowledge receipt of the following Addenda:

Addendum Number	Date of Addendum
_____	_____
_____	_____
_____	_____
_____	_____

Bidder shall only fill in blank spaces on this document. No other information shall be added to this form, including any attachments and/or enclosures. If so, it will be invalid and not considered as part of the bid.

Name of Contractor: _____

Official Address: _____

Signature: _____

Date: _____

Main Office: (301) 662-8173
Maintenance: (301) 662-8227
Fax: (301) 663-1464
TDD: (301) 663-1512

info@hacfrederick.org

HOUSING AUTHORITY OF THE CITY OF FREDERICK

209 Madison St, Frederick, MD 21701

Housing Families, Building Communities, Creating a Stronger Frederick

NOTICE TO PROCEED

_____ _____
Contractor Date

_____ _____
Address Project #

_____ _____
City/State/Zip Location

Pursuant to the terms of the contract, to perform and complete all work required for the *Replace All Common Area Flooring Including Elevator & Entry Mats at Catoctin Manor Apartments, 798 Motter Avenue for the Housing Authority of the City of Frederick,* Frederick, Maryland you are hereby notified to commence work thereunder at the start of business on _____. The time for completion set forth is ninety (90) calendar days, including the starting day, which establishes_____ as the completion date. It is the responsibility of the contractor to meet the schedule as set forth and in accordance with the terms and conditions of the contract. Failure to comply with the schedule will result in the enforcement of the liquidated damages stated in the contract.

Please note carefully and fulfill the requirements of the contract regarding the submittal and approval of required Insurance, in strict accordance with the General Conditions, section 00700, item 6.

The contractor shall also contact the HACF in writing within three days prior to mobilization on the project to enable the PHA to coordinate this work with others.

The contractor shall, after receipt of this notice, send to HACF copies of all required permits for work to be performed under this contract. Failure to comply with these instructions shall constitute a breach of contract.

You are informed that Ms. Angie Lollar has been appointed Contracting Officer and is duly authorized to administer your contract for and in the name of the Housing Authority of the City of Frederick.

Please acknowledge receipt of this Notice by signing, dating, and returning all copies promptly to this office.

HOUSING AUTHORITY OF THE CITY

OF FREDERICK

_____
Name of Contractor

By: _____ By:_____

Title:_____ Title: _Executive Director_____

Date:_____ Date:_____

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 1/31/2027)

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contrac ts, greater than $2,000 but not more than $250,000.**

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

(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 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 $ **1,000,000** [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 $ **1,000,000**[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 superstructure 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.

(b) 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.

(c) Many 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 a 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.

(d) 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 fiunishing 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

(e) 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.

(f) 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.

(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 75)

(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 75, 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 75 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 3prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) .Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

14. **Labor Standards - Davis-Bacon and Related**

If the total amount of this contract exceeds $2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

(1) *Minimum wages*—(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classifications(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage 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.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must 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.

(iv) Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. 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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding—(i) Withholding requirements. The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor’s failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract , or upon the contractor’s failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5 (a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)A contracting agency for its reprocurement costs;

(C)A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D)A contractor's assignee(s);

(E)A contractor's successor(s); or

(F)A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (3) Records and certified payrolls—(i) Basic record requirements—(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanic s working at the site of the work (or otherwise working in construction or development of the project under a develop-ment statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B)*Information required*. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made ; and actual wages paid.

(C)*Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(D) *Additional records relating to apprenticeship*. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements*—(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified 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 the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B)Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C)*Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working 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

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347*. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

(E) *Signature.* The signature by the contractor, subcontractor , or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access*—(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under 29 CFR 5 .5(a)(3)(i)–(iii), and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contract or, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, own er, or other entity, as the case may be, that maintains such records, 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 other compliance action.

(4) *Apprentices and equal employment opportunity—(i) Apprentices*—(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentice s 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, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i) (A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must 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 must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and 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 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 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

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

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any per son to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, a ny worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(vii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

(viii) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts cover ed by the Federal Acquisition Regulation) by reference, 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 must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons 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 29 CFR 5.5(b) (1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5 (b)(1), in the sum of $31 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 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages—(i) Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, 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 that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a) (2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (4) Subcontracts. The contractor or subcontractor mu st insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause req uiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

(ix) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

(x) Informing any other person about their rights under CWHSS A or 29 CFR part 5.

(c) *CWHSSA required records clause.* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph must 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 workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference*. Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law*. The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

GENERAL INFORMATION
SECTION 3 – PROVISION OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The Section 3 policy, a provision of the Housing and Urban Development Act of 1968, was established by Congress to guarantee that employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing (i.e. the residents who live in the Housing Authority of the City of Frederick's public housing units). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to **Section 3 residents**, particularly those who are recipients of government assistance for housing, and to **Section 3 business concerns** which provide economic opportunities to low- and very low-income persons. Recipients of Section 3 covered financial assistance should make every effort within their disposal to meet and comply with the regulatory requirements. This requirement applies to ALL CONTRACTORS that receive awards from the Housing Authority of the City of Frederick, regardless of the dollar amount of the contract.

A **Section 3 resident** is a public housing resident and/or a low- or very low-income person. Low-income is defined as 80% or below the median income of the area and very low-income is defined as 50% or below the median income of the area.

Section 3 business concerns are businesses that can provide evidence that they meet one (1) of the following criteria:

a. 51 percent or more owned by Section 3 persons;
b. At least 30 percent of its full-time employees include persons that are currently Section 3 residents, or were Section 3 residents within three (3) years of the date of first hire; or
c. Provides evidence, as required, of a commitment to attempt to sub-contract in excess of 25 percent of the dollar award of all sub-contracts to business concerns that meet one (1) of the first two (2) qualifications above. This only applies if the Contractor is planning on sub-contracting any part of the specified work.

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities that are created as a direct result of the expenditure of Section 3 covered financial assistance to low- and very low-income persons, including seasonal and temporary employment, as well as long-term employment. Employment goals are based on "new hires", which are defined as full-time employees for permanent, temporary, or seasonal employment opportunities. If the Contractor or sub-contractor has the need to hire new persons to complete the *Section 3 covered project* or needs to sub-contract portions of the work to another business, they are required to direct their newly created employment and/or sub-contracting opportunities to qualified Section 3 residents who live in the Housing Authority of the City of Frederick's public housing units and business concerns. In addition, the Contractor/sub-contractor must notify the Housing Authority of the City of Frederick about their efforts to comply with Section 3 requirements and submit any required documentation. The Contractor who is awarded the contract is required to hire QUALIFIED residents within the Housing Authority of the City of Frederick's communities before hiring from the outside public. The Contractor is to notify the Housing Authority of any possible job opportunities so that information can be posted and memos can be submitted informing the residents of a possible job opportunity.

A *Section 3 covered project* involves the construction or rehabilitation of housing or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.; the abatement of hazardous materials; demolition projects; professional service contracts; etc.

The Section 3 Agreement and Certification Form (page 00750-2) must be submitted by ALL Contractors who are bidding on the specific project. It is not necessary for the Contractor to be a Section 3 company; however, the form still needs to be submitted acknowledging your agreement to, and certifying that you will comply with, Section 3 regulations. At the time of the Pre-Construction Conference with the Contractor who is being awarded the contract, the Contractor will be required to submit a list of ALL employees who will be working on the specific project. This list will be compared to your Certified Payroll Statements and will inform the Housing Authority if you hired any persons for the specific project who are not Section 3 residents living within the Housing Authority of the City of Frederick's communities.

SECTION 3 – PROVISION OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
AGREEMENT AND CERTIFICATION FORM

General Contractor shall submit this form as part of the Bid Documents. Any subcontractors shall submit this form prior to starting work.

Company Name: _____

Company Address: _____

Company Telephone Number: _____

Company Tax Identification Number: _____

Project Title: *Replace All Common Area Flooring Including Elevator & Entry Mats at Catoctin Manor Apartments, 798 Motter Avenue; for the Housing Authority of the City of Frederick*

Number of new hires company expects to obtain for this project: _____

Number of sub-contractors company expects to contract for this project: _____

Please check the following statements if they apply to your company. Any check mark indicates that your company is a Section 3 business.

- The company is 51% or more owned by Section 3 persons;
- At least 30% of full-time employees are currently Section 3 persons, or were Section 3 persons within three (3) years of the date of first hire; or
- Provide evidence, as required, of a commitment to attempt to sub-contract in excess of 25% of the dollar award of all-subcontracts to business concerns that meet one (1) of the first two (2) qualifications above. This only applies if the General Contractor is planning on sub-contracting any part of the specified work.

STATEMENT OF AGREEMENT AND CERTIFICATION TO COMPLY WITH SECTION 3 REQUIREMENTS

The Company named above has read the General Information about Section 3 (page 00750-1) in the contract for the project, will comply with the regulations of Section 3 as they apply to this project, and will carry out the basic actions for compliance as stated in the contract. The company certifies that no hiring done during the period between the selection of the Contractor and execution of the contract was intended to circumvent the obligations under Section 3. The company further certifies to the correctness of the information it has provided above for use in determining whether or not the company is a Section 3 business. The company understands that they do not have to be a Section 3 business in order to receive the contract.

Signature of Officer or Owner of Company: _____

Printed Name & Title of Signatory above: _____

Date: _____

"General Decision Number: MD20260062 05/18/2026

State: Maryland

Construction Types: Residential

Counties: Maryland Counties of
Frederick

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

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUMD2012-022 06/25/2014

	Rates	Fringes
TILE SETTER	$ 14.50	0.00
SPRINKLER FITTER (FIRE SPRINKLERS)	$ 20.75	2.85
SHEET METAL WORKER (HVAC DUCT INSTALLATION ONLY)	$ 19.89	1.20
ROOFER	$ 19.40	4.28
PLUMBER, EXCLUDES HVAC PIPE AND UNIT INSTALLATION	$ 26.00	6.67
PLUMBER (HVAC PIPE AND UNIT INSTALLATION ONLY)	$ 18.80	6.63
PAINTER (BRUSH AND ROLLER)	$ 18.61	1.38
OPERATOR: LOADER	$ 20.25	2.06
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE	$ 21.46	2.81
LABORER: PIPELAYER	$ 16.19	2.15
LABORER: COMMON OR GENERAL, INCLUDING BRICK MASON TENDING AND CEMENT MASON TENDING	$ 13.55	2.18
IRONWORKER, ORNAMENTAL	$ 17.31	0.00
ELECTRICIAN	$ 27.01	8.16
DRYWALL HANGER AND METAL STUD INSTALLER	$ 19.28	0.00
CEMENT MASON/CONCRETE FINISHER	$ 16.40	2.00
CARPENTER, EXCLUDES DRYWALL HANGING, AND METAL STUD INSTALLATION	$ 18.87	0.00
BRICKLAYER	$ 19.77	0.00

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

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

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was

updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ﷿SU﷿ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

﷿SU﷿ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ﷿SA﷿ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ﷿SA﷿ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or

by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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