

PROJECT MANUAL

CHAIN LINK FENCING

PROJECT NO. AHA RFP 2022-3

AT THE

**JOHN J. STEVENS APARTMENTS
75 CENTRAL STREET
ANSONIA, CONNECTICUT 06401**

AND THE

**MONSIGNOR HYNES APARTMENTS
70 WOODLAWN AVENUE
ANSONIA, CONNECTICUT 06401**

FOR THE

**HOUSING AUTHORITY OF THE
CITY OF ANSONIA
307 MAIN STREET
ANSONIA, CT 06401**

**IN COOPERATION WITH THE
US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT**



PREPARED BY:

**DONALD W. SMITH, JR., P.E.
CONSULTING ENGINEER
56 GREENWOOD CIRCLE
SEYMOUR, CT 06483
(203) 888 – 4904**

APRIL 25, 2022

TABLE OF CONTENTS

BIDDING AND CONTRACT DOCUMENTS	Page Number
Invitation to Bid	1
Cover Letter	2
Program Information	3
Scope of Work	4
Submission and Evaluation Requirements	4
Attachments	
Section 3, EEO, MBE, WBE Forms	9 pages
Non-Collusive Affidavit	NCA-1
Acknowledgement of Addenda Form	-
Cost Sheet	CS-1 & 2
Exhibits	
General Conditions (HUD #5370-EZ)	7 pages
Davis- Bacon Prevailing Wage Requirements	6 pages
Payroll Reporting Form WH-347	1 page
Bid Protest Procedures	2 pages
Instructions to Bidders (HUD #5369).....	4 pages
Special Conditions	SC-1

TECHNICAL SPECIFICATIONS

SECTION	TITLE	Number of Pages
010100	Summary of Work	2
323110	Chain Link Fencing	6

CONTRACT DRAWINGS

SHEET NO.	TITLE	DATE
1 of 1	FENCING PLAN	04/25/22

INVITATION TO BID:

CHAIN LINK FENCING

AT THE

JOHN J STEVENS APARTMENTS & MONSIGNOR HYNES APARTMENTS

ANSONIA, CT

Sealed bids are invited by the Housing Authority of the City of Ansonia until 3:00 p.m. on Tuesday, May 17, 2022 at its office at 307 Main Street, Ansonia, CT 06401 for the Chain Link Fencing at the John J. Stevens Apartment 75 Central Street and the Monsignor Hynes Apartments 70 Woodlawn Avenue Ansonia, CT.

Bids received after the above time will not be accepted. Bids will be opened publicly and read aloud beginning at 3:05 p.m. All interested parties are invited to attend.

The Project Sites may be examined during normal business hours. Contractors should visit the project sites to fully acquaint themselves with the existing conditions and limitations of the proposed work.

The scope of work is detailed in a set of plans and specifications which have been prepared by Donald W. Smith, Jr., P.E., CONSULTING ENGINEER, 56 Greenwood Circle, Seymour, CT.

Copies of the Contract Documents are available at www.ansoniahousing.com.

Bids shall be submitted in triplicate, on the provided forms, and they shall be complete with no alterations to the provided forms.

No bid shall be withdrawn for a period of forty-five (45) days subsequent to the opening of bids or until the next work day immediately following said period, without the consent of the Housing Authority.

The Housing Authority of the City of Ansonia reserves the right to accept or reject any or all bids, to reduce the scope of the project to reflect available funding, and to waive any informalities in the bidding, if such actions are in the best interest of the Housing Authority.

Prospective bidders may contact: Jared Heon Director of Facilities, Maintenance & Modernization, Ansonia Housing Authority, 307 Main Street, Ansonia, CT 06401, (203) 736-8888 ext. 313 for additional information regarding the Project.

We do business in accordance with all applicable federal laws and regulations.

DATED: April 25, 2022

A. COVER LETTER

1. Solicitation Type and Description

The Housing Authority of the City of Ansonia is inviting bids for Chain Link Fencing at the John J. Stevens apartments at 75 Central Street and the Monsignor Hynes apartment located at 70 Woodlawn Avenue in Ansonia, Ct. The contract will be fixed price.

For proposal information contact:

Donald W. Smith, Jr. P.E.
Consulting Engineer
56 Greenwood Cr.
Seymour, CT 06483
203-888-4904

Jared Heon
Deputy Director
Ansonia Housing Authority
307 Main Street, Ansonia, CT 06401
jheon@ansoniahousing.com
203 736-8888 x313

Steve Nakano, Executive Director

Date: 04/25/22

B. PROGRAM INFORMATION

1. **Overview** – The Ansonia Housing Authority (AHA) is looking for a qualified contractor to install chain link fencing at two (2) dumpster enclosures at the Stevens Apartments and two (2) dumpster enclosures at the Monsignor Hynes Apartments. The proposal must conform to the requirements of the U.S. Department of Housing and Urban Development (HUD) Capital Fund Financing Program and the Operating Fund Program. The selected contractor will be required to execute a Standard Form of Agreement, including Form HUD 5370-EZ. AHA reserves the right to cancel this agreement for its convenience at any time with a 30-day advanced written notice. AHA intends to select a contractor depending on the responses to this RFP.

2. **Background Information** - The Housing Authority of the City of Ansonia (AHA) located at 307 Main Street, Ansonia, CT 06401 is established by Connecticut General Statute to provide safe, decent, and affordable housing to low- and moderate-income residents. AHA is governed by a five (5) member Board of Commissioners appointed by the Mayor of the City of Ansonia. The Authority's day to day operations are directed by its Executive Director.

The Authority is funded primarily by the U. S. Department of Housing and Urban Development. Its housing portfolio includes 40 units of State of Connecticut sponsored (State Sponsored) housing, 110 units of Elderly and Disabled Public Housing, and almost 800 ACC units under the federal Housing Choice Voucher ("HCV") Tenant Based Section 8 Program.

The Monsignor Hynes property has 74 studio and one-bedroom units in eight separate buildings and a Community Center at 70 Woodlawn Avenue in Ansonia. The buildings were built in the 1970's. AHA has federal funding that it will use for this project.

3. Submit all questions to Donald Smith or Jared Heon. (See Cover Letter)
4. A pre-bid conference and walk-through will not be held. Contractors may visit the projects sites during normal business hours.
5. Bids will be received until the date and time indicated. The Housing Authority will award the project to the lowest qualified bidder within 45 days of receipt of the bid. All work shall be completed within 45 days from receipt of a notice to proceed with the work, subject to availability of materials.
6. All bids must meet the conditions specified in HUD-5369-A, Instructions to Bidders for Contracts.

C. SCOPE of WORK

The Scope of Work is detailed in a set plans and specifications that have been prepared by Donald W. Smith, Jr., P.E. that are included with this package and includes the following work, at a minimum:

- Excavate and install concrete post footings
- Furnish and install chain link fencing, posts and gates
- Furnish and install hedge link screening

D. SUBMISSION and EVALUATION REQUIREMENTS

1. Required Forms

Proposals must address at a minimum the requirements of Items (a) through (h) below in appropriate detail. It is the Bidders responsibility to ensure the submission of all proposal documents.

This table summarizes these requirements.

DOCUMENT	SIGNED SUBMITTAL	NOTARY/CORPORATE SEAL
a. Section 3 Forms/Equal Opportunity/MBE/WBE	X	X
b. Non-Collusive Affidavit	X	X
c. Acknowledgement of Addenda	X	
d. Cost sheet (Bidder's format)	X	

2. Additional Conditions

Attention of bidders is directed to certain requirements of this contract which requires payment of Davis-Bacon wages., and compliance with certain local, state, and federal requirements.

All costs incurred for proposal preparation are to be borne by the respondent.

This is a federally funded project. Bids must be held firm and may not be withdrawn for ninety (90) days after the bid opening.

The AHA reserves the right to reject any and all bids, including without limitation the right to reject any or all non-conforming, non-responsive, unbalanced or conditional bids, or any part thereof, to waive defects in same, or to accept any proposal deemed to be in the AHA's best interest.

No bid shall be accepted from any bidder who is delinquent in any obligation owed to AHA, including contract obligations

Additional HUD documents will be required with the contract signing.

E. ATTACHMENTS

1. Section 3 Forms/Equal Opportunity and MBE/WBE Plan
2. Non-Collusive Affidavit
3. Acknowledgement of Addenda Form
4. Cost sheet

Housing Authority of the City of Ansonia

Joseph Pinto, Chairman
James Prestiano, Vice Chairman
Matthew Scarpa, Commissioner
Lorie Vaccaro, Commissioner

Steven G. Nakano
Executive Director

307 Main Street
Ansonia, CT 06401
Phone: (203) 736-8888
(TDD/TYY): 1-800-842-9710
FAX: (203) 736-8833

<p>SCHEDULE A SECTION 3/MBE/WBE CONTRACT UTILIZATION/SECTION3/MINORITY AND WOMEN HIRING PLAN</p>
--

(TO BE COMPLETED BY PRIME CONTRACTOR)

BID DOCUMENT OF RFP OR PURCHASE ORDER NO: _____

BID DOCUMENT OR RFP TITLE: _____

FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NO: _____

PRIME CONTRACTOR NAME(S): _____

ADDRESS	CITY	STATE	ZIP
---------	------	-------	-----

TELEPHONE NUMBER	CELLULAR NUMBER
------------------	-----------------

E-MAIL ADDRESS _____

ETHNICITY: _____ GENDER: _____

SECTION 3/MBE/WBR/DBE LIAISON: _____

CONTRACT AMOUNT \$ _____

SECTION 3 TOTOAL \$ _____

MBE TOTAL \$ _____

WBE TOTAL \$ _____

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SCHEDULE A-SECTION 3/WBE/MBE SUBCONTRACT AND WORKFORCE/NEW HIRE UTILIZATION PLAN

AHA contracts require compliance with Equal Opportunity MBE/WBE and Section 3 Goals. Contracts at all dollar values are subject to MBE/WBE requirements. Section 3 requirements apply to all contractors and subcontractor's awards. MBE/WBE and Section 3 requirements apply to both providing subcontracting opportunities and employment (hiring) opportunities.

Subcontracting Opportunities:

- A. All contractors must seek to satisfy the numerical goal that at least 10 percent, of the total dollar value amount of all contact awards for building trades, maintenance, repair, modernization, or development work, or for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction, are awarded to Section 3 Business Concerns.
- B. Contractors must seek to satisfy the numerical goal that at least 20 percent of the dollar amount of all subcontractors for building trades, maintenance, repair, modernization or development work, or for building trades work arising in connection with lousing rehabilitation, housing construction and other public construction, are awarded to MBE Business Concerns.
- C. All contractors must seek to satisfy the numerical goal that at least 6 percent of the dollar amount of all subcontractors for building trades, maintenance, repair, modernization or development work, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction, are awarded to WBE Business Concerns.

The Contractor shall in determining the manner of Section 3/MBE/WBE DBE participation, first consider involvement with Section 3/MBE/WBE/DBE companies as subcontractors, suppliers of goods and services, or as joint venture partners, directly related to the performance of this contract. Section 3/MBE/WBE/DBE utilized for direct or indirect participation must be currently certified by one of the following agencies: **Greater New England Minority Supplier Development Council, State of Connecticut Department of Administrative Services, State of Connecticut Department of Public Works, State of Connecticut Department of Transportation, or the Small Business Administration (SBA) (8a).** A copy of the certification letter is required. Firms seeking MBE/WBE/DBE subcontracting credit via direct participation must include one (1) current letter of certification from a AHA approved certifying agency. List the names, addresses, telephone number, contact person and other required information below:

Housing Authority of the City of Ansonia

Joseph Pinto, Chairman
James Prestiano, Vice Chairman
Matthew Scarpa, Commissioner
Lorie Vaccaro, Commissioner

Steven G. Nakano
Executive Director

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SECTION 3/MBE/WBE UTILIZATION PLAN

Direct Participation:

- A. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
SECTION 3 DOLLARS: _____
MBE DOLLARS: _____
WBE DOLLARS: _____
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
Anticipated Timeframe for performance: _____
(At what percentage of project is work to be performed by this subcontractor?)
- B. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
SECTION 3 DOLLARS: _____
MBE DOLLARS: _____
WBE DOLLARS: _____
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
Anticipated Timeframe for performance: _____
(At what percentage of project is work to be performed by this subcontractor?)
- C. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE NUMBER: _____
SECTION 3 DOLLARS: _____
MBE DOLLARS: _____
WBE DOLLARS: _____
WORK TO BE PERFORMED/MATERIALS SUPPLIED: _____
Anticipated Timeframe for performance: _____
(At what percentage of project is work to be performed by this subcontractor?)

***Note: The aforementioned list of Subcontractors can only be changed with the written consent of the Housing Authority's Executive Director/Contact Officer.**

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SCHEDULE A- SECTION 3/WBE/MBE SUBCONTRACT AND WORKFORCE/NEW HIRE UTILIZATION PLAN

Hiring/Workforce Requirements:

- A. Contractors will seek to satisfy the numerical goal that 30% of the aggregate numbers of new hires are Section 3 Residents.
- B. Contractors will seek to satisfy the numerical goal that 20% of the overall workforce for the project shall be minorities.
- C. Contractors will seek to satisfy the numerical goal that 6 % of the overall workforce for the project shall be women.

SECTION 3 WORKFORCE AND NEW HIRES

Trainees and Apprentices

CLASSIFICATION	CURRENT TRAINEES & APPRENTICES			MAXIMUM PROJECTED TRAINEES & APPRENTICES (New Hires)		
	TOTAL #	Categories 1 and 2	Categories 3 & 4	TOTAL #	Categories 1 and 2	Categories 3 and 4

Skilled Workers

CLASSIFICATION	CURRENT SKILLED WORKERS			MAXIMUM PROJECTED SKILLED WORKERS (New Hires)		
	TOTAL #	Categories 1 and 2	Categories 3 & 4	TOTAL #	Categories 1 and 2	Categories 3 and 4

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Unskilled Labor

CLASSIFICATION	CURRENT UNSKILLED LABOR			MAXIMUM PROJECTED UNSKILLED LABOR (New Hires)		
	TOTAL #	Categories 1 and 2	Categories 3 & 4	TOTAL #	Categories 1 and 2	Categories 3 and 4
Unskilled Labor						
Security						

(Attached additional sheets, if necessary)

We will utilize the following sources for recruitment for trainees, apprentices, skilled workers, and unskilled labor.

- ☐ Tenant Associations/Organizations:
Specify: _____
- ☐ Local Newspapers:
Specify: _____
- ☐ Posters: Identify location _____
- ☐ Labor Unions and apprentice programs: _____
- ☐ AHA's Department of Resident Services, to develop lists of interested Category 1 and Category 2 Residents.
- ☐ The Authority's existing employment readiness program and job placement assistance program.
- ☐ Other: Specify: _____

MINORITY AND WOMEN WORKFORCE AND NEW HIRES

Trainees and Apprentices

CLASSIFICATION	CURRENT TRAINEES & APPRENTICES			MAXIMUM PROJECTED TRAINEES & APPRENTICES (New Hires)		
	TOTAL #	Minorities #	Women #	TOTAL #	Minorities #	Women #

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Skilled Workers

CLASSIFICATION	CURRENT SKILLED WORKERS			MAXIMUM PROJECTED SKILLED WORKERS (New Hires)		
	TOTAL #	Minorities #	Women #	TOTAL #	Minorities #	Women #

Unskilled Labor

CLASSIFICATION	CURRENT UNSKILLED LABOR			MAXIMUM PROJECTED UNSKILLED LABOR (New Hires)		
	TOTAL #	Minorities #	Women #	TOTAL #	Minorities #	Women #
Unskilled Labor						
Security						

(Attach additional sheets, if necessary)

We will utilize the following sources for recruitment for trainees, apprentices, skilled workers and unskilled labor.

- ☐ Tenant Associations/Organizations:
Specify: _____
- ☐ Local Newspapers:
Specify: _____
- ☐ Posters: Identify location _____
- ☐ Labor Unions and apprentice programs: _____
- ☐ AHA's Business Development to develop lists of interested minorities and women.
- ☐ The Authority's existing employment readiness program and job placement assistance program.
- ☐ Other: *Specify:* _____

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SECTION 3 COMPLIANCE REQUIREMENTS

A. Our Company will seek to direct its best effort to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of assistance provided under this contract to Section 3 Residents in the following order of priority.

1. Category 1 Residents: Residents of the housing development for which the Section 3 covered assistance will be expended;
2. Category 2 Residents: Residents of other housing developments owned or managed by AHA;
3. Category 3 Residents: Participants in HUD Youthbuild programs carried out in the New Haven Meriden metropolitan area;
4. Category 4 Residents: Other low-income families or persons who reside in the New Haven – Meriden metropolitan area and whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary of HUD, with adjustments for smaller or larger families. The Secretary of HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of their findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

B. Our Company will seek to direct its efforts to award subcontracts, to the greatest extent feasible, to Section 3 Business concerns, in the following order of priority.

1. Category 1 Business: Business concerns that are 51 percent or more owned by Category 1 Residents who resides in a AHA Public Housing unit.
2. Category 2 Business: Business concerns whose full-time, permanent workforce includes 30 percent of Section 3 income eligible persons as employees;
3. Category 3 Business: Business concerns who are actively participating in a HUD federally sponsored Youthbuild programs being carried out in the New Haven – Meriden area;
4. Category 4 Business: Business Concerns that are 51 percent or more owned by Category 4 Residents; or whose permanent, full-time workforce includes no less than 30 percent Section 3 Residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 and Category 2 Business.

C. We will seek to satisfy the numerical goal that 30 percent of the aggregate numbers of new hires are Section 3 Residents.

D. We will seek to satisfy the numerical goal that at least 10 percent of the total dollar value amount of all contract awards for building trades, maintenance, repair, modernization or development work, or for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction, are awarded to Section 3 Business Concerns.

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EQUAL OPPORTUNITY AND MBE/WBE PLAN APPLICABLE ON ALL AHA CONTRACTS

- A. Our Company will seek to direct its efforts to provide, to the greatest extent feasible, training and employment and subcontracting opportunities generated from the expenditure of assistance provided under this contract to minorities and women and MBE/WBE firms as required under the AHA's Bid Condition for Equal Opportunity. MBE/WBE shall have the same meaning as set forth under Clause 7 of the HUD Representation, Certification and Other Statement of Bidders-HUD Form 5369-A – for construction contracts or Clause 2 of the Certification and Representation for Offerors for non-construction contracts, - HUD Form- 5369-C.
- B. Our Company will seek to direct its efforts to award subcontracts, to the greatest extent feasible, to MBE/WBE Business concerns, as follows:
- C. We will seek to satisfy the numerical goal that 20 percent of the overall workforce for the project shall be minorities.
- D. We will seek to satisfy the numerical goal that 6 percent of the overall workforce for the project shall be women.
- E. We will seek to satisfy the numerical goal that at least 20 percent of the total dollar amount of all subcontracts for building trades, maintenance, repair, modernization or development work, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction, are awarded to MBE/WBE Business Concerns.
- F. We will seek to satisfy the numerical goal that at least 6 percent of the total dollar amount of all subcontracts for building trades, maintenance, repair, modernization or development work, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction, are awarded to MBE/WBE Business Concerns.

To the greatest extent feasible, we will meet numerical goals for providing training and employment opportunities to minorities and women. We anticipate the following workforce needs set forth above.

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AFFIDAVIT OF PRIME CONTRACTOR

To the best of my knowledge, information, and belief, the facts and representations contained in this Schedule A are true and no material facts have been omitted.

The undersigned will enter into agreements with the above listed companies for work as indicated on this Schedule A within five (5) days after receipt of a signed contract executed by the Housing Authority of the City of Ansonia. Copies of agreements including but not limited to joint ventures, subcontracts supplier agreements, purchase orders referring the Bid Documents Specification, RFP, or Purchase Order Number shall be forwarded to the Ansonia Housing Authority 36 Main Street, Ansonia, CT 06401

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing document are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

NAME _____ OF _____ CONTRACTOR:
(PRINT OR TYPE)

SIGNATURE OF AUTHORIZED OFFICER: _____

DATE: _____

NAME OF AFFIANT: _____

NOTARY STATEMENT

State of Connecticut
County of _____ ss. City: _____

On this the _____ day of _____ in the year 20 _____

The above signed Officer _____ (NAME OF AFFIANT)

Personally known, who, being duly sworn, did execute the foregoing affidavit and did so as her or his free act and deed.

In Witness whereof, I hereunto set my hand and official seal:

(NOTARY PUBLIC SIGNATURE) (NOTARY SEAL)

My Commission Expires: _____

Ansonia Housing Authority

ACKNOWLEDGEMENT OF ADDENDA FORM

Bidder has received the following Addenda, the receipt of which is hereby acknowledged:

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

Addendum Number: _____ Date Received: _____

(Company Name)

(Signature)

(Printed or Typed Name)

COST SHEET

ANSONIA HOUSING AUTHORITY

CHAIN LINK FENCING

AT THE

JOHN J. STEVENS APARTMENTS

&

MONSIGNOR HYNES APARTMENTS

1. The undersigned, having familiarized _____ with all conditions affecting the cost of the work as described in the Project Manual for the above referenced project dated April 28, 2022, will furnish all supervision, technical personnel, labor, materials, equipment and services necessary to perform all of the work required by the bid documents and will take in full payment therefore the lump sum price of:

TOTAL PROJECT BASE BID (All work indicated in the Bid Documents)

_____ Dollars (\$ _____)
Words Figures

The undersigned further proposes and agrees that should the amount of work required be increased or decreased by a request of the Owner, the following Supplemental Unit Prices will be the basic prices for computing extra cost or credit. Each Unit Price shall include all equipment, tools, labor, permits, fees, related bonding costs, etc., if required, incidental to the completion of the work involved and the disposal of surplus or unsuitable material in accordance with the Plans and Specifications or as directed by the Owner or Consultant.

The Owner reserves the right to accept, reject or negotiate Supplemental Unit Prices. Supplemental Unit Prices for add alternates shall include undersigned's overhead and profit and deduct alternates shall be the add price less ten (10%) percent.

DESCRIPTION

ADD

2. Triplicate copies of this Bid Form shall be submitted to the ANSONIA HOUSING AUTHORITY, 307 Main Street, Ansonia, Connecticut 06401, on or before 3:00 p.m. local time on April 12, 2022.
3. The undersigned agrees that, if they are selected as Contractor, they will within three (3) days, Saturday, Sundays, and legal holidays excluded, after presentation therefore by the awarding Owner, execute a written Agreement in accordance with the terms of this Bid Form.
4. The undersigned agrees to complete the work within 45 days of receipt of a Notice to Proceed subject to material availability. Indicate anticipated contract term if expected to be greater then greater than 45 days, _____ days due to material availability.

5. BID BOND, PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND
are NOT required for this project.

6. SITE INSPECTION

The Contractor has fully acquainted himself with the site and conditions of the work and fully understand the facilities, difficulties and restrictions affecting the execution of the work under this contract.

The Contractor must complete the information below:

Date: _____

Firm Name: _____

Address: _____

Telephone No. _____

Authorized Signatory: _____

Name Typed: _____ **Title:** _____

F. EXHIBITS

1. HUD 5370- EZ General Conditions for Construction Contracts
2. Davis-Bacon Wage Rates
3. Bid Protest Procedures
4. HUD 5369 – Instructions to Bidders

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. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$150,000.

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

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

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

- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for 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.

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

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

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

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

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

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- qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

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

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (b) The classification is utilized in the area by the construction industry; and
- (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

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

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

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

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

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

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

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

"General Decision Number: CT20210010 07/09/2021

Superseded General Decision Number: CT20200010

State: Connecticut

Construction Type: Residential

County: New Haven County in Connecticut.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	04/23/2021
2	05/21/2021
3	06/04/2021
4	07/02/2021
5	07/09/2021

ELEC0090-004 06/01/2021

Entire County excluding Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott Townships

Rates Fringes

ELECTRICIAN.....\$ 39.60 3%+31.21

ELEC0488-009 06/01/2021

Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect,
Seymour, Southbury, Waterbury and Wolcott Townships

Rates Fringes

ELECTRICIAN.....\$ 40.40 3%+30.07

ENGI0478-006 04/04/2021

Rates Fringes

POWER EQUIPMENT OPERATOR:

Backhoe/Excavator 2 cubic
yards and over.....\$ 43.53 25.80
Backhoe/Excavator under 2
cubic yards; Rubber Tire
Backhoe/Excavator.....\$ 42.72 25.80
Bulldozer (Rough Grade
Dozer).....\$ 41.31 25.80
Bulldozer Fine Grade.....\$ 42.72 25.80
Combination Hoe and Loader..\$ 41.65 25.80
Loader (3 cubic yards up
to 7 cubic yards).....\$ 41.31 25.80
Loader (7 cubic yards or
over).....\$ 43.88 25.80
Loader (under 3 cubic
yards).....\$ 40.04 25.80

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day,
Independence Day, Labor Day, Thanksgiving Day and Christmas
Day, provided the employee works 3 days during the week in
which the holiday falls, if scheduled, and if scheduled,
the working day before and the working day after the
holiday.

* PAIN0011-012 06/01/2021

Rates Fringes

GLAZIER.....\$ 39.98 22.90+a

a. PAID HOLIDAYS: Labor Day and Christmas Day.

ROOF0012-003 06/01/2021

Rates Fringes

ROOFER: Slate & Tile Roof.....\$ 41.50 20.05+a

a. PAID HOLIDAYS: July 4th, Labor Day and Christmas Day provided the employee is employed 15 days prior to the holiday.

SFCT0676-002 04/01/2021

Rates Fringes

SPRINKLER FITTER (Fire Sprinklers).....\$ 47.55 26.60

a. PAID HOLIDAYS: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

SHEE0040-004 07/01/2021

Rates Fringes

SHEETMETAL WORKER, Including HVAC Duct Installation.....\$ 40.08 40.53

SUCT2002-005 12/16/2008

Rates Fringes

CARPENTER.....\$ 16.78 1.60

CEMENT MASON/CONCRETE FINISHER...\$ 17.89 0.00

LABORERS

Common or General.....\$ 10.66 1.63

Landscape.....\$ 14.96 4.63

PAINTER: Brush and Roller.....\$ 14.26 1.56

PLUMBER/PIPEFITTER (Including HVAC Pipe Installation).....\$ 16.04 2.06

ROOFER, Excludes Slate, and Tile Roofs.....\$ 24.20 7.65

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 www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the payrolls to determine that employees have received legally required wages and fringe benefits.

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ (Building or Work); that during the payroll period commencing on the _____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

_____ (Contractor or Subcontractor) _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

BID PROTEST PROCEDURES

A bidder on an Authority contract or responder to an Authority IFB, RFQ, or RFP must file any protest with respect to such procurement in writing within ten (10) days of the award of the subject contract by the Authority to the following address:

AHA Contracting Officer
307 Main Street
Ansonia, CT 06401

1. The protest must clearly state the basis for the protest. Protests should include, at a minimum, the following information:
 - a. Name, address and phone number(s) of the protestor.
 - b. Solicitation number and project title.
 - c. A detailed statement of the basis for the protest.
 - d. Supporting evidence or documents to substantiate any arguments.
 - e. The form of relief requested (e.g. reconsideration of the offer).
 - f. Any request for relevant material and/or information.
2. The Contracting Officer shall render an impartial decision regarding any bid protest within ten (10) days of receipt of said protest.
3. If the Contracting Officer denies the bid offeror's protest, the offeror may request an appeal of said finding in writing, no later than ten (10) days after the date of receipt of the Contracting Officers decision. The request for an appeal hearing shall be directed to the Contracting Officer and must include, at a minimum: A statement of the factual and legal grounds on which reversal or modification of the decision is deemed warranted, specifying any errors of law or information not previously considered.
4. The appeal hearing will be scheduled to be held within ten (10) days of the request by the protestor. An appeal hearing will be conducted by no less than two (2) members of the Board of Commissioners. The appeal hearing will be conducted in accordance with the following procedures:
 - a. The protestor has the right to legal counsel at his/her expense.
 - b. The Board, through the Chairperson, Vice Chairperson or other designated members, will preside over the hearing in a manner similar to that of a judicial referee, and such officer will ensure that the hearing is conducted in an orderly fashion, using his/her discretion and the powers normally accruing to such an officer. It is the duty of the Board to render a fair and equitable decision based on the facts and the law presented at the hearing. Protestors having presented similar issues will be treated equally and receive comparable relief.

- c. At the hearing, the protestor will have the opportunity to present evidence and/or witnesses in support of the appeal.
- d. Rules of evidence utilized in court and other judicial proceedings are not applicable to the hearings. Evidence, including documents and testimony, shall be considered by the Board if it has any relevance to the matter at issue. Evidence may be excluded by the presiding officer if he/she determines it to be irrelevant.

Please note that you may request an informal conference to resolve the bid protest should you so desire.

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

STEVEN NAKANO
EXECUTIVE DIRECTOR
ANSONIA HOUSING AUTHORITY
307 MAIN STREET
ANSONIA, CT 06401

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

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

8. Contract Award

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

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

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

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

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

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

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

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

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

10. Assurance of Completion

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

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

[] (2) separate performance and payment bonds, each for 100 percent of the contract price;

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

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

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

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

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

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

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

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

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

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

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

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

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

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

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

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

(k) The IHA ☐ does ☐ does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

SPECIAL CONDITIONS TO THE CONTRACT

1. TEMPORARY FACILITIES:

- a) The Contractor may connect to water and power service available at the project without payment to the Ansonia Housing Authority.
- b) The Contractor shall furnish his own telephone utility. The Contractor and his employees are specifically prohibited from using the Authority's or any resident's telephone.
- c) The Contractor may utilize the restroom facilities in the Community Building, provided the privilege is not abused. The Contractor shall not use the private restrooms in the building.

2. STORAGE:

- a) The Contractor shall direct that all vehicles associated with his operations be parked on the street. The Contractor is prohibited from parking in any parking space reserved for resident parking. The Authority will designate a location for a storage container if one will be required.

3. SUBMITTALS:

All submittals shall consist of an electronic copy and four (4) hard copies.

4. INSURANCE:

- a) No insurance shall be terminated by the Contractor without thirty (30) days notice to the Ansonia Housing Authority.
- b) The Contractors', and all subcontractors, attention is directed to the General Conditions which specifies the various types and limits of insurance required of all Contractors' and subcontractors. Workmen's Compensation Insurance is required of all contractors and subcontractors.

5. SALES TAX:

The Ansonia Housing Authority is exempt from Connecticut Sales Tax. The Contractor should take note of this and inform his subcontractors and suppliers.

6. PROGRESS OF WORK:

- a) Work shall be carried out in such a manner so as to cause minimal interference with the use of the project by the tenants.
- b) Other work in progress concurrently with work under this contract shall not be affected by the performance of this contract. Conformance with this provision shall be the responsibility of this Contractor.
- c) Work performed and materials furnished by the Owner or those in his employ,

whether in connection with this contract or in connection with regular maintenance and/or other rehabilitation work at the project site, shall not be affected by the performance of this contract. Conformance to this provision shall be the responsibility of the Contractor.

d) The Schedule of work shall be arranged with the Ansonia Housing Authority.

e) The Contractor shall, at all times, maintain the fire integrity of the structure and shall maintain, free and clear, all fire emergency exitways.

7. CLEAN-UP:

Final clean-up shall include sweeping of all debris, cleaning of stains and other defacements caused by the work, the removal of labels, etc. and the cleaning of all glass and bright surfaces. All work areas shall be left broom-clean at the end of each work day.

8. PERMIT FEES:

No permits are required for the proposed work.

9. DISPOSAL OF MATERIALS

The Contractor shall be responsible for all costs associated with the legal disposal of all surplus materials and all materials designated to be removed as part of this project.

10. LIEN PROHIBITION

The Contractors', and all subcontractors, attention is directed to the General Conditions which prohibits the placement of a lien against Housing Authority property.

SECTION 010100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. The Work of the Project is defined by the Contract Documents and consists of the installation of a total of four (4) chain link fence trash enclosures.
- B. The Project generally includes, but is not necessary limited to the following major elements:
 - 1. Excavate and install concrete post footings
 - 2. Furnish and install chain link fencing, posts and gates
 - 3. Furnish and install hedge link screening

1.3 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.
- B. Confine operations to as small work areas and accessways as possible.
- C. Keep driveways and entrances serving the premises clear and available to the Owner and the residents at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- D. Maintain existing egress patterns, exit doors and means of egress during construction, which will include the provision of temporary walkways, sidewalks or other means necessary to provide adequate life safety for the building occupants, particularly at exitways which must continue to be open and serviceable while adjacent construction activity occurs.

1.4 OWNER OCCUPANCY

- A. Full Owner Occupancy: The buildings will be fully occupied during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate resident usage. Perform the Work so as not to interfere with the resident's use and enjoyment. Pre-schedule construction operations with the Owner for areas that must be evacuated for extended periods, giving the Owner the opportunity to relocate operations to non-affected areas.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.5 SPECIAL REQUIREMENTS

- A. The Contractor shall insure that all work performed is done so in a safe manner and that all of his/her employees shall adhere to all applicable safety procedures and practices at all times. There may be children and/or residents in the vicinity of the work area during normal working hours. The Contractor shall be aware at all times that additional safety considerations should be taken. Particular care shall be taken by the Contractor, Subcontractors and all those in their employ, that all tools, equipment, ladders, etc. are never left unsupervised.
- B. Under no circumstances shall the buildings' occupants be subjected to excessive construction noise or vibrations, nor shall they be subject to fumes, odors or other deleterious effects of the operation. Should material delivery, demolition or construction operations, inclement weather or related schedule conditions produce this situation (as determined by the Owner), the Contractor shall be required to suspend operations that produce the offending effects until such time as the building is not occupied, or as approved by the Owner.
- C. Smoking will not be permitted inside the building or on the grounds. Strict adherence to the smoking regulations will be enforced for the entire duration of the construction.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not used)

END OF SECTION 01010

SECTION 323110 – CHAIN LINK FENCING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, and other Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION OF THE WORK

- A. Furnishing and installing woven wire fencing of the type and height specified and supported by metal posts erected where indicated on the Drawings and as specified herein.
- B. Contractor shall coordinate work between all subcontractors, sections, and trades required for the proper completion of the work.
- C. Contractor shall be responsible for the health and safety of all Contractor and Subcontractor workers during progress of the work.

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM), latest revision.
 - 1. ASTM A90- Standard Test Method for Weight (Mass) of Coating on Iron or Steel Articles with Zinc or Zinc Alloy.
 - 2. ASTM A123- Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.
 - 3. ASTM A153- Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware.
 - 4. ASTM A392- Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
 - 5. ASTM A428- Standard Test Method for Weight (Mass) of Coating on Aluminum-Coated Iron or Steel Articles.
 - 6. ASTM A491- Standard Specification for Aluminum Coated Steel Chain Link Fence Fabric.
 - 7. ASTM A817- Standard Specification for Metallic-Coated Steel Wire for Chain Link Fence Fabric and Marcellled Tension Wire.
 - 8. ASTM A824- Standard Specification Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence.
 - 9. ASTM B211- Standard Specification for Aluminum and Aluminum-Alloy Bar, Rod and Wire.

10. ASTM C94- Standard Specification for Ready-Mixed Concrete.
11. ASTM F567- Standard Practice for Installation of Chain Link Fence.
12. ASTM F626- Standard Specification for Fence Fittings.
13. ASTM F900- Standard Specification for Industrial and Commercial Swing Gates.
14. ASTM F1043- Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework.
15. ASTM F1083- Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.
16. ASTM F1183- Standard Specification for Aluminum Alloy Chain Link Fence Fabric.

B. Chain Link Fence Manufacturer's Institute

1. Chain Link Fence Manufacturer's Institute Product Manual, latest revision.

1.4 SUBMITTALS

- A. Shop drawings showing the plan layout, spacing of components, post foundation dimensions, hardware anchorage, gates and a schedule of components.
- B. Material certificates or other data indicating compliance with these specifications for fabric, posts, fittings, hardware, and accessories.
- C. Fence sample complete with all typical hardware and components. The samples shall be representative of the type of construction for the project and color of all components.

1.5 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Supply material in accordance with Chain Link Fence Manufacturer's Institute Product Manual and this Specification.
- C. Perform installation in accordance with ASTM F567.

- 1.5.1 Maintain all facilities installed under this Section in proper and safe condition throughout the progress of the work.

1.6 PRODUCT HANDLING

- A. Deliver fence fabric and accessories in packed cartons or firmly tied rolls.
- B. Packages shall be labeled with the manufacturer's name.
- C. Store fence fabric and accessories in a secure and dry place.

PART 2 PRODUCTS

2.1 GENERAL

- A. Material furnished shall be in good condition and shall not have been painted.
- B. All posts and rails shall be straight, true to section and of sufficient length for proper installation.
- C. Unless otherwise specified, hardware and accessories shall conform to the requirements of ASTM F626 and ASTM A123 or ASTM A153 as applicable for zinc-coating.

2.2 LINE POSTS

- A. Type I: 2-inch nominal (2.375 O.D.) steel pipe, 3.65 pounds per linear foot (lb/lf), hot dipped galvanized, ASTM F 1083, with average zinc coating of 1.8 ounces per square foot (oz/ft²) interior/exterior conforming to ASTM F1043.

2.3 CORNER, END, AND PULL POSTS

- A. Type I: 2.5-inch nominal (2.875 O.D.) steel pipe, 5.79 pounds lb/lf, hot dipped galvanized, ASTM F 1083, with average zinc coating of 1.8 oz/ft² interior/exterior conforming to ASTM F1043.

2.4 BRACE ASSEMBLY

- A. Rails
 - 1. Type I: 1.25-inch nominal (1.660 O.D.) steel pipe, 2.27 lb/lf, hot dipped galvanized, ASTM F 1083, with average zinc coating of 1.8 oz/ft² interior/exterior conforming to ASTM F1043.
- B. Truss rod shall be 3/8-inch zinc-coated steel with adjustable turnbuckles or truss tightener.

2.5 FABRIC

- A. Wire fencing fabric shall be No. 9 gage wire woven into a 2-inch diamond wire mesh, 6-foot height. Fabric shall be knuckled at bottom selvage, twisted at top selvage.
 - 1. Zinc-Coated Steel Fabric: ASTM A392, Class I, zinc-coated steel wire with minimum coating weight of 1.2 oz/ft² **un**coated wire surface.

2.6 STRETCHER BARS

- A. Bars shall be one piece lengths of zinc-coated steel, not less than 2-inches shorter than the full height of the fencing fabric with a minimum cross section of 3/16-inch by 3/4-inch in accordance with ASTM F626.

2.7 TENSION WIRE

- A. Marcellled (spiraled or crimped) No. 7 gage, (0.177-inches) diameter, ASTM A824. Tension wire coating shall conform to ASTM A824 Type I, aluminum coated, 0.40 oz/ft² or Type II zinc-coated Class 2, 1.2 oz/ft².

2.8 HARDWARE AND TIES

- A. Miscellaneous hardware, including but not limited to nuts, bolts, washers, clips, bands, rail ends, brackets, and straps shall be provided as required, hot-dip galvanized steel or aluminum alloy, ASTM F626.
- B. Tension bands shall be formed from flat or beveled steel and shall have a minimum thickness after galvanizing of 0.078-inches and a minimum width of ¾-inch.
- C. Brace bands shall be formed from flat or beveled steel and shall have a minimum thickness after galvanizing of 0.108-inches and a minimum width of ¾-inch.
- D. Wire ties shall be minimum 16-gage galvanized steel wire or minimum 9-gage aluminum alloy wire.

2.9 GATES

- A. Gate Construction: ASTM F900. Corners welded or assembled with special malleable or pressed-steel fittings and rivets or bolts to provide rigid connections.
- B. Gate posts
 - 1. Type I: 3-inch nominal (2.875 O.D.) steel pipe, 5.79 lb/lf, hot dipped galvanized, ASTM F 1083, with average zinc coating of 1.8 oz/ft² interior/exterior conforming to ASTM F1043.
- C. Gate Frame: Constructed of minimum 1.25-inch nominal (1.660 O.D.) steel pipe, 1.83 lb/lf.
- D. Wire Fencing Fabric: Fabric shall match that of fence, attached securely to frame at intervals not exceeding 15-inches.
- E. Gate Leaves: Configured with intermediate members and diagonal truss rods or tubular members as necessary to provide rigid construction, free from sag or twist.
- F. Hinges: Malleable iron, forged steel, or pressed steel to suit gate size, no-lift-off type, offset to permit 180-degree opening.
- G. Provide minimum ½-inch diameter drop rod on each gate pair. Drop rod assembly and related latches shall be configured to secure gate in a closed position and accept padlock as an integral part of the latch system.
- H. Latches, hinges, stops, keepers and other hardware items shall be furnished as required for proper operation.

2.10 PVC COATED MATERIALS

- A. Posts, Rails and Other components: Supplemental color coating of 10-15 mils thermally fused and bonded to zinc coated components per ASTM F 1043 Color shall match chain link fencing.

- B. Fabric: PVC Coating (7 mil thickness) thermally fused and bonded to 9 gauge zinc-coated steel core wire in 2 inch diamond mesh pattern per ASTM F668 Class 2b. Fabric shall be knuckled at both the top and bottom selvage. Color shall be black.

2.11 PRIVACY FABRIC

- A. Hedge-Link evergreen style or approved equal

2.12 CONCRETE

- A. Concrete shall conform to ASTM C94; or pre-packaged concrete mix, ASTM C 387. Minimum 28-day compressive strength of 3000 psi.

PART 3 EXECUTION

3.1 GENERAL

1. Install fence with properly trained crew as shown on the drawings in accordance with ASTM F567.
2. Install all nuts for tension bands and hardware bolts on the side of the fence opposite the fabric.

3.2 POSTS

1. Posts shall be spaced in line not further than 10 feet on centers.
2. Intermediate or line posts, except where indicated on the plans, may be driven by mechanical means. A suitable driving cap shall be used to insure that no damage is caused to the post. Posts not driven, and all other type posts, shall be set in concrete conforming to the requirements herein and as shown on the drawings.
3. Concrete post footings shall have a plan diameter 12-inches greater than the post diameter. Holes shall be clean and free of loose soil and debris. Concrete shall be placed continuously in one operation and tamped or vibrated for consolidation. Lower limit of concrete footing shall be at least 4-inches below the bottom of the post. Tops of the concrete footings shall be crowned to shed water.
 - a. Line posts or line-post footings shall be installed a minimum of 36-inches below grade.
 - b. Corner, gate and terminal post footings shall be installed a minimum of 42-inches below grade.
4. All corner, end posts, and gate posts shall be braced.
 - a. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from end and gate posts.
 - b. Corner and terminal posts are to be braced horizontally and diagonally. The braces are to extend over one adjacent panel. Changes in line of 30 degrees or more shall be considered as corners.

- c. Braces and truss rods shall be securely fastened to posts with appropriate hardware.
- d. Pull posts with two braces shall be provided for all heights where changes in horizontal or vertical alignment of ten (10) degrees or more occur.

3.3 FABRIC

- 1. Do not install fabric until concrete post footings have cured seven (7) days. Provide fabric of the height specified. Install fabric on the public side of the fence, with bottom no greater than 2-inches above the ground surface. Fasten fabric to line posts at intervals not exceeding 15-inches with ties as specified.
- 2. Install tension wire in one continuous length between pull posts, weaved through fence fabric at top and bottom. Tension wires shall be applied to provide a wire without visible sag between posts. Fasten fabric to tension wires at intervals not exceeding 24-inches with ties or hog rings as specified.
- 3. Where it is not practicable to conform the fence to general contour of the ground, the opening beneath the fence shall be enclosed with chain link fabric and sufficiently braced to preclude access, but not to restrict the flow of water.

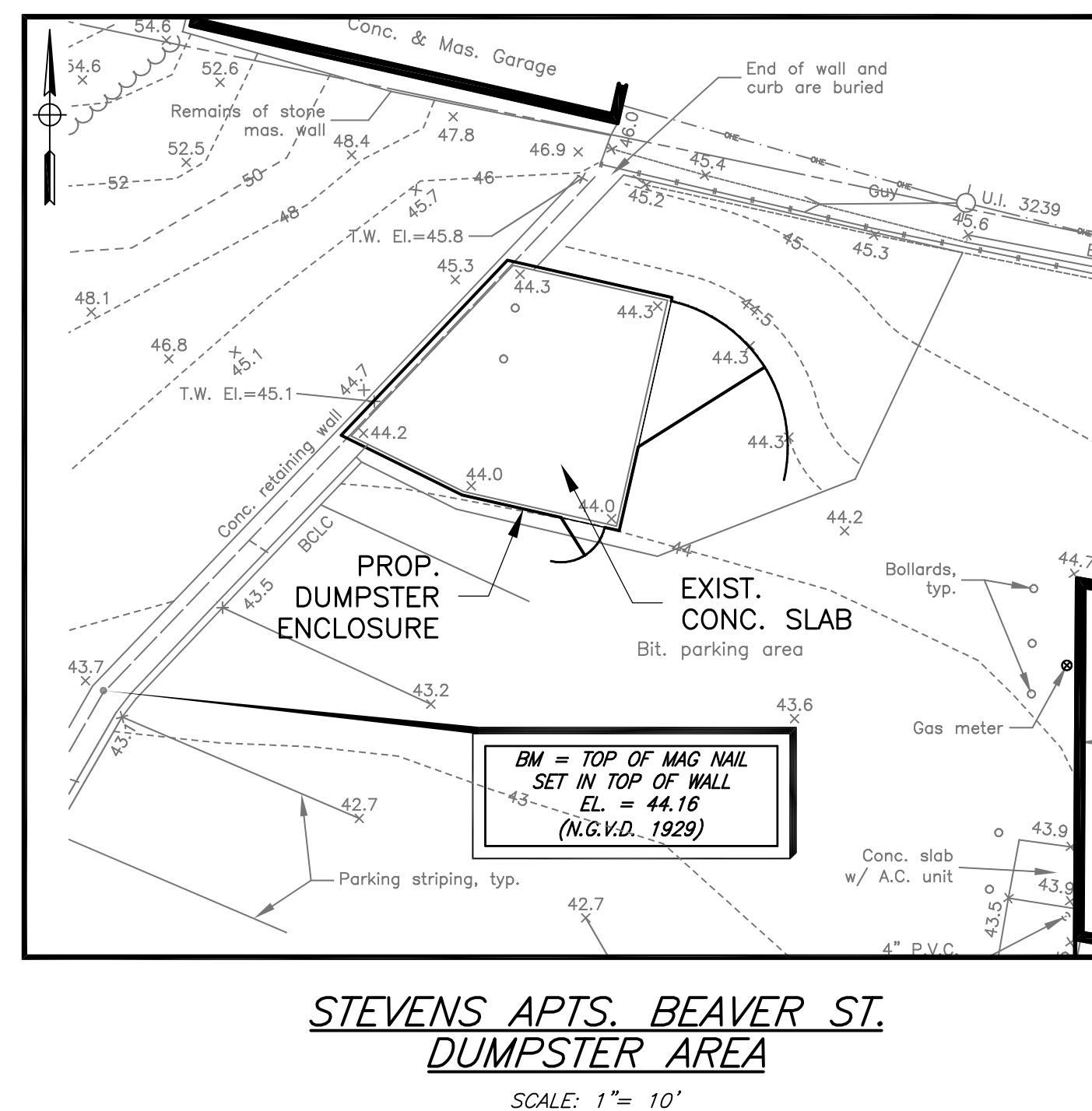
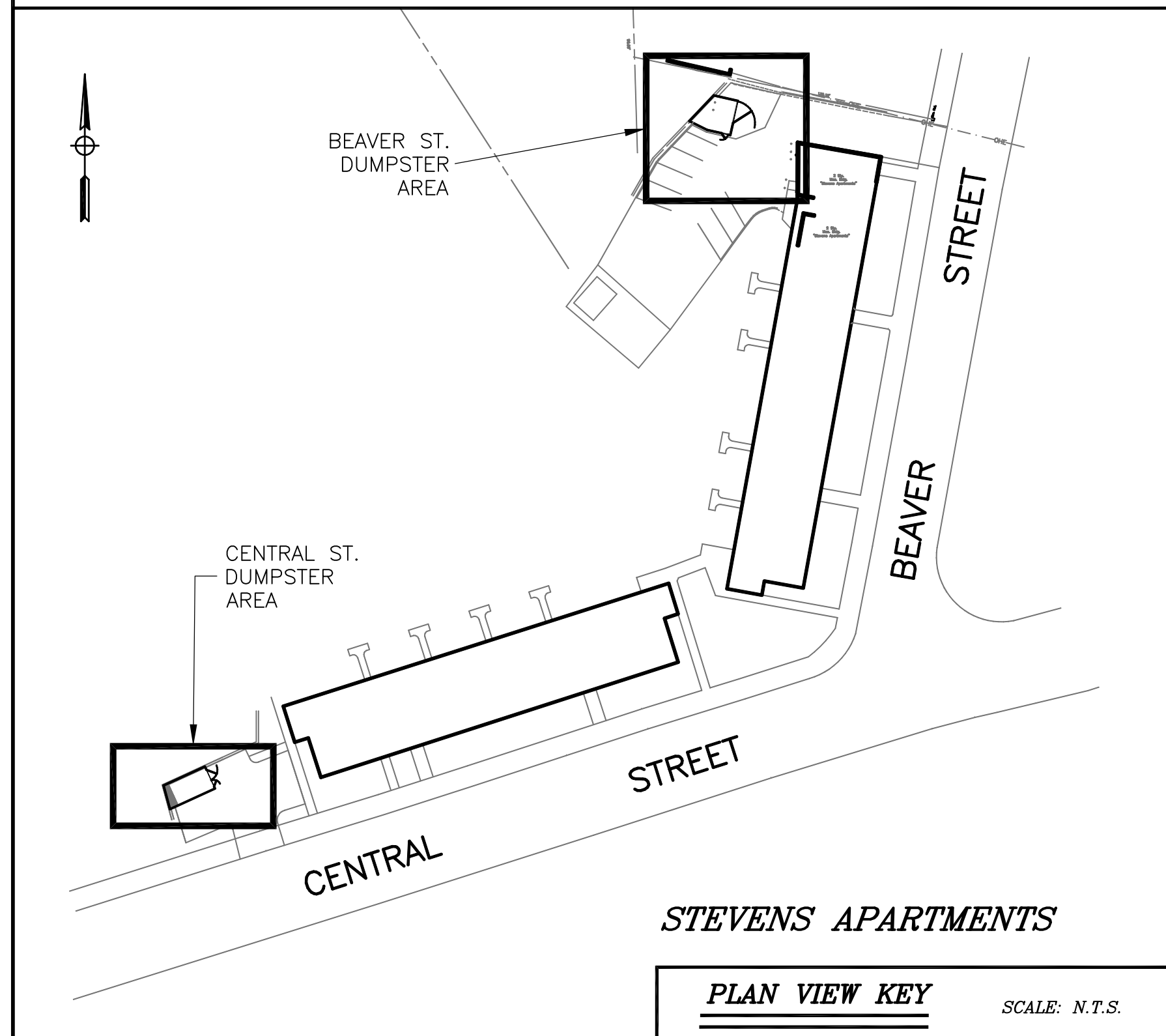
3.4 GATES

- 1. Provide swing gates at the locations and dimensions shown on the Drawings. Do not install gates until concrete post footings have cured seven (7) days.
- 2. Gates shall be installed plumb, level, and secure, with full opening without interference. Hardware shall be installed and adjusted for smooth operation and lubricated where necessary.
- 3. Provide concrete center drop to footing depth and suitable drop rod sleeve at center of double gate openings.

3.6 PRIVACY FABRIC

- 1. Install in accordance with manufactures instructions.

END OF SECTION



1. Base survey information has been taken from historical records. This map conforms to a class "D" (not a field survey) Horizontal Accuracy. "This plan was compiled from other maps, record research or other sources of information. It is not to be construed as having been obtained as the result of a field survey, and is subject to such change as an accurate field survey may disclose."
2. The locations of underground utilities are not shown. Prior to any construction the owner shall notify CALL BEFORE YOU DIG Tel. 1-800-922-4455 and/or private utility locating service for complete utility markout including fire alarm & all other underground wiring.

REVISIONS			FENCING PLAN		Job No. 03-08-09
NO.	DESCRIPTION	DATE	HOUSING AUTHORITY – CITY OF ANSONIA MONSIGNOR HYNES APARTMENTS #70 WOODLAWN AVENUE & JOHN J. STEVENS APARTMENTS CENTRAL STREET & BEAVER STREET		Scale: 1"=10'
					Date: 4/25/22
					Designed: D.W.S.
					Drawn: K.D.K.
					Sheet: 1 OF 1
					ANSONIA, CONNECTICUT.
			DONALD W. SMITH, JR., P.E. CONSULTING ENGINEER 56 GREENWOOD CIRCLE SEYMOUR, CT. 888-4904		