

DOC
HIS
567
150
V.
1940

PA

USHA SUGGESTED SPECIFICATIONS

CONTENTS - PART I (Construction Contract Documents)

NOTE TO ARCHITECT (do not copy):

Part I is composed of Bulletin No. 9 on Policy and Procedure, (as revised September 1, 1939) and Specimen Forms of "Schedule of Drawings;" and "Samples, Certificates and Tests."

S U B J E C T

FOREWORD.....

TITLE PAGE (Specimen Form).....

INTRODUCTION: Purpose of Bulletin.....

CHAPTER I: Relationship Between USHA and Local Authorities
During Construction.....

CHAPTER II: Contract Documents (Explanation).....

Sec. A: Advertisement and Bid Documents (Explanation).....

Sec. B: Instructions to Bidders (Explanation).....

Sec. C: Contract and Performance Bond (Explanation).....

Sec. D: General Conditions.....

APPENDIX - (Forms)

Sec. A: 1. Advertisement for Bids (Form).....

2. Bid Documents

(a) Bid (Form).....

(b) Affidavit (Form).....

(c) Statement of Bidder's Qualifications (Form)

(d) Bid Bond (Form).....

Sec. B: Instructions to Bidders.....

Sec. C: Contract and Performance Bond (Form)

(a) Contract (Form).....

(b) Preparation of Contract (Instructions).....

(c) Preparation of Bid, Performance and Payment Bonds (Instructions)

Sec. D: General Conditions.....

ALTERNATES

SCHEDULE OF DRAWINGS (Specimen Form)

SAMPLES, CERTIFICATES, AND TESTS (Specimen Form)

728.1
1336.18
H 68 su
1940

pts. 1 and 4

m. m cc

USHA SUGGESTED SPECIFICATIONS

PART I

FOREWORD

These suggested specifications have been prepared by the United States Housing Authority to assist architects and engineers in the preparation of final specifications for their low rent housing projects.

These specifications are not intended to indicate mandatory requirements of the USHA, but are recommendations for good practice derived from many sources of experience and knowledge in the construction field. Consideration of local experience, materials, and costs and the special requirements of each problem should govern the writing of each project specification.

The sequence of the documents suggested herein will simplify assembly and checking of the many factors entering into the specification, and will facilitate review and final approval. The sequence is therefore urged, even where the exact form and language are changed.

During the preparation of the contract documents and specifications, the assistance of the USHA staff is available to the local authorities.

Form of Suggested Specification

The user of this suggested specification will find paragraphs labeled "Note to Architect" in the text, which are intended to direct attention of the architect and specification writer to particular considerations only.

General Considerations in Writing the Project Specification

In addition to studying this suggested specification, local architects are urged to give consideration to:

(1) GENERAL REFERENCE DOCUMENTS, as follows:

Federal Specifications (see Federal Specifications Index, price 10¢, from Superintendent of Documents, U.S. Government Printing Office, Washington, D. C.)

Standard Specifications of American Standards Association. (29 West 39th Street, New York City)

Standards of American Society for Testing Materials. (260 S. Broad Street, Philadelphia, Pennsylvania)

Commercial Standards, U. S. Department of Commerce. (National Bureau of Standards, Washington, D. C.)

Simplified Practice Recommendations, U. S. Department of Commerce. (National Bureau of Standards, Washington, D. C.)

Standard Specifications of recognized Industrial Trade Associations.

(2) INDEXING every specification should include a table of contents covering Bid and Contract Documents and all Divisions of the work.

(3) COORDINATION of specifications with drawings; drawings and schedules should cover location and extent of materials and finishes; specifications should include in detail the definite kind and quality of materials and workmanship required. Coordination is essential for completeness and accuracy, and the specifications should be checked and rechecked. A final check after de-

tail drawings are completed and a final proof-reading of the specification manuscript before printing are suggested.

(4) AVOIDANCE OF SPECIFYING BY MEANS OF TRADE NAMES and "or equal" clauses, except, in special cases, for certain items of mechanical or electrical equipment. This practice is undesirable because (a) it absolves the contractor of all responsibility for performance of the item specified (b) it indicates a preference for the particular product named, thereby restricting competition and (c) it opens the way to endless difference of opinion over what is "equal." It is sounder specification practice to describe the nature and qualifications of the item called for and to set forth its performance requirements.

The specification should be prepared with careful attention to the necessity for maximum economy in choice of materials consistent with durability. It should be brief, coherent, and comprehensive, describe accurately all materials and construction methods applicable to the work covered, and be assembled in orderly fashion.

USHA SUGGESTED SPECIFICATIONS

PROJECT NO. _____

(City or State Authority)

(City)

(State)

SPECIFICATIONFOR THE CONSTRUCTION OF
DEMOLITION

AT

(Location of Housing Project)

(City)

(State)

NOTE TO ARCHITECT:
(do not copy)
Fill in one of the
following:

FOUNDATION

- o -

SUPERSTRUCTURE

- o -

HOUSING PROJECT

- o -

HEATING WORK

- o -

PLUMBING WORK

- o -

LAWNS and PLANTING

- o -

PROJECT NO. _____

X X X X

(Architects)

(Chief Architect)

(Address)

(City)

(State)

Date _____

BULLETIN NO. 9

CONSTRUCTION CONTRACTS

(Substitute for Bulletin No. 9 dated
Sept. 1, 1939 and Addendum No. 1
to Bulletin No. 9 dated Jan. 12, 1940)

July 1, 1941

FEDERAL WORKS AGENCY - UNITED STATES HOUSING AUTHORITY

INFORMATION ON PREPARATION OF CONSTRUCTION CONTRACTS
AND RELATED DOCUMENTS, AND ON ADMINISTRATION OF CONSTRUCTION CONTRACTS

BULLETIN NO. 9 ON POLICY AND PROCEDURE

Revised July 1, 1941

(Substituted for Bulletin No. 9
dated September 1, 1939)

CONSTRUCTION CONTRACTS

This Bulletin is designed to guide Local Authorities in drafting and administering contracts for the construction of USHA-aided projects. The Bulletin also touches on the award of construction contracts which is discussed in detail in Bulletin No. 15 and Addenda Nos. 1 and 2 to Bulletin No. 15. This issue of Bulletin No. 9 incorporates Addendum No. 1 to Bulletin No. 9, dated January 12, 1940, and makes certain other changes in Bulletin No. 9 necessary to bring it up to date.

The first major division of the Bulletin, Chapter I, deals with the relationship between the USHA and Local Authorities during the construction of USHA-aided projects. The functions of the Construction Adviser and the scope of his authority, and the functions of other USHA field forces, are discussed. The submittals to be made to the USHA by the Local Authority are also indicated. As stated in this Chapter of the Bulletin, all construction work should be performed on a "Fixed Price Contract" basis.

The second major division of the Bulletin, Chapter II, discusses the contract documents. This division of the Bulletin deals with the advertisement for bids and the bid documents, the instructions to bidders, the construction contract and the performance and payment bonds, and the "General Conditions" which are to be incorporated in construction contracts.

The Appendix to the Bulletin, in addition to setting forth the "General Conditions" and suggested "Instructions to Bidders," also contains suggested forms of advertisement for bids, bid documents, contract and performance and payment bonds, and the contract form itself. Directions for the preparation of the contract and for the preparation and execution of bid, performance, and payment bonds are also included.

Study and use of this Bulletin will greatly facilitate the work of the Local Authority in connection with construction contracts.

FEDERAL WORKS AGENCY
UNITED STATES HOUSING AUTHORITY
Washington

CONTENTS

	<u>Page</u>
Introduction	1
General	2
Construction adviser	2
Scope of authority	2
Other USHA field forces	2
Land acquisition	2
Plans and specifications	3
Responsibility for project	3
Type of contract	3
Advertisement for bids	3
Award of contract	4
Representative of the local authority	4
Local authority's inspection	4
Submittals to construction adviser	5
Contract documents	6
Advertisement and bid documents	6
Advertisement	6
Bid	7
Affidavit as to collusive practices	7
Bidders' qualifications and bid bonds	7
Instructions to bidders	7
General	7
Time for completion	7
Estimates of cost of dwelling facilities	8
Discrimination	8
Taxes	8
Contract and performance bond	9
Contract	9
Performance bond	9
General conditions	10
Definitions	10
Changes in the work	10
Permits	11
Disputes	11
Subcontracts	12
Warranty of title	12
Payments to contractor	12
Office facilities	12
Project signs	13
Domestic and foreign materials	13
Wage rates	13
Contract security	14
Insurance	14
Reports to U. S. Department of Labor	14

	<u>Page</u>
Appendix	
Advertisement and bid documents	
Form of advertisement for bids	1
Bid form	2
Affidavit form	4
Form of statement of bidder's qualifica- tions.	5
Bid bond form	6
Instructions to bidders	10
Contract form	18
Directions for preparation of contract . . .	21
Directions for preparation and execution of bid, performance, and payment bonds . .	22
General conditions.	24

CONSTRUCTION CONTRACTS

SCOPE AND CONTENT.

This Bulletin is designed to guide the Local Housing Authority in preparing and administering contracts for the construction of its USHA-aided projects in accordance with the provisions of the United States Housing Act of 1937, as amended¹, and the provisions of the Contract for Loan and Annual Contributions. The Bulletin is divided into two chapters. Chapter I deals primarily with the relationship between the USHA and the Local Authority during the construction of USHA-aided projects. Chapter II discusses the set of contract document forms which have been prepared and appended for the guidance of the Local Authority.

The forms set forth in the Appendix to this Bulletin cover only one type of contract wherein all work, except demolition and landscaping, is included under one contract. If the work is divided into more than one contract either geographically or by trade, or if demolition or landscape work is included, the forms must be revised to meet these conditions. Suggested forms for demolition and landscape work have been prepared by the USHA and will be furnished to the Local Authority upon request.

In using the suggested forms set forth in the Appendix, the Local Authority is requested:

- (a) To take into consideration the particular nature of its construction contract, and if changes in the form are required, to make such changes and not follow verbatim the form attached.
- (b) Not to amplify through a series of supplemental General Conditions, or other attachments, provisions inconsistent with those set forth in the Appendix.
- (c) To coordinate the provisions of the detailed specifications with the forms in the Appendix.
- (d) Not to complicate bidding by numerous alternates and bids.
- (e) Not to restrict bidding by indicating preferences for local materials, supplies, labor, equipment, insurance, etc., or by narrowing the type of material to be used to a few suppliers.

¹/ Hereinafter referred to as the "Act."

- (f) If the work is divided into several contracts to assign to each contractor his proper work and not to include in every contract general items such as job offices, signs, temporary heating, etc., when it is only intended that they be furnished by one contractor.
- (g) Not to include work that the City has agreed to do or that is not proper work to be paid for out of the development fund.

CHAPTER I - RELATIONSHIPS BETWEEN USHA AND LOCAL AUTHORITY DURING CONSTRUCTION.

1. Construction Adviser. Prior to the time the Local Authority invites bids for the construction of a project or any part thereof, the Administrator will designate a representative of the USHA at the site of the project, who will be known as the Construction Adviser. After the final plans and specifications for the project have been approved by the USHA, all matters in connection with the project which involve construction work will be taken up with or through the Construction Adviser. The Construction Adviser shall render advice and suggestions to the Local Authority, but shall not give orders to the Contractor.

2. Scope of Authority. In all matters relating to construction, the Construction Adviser shall be the representative of the Administrator on the site. The scope of authority of the Construction Adviser shall be so defined by the Administrator as to permit as many decisions and approvals as feasible on the site. In connection with the powers of the Construction Adviser, he will be instructed by the Administrator as to such matters as must be first submitted to the Administrator or to such other representatives of the USHA as he may designate, for consideration and approval before action thereon can be taken by the Construction Adviser.

3. Other USHA Field Forces. In addition to the Construction Adviser, there will be such additional field force of the USHA, either permanently or periodically at the site, as the USHA may consider necessary to observe and review the construction of the project for compliance with the provisions of the Contract for Loan and Annual Contributions between the USHA and the Local Authority. The Local Authority will be advised by the Construction Adviser as to the scope of the duties of such additional personnel.

4. Land Acquisition. (See Bulletin No. 8). Before the USHA will authorize the Local Authority to advertise for bids for construction work, the Local Authority shall have acquired the site or assured the USHA that the site will be acquired within sufficient time to enable the Local Authority to execute a contract based upon any bids received. Authorization to accept any proposal or to enter into any contract for construction work will not be given by the USHA unless good title to the project site has been obtained by the Local Authority.

5. Plans and Specifications. Plans and specifications for the construction of the project or any part thereof, together with the other contract documents, should be submitted to and approved by the USHA before the Local Authority invites bids for such work. Suggestions as to the manner in which the plans and specifications should be prepared and submitted to the USHA for approval are set forth in Bulletin No. 11. The contract documents, as proposed for advertising, should be in the hands of the USHA at least 15 days before the proposed date of advertisement.

6. Responsibility for Project. While the USHA will review the plans and specifications and all other documents submitted to it and furnish technical assistance, the responsibility for design and specifications and the observance of all the requirements of the Contract for Loan and Annual Contributions rests with the Local Authority.

7. Type of Contract. All work should be performed on a "Fixed Price Contract" basis. It is recommended, in those cases where such procedure is locally deemed advisable, that the Local Authority give consideration to the dividing of the project into several sections, so that separate bids can be requested for the work included in each such section, as well as bids for the entire work as noted hereinafter. This would enable smaller contractors who cannot undertake the entire project to bid on part of the work and would thereby encourage competition, particularly where a large project is involved. If the project is divided into several sections, all trades within each such section should, so far as possible, be included in one contract. It is not recommended, unless required by State or local law, that the work be divided in accordance with the several trades (plumbing, heating, masonry, etc.) or a contract awarded on such a basis.

If the work is thus divided into sections, the sections should be so laid out that the different contractors may proceed with their work independently of each other. Care should also be taken to define exactly the work to be performed in each section so there will be no conflict. If such a division is made, bids for the work in the several sections, as well as for the entire work, should be advertised and opened at the same time so that a determination can be made of the cost of the entire work. In the interest of economy of construction and unless prohibited by state law, the USHA will require that one over-all bid which shall include all work in connection with the development of the project shall be requested. Demolition and landscape work and the purchase of items of equipment such as ranges, refrigerators, shades, etc., need not be included in such a bid.

8. Advertisement for Bids. In accordance with the provision of the Contract for Loan and Annual Contributions, all contracts for work in connection with the development of the project shall be let only after public advertisement. Such advertisement shall run for a sufficient time and be circulated in such a manner as to give opportunity to bidders to secure plans and specifications and to figure the work. The Local Authority is urged to seek the widest possible competition. In order to cooperate with the Local Authority, the USHA has made arrangements through contractors'

associations to obtain a wide dissemination of information to contractors and the Local Authority shall, promptly after publication of any advertisement for bids, furnish 12 copies of the advertisement to the Associated General Contractors of America, Munsey Building, Washington, D. C.

9. Award of Contract. The Local Authority should not take any final action in regard to the acceptance or rejection of any bid until it has first submitted the details of its proposed action to the USHA, and has been advised by the USHA that there is no objection to the proposed action. In the event it is proposed to accept any bid, the Local Authority should submit to the Construction Adviser a written statement of all bids received, the name of the contractor to whom the Local Authority proposes to make the award and the alternates, if any, it proposes to accept. If the award is to be made to any one other than the lowest bidder on the basis of the lowest initial cost, the reasons therefor shall be stated. The policy of the USHA in regard to the acceptance and rejection of bids is set forth in Bulletin No. 15 and Addenda 1 and 2 thereto.

10. Representative of the Local Authority. The Local Authority should, through appropriate action of its governing body, designate the person who will represent it in the administration of the construction contract and should define the scope of his authority. Such representative should be empowered to perform the functions of the Local Authority as required by the General Conditions, with such limitations as the Local Authority may desire. As delays in arriving at decisions and ordering changes when they become necessary often interfere with construction work and may result in claims for damages by the Contractor against the Local Authority, it is essential that the person designated as the representative of the Local Authority be readily available to the Contractor at all times.

11. Local Authority's Inspection. During the development of the project, the Local Authority shall provide and maintain competent and adequate architectural and engineering supervision and inspection of the project. Adequate supervision will necessitate a sufficient force of capable architects, engineers, and construction men to enable the Local Authority to supply to the Contractor promptly any additional or changed designs that may be needed, and to enforce compliance by the Contractor with the provisions of the contract. While the USHA will have representatives at the site of the project and will cooperate with the Local Authority in calling to its attention any matters that it may not consider in conformity with the contract, the USHA does not undertake the responsibility for the performance of any of the duties required under the Contract for Loan and Annual Contributions to be performed by the Local Authority.

The General Conditions, as set forth in the Appendix, contemplate that the Architect will supervise the work to be performed under the construction contract. If the Architect is not to provide such supervision, the Local Authority should designate a supervising engineer and staff to perform this function, and in this event, the General Conditions should be modified accordingly.

12. Submittals to Construction Adviser.

(a) After entering into a construction contract, the Local Authority should submit to the USHA, before final decision is made thereon by the Local Authority:

- (i) All matters required by the Contract for Loan and Annual Contributions to be submitted to the USHA before a decision is made thereon by the Local Authority, including any change order involving more than \$1,000. (See Section 2.04(b) of Part Two of the Contract for Loan and Annual Contributions).
- (ii) All proposed interpretations and decisions of the Local Authority or the Architect as to whether items of work are required under the contract, the omission of which might affect the cost of the project in an amount exceeding \$1,000.
- (iii) All samples required to be submitted by the Contractor.
- (iv) All proposed decisions of the Local Authority which might impair the rights of the USHA under the Contract for Loan and Annual Contributions. (See Section 2.04(b) of Part Two of the Contract for Loan and Annual Contributions).
- (v) All proposed Change Orders or interpretations extending the time of completion of any work.

In submitting any of the matters set forth in (a) (i), (ii), (iii), (iv) and (v) above, there should also be submitted all data in connection therewith such as estimates, drawings, and correspondence between the Local Authority, the Architect, and the Contractor.

(b) In addition to the foregoing, there should also be submitted by the Local Authority (though not necessarily prior to the action of the Local Authority thereon):

- (i) Copies of change orders, interpretations, and decisions (other than those mentioned in (a) (i) and (ii) of this Paragraph which are required to be submitted prior to the decision thereon by the Local Authority).
- (ii) Copies of shop drawings after approval by the Architect; and copies of approved as-built and change-order drawings showing clearly all deviations of work as actually installed from contract drawings.

- (iii) Copies of all pertinent correspondence relating to the contract between the Local Authority, the Architect, and the Contractor.
- (iv) Copies of all complaints to the Local Authority by employees of the Contractor.
- (c) Construction reports, Reports to the U. S. Department of Labor, project data and records, and pay rolls and affidavits relating to the Kick-Back Statute should be submitted as required by the Terms and Conditions. (See Sections 2.04(Q), (R), and (S) of Part Two of the Contract for Loan and Annual Contributions).

CHAPTER II - CONTRACT DOCUMENTS

The forms of contract documents now to be discussed, and appended to this Bulletin, were not prepared with any particular project or State in mind, and hence must be revised or amended so that every contract as advertised and entered into will conform with applicable State and local laws. It is requested, however, for the sake of uniformity and in order to expedite the checking of documents by the USHA, that the general form thereof be maintained so far as possible and the order of the particular divisions of the documents followed.

The following specific discussion of the forms of contract documents falls into four main sections conforming to the four main types of forms contained in the Appendix:

Section A - Advertisement and Bid Documents (Bid, Affidavit, Bidders Qualifications and Bid Bond).

Section B - Instructions to Bidders.

Section C - Contract and Performance Bond.

Section D - General Conditions.

Section A - Advertisement and Bid Documents (Bid, Affidavit, Bidders Qualifications and Bid Bond).

1. Advertisement. The form and method of advertising should comply with State or local laws and should indicate the type of work, and clearly designate the place where and the time when bids are to be received and opened, and the address at which contract documents can be obtained. The period of advertising should be sufficient to allow prospective bidders ample time to visit the site and examine the contract documents for the purposes of preparing their estimates. A suggested form of advertisement is included in the Appendix.

2. Bid. The bid form incorporated in the Appendix sets forth in general the matters which should be covered. Care should be exercised in setting up the Bid Form so that bidders will understand them and that the bids when submitted will be clear and unambiguous.

3. Affidavit as to Collusive Practices. In order to effect the intent of Section 24 of the Act, each bidder should be required to sign an affidavit in the form of that set forth in the Appendix. In addition, subcontractors and materialmen for the electrical, heating and plumbing work, whether such work is included in one general contract or let separately, will be required to furnish the affidavits and information as set forth in Section 17 of Instructions to Bidders.

4. Bidders' Qualifications and Bid Bond. The Appendix includes a form of statement of bidders' qualifications, which should be completed in order to show the responsibility of the bidder. The Associated General Contractors of America, Inc. has suggested the use of the standard form of the Contractor's Financial Statement, as prepared and issued by the Joint Conference on Construction Practices, Standard Form No. 42. The substitution of this Form for the one included in the Appendix is left for the discretion of the Local Authority. The Appendix also includes a suggested form of bid bond. An investigation of the State law governing the Local Authority should be made to determine whether any particular form of bid guaranty or bid bond is required. The bid guaranty should be in a sufficient sum to insure the bidder's financial responsibility and to protect the Local Authority against damage occasioned by the failure or refusal of the successful bidder to enter into a contract. In general, where bids are anticipated to be in excess of one million dollars (\$1,000,000), two and a half per cent (2-1/2%) of the bid price is usually considered sufficient. Where the bid price is anticipated to be less than one million dollars (\$1,000,000), the percentage of the bid price required as security should be increased. The Appendix (Section C) also contains directions for preparation and execution of bid, performance and payment bonds.

Section B - Instructions to Bidders

1. General. The "Instructions to Bidders" should advise bidders as to any special conditions that might exist in connection with the work and set forth the time for completion and the amount of liquidated damages to be charged in the event the work is not completed within the specified time. It should also inform bidders as to the general requirements in regard to the preparation and submittal of bids, and should cover the issuance of any addenda that might be required for revisions in the plans and specifications. Suggested "Instructions to Bidders" are included in the Appendix.

2. Time for Completion. The Local Authority should determine and fix a time for completion which has a reasonable relationship to the amount of work to be performed and the difficulties attendant upon the same.

The Local Authority should set the amount of liquidated damages to be paid by the Contractor in such sum as will be in reasonable proportion to the actual loss that might be sustained by the Local Authority through the failure of the Contractor to complete on time. In this connection, consideration should be given to the loss that the Local Authority will sustain by virtue of a corresponding delay in receiving Federal annual contributions. The amount of liquidated damages, however, should not be fixed so high as to discourage the submittal of bids by responsible bidders.

3. Estimates of Cost of Dwelling Facilities. The original Bulletin No. 9, dated November 14, 1938, previously required a breakdown in the bid of certain items of costs to be used for the purpose of determining whether the cost of the work was within the limitations of the United States Housing Act. Due to the unfamiliarity of bidders with the intent of these provisions, the figures, in many instances, submitted with the bid have been valueless. For this reason, this requirement has been eliminated, and in lieu thereof, the successful bidder is now required, after the opening of bids, to assist in the breakdown of his bid price in order to show the division of costs between the dwelling facilities and non-dwelling facilities. (See Paragraph 19 of the Instructions to Bidders).

4. Discrimination. Section 2.04 (F) of Part Two of the Contract for Loan and Annual Contributions and Section 43 of the suggested General Conditions appearing in the Appendix provide that there shall be no discrimination because of race, creed, color, or political affiliations in the employment of persons for work on the project. Section 18 of the Instructions to Bidders sets forth the method by which the Local Authority shall give effect to these provisions with respect to Negro labor.

5. Taxes. The Local Authority should ascertain whether or not State or local sales or business privilege taxes are applicable to the work to be performed by the contractor. If the applicability of the law is not clear, every effort should be made by the Local Authority to obtain a ruling from the appropriate officer of the State or locality, i.e., the Attorney General of the State, the Collector of Taxes, the State Tax Commission, etc. If it appears clear to the Local Authority that any such sales or public privilege taxes are not applicable to the work to be performed by the contractor, an appropriate clause should be inserted in the Instructions to Bidders informing them of this fact and instructing them not to include in their bids any amounts to pay such sales or business privilege taxes. If, however, contractors on work of this kind, are required to pay such sales or business privilege taxes, no reference to such taxes should be made in the Instructions to Bidders or in any other part of the Specification.

6. The form of Instructions to Bidders contains a section on unit prices drafted upon the theory that unit prices for extras will be predetermined by the Local Authority and inserted in the contract. It is recommended that this practice be followed. If the prices are determined in advance and are equitable, any possible controversy between the contractor

and the Local Authority in regard to the cost of extra work is eliminated as to those items for which units have been established. In the form attached, the usual items which are commonly the subject of changes in the average contract, have been listed. These may be amplified or restricted in accordance with the needs of a particular contract. The USHA does not recommend the asking of bids on a unit price basis wherein bidders are permitted to bid separately both on the cost of additional work and the cost for deductions from the work specified. Such a practice has been found to upset bids in that the prices quoted by contractors for deductive units are much smaller than those given by the contractor for additions. As an alternative to either predetermining unit prices and including them in the contract or requesting that bids be given on a unit price, it is possible to agree with the contractor, after the opening of bids, upon acceptable units and unless the prices are predetermined and included in the contract, this method is recommended.

Section C - Contract; Performance Bond.

1. Contract. The contract form should contain a description and location of the work and the Specification and Drawings should be identified by number, name and date of issuance. The adjusted contract price (that is, the amount determined by adding to or subtracting from the base bid the amount of any alternates accepted) should be set forth in the contract. In many instances, it is customary to accept a bid by a letter of acceptance to be conditioned upon the execution of the formal contract and the submitting of the required bonds by the contractor. However, such procedure is not required of the Local Authority, and the procedure of accepting the bid and entering into the contract may be adjusted to conform to the procedure prevailing in the particular locality where the work is to be performed. Care should be taken to have the proposal accepted and the contract signed by a duly authorized agent or officer of the Local Authority. A contract form is included in the Appendix, as well as directions for the preparation of contract.

2. Performance Bond. The performance and payment bond or bonds should conform to State Law. If the amount of such bond or bonds is not prescribed by State Law, the amount of such bond or bonds should be not less than 50% of the contract amount. Most of the States have laws prescribing the conditions of such bond or bonds and a complete investigation of the law applicable to each project should be made. If there is no applicable statute, such bond or bonds should be used as have been passed on by the State courts as valid. The bond or bonds in addition to affording protection to the Local Authority should require payment by the contractor to all persons furnishing labor and material incorporated in the project. Suggested forms of performance and payment bonds are not included in the Appendix as it is necessary to conform the provisions thereof in each instance with State or local laws. The USHA will, upon request, assist the Local Authority in the preparation of proper forms of performance and payment bonds.

The Local Authority should exercise care in the administration of its contracts which are secured by performance bonds (particularly in ordering changes) to avoid any act which might release the surety. In any doubtful case the consent of the surety to any contemplated action should be obtained in advance.

Section D - General Conditions

Note: The paragraphs of this Section are numbered in the same relation to their subject matter as are the sections in the Form of General Conditions contained in the Appendix.

1. Definitions. The definition of all terms which might not be familiar to the Contractor should be included in the contract documents.

2. Changes in the Work. The amount (as contemplated by Section 2.04 (B)(7) of Part Two of the Contract for Loan and Annual Contributions) to be fixed in the contract as the limit of the amount involved which should not be exceeded in any change without the submittal of the change to the USHA should, in general, be One Thousand Dollars (\$1,000). This amount may in particular contracts be increased or decreased when the size of the contract or other circumstances would make some other amount more appropriate. Aside from the above this Section should not be changed substantially.

3 to 6, inclusive, are suggested sections. It is believed that the substance of these sections, together with the other suggested sections, should be embodied in the contract documents for the protection of the Local Authority and for clearly setting out the general obligations and duties of the Contractor. In special instances, particularly where the contract is for supplemental work, some of these provisions, such as the one covering temporary heating, may not be applicable.

7 should not be changed.

The Local Authority's attention is called to the fact that specification writers on occasion require guarantees of results as differentiated from a guarantee as to workmanship and material. In the event that such a guarantee is required, it should be made explicit that the result is required irrespective of the details of the specification and that the contractor in bidding on the work accepts the plans and specifications as adequate for the accomplishment of the result guaranteed. Unless the language is clear and explicit, it is often difficult to determine, should the question arise, whether the guarantee requires only good workmanship and material or requires the result even though the claim is urged that the plans and specifications are inadequate to produce that result. A provision to this effect was included in the previous draft of Bulletin No. 9, dated November 14, 1938, under Section 4 of Instructions to Bidders. However, contractors have so strenuously objected to the broad language used therein

that it is felt desirable to eliminate this language in the general forms. Should such a guarantee be desired for any part of the work it should be inserted in the detailed specification and made applicable to that portion of the work only.

8 to 12, inclusive, are suggested sections.

13. Permits. The Cooperation Agreement between the Local Authority and the City usually provides that permits will be issued without cost to the Local Authority and that there will be no inspection fees. Accordingly, this section has been drafted to advise the contractor that he shall not include in his estimates any costs for the permits or inspection. The Local Authority is cautioned in drafting the detailed specifications, particularly, for the mechanical trades, not to include a requirement that the contractor pay for such permits and inspection. This section, as drafted, provides that the work be done in accordance with applicable local, state and national codes, and further provides that in the event the plans and specifications vary from the codes and a change is required in order to meet code requirements, that the contract price will be adjusted. It is, therefore, essential for the Local Authority to assure itself, that the specifications, as drafted, comply with all codes, laws and ordinances or that approved amendments or modifications of the same have been obtained.

14, 15 and 16 are suggested sections.

17. Disputes. In this Section, provision is made for the settlement of certain disputes by the Architect with the right of either party to such dispute to appeal the decision of the Architect to arbitrators. This procedure is suggested as it follows the common practice of the building industry. Attention is called, however, to the possibility that, because of their public character, some Local Authorities may not have the legal authority to delegate to the Architect, a board of arbitrators, or other third parties the power to render decisions that are binding on the Local Authority. If such is the case, it is recommended that a procedure similar to that followed by the Federal Government in its construction contracts be followed, i.e., that an official or employee of the Local Authority be designated as its representative with power to settle all such questions subject to the right of the Contractor to appeal to the governing body of the Local Authority in the event the Contractor refuses to accept the decisions of such representative. It is further to be noted by the Local Authority that throughout this Bulletin certain duties are delegated to the "Architect". In this connection, the general contract forms have been drafted upon the theory that the architect will superintend the construction operations. If because of the nature of the arrangement between the Local Authority and the architect, such superintendence is not included among the architect's duties, the proper party shall be named in this and other sections to whom disputes should be referred and to whom the contractor is to look for certain instructions and interpretations.

18 to 27, inclusive, are suggested sections.

28. Subcontracts. This section should not be changed. One facsimile copy of each subcontract delivered to the Local Authority by the Contractor should be transmitted to the USHA. (See Section 2.04(B) of Part Two of the Contract for Loan and Annual Contributions).

29 and 30 are suggested sections.

31. Warranty of Title. The Local Authority should investigate State laws to determine whether the project is subject to mechanics' lien claims. As the Contract for Loan and Annual Contributions requires a bond for the protection of those furnishing labor and material, the Local Authority should, if possible under State or local law, prohibit the right of anyone to assert a mechanic's lien claim against the project. Some State laws require either actual notice or recorded notice of contractual provisions prohibiting liens being filed against property. In the States where either actual or recorded notice is required, the provisions of the Statute should be followed and, if necessary, the contract should be recorded in the proper office.

32 is a requirement of the Contract for Loan and Annual Contributions and should not be changed.

33. Payments to Contractor. (See also Section 3.01 of Part Two of the Contract for Loan and Annual Contributions). The section as set forth in the Appendix provides that payments shall be made on estimates certified by the Architect and signed by the Local Authority. The Local Authority should advise the Contractor the name of the person who has been designated by it to sign such certificates. If persons other than the Architect are to certify such estimates, the persons so designated should be clearly defined by the Local Authority. The Contract for Loan and Annual Contributions (Section 2.04(T) of Part Two thereof) requires that payment be made not less than the 15th day of each calendar month for work done during the preceding month and that 10% of the estimated amount due be retained until final completion. After 50% of the work has been completed the USHA will not object to the making of the remaining partial payments for work subsequently completed without the 10% deduction, provided the work is proceeding satisfactorily. The suggested form so provides. While this section also provides for payment to the Contractor without requiring the estimates on which said payments are based to be submitted to the USHA, the Local Authority is referred to certain terms which will be found in the Development Fund Agreement provided for by the Contract for Loan and Annual Contributions, which provisions in general will require that in withdrawing funds the Local Authority must set forth the purposes for which said funds are being withdrawn together with a certificate stating that the Local Authority is not in default under such Contract.

34. Office Facilities. This Section should be included if adequate facilities are not already on the site. In addition to the provision contained in the Appendix, the Local Authority should specify in sufficient detail the requirements for office facilities for the representatives of

both the USHA and the Local Authority on the site. These facilities will differ on various projects depending on their size, and the USHA should be consulted at the time the specifications are being drafted in order that the Local Authority may be advised of the USHA's requirements.

35. Project Signs. This section should be included unless signs complying with Section 2.04(B) of Part Two of the Contract for Loan and Annual Contributions have already been placed on the site by other contractors. In addition thereto, the materials, size and color of the signs should be specified and the number of signs to be placed on the project should be set forth; the Local Authority should consult with the USHA in this regard at the time the specifications are being drafted in order that it may be advised of the USHA's requirements.

36 is a requirement of the Contract for Loan and Annual Contributions and should not be changed.

37. Domestic and Foreign Materials. The only foreign articles, materials or supplies that may be listed under this section are those which in fact have been exempted by the USHA because of findings made by the USHA that the use of domestic articles, materials or supplies is impractical or because the use of them would unreasonably increase the cost of the work. If the Local Authority desires to use foreign articles, materials or supplies which have not been so exempted by the USHA, application for such exemption should be made to the USHA. No change should be made in this section except to list such exempted materials.

38 is a requirement of the Contract for Loan and Annual Contributions and should not be changed.

39. Wage Rates. The provisions of this section should not be changed, except as to the itemized classification of the workers on the project, which classification is necessarily dependent upon the type of work to be performed and the trades and occupations employed in such work. In the sample list included in the Appendix, a classification is made of the mechanics and laborers ordinarily engaged in work on projects of the type contemplated. This list, however, does not include architects, technical engineers, draftsmen or technicians who might be employed by the Contractor. These and any other classes of workmen covered by the provisions of the Act may have to be added to the list. Classification of workers and prevailing wage rates should be investigated by the Local Authority as soon after the execution of the Contract for Loan and Annual Contributions as possible, so that recommendations of wage rates may be submitted by the Local Authority to the USHA without undue delay. If the State or local law makes provision for the determination of prevailing wages, the Local Authority should recommend to the USHA the prevailing wages so determined, and furnish evidence of the findings of the State or local body making such determination and a reference to the law under which such determination was made. The provisions of this section in the Appendix will be construed to apply only to those employees of the Contractor and his subcontractors who work on or about the project site.

40 to 45, inclusive, are requirements of the Contract for Loan and Annual Contributions and should not be changed.

46. Contract Security. (See Chapter II, Section C, paragraph 2 of this Bulletin under the heading Performance Bond). Alternative sections have been included in the suggested form of General Conditions. If the State law requires a separate payment bond in addition to the Performance Bond, Section 46 (Alternate) should be used. The furnishing of contract security is a requirement of the Contract for Loan and Annual Contributions, but as State laws on this subject vary, these paragraphs will, in individual projects, have to be modified to meet the applicable provisions of State laws.

47. Insurance. (See Bulletin No. 26). Subsection A relating to workmen's compensation insurance is required by the Contract for Loan and Annual Contributions and should not be changed unless there is no State workmen's compensation statute applicable to the employees of the Contractor. In the latter event, employers' liability insurance supplemented by workmen's collective insurance should be required. An alternate subsection A providing for such form of coverage is included in the suggested form.

Subsection B relating to public liability insurance is required by the Contract for Loan and Annual Contributions and should not be changed. It is believed that public liability insurance coverage with limits of \$20,000/40,000 will be sufficient under most contracts.

In subsection C, it is suggested that fire insurance be carried by the Contractor, since construction contracts usually require the Contractor to be responsible for the project until its final completion, and in order to avoid conflict of interest during the construction period. Insurance carried by the Contractor during construction will, to the extent of such coverage, satisfy the requirements of the Contract for Loan and Annual Contributions. If, however, the Local Authority carries fire insurance on its insurable interest during construction, this subsection of the General Conditions should be changed.

48. Reports to the U. S. Department of Labor. This section should not be changed. The forms will be furnished by the Department of Labor. These forms will, after they have been filled out, be turned over to the Construction Adviser for transmittal to the Department of Labor.

49 to 53, inclusive, are required by the Contract for Loan and Annual Contributions and should not be changed. Before approving any assignment of a contract, all facts in connection with such assignment should be submitted to the USHA.



NATHAN STRAUS
Administrator

July 1, 1941

148166 H-1

A P P E N D I X

Section A. Advertisement and Bid Documents
(Bid, Affidavit, Bidders Qualifications
and Bid Bond).

1. Form of Advertisement for Bids.
2. Bid Documents.
 - (a) Bid Form.
 - (b) Affidavit Form.
 - (c) Form of Statement of
Bidder's Qualifications.
 - (d) Bid Bond Form.

Section B. Instructions to Bidders.

Section C. Contract and Performance Bond.

- (a) Contract Form.
- (b) Directions for Preparation
of Contract.
- (c) Directions for Preparation and
Execution of Bid, Performance
and Payment Bonds.

Section D. General Conditions.

Form of Advertisement for Bids

ADVERTISEMENT FOR BIDS

(Should be modified if law requires other form)

The (Name of Local Authority) will receive sealed bids for (Brief description of contract and project) until M. (E.S.T.) (C.S.T.) (Daylight Savings Time) on the day of , 194 , at (Address of Local Authority) (Name of city or town), State of , at which time and place all bids will be publicly opened and read aloud.

The successful bidder will be required to furnish satisfactory performance and payment bond or bonds.

Attention is called to the fact that not less than the minimum wage rates as set forth in the specifications must be paid on this project.

Proposed forms of contract documents, including plans and specifications, are on file at the office of the (Name of local Authority) at (Address of Local Authority).

Copies of the documents may be obtained by depositing \$ with the (Local Authority) for each set of documents so obtained. The amount of the deposit will be refunded to each person who returns the plans and documents in good condition within 10 days after the opening of bids.

The reserves the right to reject any or all bids and to waive any informalities in bidding.

A certified check or bank draft payable to the (Name of Local Authority), U. S. Government Bonds, or a satisfactory bid bond executed by the bidder and acceptable sureties in an amount equal to per cent of the bid shall be submitted with each bid.

No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the (Name of Local Authority).

(Name of Local Authority)

(Title of Officer)

(Date)

Bid Form (Bid Documents)

BID _____

To the _____ (Name of Local Authority)

(Address)

Gentlemen:

1. The undersigned, having familiarized _____ with the local conditions affecting the cost of the work and with the Drawings, the Specification (including the advertisement for bids, instructions to bidders, general conditions, the bid form, the form of contract, the form of bonds, and the detailed specifications) and Addenda Nos. _____, _____, and _____ thereto, as prepared by _____

and on file in the office of _____, hereby proposes to furnish all labor, materials and equipment required for _____

(Description of Work)
all in accordance therewith, for the sum of _____ dollars
(\$ _____) herein referred to as the "Base Proposal".

2a. The Base Proposal may be decreased or increased in accordance with such of the following alternate proposals as may be selected:

Alternates: Deductions

No. 1 Deduct \$ _____
No. 2 Deduct \$ _____
No. 3 Deduct \$ _____
No. 4 Deduct \$ _____

Additions

Add \$ _____
Add \$ _____
Add \$ _____
Add \$ _____

(Continue alternates as required or eliminate paragraph 2a if no alternates are included)

3. In submitting this bid it is understood that the right is reserved by _____ (Local Authority) to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

4. Security in the sum of _____ dollars (\$ _____) in the form of _____, is submitted herewith in accordance with the Specification.

Bid Form, Continued (Bid Documents)

5. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted. Also attached is a statement of contractors' qualifications.

_____, 194 **FIRM NAME** _____

OFFICIAL ADDRESS

By _____

TITLE _____

Affidavit Form (Bid Documents)

A F F I D A V I T

STATE OF _____)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes and
says:

That he is _____ (a partner of the firm of etc.)
_____, the party making the foregoing proposal or bid,
that such bid is genuine and not collusive or sham; that said bidder has
not colluded, conspired, connived, or agreed, directly or indirectly, with
any bidder or person, to put in a sham bid or to refrain from bidding, and
has not in any manner, directly or indirectly, sought by agreement or collu-
sion, or communication or conference, with any person, to fix the bid price
of affiant or any other bidder, or to fix any overhead, profit, or cost
element of said bid price, or of that of any other bidder, or to secure any
advantage against _____ or any person interested in the pro-
posed contract; and that all statements contained in said proposal or bid
are true.

(Name of bidder if the bidder is an
individual)

(Name of partner if the bidder is a
partnership)

(Name of officer if the bidder is a
corporation)

Subscribed and sworn to
this _____ day of _____,
194____.

(NOTE: Some states have statutory requirements for affidavits that bids
are not collusive; where prescribed by statute the state law
should be followed)

Form Bid Bond (Bid Documents)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

(See Instructions

as PRINCIPAL, and

as SURETY,

(See Instructions

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated _____, 19____, for

NOW, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after said opening; and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Bid Bond Form, Continued (Bid Documents)

IN WITNESS WHEREOF, the above-bouneden parties have executed this instrument under their several seals this _____ day of _____, 194____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of--

(Individual Principal) (SEAL)

(Address) _____
(Business Address) _____

(Individual Principal) (SEAL)

(Address) _____
(Business Address) _____

(Individual Principal) (SEAL)

(Address) _____
(Business Address) _____

(Individual Principal) (SEAL)

(Address) _____
(Business Address) _____

Attest: _____
(Corporate Principal) _____

(Business Address) _____

Affix
corporate
seal)
By _____

Attest: _____
(Corporate Surety) _____

(Business Address) _____

Affix
corporate
seal)
By _____

The rate of premium on this bond is _____ per thousand.
Total amount of premium charged, \$ _____.

(The above must be filled in by corporate surety)

Bid Bond Form, Continued (Bid Documents)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, secretary of the corporation named as principal in the _____ within bond; that _____, who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____ (CORPORATE
SEAL)

AFFIDAVIT BY INDIVIDUAL SURETY

State of _____)
ss:
County of _____)

I, _____, being duly sworn, depose and say that I am one of the sureties to the foregoing bond; that I am a citizen of the United States, and of full age and legally competent; that I reside at _____ and that I am worth in real estate and personnel property the sum of _____ dollars, over and above (1) all my debts and liabilities, owing and incurred, (2) any property exempt from execution, (3) and aggregate full penalties on all other bonds on which I am surety, and (4) any pecuniary interest I have in the business of the principal on said bond; that I own, unincumbered, real estate, the fee of which is in my name, worth _____ dollars, located in _____ that said property is not exempt from seizure and sale under any homestead law, community, or marriage law, or upon any attachment, execution, or judicial process, and that I am not surety on any other bonds, except as follows:

(State character and amount of each bond, If not

on other bonds, so state)

(Surety's signature)

Bid Bond Form, Continued (Bid Documents)

Subscribed and sworn to before me this _____ day of _____.
194____, at _____

(Title of official administering oath.)

Official seal

CERTIFICATE OF SUFFICIENCY

I, _____ do hereby certify that _____
_____, one of the sureties named above, is personally
known to me, and that, to the best of my knowledge and belief, the facts
stated by such surety in the foregoing affidavit are true.

(address)

INSTRUCTIONS TO BIDDERS.

1. Special Notice to Bidders. Attention is directed to the fact that this Specification has bound hereto a complete set of bidding and contract forms; these are for the convenience, only, of bidders and are not to be detached from the Specification or filled out or executed. Separate copies of Bid Forms are furnished for that purpose, in quadruplicate, three to be submitted with bid and one to be retained by the bidder for his records.

2. Bid Form. (A) All bids must be submitted in triplicate and shall be prepared in conformity with and shall be based upon and submitted subject to all requirements of the Specification and Drawings.

(B) Bid Documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled "Bid Documents" so as to guard against opening prior to the time set therefor. The Bidder shall be responsible for the placement of his firm name and the name and number of the project on the outside of both of such bid envelopes.

(C) The Local Authority may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached.

(D) The Bidder is required to bid on all Alternates. The term "No Bid" shall not be used but the Bidder shall set forth in the space provided therefor the amount to be added to or deducted from the Base Bid. In the event the Bidder does not desire to make a change from the Base Bid he shall so indicate by using the words "No Change."

(E) The Contract will be based upon the completion of the work according to the Drawings and the Specification together with all addenda thereto and any alternates which may be accepted by the Local Authority.

3. Interpretations. No oral interpretations will be made to any bidder as to the meaning of the Drawings and Specification. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Local Authority at _____. No inquiry received within _____ days of the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the Specification which, if issued, will be sent as promptly as is practicable to all persons to whom the Drawings and Specification have been issued. All such addenda shall become part of the contract documents. Failure of the Local Authority to send, or of any bidder to receive, any such interpretation shall not relieve any bidder from any obligation under his bid as submitted.

4. Examination of Site, Drawings, Etc. Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist so that he may fully understand the facilities, difficulties

and restrictions attending the execution of the work under his contract. Bidders shall also thoroughly examine and be familiar with the Drawings and the Specification. The failure or omission of any bidder to receive or examine any form, instrument or document or to visit the site and acquaint himself with conditions there existing shall in nowise relieve any bidder from any obligation with respect to his bid.

5. Statement of Bidder's Qualifications. Each bid must be accompanied by a statement, on the form furnished for that purpose, a copy of which is included in the Specification, of the bidder's financial resources, his construction experience, and his organization available for the work contemplated. The Local Authority shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Local Authority all such information and data for this purpose as the Local Authority may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the Local Authority that the bidder is qualified to carry out properly the terms of the Contract Documents.

6. Bid Guaranty. (A) The bid must be accompanied by a bid guaranty which shall not be less than _____ percent (_____) of the amount of the bid, and at the option of the bidder may be a certified check, bank draft, U. S. Government Bonds (at par value), or a bid bond in the form attached to the Bid Form. No bid will be considered unless it is so guaranteed. Certified check or bank draft must be made payable to the order of _____ (Local Authority). Cash deposits will not be accepted. The bid guaranty shall insure the execution of the contract and the furnishing of performance and payment bonds by the successful bidder as specified in the Contract Documents.

(B) Revised Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the revision of the bid will not be considered and the original bid shall remain in force.

(C) In case Bid Guaranty is in the form of a certified check, bank draft, or U. S. Government Bonds, the Local Authority may make such disposition of the same as will accomplish the purpose for which submitted. Certified checks or bank drafts may be held uncollected at the bidder's risk. Certified checks or bank drafts, or the amount thereof, and U. S. Government bonds of unsuccessful bidders will be returned as soon as practicable after the opening of Bids.

7. Alternative Bids. Alternative bids will not be considered unless called for.

8. Corrections. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

9. Time for Receiving Bids. (A) Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening: Provided, that such modifications are confirmed in writing over the signature of the bidder within 48 hours thereafter.

(B) Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modification, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.

(C) Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened; and, so far as practicable, make due allowance for possible delays in order to avoid the necessity for investigations of claims that such delays in receipt of bids were due solely to delay in the mails as provided in this section.

10. Withdrawal of Bids. Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening: Provided, that telegraphic withdrawal is confirmed in writing over the signature of the bidder within 48 hours thereafter. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

11. Bidders Present. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representative.

12. Award of Contract; Rejection of Bids. The Contract will be awarded to the lowest responsible bidder (complying with the conditions of the advertisement for bids) on the basis of initial cost, provided his bid is reasonable and it is to the interest of the Local

Authority to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Local Authority, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Local Authority. The Local Authority also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen, or employees. In determining the lowest responsible bidder the following elements, in addition to those above mentioned, will be considered; whether the bidder involved (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet the obligations incident to the work; (d) has appropriate technical experience.

13. Performance Bond, Payment Bond, Execution of Contract. (A) The successful bidder shall furnish a Performance and Payment Bond in a penal sum of at least fifty percentum (50%) of the total amount payable by the terms of the contract. Such bond shall be in the form of Bond, a copy of which is included in the Specification.

(If a separate Payment Bond is required this provision should be modified.)

(B) The successful bidder shall execute the Contract with the Local Authority in the form of the Contract included in the Specification in such number of counterparts as the Local Authority may request.

(C) Such Performance and Payment Bond shall be furnished and such Contract shall be executed and delivered by the successful bidder within ten (10) days after the receipt by the successful bidder of notice of acceptance of his bid by the Local Authority.

14. Time for Completion. The work shall be commenced at the time stated in the notice to the Contractor to proceed and shall be completed in _____ consecutive calendar days from the date stated in said notice.

15. Liquidated Damages. As actual damages for delay in completion are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Local Authority the sum of \$ _____ as fixed, agreed and liquidated damages for each calendar day of delay (not beyond the control of the Contractor, see Section 12 of the General Conditions) until the work is completed or accepted.

16. Unit Prices. The following unit prices have been predetermined and in adjusting all changes in the work or extra work which has been ordered, the prices and rules of measurement contained herein shall be used for all such classifications of work irrespective of the quantities involved. The unit prices contained herein include all items of labor and materials, the use of power tools and equipment, power and all items of cost such as public liability and workmen's compensation insurance and pro rata charges for foremen, but do not include any costs of pumping if the same are found necessary. The Contractor's overhead and profit is not included, but in addition to the unit prices stated herein, the Contractor shall be given for his overhead and profit, the percentages as mentioned in the General Conditions of the Specification under the heading, "Changes in the Work". This overhead and profit includes, but is not limited to, insurance other than mentioned above, bond or bonds, superintendent, time keepers, clerks, watchmen, use of small tools and other incidental job burdens and general office expenses.

(1) General Excavation (Machine)		
Left on site as directed	per cu. yd.	_____
(2) General Excavation (Machine)		
Removed from the site	per cu. yd.	_____
(3) Hand Excavation to 5 ft. depth,		
Left on site as directed	per cu. yd.	_____
(4) Hand Excavation to 5 ft. depth,		
Removed from the site	per cu. yd.	_____
(5) Hand Excavation, per 1 foot depth extra (Add to Items #3 and #4 for each additional foot below 5 ft. depth		
	per cu. yd.	_____
(6) Removal of Stacked excavated material from the site		
	per cu. yd.	_____
(7) Backfill (due to extra excavation)		
	per cu. yd.	_____
(8) Rock excavation, encountered in General Excavation or Grading, using explosives		
	per cu. yd.	_____

(9) Rock excavation, encountered in General Excavation or Grading, where explosives are prohibited, per cu. yd. _____

(10) Rock excavation in Trenches, using explosives, per cu. yd. _____

(11) Rock Excavation in Trenches, where explosives are prohibited, per cu. yd. _____

(12) Removal from site of excavated rock, per cu. yd. _____

(13) Additional piles of contract length (architect to indicate type of pile) per pile _____

(14) Omission of piles of contract length (architect to indicate type of pile) per pile _____

(15) Furnishing and driving piles of longer or shorter lengths (architect to indicate type of pile other than wood) per lin. ft. _____

(16) Unit prices for wood piles in place, for other than contract lengths. (Prices to be for various lengths in multiples of 5 feet) per lin. ft. _____

(17) Foundation concrete in place, not including forms of reinforcing steel.

- (a) 2,000 lbs. per cu. yd. _____
- (b) 2,500 lbs. per cu. yd. _____
- (c) 3,000 lbs. per cu. yd. _____

(18) Filling concrete in place, per cu. yd. _____

(19) Footing Forms per contact area including stripping, per sq. ft. _____

(20) Wall Forms per contact area including stripping, per sq. ft. _____

(21) Column Forms per contact area including stripping, per sq. ft. _____

(22)	Reinforcing steel in place including accessories,	per lb. _____
(23)	Concrete units for foundation walls, in place,	
(a)	8"	per sq. ft. _____
(b)	10"	per sq. ft. _____
(c)	12"	per sq. ft. _____
(d)	14"	per sq. ft. _____
(e)	16"	per sq. ft. _____
(24)	Pargetting of foundation walls,	per sq. ft. _____
(25)	Membrane waterproofing walls,	per sq. ft. _____
(26)	Sheet piling of banks, including removal,	per sq. ft. _____

RULES FOR MEASUREMENT

- (a) General Excavation shall be assumed to extend 2 feet outside of wall lines.
- (b) The quantity of Hand Excavation shall be computed from the level at which hand excavation starts.
- (c) Excavation for footings shall be assumed to be 6 inches outside of concrete footing lines.
- (d) Trenches for walls shall be assumed to be 2 feet wider than wall thickness, but in no case less than 3 feet in width. Trenches for pipes shall be 2 feet wider than outside diameter of pipes.
- (e) Backfilling shall be computed on the volume of excavation, according to the foregoing rules less volume of displacement, by foundation walls and footings.
- (f) Sheet piling for banks required in addition to that covered by contract shall be computed on the basis of the additional or lessened board measure or weight of steel required.
- (g) Where rock excavation replaces earth excavation required under the contract, the Local Authority shall be credited with the earth excavation omitted. Boulders of less than 1/2 cubic yard shall not be counted as rock excavation.

- (h) Form work quantities shall be based on contact areas.
- (i) Concrete quantities shall be based on dimensions (sizes) shown on the drawings, or in the event there is no drawing, form actual measurements of the work ordered and performed.

17. Collusive Agreements. Each Bidder is required to submit with his bid an affidavit in the form attached to the Bid Form to the effect that the bidder has not colluded with any other person in regard to any bid submitted.

The Contractor, after the execution of the contract, will be required to submit copies of all bids received by him for all electrical, heating, and plumbing work, together with figures for all such work used by the Contractor in preparing his estimate. The Contractor shall in each contract with a subcontractor for any work in the trades enumerated require the subcontractor to execute an affidavit similar to that which he (the Contractor) is required to execute, and to furnish to the Contractor copies of all subbids or quotations, received by the subcontractor where the amount of the subbid or quotation is in excess of \$500, together with the figure or figures in connection with the work or materials covered by the subbid or quotation used by the subcontractor in making his proposal to the Contractor. All such affidavits, bids and figures shall upon their receipt by the Contractor be delivered to the Local Authority.

18. Discrimination. For the purpose of determining whether discrimination has been made in regard to Negro labor in violation of the provisions of Section 43 of the General Conditions it is hereby provided that if the Contractor pays to the Negro skilled labor at least _____% of the total amount paid in any period of four weeks under the contract for all skilled labor (irrespective of individual trades) and pays Negro unskilled labor at least _____% of the total amount paid in any period of four weeks under the contract for all unskilled labor, it shall be considered as prima facie evidence that the Contractor has not discriminated against Negro labor. (For the information of the Contractor these percentages are based upon percentages of Negro skilled and unskilled building construction laborers employed in the City of _____, as reflected by _____ Census, 193_____.)

19. Estimates of Cost of Dwelling Facilities. The successful bidder will be required to cooperate with the Local Authority and the Architect in a breakdown of his bid price in order to show the division of costs between dwelling facilities and non-dwelling facilities. Definitions of dwelling facilities and non-dwelling facilities are set out in USHA Bulletin No. 4 on Policy and Procedure, Revised June 30, 1939, entitled, "Development Cost of a Low Rent Housing Project".

Contract Form

CONTRACT

THIS AGREEMENT made the _____ day of _____ in the year nineteen hundred thirty _____ by and between _____ hereinafter called the "Contractor", and* _____ hereinafter called the "Local Authority".

WITNESSETH, That the Contractor and the Local Authority for the consideration stated herein agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor and materials and perform all work required for _____

(Description of Work)
in strict accordance with the Specification and the Drawings, all of which are made a part hereof and designated as follows:

(Identify Specification and Drawings.)

ARTICLE 2. Time of Completion. The Contractor shall commence work under this contract on a date to be specified in a written order of the Local Authority and shall fully complete all work thereunder within _____ consecutive calendar days from and including said date.

ARTICLE 3. The Contract Price. The Local Authority shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: _____

(\$ _____). Base Proposal: _____ Dollars

*Note: The Local Authority should be identified in the opening paragraph by its official name, a designation of its corporate status and the law under which it was created, for example, "The Housing Authority of _____

- (a) (a public corporation);
- (b) (a body politic and corporate);
- (c) (a municipal corporation) etc.

created by the Housing Authorities Law of the State of _____."

Alternates:

No. 1 Deduct \$	Add \$
No. 2 Deduct \$	Add \$
No. 3 Deduct \$	Add \$
Subtotal \$	Subtotal \$

Deduct (Add) \$
Contract Price \$

ARTICLE 4. As actual damages for delay in completion are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Local Authority the sum of \$ as fixed, agreed and liquidated damages for each calendar day of delay (not beyond the control of the Contractor) until the work is completed or accepted.

ARTICLE 5. Contract Document. Contract Documents shall consist of the following component parts:

1. General Conditions.
2. Advertisement for Bids.
3. Instructions to Bidders.
4. The Detailed Specifications.
5. The Drawings.
6. Contractor's Bid as accepted by the Local Authority.
7. This Instrument.

This Instrument together with the documents enumerated in this Article 5 form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in any of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 5 shall govern, except as otherwise specifically stated.

Contract Form, Continued

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in _____ original counterparts the day and year first above written.

Contractor

By

Countersigned:

Title

Title

Name of Local Authority

By

Attest:

Title

I, _____, certify that I am the _____
secretary of the corporation named as Contractor herein; that
who signed this Contract on behalf of the Con-
tractor, was then _____ of said corporation; that said Contract
duly signed for and in behalf of said corporation by authority of its
rning body, and is within the scope of its corporate powers.

Corporate
Seal

I HEREBY CERTIFY that, to the best of my knowledge and belief, based upon observation and inquiry, _____ who signed this Contract for the _____ had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

DIRECTIONS FOR PREPARATION OF CONTRACT

1. The blank space of article 1 is intended for the insertion of a statement of the work to be done, together with place of performance or for the enumeration of papers which contain the necessary data.
2. All blank spaces must be filled in or ruled out. The Contract must be dated and the bond must bear the same or subsequent date.
3. An officer of a corporation, a member of a partnership, or an agent, signing for the principal shall place his signature and title after the word "By" under the name of the principal. A Contract executed by an attorney or agency on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney or other evidence of his authority to act on behalf of the Contractor.
4. If the Contractor is a corporation, one of the certificates following the signatures of the parties must be executed. If the Contract is signed by the secretary of the corporation, then the first certificate must be executed by some other officer of the corporation under the corporate seal, or the second certificate executed by a representative of the Local Authority. In lieu of either of the foregoing certificates there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
5. The full name and business address of the Contractor must be inserted and the Contract signed with his usual signature. Typewrite or print name under all signatures to Contract and bond.

**DIRECTIONS FOR PREPARATION AND EXECUTION
OF BID, PERFORMANCE, AND PAYMENT BONDS**

1. The surety on the bond for any bid or for the performance of the contract may be any corporation authorized and qualified to act as surety in the State of _____, or two responsible individual sureties. Each individual surety shall justify in sum not less than the penalty of the bond.

2. A firm as such, will not be accepted as a surety, nor a partner for co-partners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein. Sureties, if individuals, shall be citizens of the United States and residents of _____.

3. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine, Massachusetts, or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.

6. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

7. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

8. Each individual surety shall justify, under oath, according to the form appearing on the bond, before some officer having authority to administer oaths generally. If the officer has an official seal it shall be affixed, otherwise the proper certificate as to his official character shall be furnished.

9. The certificate of sufficiency shall be signed by an officer of a bank or trust company, or by a judge or clerk of a court of record, or any other officer of the United States or the State of _____ acceptable to the Local Authority.

10. The date of the bond must not be prior to the date of the instrument for which it is given.

GENERAL CONDITIONS

(For use where the Architect is
to supervise construction)

1. Definitions. Wherever used in any of the contract documents, the following meaning shall be given to the terms herein defined:

(A) The "Contract" means the contract executed by the Local Authority and the Contractor of which these General Conditions form a part. The entire list of Contract Documents is set forth in the contract form.

(B) The terms "Local Authority" and "Contractor" mean the respective parties to the contract.

(C) The term "USHA" means the United States Housing Authority, an agency and instrumentality of the United States of America created by the United States Housing Act of 1937 (Public No. 412-75th Congress), which (subject to the provisions of a certain Contract for Loan and Annual Contributions, dated _____, between the Local Authority and the USHA) has agreed to purchase certain obligations of the Local Authority to aid in financing the work to be performed under the Contract.

(D) The "Architect" is the person, firm or corporation under contract with the Local Authority for architectural services related to the work.

(E) the term "Construction Adviser" means the person designated by the Administrator of the USHA to perform certain functions in connection with the Contract for Loan and Annual Contributions between the USHA and the Local Authority.

(F) the term "Project" means the housing project, the construction work for which is contemplated in whole or in part under this contract.

(G) the "Drawings" refer to the drawings enumerated in the Specification and the specifications refer to the detailed description of the work.

(H) the Specification is comprised of the following:

Advertisement for bids: bid form, together with forms of bid bond, affidavit, and statement of contractor's qualifications; instructions to bidders; contract form; the performance bond form; general conditions; schedule of drawings; alternates and detailed specifications.

2. Changes in the Work.

(a) The Local Authority may make changes in the work of the Contractor by making alterations therein or by making additions thereto or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any guarantee given by him pursuant to the provisions of the Contract, and without affecting the validity of the guaranty bonds, and without relieving or releasing the Sureties of said bonds. All such work shall be executed under the conditions of the original Contract.

(b) Every change in the work of the Contractor involving a change in the Contract Price shall be broken down to indicate the amounts included therein for dwelling and non-dwelling facilities as the same are defined in U.S.H.A. Bulletin No. 4 on Policy and Procedure, revised June 30, 1939. This break down is to be used for statistical purposes only.

(c) Except for minor modifications in the work not involving extra cost or additional time and not inconsistent with the purposes of the Project, and except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Local Authority countersigned by the Architect authorizing the extra work or change, and no claim for an addition to the contract amount shall be valid unless so ordered.

(d) No order for any changed or extra work involving more than One Thousand Dollars (\$1,000) shall be valid unless, in addition to the counter-signature of the Architect, the order is accompanied by evidence that it has been submitted to and approved by the Construction Adviser. In any change involving the substitution of one type, kind, or design of work for another or one material for another, the cost of the change shall be considered as involving more than One Thousand Dollars (\$1,000) if either (a) the value of the work or materials omitted, or (b) the value of the work or materials substituted exceeds One Thousand Dollars (\$1,000). In no event shall the Local Authority order changes or extras which will, together with the cost of all previous changes or extras increase the contract price in an aggregate amount exceeding 2% of the original contract price without the prior written approval of the Construction Adviser.

(e) The value for the change ordered shall be determined in one of the following methods prior to the issuance of the order for the extra or changed work. The Local Authority will decide which of the methods shall be used.

i. The order shall fix the total lump sum value of the change in the work of the Contractor and shall set out the price which shall be added to or deducted from the contract price, and the number of days, if any, which are to be added to the Time for Completion.

ii. By ascertaining the number of unit quantities of each part of the work which is changed and then multiplying the ascertained number of such unit quantities by the price for a unit quantity thereof.

iii. By ordering the Contractor to proceed with the work and to keep and present in such form as the Architect may direct a correct account of the cost of the extra or change work together with all vouchers therefor. This authorization shall fix an amount which the Contractor guarantees the actual cost of the change will not exceed.

(f) In the event that the Contractor is ordered to proceed in accordance with either Method ii or iii, there shall be added to such cost an allowance for overhead and profit of 15% to the Contractor on all work which he himself performs; 15% shall be allowed to the Subcontractor for his overhead and profit on all work which he does; and an additional amount, not exceeding $7\frac{1}{2}$ percent, shall be allowed to the Contractor for work done by the Subcontractor and superintendent by the Contractor. These percentages shall apply to the net additions of any one change. The cost may include all items of labor or materials, the use of power tools and equipment, power and all items of cost such as public liability and workmen's compensation insurance, pro rata charges for foremen, also social security, old age and unemployment insurance; however, no percentage for overhead and profit will be allowed on items of social security, old age and unemployment insurance. If deductions are ordered, the credits shall be the net cost. Among the items considered as overhead are included insurance other than mentioned above, bond or bonds, superintendent, timekeepers, clerks, watchmen, use of small tools, incidental job burdens, and general office expenses.

(g) Should the Contractor or the Local Authority encounter during the process of the work sub-surface or latent conditions at the site materially differing from those shown on the drawings or indicated in the Specifications, the attention of the Architect shall be called immediately to such conditions before they are disturbed. If the Architect finds that they materially differ from those shown on the Drawings or indicated in the Specifications, he shall at once make such changes in the drawings or specifications as he may find necessary and any increase or decrease in cost or extension of time resulting from such changes shall be adjusted in the same manner as provided for changed or extra work, provided the proper written order signed by the Local Authority and countersigned by the Architect (and if the amount involves more than One Thousand Dollars (\$1,000), or if the change, together with all previous changes, increases the contract price in an aggregate amount of 2% of the original contract price, evidence that the Construction Adviser has approved the same) has been received.

3. Claims for Extra Cost. If the Contractor claims that any instructions by drawings or otherwise involve extra cost or an extension of time, he shall give the Local Authority written notice thereof within ten days after the receipt of such instructions and in any event before proceeding to execute the work. The procedure shall then be the same as provided for in Changes in the Work. No such claim shall be valid unless so made.

4. Inspection. (A) All material and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination, and test by the Local Authority and the Architect at any and all times during manufacture or construction and at any and all places where such manufacture or construction are carried on. The Local Authority shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the premises and satisfactorily replaced with proper material without charge therefor. If the Contractor fails to proceed at once with the correction of rejected defective material or workmanship, the Local Authority may by contract or otherwise have the defects remedied or rejected materials removed from the site and charge the cost of the same against any moneys which may be due to Contractor, without prejudice to any other rights or remedies of the Local Authority in the premises.

(B) The Contractor shall furnish promptly without additional charge, all materials reasonably necessary for any tests that may be required. All tests by the Local Authority shall be performed in such manner as not to unnecessarily delay the work and unless otherwise provided for shall be made at the expense of the Local Authority. Special, full size, and performance tests shall be as described in the specifications. The contractor shall be charged with any costs of additional tests when the material tested does not meet specifications.

(C) If any work be covered up without approval or consent of the Architect or the Local Authority, it must, if requested by the Architect or Local Authority be uncovered at the expense of the Contractor. Should it be considered necessary or advisable by the Local Authority at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, due to fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 per cent, shall be allowed the Contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(D) Inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the specifications; and such inspection and acceptance, unless otherwise stated in the specifications, shall be final, except as regards (i) latent defects, (ii) departures from specific requirements of the contract and the specifications and drawings made a part thereof, (iii) damage or loss in transit, or (iv) fraud or such gross mistakes as amount to

fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site.

5. Final Inspection. When the work is substantially completed the Contractor shall notify the Local Authority (in writing) that the work will be ready for final inspection on a definite date which shall be stated in such notice. Such notice shall be given at least 10 days prior to the date stated for final inspection.

6. Review by USHA. The USHA and its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, pay rolls, records of personnel, conditions of employment, invoices of materials, and other relevant data and records; provided, however, that all instructions and approvals with respect to the work shall be given to the Contractor only by the Local Authority or the Architect.

7. General Guaranty. Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Local Authority shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance unless a longer period is specified. The Local Authority will give notice of observed defects with reasonable promptness.

8. Deduction for Uncorrected Work. If the Local Authority deems it inexpedient to require the Contractor to correct work injured or not done in accordance with the Contract Documents, an equitable deduction from the Contract Price shall be made by agreement between the Contractor and the Local Authority subject to settlement, in case of dispute, as hereinafter provided.

9. Materials and Workmanship. Unless otherwise specifically provided for in the specification, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract are to be of the best grade of their respective kinds for the purpose. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the Architect shall decide the question of equality. The Contractor shall furnish to the Architect for his approval the name of the manufacturer of machinery, mechanical and other equipment, which he contemplates installing, together with their respective performance capacities and other pertinent information. When required by the specifications, or when called for by the Architect, the

Contractor shall furnish the Architect for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when and as directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

The Local Authority or the Architect may require the Contractor to dismiss from the work such employee or employees as the Local Authority or Architect deems incompetent, careless, insubordinate, or otherwise objectionable.

10. Superintendence by Contractor. The Contractor shall give his personal superintendence to the work or have a competent superintendent, satisfactory to the Local Authority or the Architect, on the work at all times during progress with authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

The Contractor shall lay out his own work and he shall be responsible for all lines, elevations, and measurements of the building, grading, paving and other work executed by him under the contract. He must exercise proper precaution to verify the figures shown on the drawings before laying out the work and will be held responsible for any error resulting from his failure to exercise such precaution.

11. Right of Local Authority to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to his employees or his subcontractors, or persistently disregard instructions of the Local Authority or Architect or fail to observe or perform the provisions of the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract Documents, then the Local Authority may, by at least five days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Local Authority in the premises, terminate the Contractor's right to proceed with the work. In such event, the Local Authority may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Authority for any excess cost occasioned to the Local Authority thereby; and in any such case the Local Authority may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. The foregoing provisions are in addition to, and not in limitation of the rights of the Local Authority under any other provisions of the contract documents.

12. Delays--Damages. If the Contractor refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, the Local Authority may, by written notice to the Contractor, terminate his right to proceed with the work or such parts of the work as to which there has been delay. In such event the Local Authority may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Authority for any excess cost occasioned by the Local Authority thereby. If the Contractor's right to proceed is so terminated, the Local Authority may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. If the Local Authority does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the Contractor shall pay to the Local Authority as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth elsewhere in the Contract Documents and the Contractor and his sureties shall be liable for the amount thereof: Provided, That the right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Local Authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and inclement weather, or delays of subcontractors due to such causes: Provided further, That the contractor shall within 10 days from the beginning of any such delay notify the Local Authority in writing of the causes of delay. The Architect shall ascertain the fact and the extent of the delay and the Local Authority shall extend the time for completing the work when in the judgment of the Architect the findings of fact justify such an extension. Where the cause of the delay is due to weather conditions which render the performance of work impossible, an extension of one work day will be given the Contractor for each work day lost by the Contractor because of said weather conditions.

13. Permits and Building Codes. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Local Authority in writing and the Local Authority shall instruct the Contractor as to his further procedure and in the event that any change in the plans and specifications shall become necessary in order to comply with any law, ordinance, rule or regulation, and such change shall involve an increase or decrease in the cost of performance, the contract price will be adjusted as provided in section 2, Changes in the Work, of the General Conditions.

The Local Authority will arrange for the issuance, WITHOUT COST TO THE CONTRACTOR by the appropriate governmental agency, of permits for water, demolition, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, street openings, the repaving of streets and sidewalks and all other building, electrical, plumbing and heating permits necessary under any rule or regulation of the City or any of its agencies and the Contractor shall not include in his bid price the cost of any such permits nor shall he include therein any inspection fees which might otherwise be charged by the City Government or any of its departments or agencies. The Contractor, however, shall make all necessary applications for the securing of any such required permits and shall attend the office of the issuing department or agency and shall receive all such permits before commencing work.

14. Care of the Work. (A) The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered by partial payments made by the Local Authority.

(B) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and Holidays, from the time work is commenced until final completion and acceptance.

(C) In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Authority, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act, if instructed to do so by the Local Authority or the Architect. Any compensation claimed by the Contractor on account of such emergency work shall be determined by the Architect subject to arbitration in case of dispute, as provided in the Contract Documents.

(D) The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, etc., and to avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

(E) Wherever required by law, the Contractor shall shore up, brace, underpin and protect as may be necessary, all foundations and other parts of all existing structures adjacent and adjoining the site which are in any way affected by the excavations or other operations connected with the completion of this project. Whenever any notice is required to be given by the Local Authority or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work, such notice shall be given by the Contractor. The Contractor shall indemnify the Local Authority and save it harmless from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Authority may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

15. Other Contracts. The Local Authority may award other contracts for additional work, and the Contractor shall fully co-operate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Local Authority. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractors.

16. Mutual Responsibility of Contractors. If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Local Authority on account of any damage alleged to have been so sustained, the Local Authority shall notify the Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Local Authority shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

17. Disputes. All disputes concerning questions arising under Sections 35 to 53, inclusive, of these General Conditions shall be decided by the Local Authority and the Local Authority's decision thereon shall be final and binding, except as otherwise specifically provided in this contract.

All other disputes arising under this contract shall be decided by the Architect subject to arbitration as hereinafter provided. If either the Local Authority or the Contractor shall request arbitration of any such dispute, notice of the demand for arbitration shall be filed in writing with the Architect and the other party to the contract. Such notice shall be filed within ten days from the decision or demand concerning which arbitration is requested. In the event no such request for arbitration is filed, the decision or demand shall be considered as final and binding upon the other party to the contract. One arbitrator shall be appointed by the Local Authority and one arbitrator shall be appointed by the Contractor, such appointments being made in writing and communicated to the other party, and, upon receiving such communication, the party receiving the same will appoint his arbitrator and notify the other party of such appointment within a period of five days. In the event the arbitrators so appointed shall not agree within a period of ten days, then a third arbitrator, who shall be a competent and disinterested person, shall be appointed, and the decision of any two of the three arbitrators shall be conclusive. The third arbitrator shall be appointed by the two arbitrators theretofore appointed and acting, or, in case they shall not agree on such third arbitrator within a period of three days, then such third arbitrator shall be appointed by . The Construction

Adviser, however, shall in no case act as an arbitrator. Any decision of the arbitrators shall be in writing and shall be delivered to the parties immediately upon the making of such decision. The arbitrators shall have the right to retain and consult experts and competent authorities skilled in the matter or matters under arbitration. The fees, cost and expense of the arbitrators shall be borne by the party against whom the arbitration is determined, or partially by each party according to the determination if it is not entirely against one party, or, in the case of a determination by compromise, by such party or parties as may be designated by the arbitrators.

Decisions on disputes arising under Sections 35 to 53, inclusive, of the General Conditions, or questions, the final determination of which are otherwise specifically provided for in the contract, shall not be subject to arbitration.

18. Contractor. (A) Only one Contractor is recognized as a party to this Contract, and where the term "Contractor" is used the General Contractor is referred to. For convenience, the Specification has been divided into separate headings or divisions to cover the various trades represented in the work, and where subcontractors, such as "Mason Contractor", "Carpenter Contractor", and other subcontractors are referred to it has been for convenience only.

(B) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, all other services, facilities, and costs of every nature whatsoever necessary to execute and complete the entire work to be done under the Contract Documents and deliver it complete in every respect.

19. Drawings. (A) The general character of the detail work is shown on the Drawings, but minor modifications may be made in the full size drawings or models. The Contractor and the Architect shall from time to time prepare schedules showing the dates on which the various detail drawings will be required, and the Contractor shall not attempt to execute any part of the work requiring such drawings until he has received the same.

(B) Where the word "similar" occurs on the drawings, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work.

(C) Where on any drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated.

(D) In case of differences between small and large scale drawings, the larger scale drawing shall take precedence.

20. Ownership of Drawings and Specifications. Except the Contractor's executed set, all drawings and the Specification are the property of the Local Authority. The Local Authority will furnish the Contractor without charge forty sets of the Drawings and Specifications. Additional sets will be furnished upon request, at a cost as determined by the Local Authority. Such drawings and specifications are not to be used on other work, and those sets in usable condition shall be returned to the Local Authority, upon request, at the completion or cessation of the work or termination of the contract.

21. Shop Drawings. (A) Shop drawings of all fabricated work shall be submitted to the Architect for approval and no work shall be fabricated by the Contractor, save at his own risk, until approval has been given. The Contractor will be advised as to the exact procedure to be followed with respect to the number of prints required, where submitted, letters of transmittal, making corrections, etc. Five (5) prints of finally approved shop drawings will be required.

(B) The Contractor shall submit all shop drawings on dates sufficiently in advance of requirements to enable the Architect ample time for checking same, including time for correcting, resubmission, and recheck if necessary, and no claim for delay will be granted the Contractor by reason of his failure in this respect.

(C) All shop drawings submitted must bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the shop drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though such shop drawings have been approved.

(D) Where a shop drawing as submitted by the Contractor indicates a departure from the Contract which the Architect deems to be a minor adjustment in the interest of the Local Authority not involving a change in Contract price or extension of time, the Architect will approve the drawing but the approval will contain, in substance, the following:

The modification shown on the attached drawings is approved in the interest of the Local Authority to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the

contract price or time; that it is subject generally to all contract stipulations and covenants; and that it is without prejudice to any and all rights of the Local Authority under the contract and bond or bonds.

(E) The approval of shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error which may exist.

22. Reference to Materials by Name. Specific reference in the specification to any article, device, product, material, fixture, form, or type of construction, etc. by name, make or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition, and the contractor, in such cases, may at his option use any article, device, product, or material, fixture, form or type of construction, which in the judgment of the Local Authority is equal to that named.

23. Communications. (A) All notices, demands, requests, instructions, approvals, and claims must be in writing.

(B) Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Bid (or at such other office as the Contractor may from time to time designate to the Local Authority in writing) or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

(C) All papers required to be delivered to the Local Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the

and any notice to or demand upon the Local Authority shall be sufficiently given if delivered to the office of said _____, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in either of said last two cases to said _____ at such address, or to such other representative of the Local Authority or to such other address as the Local Authority may subsequently specify in writing to the Contractor for such purpose.

(D) Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegrams) at the time of actual receipt, as the case may be.

24. Temporary Heating. (A) The Contractor shall provide temporary heating, covering, and enclosures as necessary and to the satisfaction of the Local Authority to protect all work and material against damage by dampness and cold and facilitate completion of the work.

Temporary heating, covering, enclosures, and ventilation, shall be provided as required to dry out the buildings properly.

(B) The Contractor shall supply such heating equipment as may be required. He may utilize, with the approval of the Local Authority, the heating equipment to be installed under the Contract Documents, or such portions thereof as are ready and available, provided that he shall leave the same in proper and acceptable condition upon completion of the work. The fuel, equipment, and method of heating shall be at all times satisfactory to the Local Authority.

25. Temporary Toilet Accommodations. The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen; toilets shall be placed at the time work starts. These temporary toilet facilities shall be placed where directed by the Local Authority and maintained as required by the local health ordinances. He shall provide the necessary temporary enclosures to accommodate the toilets. The toilets shall be maintained in a sanitary condition and contents removed from premises as often as required.

26. Removal of Debris, Cleaning, etc. The Contractor shall, as directed during the progress of the work, remove and properly dispose of the resultant dirt and debris, and keep the premises reasonably clear. Upon completion of the work he shall remove all equipment and unused materials provided for the work, and put the buildings and premises in a neat and clean condition, and do all cleaning and washing required by the Specification.

27. Use of Premises. (A) The Contractor shall confine his apparatus storage of materials, and construction operations to the limits indicated by ordinances or permits, or as may be directed by the Local Authority or the Architect, and shall not unreasonably encumber the premises with his materials.

(B) The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

(C) The Contractor shall enforce any instructions of the Local Authority or the Architect regarding signs, advertising, fires, danger signals, barricades, and smoking.

28. Subcontracts. (A) The Contractor shall not award any work to any subcontractor without prior written approval of the Local Authority, which approval will not be given until the Contractor submits to it a

written statement concerning the proposed award to the subcontractor, the statement to contain such information as the Local Authority shall require. No subcontractor shall be disapproved except for cause.

(B) The Contractor shall be as fully responsible to the Local Authority for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(C) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents in so far as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Local Authority may exercise over the Contractor under any provisions of the Contract Documents.

(D) Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Local Authority.

29. Fitting and Co-ordination of the Work. The Contractor shall be responsible for the proper fitting of all work and for the co-ordination of the operations of all trades, subcontractors, or materialmen engaged upon the work. He shall be prepared to guarantee to each of his subcontractors the dimensions which they may require for the fitting of their work to all surrounding work and shall do, or cause his agents to do, all cutting, fitting, adjusting, and patching necessary to make the several parts of the work come together properly and to fit the work to receive, or be received by, that of other Contractors.

30. Patents. The Contractor shall hold and save the Local Authority, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Authority, unless otherwise specifically stipulated in the Contract Documents.

31. Warranty of Title. No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all materials, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises together with all improvements and appurtenances constructed or placed thereon by him to the Local Authority free from any claims, liens, or charges and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon the

premises or any improvement or appurtenance thereon, provided that this shall not preclude any contractor from installing metering devices and other equipment of utility companies or of municipalities, the title to which is commonly retained by the utility company or the city. In the event of the installation of any such metering device or equipment, the contractor shall advise the Local Authority as to the owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Authority. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

32. Construction Schedule and Periodical Estimates. Immediately after execution and delivery of the contract, the Contractor shall deliver to the Local Authority a building progress schedule in form satisfactory to the Local Authority showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Local Authority, (1) a detailed estimate giving a complete breakdown of the contract price and (2) periodical itemized estimates of work done for the purposes of making partial payments thereon. The values employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

33. Payments to Contractor. (A) Partial payments will be made as the work progresses on not later than the fifteenth day of each calendar month for work done during the preceding calendar month on estimates certified to by the Architect and signed by the Local Authority. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration. Estimates for monthly payments must be submitted at least ten (10) days in advance of the date set for payment.

(B) In making such partial payments for the work there shall be retained 10% of the estimated amount until final completion and acceptance of all work covered by the contract: Provided, however, that after 50% of the work has been completed, if the Architect certifies that satisfactory progress is being made, the Local Authority shall make the remaining partial payments in full for the work subsequently completed.

(C) All material and work covered by partial payments made shall thereupon become the sole property of the Local Authority, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work

upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Local Authority to require the fulfillment of all terms of the contract.

(D) Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract shall be paid upon certification by the Architect and approval by the Local Authority, after the contractor shall have furnished the Local Authority with a release of all claims against the Local Authority arising under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein, provided, the amounts of such excepted claims are not included in the voucher for final payment.

The Local Authority may before making any payment require the Contractor to furnish releases or receipts from all persons performing work and supplying material to the Contractor, if the Local Authority deems the same necessary in order to protect its interest. The Local Authority, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties on any bond or bonds furnished under this contract.

The Local Authority may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Authority against any claims that may be urged against the Local Authority and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or materialmen, for labor or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Local Authority and shall not require the Local Authority to determine or adjust any claims or disputes between the Contractor and his subcontractors or materialmen, or to withhold any moneys for their protection unless the Local Authority elects so to do. The failure or refusal of the Local Authority to withhold any moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.

34. Office Facilities. The Contractor shall maintain during the construction of the Project adequate facilities at the site thereof for the use of the Local Authority's representatives, the Architect, the Construction Adviser and such other agents or representatives of the USHA as may be assigned to the review of the Project.

(There should be here specified in some detail the facilities required by the Local Authority, the Architect and the USHA.)

35. Signs. The Contractor shall erect on the site of the Project at points and in positions to be designated by the Local Authority (with the concurrence of the Construction Adviser), _____ signs of such dimensions and specifications as the Local Authority shall designate (with the concurrence of the Construction Adviser). Such signs shall bear the following legend:

On this Site

(Name of Project)

A Low-Rent Housing Project

is being developed by

(Name of Local Authority)

under loan contract with

FEDERAL WORKS AGENCY

UNITED STATES HOUSING AUTHORITY

(The material, size, color, etc., and number of signs should be specified.)

36. Convict-Made Materials. No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this contract.

37. Domestic and Foreign Materials. Except for materials listed in this section, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States of America, and only such manufactured articles, materials, and supplies as have been manufactured in the United States of America substantially all from articles, materials, or supplies, mined, produced or manufactured, as the case may be, in the United States of America, shall be employed under this contract in the construction of the project.

The following materials have been exempted by the USHA from the foregoing provision:

cork	hemp
jute	mica
rubber	flax
carnauba wax	asbestos
antimony	tungsten
tin	chromium
nickel	manganese ore 35% and over
natural nickel alloys	titanium
sisal	

38. Accident Prevention. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with 148166 H-3

the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

39. Wage Rates. (A) The Contractor and each Subcontractor shall pay to all architects, technical engineers, draftsmen, technicians, laborers and mechanics, engaged under this contract in work on or about the site of the project, not less than the wages or fees prevailing in the locality of the Local Authority, as determined or adopted [subsequent to a determination under applicable State (or territorial) law] by the USHA.

(B) A statement of all wages or fees so determined or adopted and all authorized deductions, if any, from unpaid wages or fees actually earned and the hours of work established pursuant to the provisions of Section 41, shall be posted at appropriate conspicuous points on the site of the Project. If any Contractor or Subcontractor finds it necessary or desirable to exceed the wage rates specified, any expense incurred by the Contractor or Subcontractor because of payment of wages in excess of those specified, shall not be cause for any increase in the amount payable under this contract. The Local Authority will not consider any claim for additional compensation made by the Contractor or any Subcontractor because of such payments.

(C) The following minimum wage rates have been determined and adopted in accordance with the foregoing provisions and not less than the rates as listed herein shall be paid to the following trades and occupations.*

Classification:	Rate per hour
Air Compressor Operators	_____
Air Hammer Operators	_____
Asbestos Workers	_____
Asbestos Workers' Helpers	_____
Asbestos Workers' Improvers	_____
Asphalt Rakers	_____
Asphalt Tampers and Smoothers	_____
Blacksmiths	_____
Blacksmiths' Helpers	_____
Boilermakers	_____
Boilermakers' Helpers	_____
Bricklayers	_____
Bricklayers' Apprentices	1) 2) year 3)
Brick Pavers	_____
Brick Tenders	_____
Burners (Oxyacetylene)	_____
Carpenters	_____
Carpenters' Apprentices	1) 2) year 3)

* This list must be amended to cover each particular contract.

Classification:	Rate per hour
Cement Finishers	_____
Curb Setters - Stone	_____
Dampproofers	_____
Electrical Lineman	_____
Electricians	_____
Electricians' Helpers (Apprentices)	_____
Elevator Constructors	_____
Elevator Constructors' Helpers	_____
Engineers	_____
Engineers' Apprentices	_____
Firemen	_____
Glaziers	_____
Granite Cutters	_____
Hod Carriers	_____
Ironworkers - Ornamental and Bronze	_____
Ironworkers - Structural	_____
Ironworkers' Apprentices - Structural	_____
Laborers - Common (Paving)	_____
Laborers - Concrete (Paving)	_____
Laborers - Building	_____
Lathers - Metal	_____
Lathers - Wood	_____
Linoleum Layers	_____
Marble Masons, Slate and Structural Glass Workers	_____
Marble Masons, Slate and Structural Glass Workers' Helpers	_____
Mosaic and Terrazzo Workers	_____
Mosaic and Terrazzo Workers' Helpers	_____
Oilers and Greasers	_____
Operators - Cement and Concrete Mixer (Under 21E)	_____
Operators - Cement and Concrete Mixer (21E and Over)	_____
Operators - Crane, Clamshell, Drag Line	_____
Operators - Derrick	_____
Operators - Trenching Machine	_____
Operators - Backfilling Machine	_____
Operators - Bulldozer	_____
Operators - Hoist (Enginemen) - One Drum	_____
Operators - Hoist (Enginemen) - Two Drum	_____
Operators - Machine Road Grader	_____
Operators - Power Shovel (Enginemen)	_____
Operators - Trucks	_____
Operators - Pile Drivers	_____
Operators - Roller Road	_____
Operators - Pumps	_____
Operators - Tractor 50 H.P. and under	_____
Operators - Tractor over 50 H.P.	_____
Painters and Decorators	_____
Painters - Steel Painting	_____
Plasterers	_____
Plasterers' Apprentice	1) 2) year 3)

Classification:

Rate per hour

Plasterers' Laborers and Tenders _____
 Plumbers _____
 Plumbers' Apprentices _____
 Reinforcing Steel Setters - Building _____
 Reinforcing Steel Setters - Paving _____
 Rock Blasters _____
 Rock Drillers _____
 Rock Powdermen _____
 Roofers - Composition _____
 Roofers - Composition - Kettlemen _____
 Roofers - Composition - Apprentices _____
 Roofers - Slate and Tile _____
 Sewermen _____
 Sheet Metal Workers _____
 Sheet Metal Workers' Apprentices 1)
 2) Yrs.
 3)
 Sheet Metal Workers' Helpers _____
 Sprinkler Fitters _____
 Sprinkler Fitters' Helpers _____
 Steam Fitters _____
 Steam Fitters' Apprentices 1)
 2) Yrs.
 3)
 Steam Fitters' Helpers _____
 Stone Masons _____
 Stone Masons' Helpers _____
 Teamsters _____
 Tile Layers _____
 Tile Layers' Helpers _____
 Watchmen _____
 Water Boys _____

Architectural and EngineeringRate Per Day or Per Week

Electrical Engineer
 Mechanical Engineer
 Asst. Engr. (Chief Draftsman)
 Junior Engineer
 Draftsman

Land Surveying

Field Engineer
 Chief of Party
 Transitman
 Rodman

(D) If after the award of the contract, it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than such hourly rate or wage as shall be approved by the United States Housing Authority, and such minimum wage rates shall be retroactive to the time of the initial employment of such person in such trade or occupation. The contractor shall notify the Local Authority of his intention to employ persons in trades or occupations not listed herein in sufficient time for the Local Authority to obtain wage rates for such trades.

(E) The wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeymen mechanics. The ratio of persons working in such capacity (i.e., as apprentices) to journeymen shall not exceed the ratio of apprentices to journeymen which is found by the Local Authority and the USHA to be prevailing in the locality for the trades or occupations involved. The terms and conditions of the employment of the apprentices by the contractor shall also conform to one or more of the following: (a) the standards recognized by the United States Department of Labor and established by joint committees of employers and employees, if such committees have been set up; (b) a written agreement with the apprentice which provides for not less than 4,000 hours of reasonably continuous employment for such apprentice, for his participation in an approved schedule of work experience through employment, and for at least 144 hours per year of related supplemental instructions; (c) a written agreement between the contractor and an employee organization governing the conditions under which he is to employ apprentices. In addition to complying with such standards or agreements, the contractor shall also comply with any existing State or local laws governing the employment of apprentices.

40. Weekly Payments. Every employee of the contractor or a subcontractor shall be paid in full less deductions made mandatory by law not less often than once each week and in lawful money of the United States, or by check if the Contractor provides or secures convenient and satisfactory facilities approved by the Local Authority for the changing of the same without cost or expense to the employee, in the full amount accrued to each individual at the time of closing of the pay roll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deductions or rebates on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process.

41. Hours of Work. Except in

(i) Emergencies, which are defined as unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done on the Project or which endanger life or property and call for immediate action or remedy; or

(ii) Special and unusual circumstances rendering it infeasible or impracticable to require adherence to the applicable limitations of hours herein set forth,

skilled, semiskilled, and unskilled workers employed in the development of the Project shall not be permitted to work thereon more than 8 hours per day nor more than 40 hours per week, nor shall clerical or other non-manual workers be permitted to work thereon more than 48 hours per week, nor shall architects, technical engineers, draftsmen, and technicians employed on a salary or time basis be permitted to work more than _____ hours per week. Provided, that the limitations herein set forth shall not apply to executive, supervisory and administrative employees, as such. Where emergencies or special and unusual circumstances exist, the Local Authority will require that at least time and a half be paid for hours of work in excess of the limits prescribed above. In the event there is a State or local law applicable to any or all of the foregoing classes of employees prescribing hours of work not in excess of the hours above prescribed, the contractor shall require that, in lieu of the above requirements applicable to such class or classes, the State or local law be complied with.

42. Claims and Disputes Pertaining to Classification of Labor. In the event of any claim or dispute pertaining to the classification of labor employed on the Project, the Local Authority will require that each employee involved be properly classified in accordance with the classification as determined or adopted (subsequent to determination under applicable State or Territorial law) by the USHA.

43. Qualifications for Employment. No persons under the age of sixteen (16) years and no convict labor shall be employed in the development of the Project. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed in the development of the Project: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. There shall be no discrimination because of race, creed, color, or political affiliations, in the employment of persons for work on the Project.

44. Collective Bargaining. All employees engaged in the development of the Project shall have the right to self organization; to form, join, or assist labor organizations; to bargain collectively through representatives of their own choosing; and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. The Contractor (including any Subcontractor and any person acting in his or their behalf, directly or indirectly) shall not interfere with, restrain or coerce such employees in the exercise of such

rights; shall not dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it; shall not discharge or otherwise discriminate against any employee because he has filed charges or given testimony that the Contractor, or any Subcontractor, has violated any of the terms of his contract; shall not refuse to bargain collectively with the representatives of their employees; shall not, by discrimination in regard to hire or tenure of employment or any term or condition of employment encourage or discourage membership in any labor organization; Provided, That nothing herein contained shall preclude any Contractor or employer from making an agreement with a labor organization to require, as a condition of employment, membership therein, if such labor organization is the representative of the employees (or prospective employees) in an appropriate collective bargaining unit covered by such an agreement when made, and if the Contractor or employer has not participated in the formation or administration of such labor organization or assisted it by financial or other support.

45. Persons Entitled to Benefits of Labor Provisions. The contractor and each subcontractor shall extend to every person who performs for him the work of a laborer or a mechanic on the Project, or on any part thereof, the benefits of the labor and wage provisions of this contract regardless of any contractual relationship between the contractor and such laborer or mechanic, or between any subcontractor and such laborer or mechanic.

46. Contract Security. The Contractor shall furnish a surety bond (form attached) in an amount at least equal to 50 per cent of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this contract.

47. Insurance. (A) The Contractor shall provide adequate workmen's compensation insurance for all labor employed on the Project who may come within the protection of such laws and shall provide, where practicable, employers' general liability insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the Local Authority shall be given. Said insurance shall be written with such company as may be acceptable to the Local Authority and the policy shall be submitted to the Local Authority for examination. Satisfactory certificates of said insurance shall be filed with the Local Authority in duplicate prior to the commencement of operations by the Contractor. The Contractor will be charged with the responsibility for proper and adequate workmen's compensation coverage for all his subcontract operations, and in the event the Contractor's policy does not cover each and every subcontractor, certificates of

insurance issued on policies by companies that may be acceptable to the Local Authority covering each and every subcontractor shall be filed with the Local Authority prior to the Commencement of such subcontract operations.

(B) The Contractor shall also carry manufacturers and contractors public liability insurance against injury to members of the public from accidents which may arise from operations performed under the Contract. Such insurance shall be in the amount of \$20,000 for the injury of one person in one accident, and \$40,000 to any number of persons in one accident. The insurance shall be placed with such company as may be acceptable to the Local Authority. The policy shall be submitted to the Local Authority for examination and satisfactory certificates of said insurance shall be filed with the Local Authority in duplicate prior to the commencement of operations by the Contractor. The Contractor will be charged with the responsibility for similar public liability protection for all his subcontract operations, and in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Local Authority covering each and every subcontractor shall be filed with the Local Authority prior to the commencement of such subcontract operations.

(C) The Contractor shall effect and maintain builder's risk insurance against loss by fire, lightning, windstorm, cyclone, tornado, and hail, explosion, riot, riot attending a strike, aircraft, smoke and vehicle damage, upon all work in place and all materials stored at the building site, whether or not covered by partial payments made by the Local Authority. This insurance shall be in an amount equal to the full insurable value thereof at all times and shall be for the benefit of the Local Authority, the Contractor, and each subcontractor as their interest may respectively appear. This insurance shall be placed with such company or companies and where practicable reinsured with such other company or companies as may be acceptable to the Local Authority. The Local Authority shall be furnished with a certified copy of the policy and with certificates of said insurance, in duplicate, as soon after the work has started as is practicable and in any event prior to the issuance of the first certificate for partial payment under the Contract. Each month, during the life of the Contract, the Contractor shall furnish, to the Local Authority certification in duplicate by the insurer evidencing the fact that the policy (or policies) remains in force and stating the basis upon which the monthly premiums are based.

(D) In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same are not satisfactory to the Local Authority, the Contractor will secure other policies or certificates in form and amount, and with companies satisfactory to

the Local Authority. The Contractor shall not cause any policies to be cancelled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Local Authority stating when, not less than 10 days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applied, the expiration date and the above mentioned notice of cancellation clause.

48. Reports to U. S. Department of Labor. The Contractor shall furnish to the United States Department of Labor, as early as practicable, the names and addresses of all of his subcontractors. The Contractor and each subcontractor shall report monthly to said Department no later than the 5th day following the close of each calendar month, on forms furnished by said Department, the number of persons on their respective pay rolls, the aggregate amount of such pay rolls, the total man hours worked, and itemized expenditures for materials.

49. Pay Rolls. The Contractor and each subcontractor shall prepare his pay roll on forms prescribed by the USHA and in accordance with instructions to be furnished with these forms. The forms will be furnished by the USHA through the Local Authority. Not later than the 7th day following the payment of the wages, each such contractor shall submit to the Local Authority for transmittal to the USHA, a certified legible copy of each such pay roll duly sworn to in accordance with the "Regulations Issued Pursuant to So-Called Kick-Back Statute" which Regulations are set forth in the next following paragraph. An additional conformed copy of each such pay roll shall be furnished for the Local Authority's records.

50. Kick-Back Statute and Regulations.

(1) The so-called Kick-Back Statute is Public, No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), and reads as follows:

AN ACT to effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

BE IT ENACTED BY THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA IN CONGRESS ASSEMBLED, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever, shall be fined not more than \$5,000, or imprisoned not more than five years, or both.

Section 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building or work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week.

(2) Section 9 of Reorganization Plan No. IV, Effective June 30, 1940, in Accordance with Section 4 of H. J. Res. 551 (Public Res. No. 75), Approved June 4, 1940

Sec. 9. Transfer of certain functions relating to enforcement of wage payments on public construction. The functions of the Secretary of the Treasury and the Secretary of the Interior under section 2 of the act of June 13, 1934, entitled "An act to effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes" (48 Stat. 948), are transferred to the Secretary of Labor, and shall be administered by him or under his direction and supervision by such agency in the Department of Labor as the Secretary shall designate.

(3) Regulations Issued Pursuant to So-Called Kick-Back Statute. The following regulations have been issued by the Secretary of Labor pursuant to the provisions contained in the so-called Kick-Back Statute (48 Stat. 948) and in section 9 of Reorganization Plan No. IV, effective June 30, 1940, in accordance with section 4 of H. J. Res. 551 (Public Res. No. 75), approved June 4, 1940.

Section 1. Weekly affidavit with respect to wages. (a) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or work, or building or work financed in whole or in part by loans or grants from the United States shall furnish each week an affidavit with respect to the wages paid during the preceding week.

(b) Said affidavit shall be executed and sworn to by the contractor or subcontractor or by the authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be in the following form:

State of _____
County of _____ ss.

I _____ (name of party signing affidavit _____ (Title), being duly sworn, do depose and say: That I pay or supervise the payment of the persons employed by _____ (contractor or subcontractor) on the _____ (building or work); that the attached pay roll sets out accurately and completely the name, occupation, and hourly wage rate of each person so employed for the weekly pay roll period from the _____ day of _____, 194____, to the _____ day of _____, 194____, the total number of hours worked by him during such period, the full weekly wages earned by him and any deductions made from such weekly wages, and the actual weekly wages paid to him; 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 as set out on the attached pay roll; and that no deductions, other than the permissible deductions (as defined in the Regulations under the "Kickback" Act (48 Stat. 948)) described in the following paragraph of this affidavit, have been made or will be made, either directly or indirectly, from the full weekly wages earned as set out on the attached pay roll.

(Paragraph describing deductions, if any)

(Signature and Title)

Sworn to before me this _____ day of _____, 194____.

(c) Each weekly affidavit with attached pay roll shall be delivered within seven (7) days after the regular payment date of the pay roll to the Government representative in charge at the site of the building or work, or, if there is no such Government representative, shall be mailed within such time to the Federal agency contracting for or financing the building or work. After such examination and check as may be made, such affidavit and pay roll, or a copy thereof, together with a report of any violation, shall be transmitted by such Federal agency to the United States Department of Labor at Washington, D. C., unless otherwise arranged with the Department.

(d) At the request of the Federal agency contracting for or financing the building or work, the contractor or subcontractor shall furnish and deliver, together with the original, a copy of the affidavit and pay roll required by this section.

Section 2. Definitions. As used in the foregoing section (a) The words "construction, prosecution, completion, or repair" comprehend all types of work done on the particular building or work at the site thereof including, without limitation, altering, remodeling, painting and decorating, and fabricating, assembling and installing articles, apparatus and equipment used on or installed in the building or work. They comprehend also the transporting of materials and supplies to or from the building or work, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor engaged in work at the site.

(b) The words "building or work" include, without limitation (in addition to buildings) structures and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, ships, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping work. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not the United States acquires title to such materials, articles, supplies, or equipment during the course of the manufacturing or furnishing or owns the materials from which they are manufactured or furnished) is not a "building or work" within the meaning of these regulations.

(c) The term "permissible deductions" includes (1) deductions required by statute, such as the Social Security Act, or by court order; and (2) deductions from wages of persons permanently employed by shipbuilding companies and by concerns such as public utilities not normally engaged in performing construction contracts, for death, disability, sickness, hospitalization, retirement, or unemployment insurance: Provided, That the total amount of such deductions is paid for premiums to insurance companies or mutual benefit associations neither directly nor indirectly under the control of the contractor or subcontractor and that no portion of such premiums, whether in the form of a commission or otherwise, is returned to the contractor or subcontractor; and Provided further, That such deductions have been voluntarily agreed to by such employees in writing and in advance. No other deductions are permissible within the meaning of these regulations, including, without limitation, deductions for board, lodging, commissary purchases, hospitalization benefits, hospital bills, voluntary wage

assignments, group insurance, rentals, loans, or loss of tools. Bona fide cash wage advances are permissible.

(d) The term "Federal agency" includes all executive departments, independent establishments, agencies and instrumentalities of the United States, corporations all of the stock of which is beneficially owned by the United States, and the District of Columbia.

Section 3. Notice to contractors. Contracts entered into after the effective date of these regulations shall contain provisions appropriate to bind the contractors to comply with the requirements of the regulations if applicable.

Section 4. Effective date; existing regulations superseded. These regulations shall be effective sixty (60) days after publication thereof in the Federal Register and shall supersede from that date the regulations and amended regulations issued jointly by the Secretary of the Treasury and the Secretary of the Interior on January 8, 1935, and March 27, 1937, respectively (24 CFR 604; 41 CFR 21); Provided, That the parties to contracts or subcontracts entered into prior to the effective date may, if they so agree, comply with these regulations instead of with the superseded regulations at any time after publication of these regulations in the Federal Register. (These regulations were published in the Federal Register on March 1, 1941 (6 F.R., 1210).)

51. Wage Claims and Adjustments. In cases of underpayment of wages by any contractor, the Local Authority will withhold from such contractor out of payments due an amount sufficient to pay persons employed on the work covered by his contract the difference between the wages required to be paid under the contract and the wages actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Authority, for and on account of the contractor, to the respective employees to whom they are due.

52. Interest of Member of Congress. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit to arise therefrom provided this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

53. Assignment. Neither this contract nor any part thereof shall be assigned by the Contractor to any person, firm or corporation without the prior written approval of the Local Authority to such assignment. This provision shall not preclude the Contractor from subletting parts of the work in accordance with the general practice of the building trades.

USHA SUGGESTED SPECIFICATIONS

ALTERNATES

NOTE TO ARCHITECT (do not copy):

Alternate Bids complicate bidding and the evaluation of bids. It is strongly recommended that when unavoidable they be kept to a minimum in number. Attention is directed to the discussions on alternate bids given in Bulletins on Policy and Procedure:

Bulletin No. 13 - Paragraph "J"

Addendum No. 1 - Section "2"

Bulletin No. 15 -

Addendum No. 1 - Section "II"

Addendum No. 1 - Section "X" - Paragraph 4

However, when alternate bids are unavoidable and are required in the "Bid Form", they should be specified in detail at this point in the Specification. Care should be exercised to cover the requirements for all related items of work which are affected, and to avoid conflicts.

USHA SUGGESTED SPECIFICATIONS

SCHEDULE OF DRAWINGS

NOTE TO ARCHITECT (do not copy):

This form for listing the drawings is suggested. All drawings should be dated alike and that date shown on the schedule.

(Drawings dated (.....))

ARCHITECTURAL

Drawing No.	Description
A-1	Site Plan
A-2	Block Plan A
A-3	Block Plan B
A-4	Street and Yard Work
A-5	Retaining Walls
A-6	Plans-Buildings Nos.....
A-7	Elevations-Buildings Nos.....
A-8	Wall Details
A-9	Details-Exterior
A-10	Details-Interior

STRUCTURAL

S-1	Foundation Plans
S-2	Typical Details

PLUMBING

P-1	Site Plan
P-2	Block Plan A
P-3	Block Plan B
P-4	Unit Plan
P-5	Details

HEATING

H-1	
H-2	
H-3	
H-4	
H-5	

ELECTRICAL

E-1	
E-2	
E-3	
E-4	
E-5	

LANDSCAPE

L-1	
L-2	
L-3	
L-4	

USHA SUGGESTED SPECIFICATIONS SAMPLES, CERTIFICATES AND TESTS

NOTE TO ARCHITECT (do not copy):

This section should be modified and simplified to conform to the project's requirements.

(1) The provisions of this section are applicable to all materials submitted or delivered for use on the project, except items under Lawns and Planting Divisions of the specification, structural tests on materials in place and all tests definitely specified in other sections of the specification.

(2) All material, equipment and accessories entering into the work are subject to the approval or disapproval of the local authority as to compliance with contract terms. Submit samples herein required after the award of the contract and acceptance of the Contractors' Bonds to a location designated by the local authority, with all transportation charges prepaid. No samples are required to be submitted with the bid documents. Submit all samples in ample time for proper consideration and action. The minimum time required for making tests is generally twenty days after receipt of the sample.

(3) No material shall be delivered to the site for use until representative samples have been approved in writing by the local authority.

(4) Pack samples so as to reach their destination in good condition; ship samples in paste or liquid form in tight metal containers.

(5) Label, or otherwise properly mark, samples designating the material or product represented, its grade, its place of origin, the name of its producer, the name of the contractor and the name and symbol of the project for which intended.

(6) Submit to the local authority, in triplicate, a certificate describing each sample submitted for approval, certifying that the material, equipment, or accessory submitted

complies with contract requirements, and include the following information, except that for materials required and certified to conform with Federal Specifications or A.S.T.M. standards, physical and chemical data detailed in (c) will not be required:

(a) Name and brand of the product, name of manufacturer and location of manufacturing establishment.

(b) Name and location of at least two structures on which substantial quantities of the material represented by the sample were used.

(c) An outline giving pertinent chemical and physical data, showing chemical and physical properties of the material represented by the sample submitted and giving the name of the laboratory or testing authority which obtained the data, with the date of the tests.

(d) If the statement originates with the producer, the contractor shall endorse all claims and submit the statement in his own name; he shall also guarantee that all materials furnished for use on the project will be in compliance with the samples and certified statements.

(7) Approval of any material shall be general only and shall not constitute a waiver of the local authority's right to demand full compliance with contract requirements. After actual deliveries, the local authority will make such check tests as it deems necessary in each instance and may reject materials, equipment and accessories for cause, even though such materials and articles have been given general approval. Such samples as may be required for check tests are to be furnished by contractor without extra charge. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the local authority shall have the

right to cause their removal and replacement by proper materials or to demand and secure such reparation by the contractor as is equitable.

(8) Wherever materials are required to comply with Federal Specifications or any other "Standard", such specification shall be accepted as establishing the technical qualities and testing methods. They shall not govern the number of tests required to be made. The number of tests required on material delivered for use shall in all cases be at the discretion of the local authority. It may require laboratory tests on samples submitted for approval or it may approve materials on the basis of data submitted in certificates with the samples. Tests will be made on materials delivered for use only as frequently as the local authority considers necessary to insure compliance of materials used with contract requirements.

(9) The cost of testing materials to check for compliance with specification requirements will be borne by the local authority as ordered by it, except for retesting, (see paragraph 17), at contractor's expense.

(10) The contractor shall have the option of furnishing materials complying with A.S.T.M. Standards or Federal Specifications where such exist.

(a) Where compliance with a definite Federal Specification or A.S.T.M. Standard is required it shall be interpreted as requiring compliance with the latest revision, reissue or amendment thereof at the date of the contract.

(b) A.S.T.M. STANDARDS may be obtained at a nominal cost from the American Society for Testing Materials, 260 S. Broad Street, Philadelphia, Pa.

(c) FEDERAL SPECIFICATIONS may be obtained at a nominal cost from the Superintendent of Documents, Washington, D.C.

(11) Ordinarily tests will be made at the discretion of the local authority but they may also be made at the request of the United States Housing Authority.

(12) The approval of any sample shall be only for characteristics, or for the use specified in such approval, and no other.

(13) No approval of a sample shall be taken in itself to change or modify any contract requirements.

(14) When a material has been approved, no change in brand or make will be permitted unless:

(a) The manufacturer cannot make satisfactory delivery; or

(b) The material delivered fails to comply with the contract requirements.

(15) Samples of materials and equipment not subject to destruction tests when approved by local authority will be sent to project and kept there until completion of the work. They may be built into the work after a substantial quantity of the materials they represent have been built in and approved: provided they are marked and recorded for identification.

(16) Samples that are not approved will be returned to contractor only upon his request and at his expense; if return of such samples is not requested within 90 days after rejection or disapproval, they will be treated as unclaimed material.

(17) Failure of samples to meet contract requirements will be sufficient cause for refusal to consider, under this specification, any further samples from manufacturers whose materials have failed. The cost of additional tests, if material fails to meet contract requirements, will be charged to the contractor.

(18) The following samples and certificates related to them shall be submitted to the local authority.

(a) The quantities stated are the least that can be considered.

SAMPLES TO BE SUBMITTED FOR APPROVAL

The quantities shown are twice that required for tests in order to provide for duplicate samples to be retained by local authority.

USHA SUGGESTED SPECIFICATIONS

SAMPLES, CERTIFICATES, AND TESTS

NOTE TO ARCHITECT (do not copy):

In order to avoid conflict in the specification this section must be modified to conform to the requirements of the individual project. Federal Specifications have been designated for most materials in the list. There are A.S.T.M. standards applicable to many of them and the architect may substitute A.S.T.M. standards at his discretion.

ITEM	MATERIAL	APPLICABLE FEDERAL SPECIFICATION	SIZE OF SAMPLE	APPLICABLE FEDERAL SPECIFICATION	SIZE OF SAMPLE
1. Aluminum, Alloy		QQ-A-371	2 pieces - each 12" long - preferably test coupon	13. Brick (facing)	SS-B-656 Grade M
2. Anchors		---	5 each kind	14. Brick (fire clay)	HH-B-671b Specify (refer also to division "Heating")
3. Aluminum Rod or Wire		QQ-A-351a	2 pieces - each 12" long - preferably test coupon	15. Brick (Paving)	A.S.T.M. C7-38T
4. Aluminum Tubing		WW-T-788	8 pieces - each 18" long	16. Brick (Radial)	-----
5. Asphalt (Emulsion)		SS-A-674	2 quarts	17. Calking Compound	-----
6. Asphalt Mastic to be used hot		SS-A-706	2 quarts	18. Cement, Bituminous Plastic	SS-C-153 Type II
7. Asphalt, Primer		SS-A-701	2 quarts	19. Cement (Keene's)	SS-C-161
8. Asphalt Tile		SS-T-306	20 tile each color	20. Cement (Magnesia)	HH-M-61 Type 4
9. Asphalt cement		---	2 quarts	21. Cement, Cold setting or High Temperature	-----
10. Asphalt: waterproofing and dampproof- ing and roof- ing (specify type, class, and grade)		SS-A-666	2 quarts	22. Cement, Masonry	SS-C-181b
11. Brass		QQ-B-611a QQ-B-621	2 pieces each 12" long - preferably test coupons	23. Cement, Portland	SS-C-191a
12. Brick (backup)		SS-B-656 Grade M or S	20 bricks	24. Clay (Fire) (refer also to division "Heating")	HH-C-451a Class C
				25. Cloth (Shade)	CCC-C-521a
				26. Cloth (Wire)	RR-C-451a
				27. Copper (Sheets, plates, etc.)	QQ-C-501 (Specify Type)

APPLICABLE FEDERAL				APPLICABLE FEDERAL			
ITEM	MATERIAL	SPECIFICATION	SIZE OF SAMPLE	ITEM	MATERIAL	SPECIFICATION	SIZE OF SAMPLE
28.	Cork, Compressed	HH-C-561a Grade A	2 specimens each approx. 3 ft. square	43.	Hardware: Builders' Door Closers	FF-H-121a	4 pieces, each item
29.	Cotton Fabric, woven asphalt- saturated	HH-C-581a	2 pieces, each 1 sq. yard	44.	Insulating Material	-----	4 pieces, (12" x 12") or 4 cu. feet
30.	Expansion Joint Filler	-----	5 pieces, 18" long	45.	Iron, Gray, castings	QQ-I-651 Class A	8 arbitration bars (4 from first of melt) (4 from last of melt)
31.	Felt (Asphalt saturated)	HH-F-191 Type 1	2 pieces, each 1 sq. yard	46.	Iron, Malleable	QQ-I-666 Grade B	2 sets - 3 tensile coupons 2 sets - 3 impact coupons
32.	Felt (Coal tar saturated)	HH-F-201	2 pieces, each 1 sq. yard	47.	Iron, Wrought	QQ-I-686a Class B	10 pieces, approx. 18" long, each size
33.	Fiber Board (Insulating)	LLL-F-321a Grade B	6 pieces, 24" x 30"	48.	Iron & Steel, sheet	QQ-I-696	2 pieces, approx. 12" long
34.	Flue Lining	-----	2 pieces	49.	Kitchen Cabinet	-----	1 complete cabinet
35.	Gratings, Steel	RR-G-661a	2 pieces, each 3 ft. long by length of bearing bar	50.	Lath: Metal, for plaster	QQ-B-101c	2 pieces, each 1 sq. yard
36.	Glass	DD-G-451	4 pieces (4" x 8") each kind	51.	Lime, Hydrated	SS-L-351	20 pounds
37.	Gravel or Slag	SS-A-281	100 pounds	52.	Lime, Quicklime	SS-Q-351	20 pounds
38.	Gutter	-----	2 pieces, 12" long	53.	Linoleum	LLL-L-351	2 pieces, 14" wide by full width of roll
39.	Gypsum- Calcined	SS-G-901 Grade 1	20 pounds	54.	Metal-Misc. and Ornamental	-----	2 small sections each item
40.	Hardware: Builders' Locks and Trim	FF-H-106	4 pieces, each item	55.	Metal Bucks, Base & Trim	-----	2 small sections each item
41.	Hardware: Builders' Shelf and Miscellaneous	FF-H-111	4 pieces, each item	56.	Metal Doors	-----	2 corner sections
42.	Hardware: Builders' Hinges	FF-H-116a	4 pieces, each item	57.	Metal Toilet Partitions	-----	2 corner sections

USHA SUGGESTED SPECIFICATIONS

SAMPLES, CERTIFICATES, AND TESTS

ITEM	MATERIAL	APPLICABLE FEDERAL SPECIFICATION	SIZE OF SAMPLE	ITEM	MATERIAL	APPLICABLE FEDERAL SPECIFICATION	SIZE OF SAMPLE
58.	Metal Window and Screen	-----	2 complete	74.	Paint, Varnish, interior	TT-V-71	2 quarts
59.	Paint, Aluminum- Powder	TT-A-476 Type H	2 quarts	75.	Paint, Varnish mixing (for) Aluminum paint	TT-V-81	2 quarts
60.	Paint, Cas in	TT-P-23 Type II	2 quarts	76.	Paint, Varnish, spar	TT-V-121a	2 quarts
61.	Paint, Drier; liquid	TT-D-651	2 quarts	77.	Paint, white-lead basic carbonate	TT-W-251a	2 quarts
62.	Paint, Lampblack	TT-L-71	2 quarts	78.	Paint, white-lead, basic sulphate	TT-W-261a	2 quarts
63.	Paint, oil linseed- boiled	JJJ-O-331	2 quarts	79.	Paint, zinc-oxide	TT-Z-301	2 quarts
64.	Paint, oil linseed-raw	JJJ-O-336	2 quarts	80.	Paint, zinc-oxide, leaded	TT-Z-321	2 quarts
65.	Paints, iron- hydroxide	TT-P-31	2 quarts	81.	Paint, sample panels	-----	3 panels of each color
66.	Paint, Oil - Interior	TT-P-51a	2 quarts	82.	Penetrating oil	-----	2 quarts
67.	Paint, Oil - Exterior	TT-P-36a	2 quarts	83.	Pitch, coal tar	R-P-381	2 quarts
68.	Paint, prussian blue	TT-P-691	2 quarts	84.	Plaster, gypsum	SS-P-401 Type W or N	20 pounds
69.	Paint, red lead	TT-R-191a	2 quarts	85.	Paint, putty	TT-P-791a	2 pounds
70.	Paint, shellac	TT-S-271	2 quarts	86.	Reinforcing Bars	QQ-B-71a	4 pieces approx. 18" long for each size
71.	Paint, Shop Coat	-----	2 quarts	87.	Safety Treads	-----	3 - 12" pieces
72.	Paint, turpentine Exterior use	LLL-T-792 Type II	2 quarts				
73.	Paint, turpentine Interior use	LLL-T-791a Type I	2 quarts				

USHA SUGGESTED SPECIFICATIONS

SAMPLES, CERTIFICATES, AND TESTS

APPLICABLE FEDERAL				APPLICABLE FEDERAL			
ITEM	MATERIAL	SPECIFICATION	SIZE OF SAMPLE	ITEM	MATERIAL	SPECIFICATION	SIZE OF SAMPLE
88.	Sand, for Concrete	SS-A-281	100 pounds	98.	Tile, cement bond	SS-C-621 Type I	10 tiles
89.	Sand, Plastering	A.S.T.M. C35-39	100 pounds	99.	Tile, glazed	-----	2 each kind
90.	Shades, window, roller	DDD-S-251	2 shades complete	100.	Weather- stripping	-----	3 pieces 12" long each section
91.	Solder, tin-lead	QQ-S-571	4 pounds	101.	Wood window with screen	-----	2 complete
92.	Stone, cast	SS-S-721	2 sets each kind, a set being 3 - 12" x 12" pieces representative of full range of color and texture	102.	Any material required under the contract and not listed above; except materials required under Divisions "Heating", "Plumbing", "Electrical".	Applicable A.S.T.M. or Federal specifica- tion	Double the quantity required for test
93.	Stone, natural	-----	2 sets each kind, a set being 3 - 12" x 12" pieces representative of full range of color and texture				
94.	Tile, structural, clay floor	SS-T-321	10 pieces each size				
95.	Tile, Ceramic floor and base	-----	2 panels (12" x 12") each color				
96.	Tile, Clay-load bearing	SS-T-341 Grade M	20 tiles, each size				
97.	Tile, clay non-load bearing	SS-T-351	20 tiles, each size				

USHA SUGGESTED SPECIFICATIONS

CONTENTS - PART IV

(Special Contract Documents)

Forms for Contract Documents for work or equipment not contained in General Construction Contract:

SUBJECT

DEMOLITION

- Advertisement for Bids.....
- Bid Form.....
- Statement of Contractors' Qualifications.....
- Instructions to Bidders.....
- Form of Contract
- Directions for Preparation of Contract.....
- General Conditions

LAWNS AND PLANTING (Landscape Work)

- Advertisement for Bids.....
- Bid Forms.....
- Affidavit Forms.....
- Statement of Bidders Qualifications.....
- Bid Bond.....
- Instructions to Bidders.....
- Contract Form.....
- Directions for Preparation of Contract.....
- Performances and Payment Bonds.....
- General Conditions

EQUIPMENT

- Advertisement for Bids.....
- Bid Documents.....
- Contract Documents.....
- Bonds.....
- General Conditions

USHA SUGGESTED SPECIFICATIONS
CONTRACT FORMS
for
"DEMOLITION"

Forms Included:

Advertisement for Bids
Bid Form
Affidavit Form
Statement of Bidder's Qualifications
Bid Bond
Contract
Directions for Preparation of Contract
Directions for Preparation and Execution
of Bid, Performance and Payment Bonds
Instructions to Bidders
General Conditions

NOTE: These forms have been prepared to assist Local Housing Authorities that are constructing low-rent housing projects under the provisions of the United States Housing Act of 1937, as amended, and contain all of the requirements of the Terms and Conditions which form a part of the Loan Contract between the United States Housing Authority and the Local Authority. These documents must be conformed to meet existing laws and conditions in the several localities.

For detailed Specifications for Demolition, refer to Division 1, "Demolition", of Suggested Specifications for Low-Rent Housing.

ADVERTISEMENT FOR BIDS

(Should be modified if law requires other form)

The (Name of Local Authority) will receive sealed bids for (Brief description of contract and project) until M. (E.S.T.) (C.S.T.) (Daylight Savings Time) on the day of , 194...., at..... (Address of Local Authority) (Name of city or town) State of , at which time and place all bids will be publicly opened and read aloud.

The successful bidder will be required to furnish satisfactory performance and payment bond (bonds).

Attention is called to the fact that not less than the minimum wage rates as set forth in the Specification must be paid on this project.

Proposed forms of contract documents, including specifications, are on file and may be obtained at the office of the (Name of Local Authority) at..... (Address of Local Authority)

The (Name of Local Authority) reserves the right to reject any or all bids and to waive any informalities in bidding.

Bid security will be required as set forth in the Specification.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the (Name of Local Authority)

.....
(Name of Local Authority)

.....
(Title of Officer)

.....
(Date)

USHA SUGGESTED SPECIFICATIONS

BID

To the..... (Name of Local Authority)

Gentlemen:

1. The undersigned, having familiarized with the local conditions affecting the cost of the work and with the Specification (including the advertisement for bids, instructions to bidders, general conditions, the bid form, the contract, the form of bonds, and the detailed specifications), as on file in the office of....., hereby proposes to furnish all labor, materials and equipment required to complete the demolition work (as specified) located within the areas described as follows:

(a) \$..... to be paid by the Contractor to the Local Authority,
(b) \$..... to be paid by the Local Authority to the Contractor.

(Cross out bid not used).

BID 2. Parcel B. The areas shown on the boundary line plan bounded by.....
.....comprised of Blocks Numbered.....
for the consideration of:

(a) \$..... to be paid by the Contractor to the Local Authority,
(b) \$..... to be paid by the Local Authority to the Contractor.

(Cross out bid not used)

BID 3 The entire site consisting of Parcels A and B, for the consideration of:

(a) \$.....to be paid by the Contractor to the Local Authority,
(b) \$.....to be paid by the Local Authority to the Contractor.

(Cross out bid not used)

NOTE TO ARCHITECT (do not copy):

If the area is not to be divided for the purpose of separate bidding, bids one and two must be eliminated. Likewise the area may be further divided. The parcel boundaries should be plainly described and if no boundary line plan is included in the Specification, the wording should be modified accordingly. Omit the following paragraph 2 in case area is not divided for bidding.

2. The Local Authority may accept one or more of the foregoing bids and the prices stated in each bid covers the entire cost of all work, labor and materials, tools, plant and appliances, of every description, necessary to complete the entire work as specified for such bid and the removal of all debris, temporary work and appliances, all in accordance with the Specification.

3. In submitting this bid it is understood that the right is reserved by.....
.....(Local Authority).....to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

4. Security in the sum of.....dollars (\$.....) in the form of....., is submitted herewith in accordance with the Specification.

5. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted. Also attached is a Statement of Bidder's Qualifications.

....., 194.....

FIRM NAME.....

OFFICIAL ADDRESS

.....
.....
.....
.....
.....

By.....
.....
.....
.....
.....

TITLE.....
.....
.....
.....
.....

AFFIDAVIT

STATE OF.....)) ss.
COUNTY OF.....)

....., being first duly sworn, deposes and says:

That he is.....(a partner of the firm of etc.).....
....., the party making the foregoing proposal or bid,
that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired,
connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or
to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement
or collusion, or communication or conference, with any person, to fix the bid price of affiant
or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that
of any other bidder, or to secure any advantage against.....(Local
Authority).....or any person interested in the proposed contract; and that
all statements contained in said proposal or bid are true.

.....
(Name of bidder if the bidder is an individual)

(Name of partner if the bidder is a partner-
ship)

(Name of officer if the bidder is a corporation)

Subscribed and sworn to
this.....day of.....
194.....

NOTE (do not copy):

Some states have statutory requirements for affidavits that
bids are not collusive; where prescribed by statute, the
state law should be followed.

STATEMENT OF BIDDER'S QUALIFICATIONS

To accompany bids submitted for.....
.....
Name of Bidder.....
Business Address.....
.....
When organized.....
Where incorporated.....
How many years have you been engaged in the contracting business under the
present firm name?.....
Financial Statement.....
.....
.....
Credit available for this contract,\$.....
Contracts now in hand. Gross amount,\$.....
Plan of organization.....
.....
.....
Personnel of organization.....
.....
.....
Have you ever refused to sign a contract at your original bid?.....
.....
Have you ever defaulted on a contract?.....
Remarks.....
.....
.....
(The above statements must be subscribed and sworn to before a
notary public.)

(The above statements must be subscribed and sworn to before a notary public.)

By.....

Subscribed and sworn to
before me this.....day
of....., 194....

Notary Public

USHA SUGGESTED SPECIFICATIONS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

(See Directions)

as PRINCIPAL, and

as SURETY,

(See Directions)

are held and firmly bound unto(Name of Local Authority)herein-
after called the "Local Authority", in the penal sum of
.....Dollars, lawful money of the United States, for the payment of which sum
well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the ac-
companying bid, dated....., 19....., for.....

NOW, THEREFORE, if the principal shall not withdraw said bid within the period specified
therein after the opening of the same, or, if no period be specified, within sixty (60) days after
said opening; and shall within the period specified therefor, or, if no period be specified,
within ten (10) days after the prescribed forms are presented to him for signature, enter into a
written contract with the Local Authority in accordance with the bid as accepted, and give bond
with good and sufficient surety or sureties, as may be required, for the faithful performance and
proper fulfillment of such contract; or in the event of the withdrawal of said bid within the
period specified, or the failure to enter into such contract and give such bond within the time
specified, if the principal shall pay the Local Authority the difference between the amount speci-
fied in said bid and the amount for which the Local Authority may procure the required work or
supplies or both, if the latter amount be in excess of the former, then the above obligation shall
be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bouneden parties have executed this instrument under their
several seals this.....day of.....194...., the name and corporate seal of
each corporate party being hereto affixed and these presents duly signed by its undersigned repre-

USHA SUGGESTED SPECIFICATIONS

sentative, pursuant to authority of its governing body. In presence of--

..... (Individual Principal) (SEAL)

..... (Address) (Business Address)

..... (Individual Principal) (SEAL)

..... (Address) (Business Address)

..... (Individual Principal) (SEAL)

..... (Address) (Business Address)

..... (Individual Principal) (SEAL)

..... (Address) (Business Address)

..... (Individual Principal) (SEAL)

..... (Address) (Business Address)

Attest: (Corporate Principal)

..... (Business Address)

(Affix
corporate
seal)

By.....

Attest: (Corporate Surety)

..... (Business Address)

(Affix
corporate
seal)

By.....

The rate of premium on this bond is per thousand.
Total amount of premium charged, \$

(The above must be filled in by corporate surety)

USHA SUGGESTED SPECIFICATIONS

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, , certify that I am the , secretary of the corporation named as principal in the within bond; that , who signed the said bond on behalf of the principal was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

..... (CORPORATE
SEAL)

AFFIDAVIT BY INDIVIDUAL SURETY

State of)
) ss:
County of)

I, , being duly sworn, depose and say that I am one of the sureties to the foregoing bond; that I am a citizen of the United States, and of full age and legally competent; that I reside at and that I am worth in real estate and personal property the sum of dollars, over and above (1) all my debts and liabilities, owing and incurred, (2) any property exempt from execution, (3) and aggregate full penalties on all other bonds on which I am surety, and (4) any pecuniary interest I have in the business of the principal on said bond; that I own, unencumbered, real estate, the fee of which is in my name, worth dollars, located in that said property is not exempt from seizure and sale under any homestead law, community, or marriage law, or upon any attachment, execution, or judicial process, and that I am not surety on any other bonds, except as follows:

..... (State character and amount of each bond. If
..... not on other bonds, so state)

..... (Surety's signature)

Subscribed and sworn to before me this day of , 194..... ,
at

..... (Title of official administering oath)

(Official seal)

CERTIFICATE OF SUFFICIENCY

I, do hereby certify that
....., one of the sureties named above, is personally known to me, and that,
to the best of my knowledge and belief, the facts stated by such surety in the foregoing affidavit
are true.

.....
(address)

USHA SUGGESTED SPECIFICATIONS

CONTRACT

THIS AGREEMENT made the day of in the year nineteen hundred forty by and between hereinafter called the "Contractor", and hereinafter called the "Local Authority".

NOTE TO ARCHITECT (do not copy):

The Local Authority must be identified in the foregoing paragraph by its official name, a designation of its corporate status and the law under which it was created, for example "The Housing Authority of.....",
(a) (a public corporation)
(b) (a body politic and corporate)
(c) (a municipal corporation)
etc.
created by the Housing Authorities Law of the State of.....".

WITNESSETH, That the Contractor and the Local Authority for the consideration stated herein agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor and materials and perform all work required for the demolition work located at.....

(Description of Work)

in strict accordance with the specification and addenda, if any, made a part hereof and designated as follows:

(Identify Specification, addenda and drawings, if any)

ARTICLE 2. Time of Completion. The Contractor shall commence work under this contract on a date to be specified in a written order of the Local Authority and shall fully complete all work thereunder within consecutive calendar days from and including said date.

ARTICLE 3. The Contract Price. (a) The Contractor shall pay to the Local Authority (b) The Local Authority shall pay the Contractor for the performance of the contract, in current funds the sum of dollars (\$.....).

(Cross out inapplicable provision)

ARTICLE 4. As actual damages for delay in completion are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Local Authority the sum of \$..... as fixed, agreed and liquidated damages for each calendar day of delay (not beyond the control of the Contractor) until the work is acceptably completed.

CONTRACT DOCUMENTS
DEMOLITION
CONTRACT

USHA SUGGESTED SPECIFICATIONS

ARTICLE 5. Contract Document. Contract Documents shall consist of the following component parts:

1. General Conditions.
2. Advertisement for Bids.
3. Instructions to Bidders.
4. The Detailed Specifications and addenda.
5. The Drawings.
6. Contractor's Bid as accepted by the Local Authority.
7. This Instrument.

This Instrument together with the documents enumerated in this Article 5 form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in any of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 5 shall govern, except as otherwise specifically stated.

NOTE TO ARCHITECT (do not copy):

Unless there are Drawings (or a drawing) which constitute a separate part of the Contract Documents, Item 5, "The Drawings", should be omitted from the above list. See Section "Drawings" in the "General Conditions".

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in..... original counterparts the day and year first above written.

.....
Contractor

Countersigned: By.....

.....
Title

.....
Title

.....
Name of Local Authority

.....
By.....

Attest:.....
Title

USHA SUGGESTED SPECIFICATIONS

CONTRACT DOCUMENTS
DEMOLITION
CONTRACT

I, , certify that I am the
..... secretary of the corporation named as Contractor herein; that
..... who signed this Contract on behalf of the Contractor, was then
of said corporation, that said Contract was duly signed for and in behalf of said corporation by
authority of its governing body, and is within the scope of its corporate powers.

..... Corporate
Seal

I HEREBY CERTIFY that, to the best of my knowledge and belief, based upon observation and
inquiry, who signed this Contract for the
..... had authority to execute the same, and is the individual who signs
similar contracts on behalf of this corporation with the public generally.

DIRECTIONS FOR PREPARATION OF CONTRACT

1. The blank space of article 1 is intended for the insertion of a statement of the work to be done, together with place of performance, or for the enumeration of papers which contain the necessary data.
2. Fill in or rule out all blank spaces. The Contract must be dated and the bond must bear the same or subsequent date.
3. An officer of a corporation, a member of a partnership, or an agent, signing for the principal, shall place his signature and title after the word "By" under the name of the principal. A Contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney or other evidence of his authority to act on behalf of the Contractor.
4. If the Contractor is a corporation, one of the certificates following the signatures of the parties must be executed. If the Contract is signed by the secretary of the corporation, then the first certificate must be executed by some other officer of the corporation under the corporate seal, or the second certificate executed by an officer of the Local Authority. In lieu of either of the foregoing certificates there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
5. The full name and business address of the Contractor must be inserted and the Contract signed with his usual signature. Typewrite or print name under all signatures to Contract and Bond.

USHA SUGGESTED SPECIFICATIONS

CONTRACT DOCUMENTS

DEMOLITION

FORM OF PERFORMANCE AND
PAYMENT BOND OR BONDS

NOTE TO ARCHITECT (do not copy):

The form required by statute for performance and payment bond
or bonds must be inserted here.

DIRECTIONS FOR PREPARATION AND EXECUTION
OF BID, PERFORMANCE, AND PAYMENT BONDS

1. The surety on the bond for any bid or for the performance of the contract may be any corporation authorized and qualified to act as surety in the State of....., or two responsible individual sureties. Each individual surety shall justify in sum not less than the penalty of the bond.

2. A firm as such, will not be accepted as a surety, nor a partner for co-partners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein. Sureties, if individuals, shall be citizens of the United States and residents of.....

3. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine, Massachusetts, or New Hampshire, an adhesive seal shall be affixed opposite the signature.

4. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

5. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.

6. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

7. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

8. Each individual surety shall justify, under oath, according to the form appearing on the bond, before some officer having authority to administer oaths generally. If the officer has an official seal it shall be affixed, otherwise the proper certificate as to his official character shall be furnished.

9. The certificate of sufficiency shall be signed by an officer of a bank or trust company, or by a judge or clerk of a court of record, or any other officer of the United States or the

USHA SUGGESTED SPECIFICATIONS

CONTRACT DOCUMENTS
DEMOLITION
DIRECTIONS FOR PREPARATION
AND EXECUTION OF BONDS

State of acceptable to the Local Authority.

10. The date of the bond must not be prior to the date of the instrument for which it is given.

I. SPECIAL NOTICE TO BIDDERS

(1) Attention is directed to the fact that this Specification has bound hereto a complete set of bidding and contract forms; these are for the convenience, only, of bidders and are not to be detached from the Specification or filled out or executed. Separate copies of Bid Forms are furnished for that purpose, in quadruplicate.

2. BID FORM

(1) All bids must be submitted in triplicate and shall be prepared in conformity with and shall be based upon and submitted subject to all requirements of the Specification.

(2) Bid Documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled "Bid Documents" so as to guard against opening prior to the time set therefor. The Bidder shall be responsible for the placement of his firm name and the name and number of the project on the outside of both of such bid envelopes.

(3) The Local Authority may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached.

(4) The Contract will be based upon the completion of the work according to the Specification together with all addenda thereto.

3. INTERPRETATIONS

(1) No oral interpretations will be made to any bidder as to the meaning of the Specification. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Local Authority at

No inquiry received within days of the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the Specification which, if issued, will be sent as promptly as is practicable to all persons to whom the Specification has been issued. All such addenda shall become

part of the contract documents. Failure of the Local Authority to send, or of any bidder to receive, any such interpretation shall not relieve any bidder from any obligation under his bid as submitted.

4. EXAMINATION OF SITE

(1) Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under his contract. Bidders shall also thoroughly examine and be familiar with the Specification. The failure or omission of any bidder to receive or examine any form, instrument or document or to visit the site and acquaint himself with conditions there existing shall in no wise relieve any bidder from any obligation with respect to his bid.

5. STATEMENT OF BIDDER'S QUALIFICATIONS

(1) Each bid must be accompanied by a statement, on the form furnished for that purpose, of the bidder's financial resources, his experience, and his organization available for the work contemplated. The Local Authority shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Local Authority all such information and data for this purpose as the Local Authority may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the Local Authority that the bidder is qualified to carry out properly the terms of the Contract Documents.

6. COLLUSIVE AGREEMENTS

(1) Each bidder is required to submit with his bid an affidavit in the form attached to the Bid Form to the effect that the bidder has not colluded with any other person in regard to any bid submitted.

Special
Notice to
BiddersExamination
of Site

Bid Form

Statement
of Bidder's
Qualifications

Interpretations

Collusive
Agreements

7. BID GUARANTY

(1) The bid must be accompanied by a bid guaranty in the sum of \$..... which, at the option of the bidder, may be either a certified check or a bid bond in the form attached to the Bid Form. No bid will be considered unless it is so guaranteed. Certified check must be made payable to the order of..... (Local Authority)..... Cash deposits will not be accepted. The bid guaranty shall insure the execution of the contract and the furnishing of performance and payment bonds by the successful bidder as specified in the Contract Documents.

(2) In case Bid Guaranty is in the form of a certified check, the Local Authority may make such disposition of the same as will accomplish the purpose for which it is submitted. Certified checks may be held uncollected at the bidder's risk. Certified checks of unsuccessful bidders will be returned as soon as practicable after the opening of Bids.

NOTE TO ARCHITECT (do not copy):

The amount of the bid guaranty must be determined in advance of advertising and a definite amount inserted above. It must be sufficient to protect the Local Authority against the failure of the low bidder to execute the contract. If the area is divided and several bids are requested, separate bid guaranties should be fixed accordingly.

8. CORRECTIONS

(1) Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

9. TIME FOR RECEIVING BIDS

(1) Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the

satisfaction of the officer authorized to make the award that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening: Provided, that such modifications are confirmed in writing over the signature of the bidder within 48 hours thereafter.

(2) Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modification, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.

(3) Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened; and, so far as practicable, make due allowance for possible delays in order to avoid the necessity for investigations of claims that such delays in receipt of bids were due solely to delay in the mails as provided in this section.

Bid
Guaranty

Corrections

Withdrawal
of BidsTime for
Receiving
BidsBidders
Present

10. WITHDRAWAL OF BIDS

(1) Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening: Provided, that telegraphic withdrawal is confirmed in writing over the signature of the bidder within 48 hours thereafter. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

11. BIDDERS PRESENT

(1) At the time fixed for the opening of

bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representative.

12. AWARD OF CONTRACT; REJECTION OF BIDS

(1) The Contract will be awarded to the lowest responsible bidder complying with the conditions of the advertisement for bids, provided his bid is reasonable and it is to the interest of the Local Authority to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Local Authority, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Local Authority. The Local Authority also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material men, or employees. In determining the lowest responsible bidder the following elements, in addition to those above mentioned, will be considered: whether the bidder involved (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet the obligations incident to the work; (d) has appropriate experience.

NOTE TO ARCHITECT (do not copy):

Delete the following paragraph (2) unless required.

(2) Where, in addition to requesting bids for the demolition for the entire site, the Local Authority requests bids for separate parcels, the Local Authority may accept either the bid for the entire site as described or a bid for one or more of the individual parcels described or may reject any or all bids as

provided above. When bids are so requested, bidders may submit bids on the individual parcels and also on the work for the entire site.

13. PERFORMANCE BOND, PAYMENT BOND, EXECUTION OF CONTRACT

(1) The successful bidder shall furnish a Performance and Payment Bond in a penal sum of at least \$ Said bond shall be in a form of Bond, a copy of which is included in the Specification.

NOTE TO ARCHITECT (do not copy):

The amount of the performance and payment bond should be determined in advance of advertising and a definite amount inserted above. The security should not be specified as a percentage of the Contractor's bid, since in making it he will have taken into consideration the possible salvage value of materials. Unless otherwise required by local law, the performance and payment bond should be not less than 50% of the Local Authority's estimate of the cost of doing the work. If local laws require a separate payment bond, the foregoing provision should be modified accordingly. If the area is divided and several bids are requested, the amount of the performance and payment bond or bonds that might be entered into pursuant to such bids should be specified.

(2) The successful bidder shall execute the Contract with the Local Authority in the form of the Contract included in the Specification in such number of counterparts as the Local Authority may request.

(3) Such Performance and Payment Bond shall be furnished and such Contract shall be executed and delivered by the successful bidder within ten (10) days after the receipt by the successful bidder of notice of acceptance of his bid by the Local Authority.

14. TIME FOR COMPLETION

(1) The work shall be commenced at the time stated in the notice to the Contractor to proceed and shall be completed in consecutive calendar days after the date stated in said notice.

Award of
Contract;
Rejection
of Bids

Performance
Bond,
Payment
Bond,
Execution
of Contract

Time for
Completion

NOTE TO ARCHITECT (do not copy):

State also "Time for Completion" and "Liquidated Damages" separately for each area when bids are so requested.

15. LIQUIDATED DAMAGES

(1) As actual damages for delay in completion are impossible of determination, the

Contractor and his sureties shall be liable for and shall pay to the Local Authority the sum of \$..... as fixed, agreed and liquidated damages for each calendar day of delay (not beyond the control of the Contractor; see "Delays - Damages" in the "General Conditions") until the work is completed or accepted.

Liquidated
Damages

I. DEFINITIONS

(1) Wherever used in any of the contract documents, the following meaning shall be given to the terms herein defined:

(a) The "Contract" means the contract executed by the Local Authority and the Contractor of which these General Conditions form a part. The entire list of Contract Documents is set forth in the contract form.

(b) The terms "Local Authority" and "Contractor" mean the respective parties to the Contract.

(c) The term "USHA" means the United States Housing Authority, an agency and instrumentality of the United States of America created by the United States Housing Act of 1937 (Public No. 412-75th Congress), which (subject to the provisions of a certain Loan Contract, between the Local Authority and the USHA) has agreed to purchase certain obligations of the Local Authority to aid in financing the work to be performed under the Contract.

(d) The term "Construction Adviser" means the person designated by the Administrator of the USHA to perform certain functions in connection with the Loan Contract between the USHA and the Local Authority.

(e) The term "Project" means the housing project, the demolition work for which is contemplated in whole or in part under this Contract.

(f) The "Specification" is comprised of the advertisement for bids; bid form, together with forms of bid bond, affidavit, and statement of contractor's qualifications; instructions to bidders; contract form; the performance and payment bond form or forms; general conditions; and the detailed specifications and addenda thereto.

2. CHANGES IN THE WORK

(1) The Local Authority may, at any time, without notice to the sureties and without invalidating the contract, make changes by

altering, adding to or deducting from the work, the contract amount and time being adjusted accordingly. All such work shall be executed under the conditions of the original contract.

Definitions

(2) Except for minor modifications in the work not involving extra cost or additional time and not inconsistent with the purposes of the Project and except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from the Local Authority and no claim for an addition to the contract amount shall be valid unless so ordered.

(3) No order for any changes or extra work involving more than One Thousand Dollars (\$1,000) shall be valid unless the order is accompanied by evidence that it has been submitted to and approved by the Construction Adviser.

Claims for Extra Cost

3. CLAIMS FOR EXTRA COST

(1) If the Contractor claims that any instructions by the Local Authority involve extra cost or an extension of time, he shall give the Local Authority written notice thereof within ten days after the receipt of such instructions and in any event before proceeding to execute the work. The procedure shall then be the same as provided for in Changes in the Work. No such claim shall be valid unless so made.

Final Inspection

4. FINAL INSPECTION

(1) When the work is substantially completed the Contractor shall notify the Local Authority (in writing) that the work will be ready for final inspection on a definite date which shall be stated in such notice. Such notice shall be given at least 10 days prior to the date stated for final inspection.

Changes in the Work

5. REVIEW

(1) The Local Authority, the USHA and their authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials,

Review

pay rolls, records of personnel, conditions of employment, invoices of materials, and other relevant data and records; provided, however, that all instructions and approval with respect to the work shall be given to the Contractor only by the Local Authority.

6. GENERAL GUARANTY

(1) Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Local Authority shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance unless a longer period is specified. The Local Authority will give notice of observed defects with reasonable promptness.

General
Guaranty

7. EMPLOYEES

(1) The Local Authority may require the Contractor to dismiss from the work such employee or employees as the Local Authority deems incompetent, careless, insubordinate, or otherwise objectionable.

Employees

8. SUPERINTENDENCE BY CONTRACTOR

(1) The Contractor shall give his personal superintendence to the work or have a competent superintendent, satisfactory to the Local Authority, on the work at all times during progress with authority to act for him.

Superintend-
ence by the
Contractor

9. RIGHT OF LOCAL AUTHORITY TO TERMINATE CONTRACT

(1) If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or

Right of
Local
Authority
to Terminate
Contract

proper materials, or if he should fail to make prompt payment to his employees or his subcontractors, or persistently disregard instructions of the Local Authority or fail to observe or perform the provisions of the Contract Documents or otherwise be guilty of a substantial violation of any provision of the Contract Documents, then the Local Authority may, by at least five days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Local Authority in the premises, terminate the Contractor's right to proceed with the work. In such event, the Local Authority may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Authority for any excess cost occasioned to the Local Authority thereby, and in any such case, the Local Authority may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor; and the title to all buildings, structures and property sold hereunder and then remaining on the premises shall be deemed to be abandoned by the Contractor and title thereto shall thereupon revert to and vest in the Local Authority which shall have the right to sell and dispose of the same. The net proceeds of such sale or other disposition, if any, as determined by the Local Authority (such determination to be final and conclusive for all purposes), shall be credited against any damages or loss occasioned by the Contractor's default. Any such resale or other action by the Local Authority hereunder shall be without prejudice to any other rights or remedies of the Local Authority hereunder or under the Contract, against the Contractor and/or the Contractor's surety or sureties, or otherwise, arising out of the Contractor's default. The foregoing provisions are in addition to, and not in limitation of the rights of the Local Authority under any other provisions of the Contract Documents.

10. DELAYS - DAMAGES

(1) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, the Local Authority may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Local Authority may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Authority for any excess cost occasioned by the Local Authority thereby. If the Contractor's right to proceed is so terminated, the Local Authority may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. If the Local Authority does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the Contractor shall pay to the Local Authority as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth elsewhere in the Contract Documents and the Contractor and his sureties shall be liable for the amount thereof: Provided, That the right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, Acts of the Local Authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of subcontractors due to such causes: Provided further, That the Contractor shall within 10 days from the beginning of any such delay notify the Local

Authority in writing of the causes of delay. The Local Authority shall ascertain the fact and the extent of the delay and shall extend the time for completing the work when in its judgment the findings of fact justify such an extension. Where the cause of the delay is due to weather conditions which render the performance of work impossible, an extension of one work day will be given the Contractor for each work day lost by the Contractor because of said weather conditions.

Delays - Damages

Permits and Building Codes

11. PERMITS AND BUILDING CODES

(1) The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of work as specified.

(2) Local Authority will arrange for the issuance, WITHOUT COST TO THE CONTRACTOR by the appropriate governmental agency, of permits for water, demolition, sheds, removal of abandoned water taps, sealing of house connection drains and other permits necessary under any rule or regulation of the City or any of its agencies and the Contractor shall not include in his bid price the cost of any such permits nor shall he include therein any inspection fees which might otherwise be charged by the City Government or any of its departments or agencies. The Contractor, however, shall make all necessary applications for the securing of any such required permits and shall attend the office of the issuing department or agency and shall receive all such permits before commencing work.

NOTE TO ARCHITECT (do not copy):

It is suggested that the Local Housing Authority arrange to obtain necessary licenses and permits without cost if possible. Delete either the preceding or the following paragraph 2.

(2) The Contractor shall obtain all required licenses and permits and pay all fees in connection therewith.

Care of the Work

12. CARE OF THE WORK

(1) The Contractor shall be responsible for

USHA SUGGESTED SPECIFICATIONS

all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work.

(2) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and Holidays, from the time work is commenced until final completion.

(3) In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Authority, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act, if instructed to do so by the Local Authority. Any compensation claimed by the Contractor on account of such emergency work shall be determined as provided in the Contract Documents.

(4) The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, etc., and to avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

(5) Wherever required by law, the Contractor shall shore up, brace, underpin and protect as may be necessary, all foundations and other parts of existing structures adjacent and adjoining the site which are in any way affected by his operations. Whenever any notice is required to be given by the Local Authority or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work, such notice shall be given by the Contractor. The Contractor shall indemnify the Local Authority and save it harmless from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Authority may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

13. OTHER CONTRACTS

(1) The Local Authority may award other

contracts for additional work, and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Local Authority. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractors.

14. MUTUAL RESPONSIBILITY OF CONTRACTORS

(1) If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Local Authority on account of any damage alleged to have been so sustained, the Local Authority shall notify the Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Local Authority shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

15. DISPUTES

(1) All disputes concerning questions arising under this Contract shall be decided by the Local Authority and the Local Authority's decision thereon shall be final and binding, except as otherwise specifically provided in the Contract Documents.

16. COMMUNICATIONS

(1) All notices, demands, requests, instructions, approvals, and claims must be in writing.

(2) Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Bid (or at such other office as the Contractor may from time to time designate to the Local Authority in writing)

Mutual
Responsibility
of
Contractors

Disputes

Communications

Other
Contracts

USHA SUGGESTED SPECIFICATIONS

or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

(3) All papers required to be delivered to the Local Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the.....
.....

..... and any notice to or demand upon the Local Authority shall be sufficiently given if delivered to the office of said.....

....., or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in either of said last two cases to said..... at such address, or to such other representative of the Local Authority or to such other address as the Local Authority may subsequently specify in writing to the Contractor for such purpose.

(4) Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegrams) at the time of actual receipt, as the case may be.

17. TEMPORARY TOILET ACCOMMODATIONS

(1) The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen; toilets shall be placed at the time work starts. These temporary toilet facilities shall be placed where directed by the Local Authority and maintained as required by the local health ordinances. He shall provide the necessary temporary enclosures to accommodate the toilets. The toilets shall be maintained in a sanitary condition and contents removed from premises as often as required.

18. USE OF PREMISES

(1) The Contractor shall confine his appa-

ratus, storage of materials and demolition operations to the limits indicated by ordinances or permits, or as may be directed by the Local Authority.

(2) The Contractor shall enforce any instructions of the Local Authority regarding signs, advertising, fires, danger signals, barricades and smoking.

19. SUBCONTRACTS

Sub-
contracts

(1) The Contractor shall not award any work to any subcontractor without prior written approval of the Local Authority.

(2) Two facsimile copies of all subcontracts shall be delivered to the Local Authority.

(3) The Contractor shall be as fully responsible to the Local Authority for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(4) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents in so far as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Local Authority may exercise over the Contractor under any provisions of the Contract Documents.

(5) Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Local Authority.

20. PATENTS

Temporary
Toilet
Accommo-
dations

Patents

(1) The Contractor shall hold and save the Local Authority, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local

Use of
Premises

Authority, unless otherwise specifically stipulated in the Contract Documents.

21. ACCEPTANCE OF WORK AND PAYMENT

(1) Performance of the obligations of the Contractor under the Contract is subject to the written acceptance of the work by the Local Authority.

(2) In the event that the accepted bid requires payment to the Local Authority, payment of the full amount agreed to be paid by the Contractor under his bid shall be made on or before the execution of the Contract by the Contractor. Such payment shall be made by certified check payable to the order of the Local Authority.

(3) In the event that the accepted bid requires payment by the Local Authority to the Contractor, partial payments will be made during the progress of the work, as follows:

- (a) 25 percent of the Contract Price when one-third of the work has been completed;
- (b) 50 percent of the Contract Price when two-thirds of the work has been completed;
- (c) the balance due under the Contract, or the final payment, after all work covered by the Contract has been completed and accepted by the Local Authority;

provided, however, that the total of all payments made during the progress of the work shall at no time exceed 75 percent of the Contractor's total payroll from the beginning of the work to the date on which payment is authorized. The proportion of the work completed at any time shall be determined by the Local Authority who will give consideration only to those buildings which have been completely demolished and removed from the site when the immediate area in which they are located has been cleared and cleaned to the satisfaction of the Local Authority. The amount due the Contractor for partial payments during the progress of the work will be made as soon as practicable after presentation by the Contractor of a properly executed and duly certified voucher therefor and approval of

same by the Local Authority. Upon completion and acceptance of all work required hereunder, final payment will be made upon the presentation of the properly executed and duly certified voucher therefor, after the Contractor shall have furnished the Local Authority with a release, if required by the Local Authority, of all claims against the Local Authority, arising under, and by virtue of the Contract.

(4) Acceptance of the work of the Contractor by the Local Authority shall not be deemed to release any surety upon any bond furnished in connection with the work covered by the Contract, and each such surety shall be deemed to be released only in accordance with the terms of the bond executed by such surety.

(5) No payment by the Local Authority shall act as a waiver of the right of the Local Authority to require the fulfillment of all of the terms of the Contract.

(6) Neither the failure of the Local Authority to retain any percentage payable to the Contractor, nor any change in or variation of the time, method or conditions of payment to the Contractor as provided herein, shall release or discharge, to any extent whatsoever, the surety or sureties upon any bond given for the performance of the Contractor's obligations under the Contract.

Acceptance
of Work
and
Payment

22. CONVICT-MADE MATERIALS

(1) No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this contract.

Convict-
Made
Materials

23. DOMESTIC AND FOREIGN MATERIALS

(1) Except for materials listed in this section, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States of America, and only such manufactured articles, materials, and supplies as have been manufactured in the United States of America substantially all from articles, materials, or supplies, mined, produced or manufactured, as the case may be, in the United States of America, shall be

Domestic
and
Foreign
Materials

employed under this contract in the construction of the project.

(2) The following materials have been exempted by the USHA from the foregoing provision:

cork	sisal
jute	hemp
rubber	mica
carnauba wax	flax
antimony	asbestos
tin	tungsten
nickel	chromium
natural nickel alloys	titanium
manganese ore 35% and over	

24. ACCIDENT PREVENTION

(1) Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

25. WAGE RATES

(1) The Contractor and each Subcontractor shall pay to all architects, technical engineers, draftsmen, technicians, laborers and mechanics, engaged under this contract in work on or about the site of the project, not less than the wages or fees prevailing in the locality of the Local Authority, as determined or adopted /subsequent to a determination under applicable State (or territorial) law/ by the USHA.

(2) A statement of all wages or fees so determined or adopted and all authorized deductions, if any, from unpaid wages or fees actually earned and the hours of work established pursuant to the provisions stated in "Hours of Work", shall be posted at appropriate conspicuous points on the site of the Project. If any Contractor or Subcontractor finds it

necessary or desirable to exceed the wage rates specified, any expense incurred by the Contractor or Subcontractor because of payment of wages in excess of those specified, shall not be cause for any increase in the amount payable under this contract. The Local Authority will not consider any claim for additional compensation made by the Contractor or any Subcontractor because of such payments.

(3) The following minimum wage rates have been determined and adopted in accordance with the foregoing provisions and not less than the rates as listed herein shall be paid to the following trades and occupations.

Classification	Rate per hour	Accident Prevention
Acetylene Cutters	
Carpenters	
Hoisting Engineers		
Class "A" Equipment	
" " B" "	
" " C" "	
Truck Drivers	
Wreckers - skilled (Bar and Wallmen)	
Wreckers - common laborers	
Watchmen	

Wage Rates

NOTE TO ARCHITECT (do not copy):

The foregoing list must be altered according to type of workers to be employed and to local classifications.

(4) If after the award of the contract, it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than such hourly rate or wage as shall be approved by the United States Housing Authority, and such minimum wage rates shall be retroactive to the time of the initial employment of such person in such trade or occupation. The contractor shall notify the Local Authority of his intention to employ persons in trades or occupations not listed herein in sufficient time for the Local Authority to obtain wage rates for such trades.

26. WEEKLY PAYMENTS

(1) Every employee of the contractor or a subcontractor shall be paid in full less deductions made mandatory by law not less often than once each week and in lawful money of the United States, or by check if the Contractor provides or secures convenient and satisfactory facilities approved by the Local Authority for the cashing of the same without cost or expense to the employee, in the full amount accrued to each individual at the time of closing of the pay roll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deductions or rebates on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process.

Weekly Payments

27. HOURS OF WORK

(1) Except in

- (a) Emergencies, which are defined as unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done on the Project or which endanger life or property and call for immediate action or remedy; or
- (b) Special and unusual circumstances rendering it infeasible or impracticable to require adherence to the applicable limitations of hours herein set forth;

skilled, semiskilled, and unskilled workers employed in the development of the Project shall not be permitted to work thereon more than 8 hours per day nor more than 40 hours per week, nor shall clerical or other non-manual workers be permitted to work thereon more than 48 hours per week: Provided, that the limitations herein set forth shall not apply to executive, supervisory and administrative employees, as such. Where emergencies or special and unusual circumstances exist, the Local Authority will require that at least time and a half be paid for hours of work in excess of the limits prescribed above. In

Claims and
Disputes
Pertaining to
Classification
of LaborHours of
WorkQualifications
for
Employment

the event there is a State or local law applicable to any or all of the foregoing classes of employees prescribing hours of work not in excess of the hours above prescribed, the contractor shall require that, in lieu of the above requirements applicable to such class or classes, the State or local law be complied with.

28. CLAIMS AND DISPUTES PERTAINING TO CLASSIFICATION OF LABOR

(1) Where there is a State or Territorial law requiring the determination of claims and disputes pertaining to the classification of labor employed on the Project, such claims and disputes will be handled in accordance with such law. In the absence of such law, claims and disputes pertaining to the classification of labor employed on the Project will be decided by the Local Authority: Provided, that instead of such claims and disputes being decided by the Local Authority, both the parties concerned may, if they so agree and if the Local Authority also agrees, submit such claims and disputes to the USHA for decision.

29. QUALIFICATIONS FOR EMPLOYMENT

(1) No person under the age of sixteen (16) years and no convict labor shall be employed in the development of the Project. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed in the development of the Project: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable where such persons may be safely assigned to work which they can ably perform. There shall be no discrimination because of race, creed, color, or political affiliations, in the employment of persons for work on the Project.

30. DISCRIMINATION

(1) For the purpose of determining whether

Discrimination

discrimination has been made in regard to Negro labor it is hereby provided that if the Contractor pays to the Negro skilled labor at least.....% of the total amount paid in any period of four weeks under the contract for all skilled labor (irrespective of individual trades) and pays Negro unskilled labor at least.....% of the total amount paid in any period of four weeks under the contract for all unskilled labor, it shall be considered as *prima facie* evidence that the Contractor has not discriminated against Negro labor. (For the information of the Contractor these percentages are based upon percentages of Negro skilled and unskilled building construction laborers employed in the City of as reflected by Census, 193.....).

31. COLLECTIVE BARGAINING

(1) All employees engaged in the development of the Project shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection. The Contractor (including any Subcontractor and any person acting in his or their behalf, directly or indirectly) shall not interfere with, restrain or coerce such employees in the exercise of such rights; shall not dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it; shall not discharge or otherwise discriminate against any employee because he has filed charges or given testimony that the Contractor, or any subcontractor has violated any of the terms of their contracts; shall not refuse to bargain collectively with the representatives of their employees; shall not, by discrimination in regard to hire or tenure of employment or any term or condition of employment encourage or discourage membership in any labor organization: Provided, that nothing herein contained shall preclude the Contractor

or any subcontractor from making an agreement with a labor organization to require, as a condition of employment, membership, therein, if such labor organization is the representative of the Contractor's or subcontractor's employees, and if the Contractor or subcontractor has not participated in its formation or administration or assisted it by financial or other support.

32. PERSONS ENTITLED TO BENEFITS OF LABOR PROVISIONS

(1) The Contractor and each subcontractor shall extend to every person who performs for him the work of a laborer or a mechanic on the Project, or on any part thereof, the benefits of the labor and wage provisions of this contract regardless of any contractual relationship between the Contractor and such laborer or mechanic, or between any subcontractor and such laborer or mechanic.

Persons
Entitled
to Benefits
of Labor
Provisions

Collective
Bargaining

33. INSURANCE

(1) The Contractor shall provide adequate workmen's compensation insurance for all labor employed on the Project who may come within the protection of such laws and shall provide, where practicable, employers' general liability insurance for the benefit of his employees not protected by such compensation laws, and proof of such insurance satisfactory to the Local Authority shall be given. Said insurance shall be written with such company as may be acceptable to the Local Authority and the policy shall be submitted to the Local Authority for examination. Satisfactory certificates of said insurance shall be filed with the Local Authority in duplicate prior to the commencement of operations by the Contractor. The Contractor will be charged with the responsibility for proper and adequate workmen's compensation coverage for all his subcontract operations, and in the event the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Local Authority covering each and every

Insurance

subcontractor shall be filed with the Local Authority prior to the commencement of such subcontract operations.

(2) The Contractor shall also carry manufacturers and contractors public liability insurance against injury to members of the public from accidents which may arise from operations performed under the Contract. Such insurance shall be in the amount of \$20,000 for the injury of one person in one accident, and \$40,000 to any number of persons in one accident. The insurance shall be placed with such company as may be acceptable to the Local Authority. The policy shall be submitted to the Local Authority for examination and satisfactory certificates of said insurance shall be filed with the Local Authority in duplicate prior to the commencement of operations by the Contractor. The Contractor will be charged with the responsibility for similar public liability protection for all his subcontract operations, and in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Local Authority covering each and every subcontractor shall be filed with the Local Authority prior to the commencement of such subcontract operations.

(3) In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same are not satisfactory to the Local Authority, the Contractor will secure other policies or certificates in form and amount, and with companies satisfactory to the Local Authority. The Contractor shall not cause any policies to be cancelled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the Local Authority stating when, not less than 10 days thereafter, such cancellation or reduction shall be effective. All certificates of in-

surance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applied, the expiration date and the above mentioned notice of cancellation clause.

34. REPORTS TO U.S. DEPARTMENT OF LABOR

(1) The Contractor shall furnish to the United States Department of Labor, as early as practicable, the names and addresses of all of his subcontractors. The Contractor and each subcontractor shall report monthly to said Department no later than the 5th day following the close of each calendar month, on forms furnished by said Department, the number of persons on their respective pay rolls, the aggregate amount of such pay rolls, the total man hours worked, and itemized expenditures for materials.

Reports to
U.S. Department of
Labor

35. PAY ROLLS

(1) The Contractor and each subcontractor shall prepare his pay roll on forms prescribed by the USHA and in accordance with instructions to be furnished with these forms. The forms will be furnished by the USHA through the Local Authority. Not later than the 7th day following the payment of the wages, each such contractor shall submit to the Local Authority for transmittal to the USHA, a certified legible copy of each such pay roll duly sworn to in accordance with the "Regulations Issued Pursuant to So-Called Kick-Back Statute" which Regulations are set forth in the next following paragraph. An additional conformed copy of each such pay roll shall be furnished for the Local Authority's records.

Pay Rolls

36. KICK-BACK STATUTE AND REGULATIONS

(1) The so-called Kick-Back Statute is Public, No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), and reads as follows:

AN ACT to effectuate the purpose of

Kick-Back
Statute
and
Regulations

certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

"BE IT ENACTED BY THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA IN CONGRESS ASSEMBLED, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever, shall be fined not more than \$5,000, or imprisoned not more than five years, or both.

"Section 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building or work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week."

(2) Regulations Issued Pursuant to So-Called Kick-Back Statute. Pursuant to the provisions of Public, No. 324, Seventy-third Congress, Approved June 13, 1934 (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior have jointly made the following regulations:

Section 1. (This section quotes the Kick-Back Statute.)

Section 2. Each contractor and subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the

United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

State of.....
County of....., ss:

I, (Name of the party signing affidavit), (Title), do hereby certify that I am the employee of (Name of contractor or subcontractor), who supervises the payment of the employees of said contractor (subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of (Project), for the weekly pay roll period from the day of , 194..., to the day of , 194...; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or undertaking with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.

Sworn to before me this..... day of..... , 194....

Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

USHA SUGGESTED SPECIFICATIONS

Said affidavit shall be delivered, within seven days after the payment of the pay roll to which it is attached, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such seven-day period to the Federal agency having control of the project.

Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the contractor or subcontractor is a corporation, such affidavit shall be executed by its president or vice president. In the event that the contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

(3) Construction of Regulations: The clause in the pay roll affidavit which reads "****that

the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor ****" is construed to mean:

- (a) Wages due are the wages earned during the pay period by each person employed by the contractor, less any deductions required by law.
- (b) At the time of signing the affidavit, the wages due each employee have either been paid to him in full or are being held subject to claim by him.
- (c) Such unpaid wages will be paid in full on demand of the employee entitled to receive them.
- (4) The clause "****that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made" does not apply to any legitimate deductions mentioned above which enter into the computation of full weekly wages due.
- (5) The "Regulations Issued Pursuant to So-Called Kick-Back Statute" shall not be construed to prohibit deductions required by law.

37. WAGE CLAIMS AND ADJUSTMENTS

Wage Claims
and
Adjustments

(1) In cases of underpayment of wages by any contractor, the Local Authority will withhold from such contractor out of payments due an amount sufficient to pay persons employed on the work covered by his contract the difference between the wages required to be paid under the contract and the wages actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Authority, for and on account of the contractor, to the respective employees to whom they are due.

38. INTEREST OF MEMBER OF CONGRESS

Interest of
Member of
Congress

(1) No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit to arise therefrom provided this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

39. ASSIGNMENT

(1) Neither this contract nor any part thereof shall be assigned by the Contractor to any person, firm or corporation without the prior written approval of the Local Authority to such assignment. This provision shall not preclude the Contractor from subletting parts of the work in accordance with the general practice of the building trades.

40. DRAWINGS

(1) Attached hereto is a boundary line plat of the project site, which shall constitute a part of the Detailed Specifications.

NOTE (do not copy):

This section should be omitted or revised as necessary to fit the case. If any plan is needed, it will generally be a boundary line plan only of the site, which will aid in identifying it and the separate bid areas (if any). However, in case there are other drawings or the boundary plan is made a separate Contract Document, reference to the "Drawings", as well as to the "Specification", should be made in the Advertisement for Bids, in Section 1 of the Bid Form, and in Sections 2(1), 2(4), 3 and 4 of the Instructions to Bidders.

Assignment

Drawings

U S H A
S U G G E S T E D C O N T R A C T F O R M S

NOTE: Forms for use only when Lawns
and Planting (landscape work) is to be
performed under a separate contract.

C O N T R A C T D O C U M E N T S

F O R

" L A W N S A N D P L A N T I N G "

(Landscape Work)

Forms Included:

Advertisement for Bids
Bid Forms
Affidavit Forms
Statement of Bidder's Qualifications
Bid Bond
Instructions to Bidders
Contract
Directions for Preparation of Contract
Directions for Preparation and Execution of Bid,
Performance and Payment Bonds
General Conditions

ADVERTISEMENT FOR BIDS

(Should be modified if law requires other form)

The (Name of Local Authority) will receive sealed bids for the lawns and planting for (Give project name, number and location) until M. (E.S.T.) (C.S.T.) (Daylight Saving Time) on the day of , 19 , at (Address of Local Authority) (Name of City or town), State of , at which time and place all bids will be publicly opened and read aloud.

The successful bidder will be required to furnish satisfactory performance and payment bonds.

Attention is called to the fact that not less than the minimum wage rates as set forth in the specifications must be paid on this project.

Proposed forms of contract documents, including plans and specifications, are on file at the office of the (Name of Local Authority) at (Address of Local Authority).

Copies of the documents may be obtained by depositing \$ with the (Local Authority) for each set of documents so obtained. The amount of the deposit will be refunded to each person who returns the plans and documents in good condition within 10 days after the opening of bids.

The (Name of Local Authority) reserves the right to reject any or all bids and to waive any informalities in bidding.

A certified check or bank draft payable to the (Name of Local Authority), U. S. Government Bonds, or a satisfactory bid bond executed by the bidder and a surety company, in an amount equal to per cent of the bid shall be submitted with each bid.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the (Name of Local Authority).

(Name of Local Authority)

(Title of Officer)

BID _____

To the _____ (Name of Local Authority)
(Address)

Gentlemen:

1. The undersigned, having familiarized _____ with the local conditions affecting the cost of the work and with the Drawings, the Specification (including the advertisement for bids, instructions to bidders, general conditions, the bid form, the form of contract, the form of bonds, and the detailed specifications) and Addenda Nos. _____, _____, and _____ thereto, as prepared by _____

and on file in the office of _____, hereby proposes to furnish all labor, materials and equipment required for the installation and completion of all lawns and planting in connection with the low rent Housing Project (Title, Number and Location) all in accordance therewith, for the sum of _____ dollars (\$ _____) herein referred to as the "Base Proposal".

2. The Base Proposal may be decreased or increased in accordance with such of the following alternate proposals as may be selected:

Alternates:

Title	Deduction	Addition
No. 1 _____	\$ _____	\$ _____
No. 2 _____	\$ _____	\$ _____
No. 3 _____	\$ _____	\$ _____

The Bidder proposes to complete the work except maintenance and replacement as specified in the detailed specifications within consecutive calendar days from the date stated in the notice from the Local Authority to proceed with the work.

4. In submitting this bid it is understood that the right is reserved by (Local Authority) to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

5. Security in the sum of _____ dollars (\$_____) in the form of _____, is submitted herewith in accordance with the Specification.

6. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted. Also attached is a statement of contractors' qualifications.

_____, 19 _____ FIRM NAME _____

OFFICIAL ADDRESS BY _____

_____ TITLE _____

_____ Notary Public

A F F I D A V I TSTATE OF _____)
COUNTY OF _____) ss.

_____, being first duly sworn, deposes and says:

That he is _____ (a partner of the firm of etc.)
_____, the party making the foregoing proposal or
bid, that such bid is genuine and not collusive or sham; that
said bidder has not colluded, conspired, connived, or agreed, di-
rectly or indirectly, with any bidder or person, to put in a sham
bid or to refrain from bidding, and has not in any manner, directly
or indirectly, sought by agreement or collusion, or communication
or conference, with any person, to fix the bid price of affiant or
any other bidder, or to fix any overhead profit, or cost element
of said bid price, or of that of any other bidder, or to secure
any advantage against _____ or any person interested
in the proposed contract; and that all statements contained in
said proposal or bid are true.

(Name of bidder if the bidder is
an individual)(Name of partner if the bidder is
a partnership)(Name of officer if the bidder is
a corporation)

Subscribed and sworn to
this _____ day of _____,
19 ____.

(NOTE: Some states have statutory requirements for affidavits
that bids are not collusive; where prescribed by statute
the state law should be followed)

STATEMENT OF BIDDER'S QUALIFICATIONS

To accompany bids submitted for

Name of Bidder _____
Business Address _____

When organized _____

Where incorporated _____

How many years have you been engaged in the landscape contracting business under the present firm name? _____

Financial Statement _____

Credit available for this contract, \$ _____

Contracts now in hand. Gross amount, \$ _____

Plan of organization

Personnel of organization

Have you ever refused to sign a contract at your original bid?

Have you ever defaulted on a contract?

Remarks _____

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this _____ day of _____,
19

Notary Public

By

USHA-12-39

93047 H-4

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

(See Directions)

as PRINCIPAL, and

as SURETY,

(See Directions)

are held and firmly bound unto (Name of Local Authority) herein-after called the "Local Authority", in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the principal has submitted the accompanying bid, dated _____, 19____, for _____

NOW, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of 19_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of—

_____(Individual Principal) _____(SEAL)

_____(Address) _____(Business Address)

Attest: _____(Corporate Principal)

_____(Business Address) _____(Affix
corpo-
rate
seal)
By _____

Attest: _____(Corporate Surety)

_____(Business Address) _____(Affix
corpo-
rate
seal)
By _____

The rate of premium on this bond is _____ per thousand.
Total amount of premium charged, \$ _____.

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, secretary of the corporation named as principal in the within bond; that _____ who signed the said bond on behalf of the principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

(CORPORATE
SEAL)

AFFIDAVIT BY INDIVIDUAL SURETY

State of _____)
County of _____) ss:

I, _____, being duly sworn, depose and say that I am one of the sureties to the foregoing bond; that I am a citizen of the United States, and of full age and legally competent; that I reside at _____ and that I am worth in real estate and personal property the sum of _____ dollars, over and above (1) all my debts and liabilities, owing and incurred, (2) any property exempt from execution, (3) and aggregate full penalties on all other bonds on which I am surety, and (4) any pecuniary interest I have in the business of the principal on said bond; that I own, unencumbered, real estate, the fee of which is in my name, worth _____ dollars, located in _____ that said property is not exempt from seizure and sale under any homestead law, community, or marriage law, or upon any attachment, execution, or judicial process, and that I am not surety on any other bonds, except as follows:

(State character and amount of each bond. If not on
other bonds, so state)

(Surety's signature)

Subscribed and sworn to before me this _____ day of
_____, 19_____, at _____.

(Official Seal)

(Title of official administering oath)

CERTIFICATE OF SUFFICIENCY

I, _____ do hereby certify that _____
one of the sureties named above, is
personally known to me, and that, to the best of my knowledge and
belief, the facts stated by such surety in the foregoing affidavit
are true.

(Address)

INSTRUCTIONS TO BIDDERS.

1. Special Notice to Bidders. Attention is directed to the fact that this Specification has bound hereto a complete set of bidding and contract forms; these are for the convenience, only, of bidders and are not to be detached from the Specification or filled out or executed. Separate copies of Bid Forms are furnished for that purpose, in quadruplicate, three to be submitted with bid and one to be retained by the bidder for his records.

2. Bid Form. (A) All bids must be submitted in triplicate and shall be prepared in conformity with and shall be based upon and submitted subject to all requirements of the Specification and Drawings.

(B) Bid Documents shall be enclosed in envelopes (outer and inner) both of which shall be sealed and clearly labeled "Bid Documents" so as to guard against opening prior to the time set therefor. The Bidder shall be responsible for the placement of his firm name and the name and number of the project on the outside of both of such bid envelopes.

(C) The Local Authority may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached.

(D) The Bidder is required to bid on all Alternates. The term "No Bid" shall not be used but the Bidder shall set forth in the space provided therefor the amount to be added to or deducted from the Base Bid. In the event the Bidder does not desire to make a change from the Base Bid he shall so indicate by using the words "No Change."

(E) The Contract will be based upon the completion of the work according to the Drawings and the Specification together with all addenda thereto and any alternate which may be accepted by the Local Authority.

3. Interpretations. No oral interpretations will be made to any bidder as to the meaning of the Drawings and Specification. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Local Authority at _____.

_____. No inquiry received within ten days of the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the Specification which, if issued, will be sent as promptly as is practicable to all persons to whom the Drawings and Specification have been issued. All such addenda shall become part of the

contract documents. Failure of the Local Authority to send, or of any bidder to receive, any such interpretation shall not relieve any bidder from any obligation under his bid as submitted.

4. (A) Examination of Site, Drawings, Etc. (A) Each bidder shall visit the site of the proposed work and fully acquaint himself with conditions as they exist so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under his contract. Bidders shall also thoroughly examine and be familiar with the Drawings and the Specification. The failure or omission of any bidder to receive or examine any form, instrument or document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid.

(B) A separate contract (contracts) for the construction and other work has been (will be) executed for work which will be completed prior to or concurrently with the work required by this contract. The contract documents, plans and specifications for the work required under such separate contract (contracts) are on file at the office of the Local Authority. Bidders shall inspect these contract documents, plans and specifications, and fully acquaint themselves with the work required therein which may affect the Lawns and Planting work.

NOTE: (Do not copy.)

The above paragraph should be adjusted according to conditions.

5. Statement of Bidder's Qualifications. Each bid must be accompanied by a statement, on the form furnished for that purpose, a copy of which is included in the Specification, of the bidder's financial resources, his experience in landscape work and his organization available for the work contemplated. The Local Authority shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Local Authority all such information and data for this purpose as the Local Authority may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the Local Authority that the bidder is qualified to carry out properly the terms of the Contract Documents.

6. Bid Guaranty. (A) The bid must be accompanied by a bid guaranty which shall not be less than _____ percent (_____) of the amount of the bid, and at the option of the bidder may be a certified check, bank draft, U. S. Government Bonds (at par value), or a bid bond in the form attached to the Bid Form. No bid will be considered unless it is so guaranteed. Certified check or bank draft must be made payable to the order of _____ (Local Authority) _____. Cash deposits will not be accepted. The bid

guaranty shall insure the execution of the contract and the furnishing of performance and payment bond by the successful bidder as specified in the Contract Documents.

(B) Revised Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the revision of the bid will not be considered and the original bid shall remain in force.

(C) In case Bid Guaranty is in the form of a certified check, bank draft, or U. S. Government Bonds, the Local Authority may make such disposition of the same as will accomplish the purpose for which submitted. Certified checks or bank drafts may be held uncollected at the bidder's risk. Certified checks or bank drafts, or the amount thereof, and U. S. Government Bonds of unsuccessful bidders will be returned as soon as practicable after the opening of Bids.

7. Alternative Bids. Alternative bids will not be considered unless called for.

8. Corrections. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

9. Time for Receiving Bids. (A) Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening: Provided, that such modifications are confirmed in writing over the signature of the bidder within 48 hours thereafter.

(B) Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modification, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.

(C) Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened; and, so far as

practicable, make due allowance for possible delays in order to avoid the necessity for investigations of claims that such delays in receipt of bids were due solely to delay in the mails as provided in this section.

10. Withdrawal of Bids. Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening: Provided, that telegraphic withdrawal is confirmed in writing over the signature of the bidder within 48 hours thereafter. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

11. Bidders Present. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representative.

12. Award of Contract; Rejection of Bids. The Contract will be awarded to the lowest responsible bidder complying with the conditions of the advertisement for bids, provided his bid is reasonable and it is to the interest of the Local Authority to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Local Authority, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Local Authority. The Local Authority also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen, or employees. In determining the lowest responsible bidder the following elements, in addition to those above mentioned, will be considered: whether the bidder involved (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet the obligations incident to the work; (d) has appropriate technical experience.

13. Performance Bond, Payment Bond, Execution of Contract.
(A) The successful bidder shall furnish a Performance and Payment Bond in a penal sum of at least fifty percentum (50%) of the total amount payable by the terms of the contract. Such bond shall be in the form of Bond, a copy of which is included in the Specification.

NOTE TO ARCHITECT: If a separate Payment Bond is required this
(Do not copy) provision should be modified.

(B) The successful bidder shall sign the Contract with the Local Authority in the form of the Contract included in the Specification in such number of counterparts as the Local Authority may request.

(C) Such Performance and Payment Bond shall be furnished and such Contract shall be signed and delivered by the successful bidder within ten (10) days after the receipt by the successful bidder of notice of acceptance of his bid by the Local Authority.

14. Time for Completion. (A) The work shall be commenced at the time stated in the notice to the Contractor to proceed and except for maintenance and replacement as specified in section _____ and section _____ of the detailed specifications shall be completed in _____ consecutive calendar days from the date stated in said notice.

(B) The time for completion shall be for all work except maintenance and replacement. Notice to proceed may be given to the bidder by the Local Authority on any date after the bidder has executed the contract and furnished his performance and payment bond as herein specified and when in the opinion of the Local Authority other work on the project site has progressed sufficiently to permit the work under this contract to proceed.

15. Liquidated Damages. (A) As actual damages for delay in completion are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Local Authority the sum of \$ _____ as fixed, agreed and liquidated damages for each consecutive calendar day of delay (not beyond the control of the Contractor, see Section 13 of the General Conditions) until the work is completed or accepted.

(B) If the period required for the completion of the maintenance and replacement work should extend beyond the established completion date, the time required for such maintenance and replacement work shall not be computed in determining liquidated damages, provided that such maintenance and replacement work is the only work remaining to be performed under this contract.

16. Unit Prices. Unit prices as may be requested by the Local Authority for the various types of work shall be agreed upon with the successful bidder prior to the signing of the contract. Unit prices shall be maintained without regard to the actual amounts encountered in the work. The Local Authority reserves the right at its option to make any changes in accordance with Section 2 of the General Conditions. Unit prices agreed upon shall represent the cost to the Contractor of the work involved and shall not include overhead and profit. Percentages for overhead and profit shall be applied to these unit prices for net extra work in accordance with

Section 2 of the General Conditions. Percentages for overhead and profit will not be allowed for social security, old age, and unemployment, insurance and other taxes. (Agreed upon prices will be listed).

17. Collusive Agreements. Each Bidder is required to submit with his bid an affidavit in the form attached to the Bid Form to the effect that the bidder has not colluded with any other person in regard to any bid submitted.

CONTRACT

THIS AGREEMENT made the _____ day of _____ in the year nineteen hundred _____ by and between _____ hereinafter called the "Contractor", and* _____ herein-after called the "Local Authority."

WITNESSETH, That the Contractor and the Local Authority for the consideration stated herein agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all labor and materials and perform all work required for _____

(Description of Work)
in strict accordance with the Specification and the Drawings, all of which are made a part hereof and designated as follows:

(Identify Specification and Drawings.)

ARTICLE 2. Time of Completion. The Contractor shall commence work under this contract on a date to be specified in a written order of the Local Authority and shall fully complete all work thereunder exclusive of maintenance and replacement within _____ consecutive calendar days from said date.

ARTICLE 3. The Contract Price. The Local Authority shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Base Proposal: _____ Dollars
(\$ _____).

*Note: The Local Authority should be identified in the opening paragraph by its official name, a designation of its corporate status and the law under which it was created, for example, "The Housing Authority of _____,
(a) (a public corporation);
(b) (a body politic and corporate);
(c) (a municipal corporation) etc.
created by the Housing Authorities Law of the State of _____."

Accepted Alternates:

No. 1 Deduct \$	Add \$
No. 2 Deduct \$	Add \$
No. 3 Deduct \$	Add \$
Subtotal \$	Subtotal \$

Deduct (Add) \$
Contract Price \$

ARTICLE 4. As actual damages for delay in completion are impossible of determination, the Contractor and his sureties shall be liable for and shall pay to the Local Authority the sum of \$ _____ as fixed, agreed and liquidated damages for each calendar day of delay (not beyond the control of the Contractor) until the work, exclusive of maintenance and replacement, is completed or accepted.

ARTICLE 5. Contract Document. Contract Documents shall consist of the following component parts:

1. General Conditions.
2. Advertisement for Bids.
3. Instructions to Bidders.
4. The Detailed Specifications.
5. The Drawings.
6. Contractor's Bid as accepted by the Local Authority.
7. This Instrument.

This Instrument together with the documents enumerated in this Article 5 form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in any of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 5 shall govern, except as otherwise specifically stated.

(Contractor

By

Countersigned:

Title

Title

Name of Local Authority.

By

Attest:

Title

I, _____, certify that I am the _____
secretary of the corporation named as Contractor herein; that
_____ who signed this Contract on behalf of the
Contractor, was then _____ of said corporation; that
said Contract was duly signed for and in behalf of said corpora-
tion by authority of its governing body, and is within the scope
of its corporate powers.

Corporate
Seal

I HEREBY CERTIFY that, to the best of my knowledge and belief, based upon observation and inquiry, _____ who signed this Contract for the _____ had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

DIRECTIONS FOR PREPARATION OF CONTRACT

1. The blank space of article 1 is intended for the insertion of a statement of the work to be done, together with place of performance or for the enumeration of papers which contain the necessary data.
2. All blank spaces must be filled in or ruled out. The Contract must be dated and the bond must bear the same or subsequent date.
3. An officer of a corporation, a member of a partnership, or an agent, signing for the principal shall place his signature and title after the word "By" under the name of the principal. A Contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney or other evidence of his authority to act on behalf of the Contractor.
4. If the Contractor is a corporation, one of the certificates following the signatures of the parties must be executed. If the Contract is signed by the secretary of the corporation, then the first certificate must be executed by some other officer of the corporation under the corporate seal, or the second certificate executed by a representative of the Local Authority. In lieu of either of the foregoing certificates there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
5. The full name and business address of the Contractor must be inserted and the Contract signed with his usual signature. Typewrite or print name under all signatures to Contract and bond.

DIRECTIONS FOR PREPARATION AND EXECUTION
OF BID, PERFORMANCE AND PAYMENT BONDS

1. The surety on the bond for any bid or for the performance of the contract may be any corporation authorized and qualified to act as surety in the State of _____, or two responsible individual sureties. Each individual surety shall justify in sum not less than the penalty of the bond.
2. A firm as such, will not be accepted as a surety, nor a partner for co-partners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein. Sureties, if individuals, shall be citizens of the United States and residents of _____.
3. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine, Massachusetts, or New Hampshire, an adhesive seal shall be affixed opposite the signature.
4. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
5. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
6. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
7. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

8. Each individual surety shall justify, under oath, according to the form appearing on the bond, before some officer having authority to administer oaths generally. If the officer has an official seal it shall be affixed, otherwise the proper certificate as to his official character shall be furnished.

9. The certificate of sufficiency shall be signed by an officer of a bank or trust company, or by a judge or clerk of a court of record, or any other officer of the United States or the State of _____ acceptable to the Local Authority.

10. The date of the bond must not be prior to the date of the instrument for which it is given.

NOTE: (Do not copy.)

Insert suitable performance and payment bond form. (See form used in connection with General Construction Contract.)

GENERAL CONDITIONS

1. Definitions. Wherever used in any of the contract documents, the following meaning shall be given to the terms herein defined:

(A) The "Contract" means the contract executed by the Local Authority and the Contractor of which these General Conditions form a part. The entire list of Contract Documents is set forth in the contract form.

(B) The terms "Local Authority" and "Contractor" mean the respective parties to the contract.

(C) The term "USHA" means the United States Housing Authority, an agency and instrumentality of the United States of America created by the United States Housing Act of 1937 (Public No. 412-75th Congress), which (subject to the provisions of a certain Loan Contract, dated _____, between the Local Authority and the USHA) has agreed to purchase certain obligations of the Local Authority to aid in financing the work to be performed under the Contract.

(D) The "Architect" is the person, firm or corporation under contract with the Local Authority for landscape architectural services related to the work.

NOTE: (Do not copy.)

If the Lawns and Planting work is to be supervised by the Landscape Architect under direct contract with the Local Authority, and not by the Architect, the term "Architect" where used in these documents should be deleted and the term "Landscape Architect" substituted therefor.

(E) The term "Construction Adviser" means the person designated by the Administrator of the USHA to perform certain functions in connection with the Loan Contract between the USHA and the Local Authority.

(F) The term "Project" means the housing project, the Lawns and Planting and related work for which is covered under this contract.

(G) The "Drawings" refer to the drawings enumerated in the Specification, and the "Specifications" refer to the detailed description of the work.

(H) The Specification is comprised of the following:

Advertisement for bids: bid form, together with forms of bid bond, affidavit, and statement of contractor's qualifications; instructions to bidders; contract form; the performance bond form; general conditions; schedule of drawings; alternates and detailed specifications.

2. Changes in the Work. (A) The Local Authority may, at any time, without notice to the sureties and without invalidating the contract, make changes by altering, adding to or deducting from the work, the contract amount and time being adjusted accordingly. All such work shall be executed under the conditions of the original contract.

(B) Except for minor modifications in the work not involving extra cost or additional time and not inconsistent with the purposes of the Project and except in an emergency endangering life of property, no extra work or change shall be made unless in pursuance of a written order from the Local Authority counter-signed by the Architect authorizing the extra work or change, and no claim for an addition to the contract amount shall be valid unless so ordered.

(C) No order for any changed or extra work involving more than One Thousand Dollars (\$1,000) shall be valid unless, in addition to the countersignature of the Architect, the order is accompanied by evidence that it has been submitted to and approved by the Construction Adviser. In any change involving the substitution of one type, kind, or design of work for another or one material for another, the cost of the change shall be considered as involving more than One Thousand Dollars (\$1,000), if either (a) the value of the work or materials omitted, or (b) the value of the work or materials substituted exceeds One Thousand Dollars (\$1,000).

(D) In no event shall the Local Authority order changes or extras which will, together with the cost of all previous changes or extras increase the contract price in an aggregate amount exceeding 2% of the original contract price without the prior written approval of the Construction Adviser.

(E) Wherever possible, the value of any such extra or changed work shall be determined in advance and stated in the order to the Contractor. If it is impossible to determine the amount in advance, the Contractor shall proceed with the work upon receipt of the proper order and shall keep and present in such form as the Architect may direct a correct amount of the cost of the extra or changed work, together with all vouchers therefor, and the Architect shall certify to the amount, including an allowance for overhead and profit of _____% to the contractor on all work he performs himself; _____% to the subcontractor on all work he does plus _____% for work done by the subcontractor and superintended by the contractor. The above shall

apply to the net additions for any one change. If deductions are ordered, the credit shall be the net cost. No percentages will be allowed on the items of social security, old age and unemployment, insurance and other taxes.

(F) Should the Contractor or the Local Authority encounter during the process of the work subsurface or latent conditions at the site materially differing from those shown on the drawings or indicated in the Specification, the attention of the Architect, shall be called immediately to such conditions before they are disturbed. If the Architect finds that they materially differ from those shown on the Drawings or indicated in the Specification, he shall at once make such changes in the drawings or specifications as he may find necessary and any increase or decrease in cost or extension of time resulting from such changes shall be adjusted in the same manner as provided for changed or extra work, provided the proper written order signed by the Local Authority and countersigned by the Architect (and if the amount involves more than One Thousand Dollars (\$1,000), or if the change, together with all previous changes, increases the contract price in an aggregate amount of 2% of the original contract price, evidence that the Construction Adviser has approved the same) has been received.

3. Claims for Extra Cost. If the Contractor claims that any instructions by drawings or otherwise involve extra cost or an extension of time, he shall give the Local Authority written notice thereof within ten days after the receipt of such instructions and in any event before proceeding to execute the work. The procedure shall then be the same as provided for in Changes in the Work. No such claim shall be valid unless so made.

4. Inspection. (A) All materials and workmanship (if not otherwise designated by the specifications) shall be subject to inspection, examination, and test by the Local Authority or its delegated representative at any and all times and at any and all places. The Local Authority shall have the right to reject defective materials and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected. Rejected materials shall be promptly segregated and removed from the premises and satisfactorily replaced with proper material without charge therefor. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Local Authority may by contract or otherwise have the defects remedied or rejected materials removed from the site and charge the cost of the same against any moneys which may be due to Contractor, without prejudice to any other rights or remedies of the Local Authority in the premises.

(B) The Contractor shall furnish promptly without additional charge, all materials reasonably necessary for any tests or analyses that may be required. All tests by the Local Authority shall be performed in such manner as not to unnecessarily delay the work and unless otherwise provided for shall be made at the expense of the

Local Authority. The contractor shall be charged with any costs of additional tests when the materials or equipment tested do not meet specifications.

(C) If any work be covered up without approval or consent of the Local Authority or its delegated representative it shall if requested by the Local Authority or its delegated representative be uncovered at the expense of the Contractor. Should it be considered necessary or advisable by the Local Authority at any time before final acceptance of the entire work to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, due to fault of the Contractor or his subcontractors he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 per cent, shall be allowed the Contractor and he shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

(D) Inspection of material and finished articles to be incorporated in the work at the site shall be made at the place of production, growth, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the specifications; and such inspection and acceptance, unless otherwise stated in the specifications, shall be final, except as regards (i) latent defects, (ii) departures from specific requirements of the contract and the specifications and drawings made a part thereof, (iii) damage or loss in transit, or (iv) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part shall be made at the site.

5. Samples. (A) Samples of plants, topsoil, manure, fertilizer and other such items shall be submitted as required by the specification. The Contractor will be held responsible for all delays caused by the rejection by the Local Authority of materials which do not conform to the specification and to the samples as approved.

(B) Approval of any material shall be general only, and shall not constitute a waiver of the Local Authority's right to demand full compliance with contract requirements. After actual deliveries, the Local Authority will make such check tests as it deems necessary in each instance, and may reject materials, equipment and accessories for cause, even though such materials and articles have been given general approval.

(C) After approval there shall be no change in variety, brand, make or standard of material, equipment or accessory except with the consent of the Local Authority.

(D) Wherever in the various divisions of the specification there are special requirements as to samples or approval of tests not consistent with the above requirements, such special requirements shall govern.

6. Final Inspection. When the work is substantially completed the Contractor shall notify the Local Authority (in writing) that the work will be ready for final inspection on a definite date which shall be stated in such notice. Such notice shall be given at least 10 days prior to the date stated for final inspection.

7. Review by USHA. The USHA and its authorized representatives and agents shall, at all times, have access to and be permitted to observe and review all work, materials, pay rolls, records of personnel, conditions of employment, invoices of materials, and other relevant data and records; provided, however, that all instructions and approvals with respect to the work shall be given to the Contractor only by the Local Authority, or the Architect.

8. General Guaranty. Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Local Authority shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor or his sureties of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor or his sureties shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance, except replacement of plant materials for which other requirements are set forth in "Detailed Specifications". The Local Authority will give notice of observed defects with reasonable promptness.

9. Deduction for Uncorrected Work. If the Local Authority deems it inexpedient to require the Contractor to correct work injured or not done in accordance with the Contract Documents, an equitable deduction from the Contract Price shall be made by agreement between the Contractor and the Local Authority subject to settlement, in case of dispute, as hereinafter provided.

10. Materials and Workmanship. Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by this contract are to be of the best grade of their respective kinds for the purpose. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the Architect, shall decide the question of equality. When required

by the specifications, or when called for by the Architect, the Contractor shall furnish the Architect for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when and as directed. Equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.

The Local Authority or the Architect may require the Contractor to dismiss from the work such employee or employees as the Local Authority or Architect deems incompetent, careless, insubordinate, or otherwise objectionable.

11. Superintendence by Contractor. The Contractor shall give his personal superintendence to the work or have a competent superintendent satisfactory to the Local Authority or the Architect, on the work at all times during progress with authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

The Contractor shall lay out his own work and he shall be responsible for all lines, elevations, and measurements of the work executed by him under the contract. He must exercise proper precaution to verify the figures shown on the drawings before laying out the work and will be held responsible for any error resulting from his failure to exercise such precaution.

12. Right of Local Authority to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to his employees or his subcontractors, or persistently disregard instructions of the Local Authority, or Architect, or fail to observe or perform the provisions of the Contract Documents, or otherwise be guilty of a substantial violation of any provision of the Contract Documents, then the Local Authority may, by at least five days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Local Authority in the premises, terminate the Contractor's right to proceed with the work. In such event, the Local Authority may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Authority for any excess cost occasioned to the Local Authority thereby; and in any such case the Local Authority may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. The foregoing provisions are in addition to, and not in limitation of the rights of the Local Authority under any other provisions of the contract documents.

13. Delays--Damages. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, the Local Authority may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Local Authority may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Authority for any excess cost occasioned by the Local Authority thereby. If the Contractor's right to proceed is so terminated, the Local Authority may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. If the Local Authority does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the Contractor shall pay to the Local Authority as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth elsewhere in the Contract Documents and the Contractor and his sureties shall be liable for the amount thereof:

Provided, That the right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Local Authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and inclement weather, or delays of subcontractors due to such causes;

Provided further, That the Contractor shall within 10 days from the beginning of any such delay notify the Local Authority in writing of the causes of delay. The Architect shall ascertain the facts and the extent of the delay and the Local Authority shall extend the time for completing the work when in the judgment of the Architect the findings of fact justify such an extension. Apart from extension of time for unavoidable delays, no payment or allowance of any kind shall be made to the contractor as compensation for damages because of hindrance or delay from any cause in the progress of the work, whether such delay be avoidable or unavoidable.

14. Permits and Building Codes. The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the drawings and specifications are

at variance therewith, he shall promptly notify the Local Authority in writing and the Local Authority shall instruct the Contractor as to his further procedure and in the event that any change in the plans and specifications shall become necessary in order to comply with any law, ordinance, rule or regulation, and such change shall involve an increase or decrease in the cost of performance, the contract price will be adjusted as provided in section 2, Changes in the Work, of the General Conditions.

The Local Authority will arrange for the issuance, WITHOUT COST TO THE CONTRACTOR by the appropriate governmental agency, if and when necessary, of permits for water, demolition, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, street openings, the repaving of streets and sidewalks and all other building, electrical, plumbing, and heating permits necessary under any rule or regulation of the City or any of its agencies and the contractor shall not include in his bid price the cost of any such permits nor shall he include therein any inspection fees which might otherwise be charged by the City Government or any of its departments or agencies. The Contractor, however, shall make all necessary applications for the securing of any such required permits and shall attend the office of the issuing department or agency and shall receive all such permits before commencing work.

15. Care of the Work. (A) The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered by partial payments made by the Local Authority.

(B) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and Holidays, from the time work is commenced until final completion and acceptance.

(C) In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Local Authority, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act, if instructed to do so by the Local Authority, or the Architect. Any compensation claimed by the Contractor on account of such emergency work shall be determined by the Architect subject to arbitration in case of dispute, as provided in the Contract Documents.

(D) The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, etc., and to avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

(E) Wherever required by law, the Contractor shall shore up, brace, underpin and protect as may be necessary, all foundations and other parts of all existing structures adjacent and adjoining the site which are in any way affected by the excavations or other operations connected with the prosecution and completion of work under this contract. Whenever any notice is required to be given by the Local Authority or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work, such notice shall be given by the Contractor. The Contractor shall indemnify the Local Authority and save it harmless from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Local Authority may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

(F) No bonfires are to be made upon any part of the property unless permitted in writing by the Local Authority, and any bonfire that is made must be closely attended until it has burned completely out, or has been extinguished.

16. Other Contracts. (A) The Local Authority has awarded or may award other contracts in connection with the project and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under other contracts as may be directed by the Local Authority. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractors.

(B) Where any part of the work under this contract depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and shall immediately thereafter report to the Local Authority any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the receipt of his work, except as to defects which may develop in other contractor's work after the execution thereof.

17. Mutual Responsibility of Contractors. If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration, if such contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Local Authority on account of any damage alleged to have been so sustained, the Local Authority shall notify the Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the Local Authority shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

18. **Disputes.** All disputes concerning questions arising under Sections 34 to 51, inclusive, of these General Conditions shall be decided by the Local Authority and the Local Authority's decision thereon shall be final and binding, except as otherwise specifically provided in this contract.

All other disputes arising under this contract, shall be decided by the Architect subject to arbitration as hereinafter provided. If either the Local Authority or the Contractor shall request arbitration of any such dispute, notice of the demand for arbitration shall be filed in writing with the Architect and the other party to the contract. Such notice shall be filed within ten days from the decision or demand concerning which arbitration is requested. In the event no such request for arbitration is filed, the decision or demand shall be considered as final and binding upon the other party to the contract. One arbitrator shall be appointed by the Local Authority and one arbitrator shall be appointed by the Contractor, such appointments being made in writing and communicated to the other party, and, upon receiving such communication, the party receiving the same will appoint his arbitrator and notify the other party of such appointment within a period of five days. In the event the arbitrators so appointed shall not agree within a period of ten days, then a third arbitrator, who shall be a competent and disinterested person, shall be appointed, and the decision of any two of the three arbitrators shall be conclusive. The third arbitrator shall be appointed by the two arbitrators theretofore appointed and acting, or, in case they shall not agree on such third arbitrator within a period of three days, then such third arbitrator shall be appointed by the Construction Adviser. The Construction Adviser, however, shall in no case act as an arbitrator. Any decision of the arbitrators shall be in writing and shall be delivered to the parties immediately upon the making of such decision. The arbitrators shall have the right to retain and consult experts and competent authorities skilled in the matter or matters under arbitration. The fees, cost and expense of the arbitrators shall be borne by the party against whom the arbitration is determined, or partially by each party according to the determination if it is not entirely against one party, or, in the case of a determination by compromise, by such party or parties as may be designated by the arbitrators.

Decisions on disputes arising under Sections 34 to 51 inclusive, of the General Conditions, or questions, the final determination of which are otherwise specifically provided for in the contract, shall not be subject to arbitration.

19. **Contractor.** (A) Only one Contractor is recognized as a party to this Contract, and where the term "Contractor" is used the Contractor for Lawns and Planting is referred to.

(B) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, all other services, facilities, and costs of every nature whatsoever necessary to execute and complete the entire work to be done under the Contract Documents and deliver it complete in every respect.

20. Drawings and Specifications. (A) A copy of the drawings and specifications shall be kept on the site of work and they shall be accessible to the Local Authority and the Architect at all times. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In any case of discrepancies in the figures or drawings, the matter shall be immediately submitted to the Architect without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The Architect, shall furnish from time to time such drawings and other information as he may consider necessary, unless otherwise provided.

(B) Where the word "similar" occurs on the drawings, it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work. Where on any drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where any detail is indicated by starting only, such detail shall be continued throughout the parts in which it occurs and shall also apply to all other similar parts in the work, unless otherwise indicated. In case of differences between small and large scale drawings, the larger scale drawing shall take precedence.

(C) Except the Contractor's executed set, all drawings and the specifications are the property of the Local Authority. The Local Authority will furnish the Contractor without charge eight sets of the Drawings and Specifications. Additional sets will be furnished upon request, at a cost as determined by the Local Authority. Such drawings and specifications are not to be used on other work, and those sets in usable condition shall be returned to the Local Authority, upon request, at the completion or cessation of the work or termination of the contract.

21. Contractor's Liability. Without limitation of any other provision of the Contract Documents, all damage and loss (whether caused by fire, flood, or any other casualty or happening) to the material and work, to be performed pursuant to the Contract Documents (whether or not covered by partial payments) shall be at the

risk of the Contractor until final acceptance of such material and work, and no such damage or loss shall relieve the Contractor of, or in any way affect, his obligations to complete and deliver the work in accordance with the Contract Documents, irrespective of any insurance carried by the Contractor.

22. Reference to Materials by Name. Specific reference in the specification to any article, device, product, material, fixture, form, or type of construction, etc. by name, make or catalog number shall be interpreted as establishing a standard of quality, and shall not be construed as limiting competition, and the contractor, in such cases, may at his option use any article, device, product, or material, fixture, form or type of construction, which in the judgment of the Local Authority is equal to that named.

23. Communications. (A) All notices, demands, requests, instructions, approvals, and claims must be in writing.

(B) Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Bid (or at such other office as the Contractor may from time to time designate to the Local Authority in writing) or deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

(C) All papers required to be delivered to the Local Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the

and any notice to or demand upon the Local Authority shall be sufficiently given if delivered to the office of said _____, or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in either of said last two cases to said _____ at such address, or to such other representative of the Local Authority or to such other address as the Local Authority may subsequently specify in writing to the Contractor for such purpose.

(D) Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegrams) at the time of actual receipt, as the case may be.

24. Temporary Toilet Accommodations. The Contractor shall furnish, install and maintain ample sanitary facilities for the

workmen; toilets shall be placed at the time work starts. These temporary toilet facilities shall be placed where directed by the Local Authority and maintained as required by the local health ordinances. He shall provide the necessary temporary enclosures to accommodate the toilets. The toilets shall be maintained in a sanitary condition and contents removed from premises as often as required. Subject to the approval of the Local Authority, the Contractor may make arrangements for the use of similar facilities furnished by others.

25. Removal of Debris, Cleaning, etc. The Contractor shall, as directed during the progress of the work, remove and properly dispose of the resultant dirt and debris, and keep the premises reasonably clear. Upon completion of the work he shall remove all equipment and unused materials provided for the work, and put the premises in a neat and clean condition.

26. Use of Premises. (A) The Contractor shall confine his apparatus storage of materials, and operations to the limits indicated by ordinances or permits, or as may be directed by the Local Authority, or the Architect, and shall not unreasonably encumber the premises with his materials.

(C) The Contractor shall not load or permit any part of any structure to be loaded to such an extent as to endanger its safety.

(D) The Contractor shall enforce any instructions of the Local Authority, or the Architect, regarding signs, advertising, fires, danger signals, barricades, and smoking.

27. Subcontracts. (A) The Contractor shall not award any work to any subcontractor without prior written approval of the Architect.

(B) Two facsimile copies of all subcontracts shall be delivered to the Local Authority.

(C) The Contractor shall be as fully responsible to the Local Authority for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by himself.

(D) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents in so far as applicable to the work of subcontractors and give to the Contractor the same power as regards terminating any subcontract that the Local Authority may exercise over the Contractor under any provisions of the Contract Documents.

(E) Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Local Authority.

28. Coordination of work of Lawns and Planting and Construction Schedules. (A) Other Contractors are required to provide progress schedules including as separate items grading, street and yard improvements, public utilities and other work outside the building proper.

(B) Wherever any part of the work of lawns and planting must be executed in conjunction with the construction of any part of the work under other contracts, it shall be the responsibility of this Contractor to cooperate and arrange a schedule of procedure with other Contractors in conformity with the approved progress schedule of the General Construction satisfactory to the Local Authority that will permit the execution of the work of lawns and planting as specified.

(C) In the event that any construction work affecting the progress of the work of lawns and planting is delayed or not finished as scheduled, it shall be the duty of the Contractor to so report to the Local Authority and to request that such work be completed in time to permit the completion of the work of lawns and planting when specified.

(D) The Contractor shall so conduct his operations as to permit all construction work in or about the building, or buildings, to proceed as best practice will allow and he shall permit and provide for the joint occupancy and joint use of the land and buildings on the project site by the owners, the owner's employees, and tenants of the buildings, contractors and agencies engaged in the work.

29. Patents. The Contractor shall hold and save the Local Authority, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Authority, unless otherwise specifically stipulated in the Contract Documents.

30. Warranty of Title. No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all materials, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises together with all

improvements and appurtenances constructed or placed thereon by him to the Local Authority free from any claims, liens, or charges and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for any work covered by the contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Authority. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

31. Construction Schedule and Periodical Estimates. Immediately after execution and delivery of the contract, the Contractor shall deliver to the Local Authority a progress schedule in form satisfactory to the Local Authority showing the proposed dates of commencement and completion of each of the various subdivisions of work required and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Local Authority, (1) a detailed estimate giving a complete breakdown of the contract price and (2) periodical itemized estimates of work done for the purposes of making partial payments thereon. The values employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

32. Payments to Contractor. (A) Partial payments will be made as the work progresses on not later than the fifteenth day of each calendar month for work done during the preceding calendar month on estimates certified to by the Architect and signed by the Local Authority. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration. Estimates for monthly payments must be submitted at least ten (10) days in advance of the date set for payment.

(B) In making such partial payments for the work there shall be retained 10% of the estimated amount until final completion and acceptance of all work covered by the contract: Provided, however, that after 50% of the work has been completed, if the Architect certifies that satisfactory progress is being made, the Local Authority shall make the remaining partial payments, except for such amount as may be necessary to cover maintenance and replacement, in full for the work subsequently completed.

(C) All material and work covered by partial payments made shall thereupon become the sole property of the Local Authority, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Local Authority to require the fulfillment of all terms of the contract.

(D) Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract shall be paid upon certification by the Architect and approved by the Local Authority, after the contractor shall have furnished the Local Authority with a release, if required, of all claims against the Local Authority arising under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release in stated amounts to be set forth therein, provided, the amounts of such excepted claims are not included in the voucher for final payment.

The Local Authority may before making any payment require the Contractor to furnish releases or receipts from all persons performing work and supplying material to the Contractor, if the Local Authority deems the same necessary in order to protect its interest. The Local Authority, however, may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in nowise impair the obligations of any surety or sureties on any bond or bonds furnished under this contract.

The Local Authority may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Local Authority against any claims that may be urged against the Local Authority and if it so elects may also withhold any amounts due from the Contractor to any subcontractors or materialmen, for labor or material furnished by them. The Local Authority may also withhold from any payments due the Contractor so much as may be necessary to cover the work to be performed under "Maintenance" and "Replacement". Such sum or sums withheld will be paid the Contractor when the operations of maintenance and replacement have been completed to the satisfaction of the Local Authority. The foregoing provisions shall be construed solely for the benefit of the Local Authority and shall not require the Local Authority to determine or adjust any claims or disputes between the Contractor and his subcontractors or materialmen, or to withhold any moneys for their protection unless the Local Authority elects so to do. The failure or refusal of the Local Authority to withhold any moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.

33. Office Facilities. (A) During the progress of this work the Contractor shall maintain adequate facilities at the site for office purposes and for the storage of materials and equipment at such locations as approved by the Local Authority.

(B) The Contractor shall move his office and other facilities at any time and to any place as directed by the Local Authority or the Architect and shall demolish or remove it, leaving the premises in a satisfactory condition, at the completion of the work or otherwise as directed.

34. Convict-Made Materials. No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this contract.

35. Domestic and Foreign Materials. Except for materials listed in this section, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States of America, and only such manufactured articles, materials, and supplies as have been manufactured in the United States of America substantially all from articles, materials, or supplies, mined, produced or manufactured, as the case may be, in the United States of America, shall be employed under this contract in the construction of the project.

The following materials have been exempted by the USHA from the foregoing provision:

Cork	Tin	Mica
Jute	Nickel	Flax
Rubber	Natural Nickel	Asbestos
Carnauba Wax	Alloys	Tungsten
Antimony	Sisal	Chromium
Titanium	Hemp	Manganese Ore, 35% or over

36. Accident Prevention. Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

37. Wage Rates. (A) The Contractor and each Subcontractor shall pay to all architects, technical engineers, draftsmen, technicians, laborers and mechanics, engaged under this contract

in work on or about the site of the project, not less than the wages or fees prevailing in the Locality of the Local Authority, as determined or adopted (subsequent to a determination under applicable State (or territorial) law) by the USHA.

(B) A statement of all wages or fees so determined or adopted and all authorized deductions, if any, from unpaid wages or fees actually earned and the hours of work established pursuant to the provisions of Section 41, shall be posted at appropriate conspicuous points on the site. If the contractor or any subcontractor finds it necessary or desirable to exceed the wage rates specified, any expense incurred by the Contractor or Subcontractor because of payment of wages in excess of those specified, shall not be cause for any increase in the amount payable under this contract. The Local Authority will not consider any claim for additional compensation made by the Contractor or any Subcontractor because of such payments.

(C) The following minimum wage rates have been determined and adopted in accordance with the foregoing provisions and not less than the rates as listed herein shall be paid to the following trades and occupations.

Classification:	Rate per hour
Laborers, unskilled	
Plantsmen	
Fine Grade men	
Pruners	
Riggers (tree moving)	
Teamsters	
Watchmen	
<u>Surveying</u>	
Instrumentmen	
Rodmen	
<u>Operators (Power)</u>	
Light machines (rototiller, power mower, etc.)	
Tractor, bulldozer	
Shovel	
Trucks,	
$1\frac{1}{2}$ tons and under	
over $1\frac{1}{2}$ tons	

(D) If after the award of the contract it becomes necessary to employ any person in a trade or occupation not herein listed, such person shall be paid not less than such hourly rate or wage fairly comparable to the above rates, as shall be determined or adopted (Subsequent to a determination under applicable state law)

by the USHA, and such minimum wage rates shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Local Authority of his intention to employ persons in trades or occupations not listed herein in sufficient time for the Local Authority to obtain wage rates for such trades.

38. Weekly Payments. Every employee of the contractor or a subcontractor shall be paid in full less deductions made mandatory by law not less often than once each week and in lawful money of the United States, or by check if the Contractor provides or secures convenient and satisfactory facilities approved by the Local Authority for the cashing of the same without cost or expense to the employee, in the full amount accrued to each individual at the time of closing of the pay roll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deductions or rebates on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process.

39. Hours of Work. Except in

(i) Emergencies, which are defined as unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done on the Project or which endanger life or property and call for immediate action or remedy; or

(ii) Special and unusual circumstances rendering it infeasible or impracticable to require adherence to the applicable limitations of hours herein set forth,

skilled, semiskilled, and unskilled workers employed in the development of the Project shall not be permitted to work thereon more than 8 hours per day nor more than 40 hours per week, nor shall clerical or other nonmanual workers be permitted to work thereon more than 48 hours per week, nor shall architects, technical engineers, draftsmen, and technicians, employed on a salary or time basis be permitted to work more than _____ hours per week, provided that the limitations herein set forth shall not apply to executive, supervisory and administrative employees, as such. Where emergencies or special and unusual circumstances exist, the Contractor shall pay at least time and a half for hours of work in excess of the limits prescribed above.

40. Claims, and Disputes Pertaining to Classification of Labor. Where there is a State or Territorial law requiring the determination of claims and disputes pertaining to the Classification of labor employed in this work, such claims and disputes will

be handled in accordance with such law. In the absence of such law, claims, and disputes pertaining to the classification of labor employed in this work will be decided by the Local Authority: Provided, that instead of such claims and disputes being decided by the Local Authority, both the parties concerned may, if they so agree and if the Local Authority also agrees, submit such claims and disputes to the USHA for decision.

41. Qualifications for Employment. No person under the age of sixteen (16) years and no convict labor shall be employed in this work. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed in this work: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. There shall be no discrimination because of race, creed, color, or political affiliations, in the employment of persons for this work.

42. Collective Bargaining. All employees engaged in this work shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection. The Contractor (including any Subcontractor and any person acting in his or their behalf, directly or indirectly) shall not interfere with, restrain or coerce such employees in the exercise of such rights; shall not dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it; shall not discharge or otherwise discriminate against any employee because he has filed charges or given testimony that the Contractor, or any subcontractor has violated any of the terms of their contracts; shall not refuse to bargain collectively with the representatives of their employees; shall not, by discrimination in regard to hire or tenure of employment or any term or condition of employment encourage or discourage membership in any labor organization: Provided, that nothing herein contained shall preclude the Contractor or any subcontractor from making an agreement with a labor organization to require, as a condition of employment, membership, therein, if such labor organization is the representative of the Contractor's or subcontractor's employees, and if the Contractor or subcontractor has not participated in its formation or administration or assisted it by financial or other support.

43. Persons Entitled to Benefits of Labor Provisions. The Contractor and each subcontractor shall extend to every person who performs for him the work of a laborer or a mechanic on this work,

or on any part thereof, the benefits of the labor and wage provisions of this contract regardless of any contractual relationship between the contractor and such laborer or mechanic, or between any subcontractor and such laborer or mechanic.

44. Contract Security. The Contractor shall furnish a surety bond (form attached) in an amount at least equal to 50 per cent of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this contract.

45. Insurance (A) Workmen's Compensation. The Contractor shall carry Workmen's Compensation Insurance for all employees who will be engaged in work at the site of the project. If any part of the contractor's contract is sublet, the contractor shall require his subcontractor to maintain such insurance for all of said subcontractor's employees so engaged. In States having Workmen's Compensation Laws, protection shall be provided for employees in accordance with such laws.

(B) Public Liability. The Contractor shall carry Manufacturers' and Contractors' Public Liability Insurance with not less than 20/40 thousand dollar limits for injury to or death of one or more than one person to protect such contractor against claims for bodily injury and for death as a result of accidents which may occur at the site from operations under the contract and, if any part of such contractor's contract is sublet, the contractor shall require his subcontractor to maintain such insurance. Coverage shall be provided for tree moving equipment, if used, and also for animal-drawn and motor vehicles on the premises of the project.

(C) Form USHA-299 shall be used by contractors in submitting evidence of all insurance coverages, which coverages shall be approved by the Local Authority prior to the performance of any work on the project by any employees of the contractor or his subcontractors.

After a contract is awarded, the contractor shall submit the original and one certified copy of his insurance policies, and the original and one certified copy of his subcontractor's insurance policies to the Local Authority for approval, together with the original and three signed copies of Form USHA-299. If the subcontractor has blanket policies covering many locations, certificates examined by and filed with the Local Authority, in lieu of the original and the certified copy, will meet this requirement. The Local Authority shall examine all policies and certificates.

USHA-12-39

If and when satisfactory, the Local Authority will sign and return to the contractor the original of Form USHA-299, together with the original policies.

(D) In the event the form of any policy or certificate, or the amount of the insurance or the companies writing same are not satisfactory to the Local Authority, the contractor shall secure other policies or certificates in form and amount, and with companies satisfactory to the Local Authority. The contractor shall not cause any policies to be cancelled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be cancelled or changed until ten days after the Local Authority has received written notice as evidenced by return receipt of registered letter.

46. Reports to U. S. Department of Labor. The Contractor shall furnish to the United States Department of Labor, as early as practicable, the names and addresses of all of his subcontractors. The Contractor and each subcontractor shall report monthly to said Department no later than the 5th day following the close of each calendar month, on forms furnished by said Department, the number of persons on their respective pay rolls, the aggregate amount of such pay rolls, the total man hours worked, and itemized expenditures for materials.

47. Pay Rolls. The Contractor and each subcontractor shall prepare his pay roll on forms prescribed by the USHA and in accordance with instructions to be furnished with these forms. The forms will be furnished by the USHA through the Local Authority. Not later than the 7th day following the payment of the wages, each such contractor shall submit to the Local Authority for transmittal to the USHA, a certified legible copy of each such pay roll duly sworn to in accordance with the "Regulations Issued Pursuant to So-Called Kick-Back Statute" which Regulations are set forth in the next following paragraph. An additional conformed copy of each such pay roll shall be furnished for the Local Authority's records.

48. Kick-Back Statute and Regulations.

(1) The so-called Kick-Back Statute is Public No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), and reads as follows:

AN ACT to effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

BE IT ENACTED BY THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA IN CONGRESS ASSEMBLED, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever, shall be fined not more than \$5,000, or imprisoned not more than five years, or both.

Section 2. To aid in the enforcement of the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building or work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week.

2. Regulations Issued Pursuant to So-Called Kick-Back Statute. Pursuant to the provisions of Public No. 324, Seventy-third Congress, approved June 13, 1934, (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior have jointly made the following regulations:

Section 1. (This section quotes the Kick-Back Statute.)

Section 2. Each contractor and subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

State of _____

County of _____, ss:

I, _____ (Name the party signing affidavit),

_____ (Title), do hereby certify that I am the

employee of _____ (name of contractor or subcontractor); who supervises the payment of the employees of said contractor (subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of _____ (project), for the weekly pay roll period from the _____ day of _____, 19____, to the _____ day of _____, 19____; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or undertaking with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat, or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.

Sworn to before me this _____ day of _____ 19____.

Section 3. Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within seven days after the payment of the pay roll to which it is attached, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal Agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such seven-day period to the Federal agency having control of the project.

Section 4. At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the contractor or subcontractor is a corporation, such affidavit

shall be executed by its president or a vice president. In the event that the contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

Section 5. These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6. These regulations shall become effective on January 15, 1935.

3. Construction of Regulations. The clause in the pay roll affidavit which reads " * * * that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor * * *" is construed to mean:

(a) Wages due are the wages earned during the pay period by each person employed by the contractor, less any deductions required by law.

(b) At the time of signing the affidavit, the wages due each employee have either been paid to him in full or are being held subject to claim by him.

(c) Such unpaid wages will be paid in full on demand of the employee entitled to receive them.

The clause " * * * that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made" does not apply to any legitimate deductions mentioned above which enter into the computation of full weekly wages due.

The "Regulations Issued Pursuant to So-Called Kick-Back Statute" shall not be construed to prohibit deductions required by law.

49. Wage Claims and Adjustments. In cases of under payment of wages by any contractor, the Local Authority will withhold from such contractor out of payments due an amount sufficient to pay persons employed on the work covered by his contract the difference between the wages required to be paid under the contract and the wages actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Authority, for and on account of the contractor, to the respective employees to whom they are due.

50. Interest of Members of Congress. No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit to arise therefrom provided this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
51. Assignment. Neither this contract nor any part thereof shall be assigned by the Contractor to any person, firm or corporation without the prior written approval of the Local Authority to such assignment. This provision shall not preclude the Contractor from subletting parts of the work in accordance with the general practice of the building trades.
52. Schedule of Drawings

NOTE TO ARCHITECT (Do not copy): In listing the drawings, the following is a suggested form:

<u>DRAWING NO.</u>	<u>DESCRIPTION</u>	<u>DATE</u>
--------------------	--------------------	-------------

LAWNS AND PLANTING

L-1.....	Landscape Site Plan.....	_____
L-2.....	Planting Plan, Block A...	_____
L-3.....	Planting Plan, Block B...	_____
L-4.....	Planting Plans, Block C..	_____
L-5.....	Details.....	_____

ARCHITECTURAL

A-1.....	Site Plan.....	_____
A-2.....	Block Plan A.....	_____
A-3.....	Block Plan B.....	_____
A-4.....	Block Plan C.....	_____
A-5.....	Site Improvements.....	_____

The architectural drawings enumerated above are for use in conjunction with the planting and landscape plans to give amplified information as to the site development of the project.

USHA SUGGESTED SPECIFICATION
CONTRACT DOCUMENTS
for
EQUIPMENT NOT INCLUDED IN GENERAL CONTRACT

NOTE TO ARCHITECT (do not copy): When no FIELD WORK is to be performed by the Vendor of equipment, Supplement "A" of the General Conditions should be omitted.

Forms Included:

Advertisement for Bids
Bid Documents
Contract Documents
Bonds
General Conditions

Form of Contract Documents for the Furnishing of Equipment

The form of contract documents for the furnishing of equipment for the various projects provides for the inclusion of certain provisions regarding wage rates, hours of work, etc. when work is to be performed at the project site by the person furnishing the equipment. This work is generally referred to as "field work."

Questions have arisen, from time to time, as to the applicability of these provisions in certain instances where as an incident of delivery or the furnishing of equipment certain work of necessity has to be performed at the site.

For the information and guidance of the Regions in approving specifications, the term "field work" does not include the delivery of equipment to a project site nor the mere carrying or delivering of such equipment into a building or other structure. Neither does "field work" include the uncrating or unpacking of such equipment nor its assemblage when such assemblage is incidental to the delivery and is a customary service rendered by the manufacturer or supplier of such equipment. Any work, however, in connection with the installation of any such equipment which requires an alteration or change of the structure or involves a permanent connection to any part of the structure or to any of the wiring or plumbing shall be considered as field work, and the applicable provisions regarding wages, etc. shall be included in such contract.

The foregoing states a general rule only and it must be recognized that in many instances the question as to whether wage rates and labor provisions shall be inserted must be governed by the individual facts. Thus it is clear that the mere delivery of a gas or electric range into a building and the uncrating of it is not considered field work in the sense that the wage rate provisions are applicable. The connection, however, of an electric range or a gas range which requires the services of a plumber or of an electrician is considered as field work.

These types illustrate the more or less extremes. There are cases such as the installation of playground equipment where the nature of the work will determine whether or not the labor provisions should be incorporated. Thus the delivery of a seesaw which might be of a portable design and where the assemblage included merely the placing of the teeter part of it on the cross-arm and the insertion of one or two screws would not be considered as field work. However, the installation of a slide or swing where the uprights were supported by concrete foundations would require the inclusion of the wage provisions.

Similarly, in connection with shades and curtains, it is not intended that a department store which might furnish window shades and one of its regular service employees to hang them on brackets already installed by the general contractor should be required to conform to these provisions if this part of the work, together with the necessary drilling of the holes and the other part of the work which is normally included under a construction contract, is all performed by the person furnishing the equipment, then the contractor would be considered as performing field work.

It is further to be recognized that in some instances weight must be given to practical considerations, and while a contract for the delivery of certain equipment could be let separately

and without these provisions that by so doing difficulties might arise which could be avoided if the delivery of the equipment or the carrying of it into the buildings was included in the general construction contract. In helping local authorities to formulate their policies, due consideration should be given to these practical difficulties.

Concurred in:

Deputy Administrator and
Acting General Counsel

Assistant Administrator

ADVERTISEMENT FOR BIDS

(Should be modified if law requires other form)

The.....(Name of Local Authority).....will receive sealed bids for
.....(Briefly list equipment upon which bids are requested).....
until.....M. (E.S.T.) (C.S.T.) (M.S.T.) (P.S.T.) (Daylight Savings Time) on the
.....day of....., 194....., at.....(Address of Local Authority)
.....(Name of city or town).....
State of....., at which time and place all bids will be publicly opened and
read aloud.

The successful bidder may be required to furnish satisfactory performance bond.

Proposed forms of contract documents, including plans and specifications, are on file at the
office of the.....(Name of Local Authority).....at.....(Address of Local Authority).....

The.....(Name of Local Authority).....reserves the right to reject any or all bids
and to waive any informalities in bidding.

A certified check or bank draft payable to the.....(Name of Local Authority).....,
U.S. Government Bonds, or a satisfactory bid bond executed by the bidder and a surety company,
in an amount equal to.....per cent of the bid shall be submitted with each bid.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids
without the consent of the.....(Name of Local Authority).....

.....
(Name of Local Authority).....
(Title of Officer).....
(Date)

NOTE TO ARCHITECT (do not copy):

Bid Form No. 1 to be used only for mechanical refrigerators. (This form refers to electric refrigerators. If gas refrigerators are proposed, alter accordingly.)

BID
FOR THE
FURNISHING OF MECHANICAL REFRIGERATORS

To the Housing Authority

Gentlemen:

1. The undersigned, having familiarized with the local conditions affecting the cost of the work and with the drawings, if any, the specifications (including the advertisement for bids, instructions to bidders, general conditions, the bid form, the form of contracts, the form of bonds, and the detailed specifications) and Addenda (if any) thereto, on file at the office of the Housing Authority, hereby proposes to furnish all labor, materials and equipment required for the furnishing, delivering and placing (and installation if required by specifications) in kitchens, including guarantees of electric refrigerators for the Low Rent Housing Project exclusive of all other equipment and construction work), as specified, and for the sum as follows:

2. REFRIGERATOR PROPOSAL. Electric Refrigerators for all buildings of the entire project, as specified in number, composed of four (4) cubic foot units and six (6) cubic foot units, for the sum of dollars (\$).

3. The amount of the Federal taxes payable on articles subject to tax under Title 4 of the Revenue Act of 1932, as amended, is excluded in the price bid herein and the bidder will claim an exemption from or credit for such tax with respect to sale of said articles as provided by law. The amount of tax excluded is \$....., for which an exemption certificate will be requested from the Local Authority.

4. The quantity of units is given for the purpose of determining the award. The Local Authority reserves the right either to increase or decrease, but not to exceed five percent, plus or minus, the total amount of units covered by the contract, or may interchange the quantity of each size of refrigerator, not to exceed five percent of the total number of refrigerators covered by the contract, in accordance with the following unit prices. Such unit prices, which include the cost of material, labor, overhead and profit, if accepted by the Local Authority, will apply to all projects hereinbefore mentioned.

Unit Price No. 1 to be used in Increasing or Decreasing Quantity of Base Bid:

Complete Refrigerator	One - 4 cu.ft. \$
	One - 6 cu.ft. \$

5. The amount of the Federal tax is not included in the foregoing unit prices. The tax on the 6 cubic foot unit would be \$; the tax on the 4 cubic foot unit would be \$

6. The contractor shall state the amount that should be deducted from his base bid should he not be required to furnish a performance bond. dollars (\$

7. The Authority reserves the right to change the delivery dates specified, depending upon the program of the construction of the projects by others, such revised delivery date to be specifically set forth in the orders to proceed with the work.

8. In submitting this bid, it is understood that the right is reserved by the Local Authority to reject any and all bids and it is agreed that this bid may not be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the Local Authority.

9. Security in the sum of 5% of the base bid for the largest number of refrigerators bid upon, amount to dollars (\$) , in the form of is submitted herewith in accordance with the specification.

10. Within ten (10) days from the date the Local Authority notifies the bidder of the award of the contract to him, the bidder will sign and return such contract with the necessary Performance Bond.

11. Attached hereto are the following documents, which are a part of this bid:

(a) An affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

(b) A questionnaire and Financial Statement properly executed.

NOTE TO ARCHITECT (do not copy):

Include the following item (No. 12) only
in bidding on electric refrigerators.

12. The Underwriters' Laboratories, Inc., Listing Numbers for the four (4) cubic foot refrigerators are; for the 6 cubic foot refrigerators are

13. The local distributor or agent who will furnish service for these refrigerators, if the undersigned is the successful bidder is (1) during the first year guarantee period and whose address is and (2) during the four year period following is
.....

and whose address is

14. The bidder hereby acknowledges receipt of the following issues of Addenda, if any, distributed by the local authority.

Addendum No. dated ; dated

(Fill in the number and date of the Addenda.)

..... 1940 FIRM NAME:

BY:

OFFICIAL ADDRESS TITLE:

USHA SUGGESTED SPECIFICATIONS

CONTRACT DOCUMENTS EQUIPMENT BID FORM #2

NOTE TO ARCHITECT (do not copy):

Bid Form No. 2 is to be used for equipment other than mechanical refrigerators where the name of the local distributor or agent (Paragraph 10) is to be submitted with the bid. (This form refers to gas ranges. If other equipment is proposed, alter accordingly.)

BID FOR THE FURNISHING OF GAS RANGES

To the Housing Authority

Gentlemen:

1. The undersigned, having familiarized with the local conditions affecting the cost of the work and with the drawings, if any, the specifications (including the advertisement for bids, instructions to bidders, general conditions, the bid form, the form of contract and form of bonds, and the detailed specifications) and Addenda (if any) thereto, on file at the office of the Housing Authority, hereby proposes to furnish all labor, materials and equipment required for the furnishing, delivering and placing (and installation if required by the specifications) in kitchens of gas ranges for the Low Rent Housing Project (exclusive of all other equipment and construction work) as specified and for the sum as follows:

2. RANGE PROPOSAL. Gas Ranges for all buildings of the entire project, as specified, in number, for the sum of Dollars (\$).

3. The quantity of units is given for the purpose of determining the award. The Local Authority reserves the right to increase or decrease the total amount of ranges by five percent, plus or minus, in accordance with the following unit prices.

Unit Price No. 1 to be used in Increasing or Decreasing Quantity of Base Bid:

One gas range as specified, for \$

4. The contractor shall state the amount that should be deducted from his base bid should he not be required to furnish a performance bond. Dollars (\$).

5. The Authority reserves the right to change the delivery dates specified, depending upon the program of the construction of the project by others, such revised delivery date to be specifically set forth in the orders to proceed with the work.

6. In submitting this bid, it is understood that the right is reserved by the Local Authority to reject any and all bids and it is agreed that this bid may not be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the local authority.

7. Security in the sum of five percent of the base bid for the largest number of ranges bid upon, amounting to Dollars (\$), is submitted herewith in accordance with the specification.

8. Within ten (10) days from the date the Local Authority notifies the bidder of the award

USHA SUGGESTED SPECIFICATIONS**CONTRACT DOCUMENTS
EQUIPMENT
BID FORM #2**

of the contract to him, the bidder will sign and return such contract with the necessary Performance Bond.

9. Attached hereto are the following documents, which are a part of this bid:

- (a) An affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
- (b) A Questionnaire and Financial Statement properly executed.

10. The local distributor or agent who will furnish service for these ranges, if the undersigned is the successful bidder, is and whose address is

11. The bidder hereby acknowledges receipt of the following issues of Addenda, if any, distributed by the Local Authority:

Addendum No. dated ; dated

(Fill in the number and date of the Addenda)

..... 1940 FIRM NAME:

BY:

OFFICIAL ADDRESS TITLE:

NOTE TO ARCHITECT (do not copy):

Bid Form No. 3 is to be used where the name
of the distributor or agent is not required
to be submitted with bid.

BID
FOR THE
FURNISHING OF

To the Housing Authority

Gentlemen:

1. The undersigned, having familiarized with the local conditions affecting the cost of the work and with the drawings, if any, the specifications (including the advertisement for bids, instructions to bidders, general conditions, the bid form, the form of contract and form of bonds, and the detailed specifications) and Addenda (if any) thereto, on file at the office of the Housing Authority, hereby proposes to furnish all labor, materials and equipment required for the furnishing, delivering and placing (and installation if required by specifications)
for the Low Rent Housing Project (exclusive of all other equipment and construction work) as specified and for the sum of
..... dollars (\$).

2. The quantity of units is given for the purpose of determining the award. The local authority reserves the right to increase or decrease the total amount of by five percent, plus or minus, in accordance with the following unit prices.

Unit Price No. 1 to be used in Increasing or Decreasing Quantity of Base Bid:

One as specified, for \$

3. The contractor shall state the amount that should be deducted from his base bid should he not be required to furnish a performance bond.
..... dollars (\$).

4. The authority reserves the right to change the delivery dates specified, depending upon the program of the construction of the project by others, such revised delivery date to be specifically set forth in the orders to proceed with the work.

5. In submitting this bid, it is understood that the right is reserved by the local authority to reject any and all bids and it is agreed that this bid may not be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the local authority.

6. Security in the sum of five percent of the base bid for the largest number of bid upon, amounting to dollars (\$), in the form of is submitted herewith in accordance with the specification.

USHA SUGGESTED SPECIFICATION**CONTRACT DOCUMENTS
EQUIPMENT
BID FORM #3**

7. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

8. The bidder hereby acknowledges the receipt of the following issues of Addenda, if any, distributed by the local authority:

Addendum No. dated ; dated

(Fill in the number and date of the Addenda)

..... 1940 FIRM NAME:

BY:

OFFICIAL ADDRESS: TITLE:

A F F I D A V I T

STATE OF)
) ss.
COUNTY OF)

....., being first duly sworn, deposes and says:

That he is (a partner of the firm of etc.) , the party making the foregoing proposal or bid, that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure any advantage against or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

.....
(Name of bidder if the bidder is an individual)

(Name of partner if the bidder is a partnership)

(Name of officer if the bidder is a corporation)

Subscribed and sworn to
this day of,
194

(NOTE: Some states have statutory requirements for affidavits
that bids are not collusive; where prescribed by statute
the state law should be followed)

I. SPECIAL NOTICE TO BIDDERS

Attention is directed to the fact that this Specification has bound hereto a complete set of bidding and contract forms; these are for the convenience, only, of bidders and are not to be detached from the Specification or filled out or executed. Separate copies of Bid Forms are furnished for that purpose, in quadruplicate, three to be submitted with bid and one to be retained by the bidder for his records.

Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the execution of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. Copies of the bids shall be identical. The proper blank spaces in the bid and guaranty forms shall be suitably filled in.

2. BID FORM

(A) All bids must be submitted in triplicate and shall be prepared in conformity with and shall be based upon and submitted subject to all requirements of the Specification and Drawings, if any.

(B) Bid Documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled "Bid Document For Furnishing" so as to guard against opening prior to the time set therefor. The Bidder shall be responsible for the placement of his firm name and number of the project on the outside of both of such bid envelopes.

(C) The Local Authority may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached.

(D) The Bidder is required to bid on all Alternates. The term "No Bid" shall not be used but the Bidder shall set forth in the space provided therefor the amount to be added to or deducted from the Base Bid. In the

event the Bidder does not desire to make a change from the Base Bid he shall so indicate by using the words "No Change".

(E) The Contract will be based upon the completion of the work according to the Drawings and the Specification, if any, together with all addenda thereto and any alternates which may be accepted by the Local Authority.

3. INTERPRETATIONS

No oral interpretations will be made to any bidder as to the meaning of the Specification and Drawings, if any. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Local Authority at

No inquiry received within days of the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the Specification which, if issued, will be sent as promptly as is practicable to all persons to whom the Specification and Drawings, if any, have been issued. All such addenda shall become part of the contract documents. Failure of the Local Authority to send, or of any bidder to receive, any such interpretation shall not relieve any bidder from any obligation under his bid as submitted.

4. LABOR AND MATERIAL NOT TO BE FURNISHED BY THE LOCAL HOUSING AUTHORITY

The... (Name of Local Housing Authority) ... will not furnish any labor, material or supplies unless specifically provided for in the contract.

5. SIGNATURE TO BIDS

Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed

Special
Notice to
Bidders

Interpreta-
tions

Bid Form

Labor and
Material
Not to be
Furnished
by the Local
Housing
Authority

Signature
to Bids

with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other designation, without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Local Housing Authority, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

6. BIDS FOR ALL OR PART

Where bids are not qualified by specific limitations, the Local Housing Authority reserves the right of awarding all or any of the items according to its best interests. Unless otherwise required in the specifications, bids for equipment shall be submitted in accordance with the numbered item or items given in the schedule.

7. ALTERNATIVE BIDS

Alternative bids will not be considered unless called for.

8. SPECIFICATIONS AND SCHEDULES

The specifications, schedules, and drawings, if any, which form the basis of any bid will be considered as a part thereof and will form a part of the contract. Copies of these papers, together with a copy of the contract form, including authorized additions or deletions, if any, will be furnished to or made available for the inspection of bidders by the office indicated in the advertisement or invitation.

9. CORRECTIONS

Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

10. BID GUARANTY

(A) The bid must be accompanied by a

bid guaranty which shall not be less than percent () of the amount of the bid, and at the option of the bidder may be a certified check, bank draft, U.S. Government Bonds (at par value), or a bid bond in the form attached to the Bid Form. No bid will be considered unless it is so guaranteed. Certified check or bank draft must be made payable to the order of (Local Authority)... Cash deposits will not be accepted. The bid guaranty shall insure the execution of the contract and the furnishing of a performance bond by the successful bidder as specified in the Contract Documents.

Bids for
All or Part

(B) Revised Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the revision of the bid will not be considered and the original bid shall remain in force.

(C) In case Bid Guaranty is in the form of a certified check, bank draft, or U.S. Government Bonds, the Local Authority may make such disposition of the same as will accomplish the purpose for which submitted. Certified checks or bank drafts may be held uncollected at the bidder's risk. Certified checks or bank drafts, or the amount thereof, and U.S. Government bonds of unsuccessful bidders will be returned as soon as practicable after the opening of Bids.

Alternative
Bids

Specifications
and Schedules

11. TIME FOR RECEIVING BIDS

(A) Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before award is made, and it is shown to the satisfaction of the officer authorized to make the award that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to an officer for the premature

Time for
Receiving
Bids

Corrections

Bid
Guaranty

USHA SUGGESTED SPECIFICATION

opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening; Provided, that such modifications are confirmed in writing over the signature of the bidder within 48 hours thereafter.

(B) Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modification, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.

(C) Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened; and, so far as practicable, make due allowance for possible delays in order to avoid the necessity for investigations of claims that such delays in receipt of bids were due solely to delay in the mails as provided in this section.

12. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; Provided, that telegraphic withdrawal is confirmed in writing over the signature of the bidder within 48 hours thereafter. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

13. BIDDERS PRESENT

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.

Award or
Rejection of
Bids

14. AWARD OR REJECTION OF BIDS

The contract will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is to the interest of the Local Housing Authority to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Local Housing Authority, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Local Housing Authority. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not in a position to perform the contract.

Performance
Bond,
Execution of
Contract

15. PERFORMANCE BOND, EXECUTION OF CONTRACT

(A) The successful bidder shall furnish a Performance Bond in a penal sum of at least fifty percentum (50%) of the total amount payable by the terms of the contract. Such bond shall be in the form of Bond, a copy of which is included in the Specification.

(B) The successful bidder shall execute the Contract with the Local Authority in the form of the Contract included in the Specification in such number of counterparts as the Local Authority may request.

(C) Such Performance Bond shall be furnished and such Contract shall be executed and delivered by the successful bidder within ten (10) days after the prescribed forms are presented for signature.

Withdrawal
of Bids

NOTE TO ARCHITECT (do not copy):

For projects located in the State of New Jersey, omit the preceding paragraphs 9 to 15 inclusive and substitute the following:

Bidders
Present

9. CORRECTIONS. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

10. BID GUARANTY. (A) The bid must be accompanied by a bid guaranty which shall not be less than percent () of the amount of the bid and at the option

USHA SUGGESTED SPECIFICATION

CONTRACT DOCUMENTS

EQUIPMENT

INSTRUCTIONS TO BIDDERS

of the bidder may be a certified check, bank draft, U.S. Government Bonds (at par value), or a bid bond in the form attached to the Bid Form. No bid will be considered unless it is so guaranteed. Certified check or bank draft must be made payable to the order of

local authority.

Cash deposits will not be accepted. The bid guaranty shall insure the execution of the contract and the furnishing of a performance bond by the successful bidder as specified in the Contract Documents.

(B) In case Bid Guaranty is in the form of a certified check, bank draft, or U.S. Government Bonds, the Local Authority may make such disposition of the same as will accomplish the purpose for which submitted. Certified checks or bank drafts may be held uncollected at the bidder's risk. Certified checks or bank drafts, or the amount thereof, and U.S. Government bonds of unsuccessful bidders will be returned as soon as practicable after the opening of bids.

11. TIME FOR RECEIVING BIDS. Sealed proposals will be received at the hour of o'clock, M, (E.S.T.) on the day of 1940, at.. (Address)..
..... (City)..... New Jersey, at which time and place all proposals will be publicly opened and read aloud. No bids received after the hour fixed for the receipt of bids as aforesaid will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified.

12. BIDDERS PRESENT. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested, who may be present either in person or by representative.

13. AWARD OR REJECTION OF BIDS. The contract will be awarded to the lowest responsible bidder complying with conditions of the invitations for bids, provided his bid is reasonable and it is to the interest of the local housing authority to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The local authority, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the local authority. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a bidder who is not in a position to perform the contract.

14. PERFORMANCE BOND, EXECUTION OF CONTRACT. (A) The successful bidder shall furnish a Performance Bond in a penal sum of at least 100 percentum (100%) of the total amount payable by the terms of

contract. Such bond shall be in the form of Bond, a copy of which is included in the specification.

(B) The successful bidder shall execute the contract with the local authority in the form of the Contract included in the specification in such number of counterparts as the local authority may request.

(C) Such Performance Bond shall be furnished and such Contract shall be executed and delivered by the successful bidder within ten (10) days after the prescribed forms are presented for signature.

15. NO PARAGRAPH.

16. TIME FOR COMPLETION

The work shall be commenced at the time stated in the notice to the Contractor to proceed and shall be completed in consecutive calendar days from the date stated in said notice.

Time for Completion

NOTE TO ARCHITECT (do not copy):

Should the local authority determine that it would be advisable to have the equipment delivered to the project in lots, it is suggested this Section be amended as follows: Delete the phrase "In consecutive calendar days from the date stated in said Notice" and in lieu thereof, insert "on or before the dates stated in the following schedule".

DATE OF DELIVERY	REFRIGERATORS		RANGES
	4 cubic foot	6 cubic foot	
	R.H. Door	L.H. Door	R.H. Door

The local authority reserves the right to change the delivery dates specified in the above schedule, depending upon the program of the construction of the entire project by others. It is specifically understood that any such change in the time or quantity will not cause a change in the contract price. If the total quantity to be purchased under the contract is increased or reduced, adjustment will be made as otherwise provided.

17. LIQUIDATED DAMAGES

Liquidated Damages

As actual damages for delay in completion are impossible to determine, the contractor and his sureties shall be liable for and shall pay the local authority the sum of per item per

dwelling unit, as fixed, agreed, and liquidated damages for each calendar day of delay in delivery (not beyond the control of the contractor. See Section _____ of the General Conditions) until the work included under the separate and individual contracts is completed and accepted.

(a) Delivery shall be considered as complete only after the articles namely _____ are either located and installed on the project site in compliance with specification requirements or after the various items are delivered, if required, to the General Contractor for installation.

18. UNIT PRICES

Bidders are required to insert in their bids in the space provided therefor, unit prices which will be used for additions and deductions to the quantities bid upon.

19. BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid be offered by any one party, by or in the name of his or their clerk, partner or other person, all such bids may be rejected. This shall not prevent a bidder from proceeding under paragraph 7 hereof, nor from quoting different prices on different qualities of material or different conditions of delivery. A party who has quoted prices on materials to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the materials or work.

20. ERRORS IN BID

Bidders or their authorized agents are expected to examine the maps, drawings, specifications, circulars, schedule, if any, and

all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

NOTE TO ARCHITECT (do not copy):

Where samples are not to be submitted prior to or at time of opening of bids, delete the following section (No. 21).

21. SAMPLES

When samples are required, they must be submitted by bidder so as to reach the office designated prior to the hour set for opening bids. Samples shall be furnished free of expense to local authority, properly marked for identification, and accompanied by a list when there is more than one sample. The local authority reserves the right to mutilate or destroy any sample submitted whenever it may be considered necessary to do so for the purpose of testing. Samples not required in connection with the award or delivery of equipment will upon request, if promptly made, be returned at the bidder's expense.

22. SEPARATE BIDS

Separate bids will be received for:

NOTE TO ARCHITECT (do not copy):

List here a schedule of equipment upon which separate bids are required.

Samples

Unit Prices

Bidders Interested in More Than One Bid

Separate Bids

Errors in Bid

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

(See Instructions)

as PRINCIPAL, and

as SURETY,

(See Instructions)

are held and firmly bound unto(Name of Local Authority)hereinafter called the "Local Authority", in the penal sum of
.....Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying bid, dated19, for.....

NOW, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and shall within the period specified therefor, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the principal shall pay the Local Authority the difference between the amount specified in said bid and the amount for which the Local Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this day of....., 194, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of--

.....(Individual Principal)(SEAL)

.....(Address).....(Business Address)

..... (Individual Principal) ... (SEAL)

..... (Address) (Business Address)

..... (Individual Principal) ... (SEAL)

..... (Address) (Business Address)

..... (Individual Principal) ... (SEAL)

..... (Address) (Business Address)

Attest: (Corporate Principal)

..... (Business Address)
(Affix
corporate
By seal)

Attest: (Corporate Surety)

..... (Business Address)
(Affix
corporate
By seal)

The rate of premium on this bond is.....per thousand.

Total amount of premium charged, \$.....

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, , certify that I am the , secretary of the corporation named as principal in the within bond; that , who signed the said bond on behalf of the principal was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

..... (CORPORATE SEAL)

AFFIDAVIT BY INDIVIDUAL SURETY

State of)
ss:
County of)

I, , being duly sworn, depose and say that I am one of the sureties to the foregoing bond; that I am a citizen of the United States, and of full age and legally competent; that I reside at and that I am worth in real estate and personal property the sum of dollars, over and above (1) all my debts and liabilities, owing and incurred, (2) any property exempt from execution, (3) and aggregate full penalties on all other bonds on which I am surety, and (4) any pecuniary interest I have in the business of the principal on said bond; that I own, unincumbered, real estate, the fee of which is in my name, worth dollars, located in that said property is not exempt from seizure and sale under any homestead law, community, or marriage law, or upon any attachment, execution, or judicial process, and that I am not surety on any other bonds, except as follows:

..... (State character and amount of each bond. If not on other bonds, so state).....
.....
.....

..... (Surety's signature).....

Subscribed and sworn to before me this day of , 194 .., at

(Title of official administering oath).....

(Official seal)

CERTIFICATE OF SUFFICIENCY

I, do hereby certify that
....., one of the sureties named above, is personally known to me, and that, to
the best of my knowledge and belief, the facts stated by such surety in the foregoing affidavit
are true.

.....
.....
(address)

**REQUIREMENTS AND DIRECTIONS
FOR PREPARATION AND EXECUTION
OF BID, AND PERFORMANCE BONDS**

1. The surety on the bond for any bid or for the performance of the contract may be any corporation authorized and qualified to act as surety in the State of _____, or two responsible individual sureties. Each individual surety shall justify in sum not less than the penalty of the bond.
2. A firm as such, will not be accepted as a surety, nor a partner for co-partners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein. Sureties, if individuals, shall be citizens of the United States and residents of _____.
3. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine, Massachusetts, or New Hampshire, an adhesive seal shall be affixed opposite the signature.
4. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
5. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
6. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the

form. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

7. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

8. Each individual surety shall justify, under oath, according to the form appearing on the bond, before some officer having authority to administer oaths generally. If the officer has an official seal it shall be affixed, otherwise the proper certificate as to his official character shall be furnished.

9. The certificate of sufficiency shall be signed by an officer of a bank or trust company, or by a judge or clerk of a court of record, or any other officer of the United States or the State of _____ acceptable to the Local Authority.

10. The date of the bond must not be prior to the date of the instrument for which it is given.

CONTRACT

THIS CONTRACT, entered into this day of , in the year
nineteen hundred and forty by and between

a corporation organized and existing under the laws of the State of

a partnership consisting of

an individual trading as

of the city of , in the State of ,
hereinafter called the "Contractor", and *
..... hereinafter called the "Local Authority".

WITNESSETH, That the Contractor and the Local Authority for the consideration stated herein agree as follows:

ARTICLE 1. Scope of this Contract. The Contractor shall furnish all labor and materials and perform all work required for

.....(Full Description of Work...State Whether.....
.....Sealed or Open Type Refrigerators Will.....
.....Be Supplied).

in strict accordance with the specification and the Drawings, if any, all of which are made a part hereof and designated as follows:

(Identify Specification and Drawings).....

ARTICLE 2. Deliveries shall be made as follows:

* NOTE:--The Local Authority should be identified in the opening paragraph by its official name, a designation of its corporate status and the law under which it was created, for example, "The Housing Authority of (a) (a public corporation): (b) (a body politic and corporate) (c) (a municipal corporation) etc. created by the Housing Authorities Law of the State of

ARTICLE 3. The Contract Price. The Local Authority shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds in the sum of (\$) made up as follows:

Base Proposal: \$

FEDERAL WORKS AGENCY

UNITED STATES HOUSING AUTHORITY

Alternates:

(NOTE: List only accepted alternates)

No. 1 (identify)	Deduct \$	Add \$
No. 2 (identify)	Deduct \$	Add \$
No. 3 (identify)	Deduct \$	Add \$
Subtotal		Subtotal
Deduct (Add) \$		
Contract Price \$		

Alternates Nos.,, and have been rejected and form no part of this contract.

The following unit prices will apply in the event additions to or deductions from the work covered by this contract are made.

Type of Work	Unit	Unit Prices
No. 1
No. 2
No. 3

ARTICLE 4. As actual damages for delay in completion are impossible to determine, the Contractor and his sureties shall be liable for and shall pay the Local Authority the sum of per item per dwelling unit, as fixed, agreed and liquidated damages for each calendar day of delay in delivery (not beyond the control of the Contractor).

(a) Delivery shall be considered as complete only after the articles are either located on the Project Site in compliance with specification requirements or are delivered, if required, to the General Contractor for installation.

(NOTE: The phrasing of this Article 4 shall change to suit the materials covered by contract.)

ARTICLE 5. Contract Document. Contract Documents shall consist of the following component parts:

1. General Conditions.
2. Advertisement for Bids.
3. Instructions to Bidders.
4. Requirements and Directions for Preparation and Execution of Bid and Performance Bonds.
5. The Detailed Specifications, if any.
6. The Drawings, if any.
7. Contractor's Bid as accepted by the Local Authority.
8. This Instrument.

This Instrument together with the documents enumerated in this Article 5 form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in any of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article 5 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in original counterparts the day and year first above written.

.....
Contractor

.....
BY

Countersigned:

.....
Title

.....
Title

.....
Name of Local Authority

.....
BY

.....
Title

Attest:

I,, certify that I am the secretary of the corporation named as Contractor herein; that who signed this Contract on behalf of the Contractor, was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

.....
(Corporate
Seal)

USHA SUGGESTED SPECIFICATION

CONTRACT DOCUMENTS
EQUIPMENT
CONTRACT FORM

I HEREBY CERTIFY that, to the best of my knowledge and belief, based upon observation and inquiry, who signed this Contract for the

..... had authority to execute the same, and is the individual who signs similar contracts on behalf of this corporation with the public generally.

.....

DIRECTIONS FOR PREPARATION OF CONTRACT

1. The blank space of article 1 is intended for the insertion of a statement of the work to be done, together with place of performance or for the enumeration of papers which contain the necessary data.
2. All blank spaces must be filled in or ruled out. The Contract must be dated and the bond must bear the same or subsequent date.
3. An officer of a corporation, a member of a partnership, or an agent, signing for the principal shall place his signature and title after the word "By" under the name of the principal. A Contract executed by an attorney or agent on behalf of the Contractor shall be accompanied by two authenticated copies of his power of attorney or other evidence of his authority to act on behalf of the Contractor.
4. If the Contractor is a corporation, one of the certificates following the signatures of the parties must be executed. If the Contract is signed by the secretary of the corporation, then the first certificate must be executed by some other officer of the corporation under the corporate seal, or the second certificate executed by a representative of the Local Authority. In lieu of either of the foregoing certificates there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
5. The full name and business address of the Contractor must be inserted and the Contract signed with his usual signature. Typewrite or print name under all signatures to Contract and bond.

NOTE TO ARCHITECT (do not copy):

Get proper form of Performance Bond from Local Authority's attorney.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

as PRINCIPAL, and

as SURETY

are held and firmly bound unto the

....., hereinafter called the Local Authority, in the penal sum of

dollar

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract, hereto attached, with the Authority, dated , 19 , for

NOW THEREFORE, If the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Authority, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bouneden parties have executed this instrument under their several seals this day of , 19 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of--

..... (SEAL)
(Individual principal)

..... (Address) (Business Address)

..... (SEAL)
(Individual principal)

..... (Address) (Business Address)

USHA SUGGESTED SPECIFICATION

CONTRACT DOCUMENTS
EQUIPMENT
PERFORMANCE BOND

(SEAL)

(Individual principal)

(Address)

(Business Address)

(SEAL)

(Individual principal)

(Address)

(Business Address)

(SEAL)

(Individual surety)

(Address)

(Business Address)

(SEAL)

(Individual surety)

(Address)

(Business Address)

Attest:

(Corporate principal)

(Business Address)

(Affix
Corporate
Seal)

By

Attest:
(Corporate Surety)

.....
(Business Address)
.....
By
(Affix
Corporate
Seal)

The rate of premium on this bond is.....per thousand.

Total amount of premium charged, \$.....

(The above must be filled in by corporate surety)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, certify that I am the secretary of the corporation named as principal in the within bond; that , who signed the said bond on behalf of the principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

(Corporate
..... Seal)

AFFIDAVIT BY INDIVIDUAL SURETY

State of } ss.
County of)

I, , being duly sworn, depose and say that I am one of the sureties to the foregoing bond; that I am a citizen of the United States, and of full age and legally competent; that I am by occupation a , for last past doing business at
..... in
and residing at in
..... ;
that I am worth in real estate and personal property the sum of
..... dollars over and above (1) all my debts and liabilities, owing and incurred, (2) any property exempt from execution, (3) any pecuniary interest I have in the business of the principal on said bond, and (4) any interest I have in any so-called community property; that I am the sole owner in fee simple of certain real estate described as follows, which is located at

(a)
(Description of property)

.....
that the fair valuation of said real estate is (\$); that the assessed value of that property for taxation purposes is (\$); that said property is not exempt for seizure and sale under any homestead law, community, or marriage law, or upon attachment, execution, or judicial process; that the mortgage or other encumbrances against said real estate are the following:

(b)
.....
.....

USHA SUGGESTED SPECIFICATION

CONTRACT DOCUMENTS
EQUIPMENT
PERFORMANCE BOND

and that there are no encumbrances against said real estate other than as above stated; that my liabilities owing and incurred do not exceed \$ in addition to the real property above described, I am worth the sum of \$ over and above my just debts and liabilities in property subject to execution and sale, and that the additional personal property consists of the following:

(c)

(Describe personal property fully)

That I am not surety on any other bonds, except as follows:

(d)

(State character and amount of each bond. If not on other bonds, so state)

That I am not a partner in the business of the principal on the bond or bonds on which I appear or may appear as surety. This affidavit is made to induce the Local Housing Authority to accept me as surety on the foregoing bond.

(Signed)

(Surety's signature)

Subscribed and sworn to before me this day of, 194....,
at

(Title of official administering oath)

(OFFICIAL SEAL)

AFFIDAVIT BY INDIVIDUAL SURETY

State of)
) ss.
County of)

I, , being duly sworn, depose and say that I am one of the sureties to the foregoing bond; that I am a citizen of the United States, and of full age and legally competent; that I am by occupation a for last past doing business at

in
and residing at in ;
that I am worth in real estate and personal property the sum of
..... dollars over and above (1) all my debts and
liabilities, owing and incurred, (2) any property exempt from execution, (3) any pecuniary interest
I have in the business of the principal on said bond, and (4) any interest I have in any so-called
community property; that I am the sole owner in fee simple of certain real estate described as
follows, which is located at

(a)
(Description of property)

that the fair valuation of said real estate is (\$); that the assessed value of that property for taxation purposes is (\$); that said property is not exempt from seizure and sale under any homestead law, community, or marriage law, or upon attachment, execution, or judicial process; that the mortgages or other encumbrances against said real estate are the following:

(b)

and that there are no encumbrances against said real estate other than as above stated; that my liabilities owing and incurred do not exceed \$; in addition to the real property above described, I am worth the sum of \$ over and above my just debts and liabilities in property subject to execution and sale, and that the additional personal property consists of the following:

(c)
(Describe personal property fully)

USHA SUGGESTED SPECIFICATION**CONTRACT DOCUMENTS
EQUIPMENT
PERFORMANCE BOND**

That I am not surety on any other bonds, except as follows:

(d)
(State character and amount of each bond. If not on other bonds so state)
.....

That I am not a partner in the business of the principal on the bond or bonds on which I appear or may appear as surety. This affidavit is made to induce the Local Housing Authority to accept me as surety on the foregoing bond.

(Signed)
(Surety's signature)

Subscribed and sworn to before me this day of 19 ,
at

(OFFICIAL SEAL)

..... (Title of official administering oath)

NOTE: See Instruction No. 10 before executing the following certificates.

CERTIFICATE OF SUFFICIENCY

I hereby certify, That , one of the sureties named above, is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the facts stated by said surety in the foregoing affidavit are true.

.....
..... (Official title)

.....
..... (Address)

CERTIFICATE OF SUFFICIENCY

I hereby certify, That , one of the sureties named above, is personally known to me; that, in my judgment, said surety is responsible, and qualified to act as such; and that, to the best of my knowledge and belief, the facts stated by said surety in the foregoing affidavit are true.

.....
..... (Official title)

.....
..... (Address)

INSTRUCTIONS

1. This form shall be used for construction work or the furnishing of supplies, whenever a bond is required. There shall be no deviation from this form except as authorized by the Local Housing Authority.

2. The surety on the bond for any bid or for the performance of the contract may be any corporation authorized by law to act as surety, or two responsible individual sureties. Each individual surety shall justify in a sum not less than the penalty of the bond.

3. A firm, as such, will not be accepted as a surety, nor a partner for copartners or for a firm of which he is a member. Stockholders of a corporate principal may be accepted as sureties provided their qualifications as such are independent of their stock holdings therein. Sureties, if individuals, shall be citizens of the United States.

4. The name, including full Christian name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his usual signature on the line opposite the scroll seal, and if signed in Maine or New Hampshire, an adhesive seal shall be affixed opposite the signature.

5. If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.

6. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.

7. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate

seal the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.

8. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached thereto. In lieu of such certificate there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

9. Each individual surety shall justify, under oath, according to the form appearing on the bond, before a notary public, or some other officer having authority to administer oaths generally. If the officer has an official seal it shall be affixed, otherwise the proper certificate as to his official character shall be furnished.

10. Each certificate of sufficiency shall be signed by an officer of a bank or trust company, a judge or clerk of a court of record, or any other officer acceptable to the Local Housing Authority.

Further certificates as to the financial qualification of the sureties may be required from time to time; which certificates must be based on the personal investigation of the certifying officers at the time of the making thereof, and not upon prior certificates.

11. The date of the bond must not be prior to the date of the instrument for which it is given.

I. DEFINITIONS

Wherever used in any of the contract documents, the following meaning shall be given to the terms herein defined:

(A) The "Contract" means the contract executed by the Local Authority and the Contractor of which these General Conditions form a part. The entire list of Contract Documents is set forth in the contract form.

(B) The terms "Local Authority" and "Contractor" mean the respective parties to the contract.

(C) The term "USHA" means the United States Housing Authority, an agency and instrumentality of the United States of America created by the United States Housing Act of 1937 (Public No. 412-75th Congress), which (subject to the provisions of a certain Loan Contract, dated [redacted], between the Local Authority and the USHA) has agreed to purchase certain obligations of the Local Authority to aid in financing the work to be performed under the contract.

(D) The "Architect" is the person, firm or corporation under contract with the Local Authority for architectural services related to the work.

(E) The term "Construction Adviser" means the person designated by the Administrator of the USHA to perform certain functions in connection with the Loan Contract between USHA and the Local Authority.

(F) The term "Project" means the housing project for which the providing of certain equipment is contemplated in whole or in part under this contract.

(G) The "Drawings" refer to the drawings enumerated in the Specification and the specifications refer to the detailed description of the work.

(H) The General Contractor is the individual, firm, or corporation under contract with the Local Authority for the construction of the project. The term "General Contractor" may mean either the Contractor for general

construction work, electrical work, heating work or plumbing work, or any one or all of them.

(I) The Specification comprises the following:

Advertisement for bids: bid form, together with forms of bid bond, affidavit, instructions to bidders; contract form; the performance bond form; requirements and directions for preparation and execution of bid and performance bonds; general conditions; and detailed specifications.

2. CHANGES

Changes

(A) Where the equipment to be furnished is to be especially manufactured in accordance with drawings and specifications, the Local Authority may at any time, by a written order, and without notice to the surety, if any, and without invalidating the contract, make changes in the drawings or specifications. Changes as to shipment, packing and quantity of all equipment may also be made as above provided. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment based upon unit prices if any shall be made and the contract shall be modified in writing accordingly.

(B) Except for minor modifications in the work not involving extra costs or additional time, and not inconsistent with the purposes of the contract, and except in an emergency endangering a life or property, no extra work or change shall be made unless in pursuance of a written order from the Local Authority, countersigned by the Architect, authorizing the extra work or change, and no claim for an addition to the contract amount shall be valid unless so ordered.

(C) No change involving an estimated increase or decrease of more than five hundred (\$500.00) dollars shall be valid unless approved in writing by the Local Authority, or its duly authorized representative, and in addition thereto the order is accompanied by evidence that it has been submitted to and

approved by the Construction Adviser.

3. EXTRAS

If the Contractor claims that any instructions by drawings, or otherwise, involve extra cost or an extension of time, he shall give the Local Authority written notice thereof within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the work. The procedure shall then be the same as provided for in Changes in the Work. No such claim shall be valid unless so made.

Extras

4. INSPECTION

(a) All material and workmanship shall be subject to inspection and test at all times and places, and, when practicable, during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Local Authority shall have the right to reject such articles, or require their correction. Rejected articles, and/or articles requiring correction, shall be removed by and at the expense of the contractor promptly after such notice so to do. If the contractor fails to promptly remove such articles and to proceed promptly with the replacement and/or correction thereof, the Local Authority may, by contract or otherwise, replace and/or correct such articles and charge to the contractor the excess cost occasioned the Local Authority thereby, or the Local Authority may terminate the right of the contractor to proceed as provided in Section 11 of this General Conditions Division, the contractor and surety being liable for any damage to the same extent as provided in said Section 11 for terminations thereunder.

Inspection

(b) If inspection and test, whether preliminary or final, is made on the premises of the contractor or subcontractor, the contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient inspections and tests required by the inspectors in the performance of their duty. All inspections

and tests by the Local Authority shall be performed in such a manner as not to unduly delay the work. Special and performance tests shall be as described in the specifications. The Local Authority reserves the right to charge to the contractor any additional cost of inspection and test when articles are not ready at the time inspection is required by the contractor.

(c) Final inspection and acceptance of materials and finished articles will be made after delivery, unless otherwise stated. If final inspection is made at a point other than the premises of the contractor or a subcontractor, it shall be at the expense of the Local Authority except for the value of samples used in the case of rejection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Local Authority for such materials or supplies as are not in accordance with the specifications. In the event public necessity requires the use of materials or supplies not conforming to the specifications, payment therefor shall be made at a proper reduction in price.

Deduction for
Uncorrected
Work

5. DEDUCTION FOR UNCORRECTED WORK

If the Local Authority deems it inexpedient to require the Contractor to correct work injured or not done in accordance with the Contract Documents, an equitable deduction from the Contract Price shall be made by Agreement between the Contractor and the Local Authority subject to settlement, in case of dispute, as hereinafter provided.

6. GENERAL GUARANTY

General
Guaranty

(A) Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Local Authority shall constitute an acceptance of work not

done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance unless a longer period is specified. The Local Authority will give notice of observed defects with reasonable promptness.

7. MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be of the best grade of their respective kinds for the purpose. Where equipment, materials, or articles are referred to in the specifications as "equal to" any particular standard, the Local Authority shall decide the question of equality. Samples of materials shall be submitted for approval when and as directed. Machinery, equipment, materials and articles installed or used without approval shall be at the risk of subsequent rejection.

8. REFERENCE TO MATERIALS BY NAME

Specific reference in the Specification to any article, device, product, material, fixture, form, or type of construction, etc., by name, make, or catalog number shall be interpreted as establishing a standard of equality and shall not be construed as limiting competition.

9. COMMUNICATIONS

(A) All notices, demands, requests, instructions, approvals and claims must be in writing.

(B) Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in the Bid (or at such other office as the Contractor may from time to time designate to the Local Authority in writing) or

deposited in the United States mail in a sealed, postage-prepaid envelope, or if delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.

(C) All papers required to be delivered to the Local Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the

A horizontal line of 20 small black dots, with a gap of 10 dots between the first and second lines.

and any notice to or demand upon the Local Authority shall be sufficiently given if delivered to the office of said

....., or deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in either of said last two cases to said

.....
at such address, or to such other representative of the Local Authority or to such other address as the Local Authority may subsequently specify in writing to the Contractor for such purpose.

(D) Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post or (in the case of telegrams) at the time of actual receipt, as the case may be.

10. DELAYS - DAMAGES

(A) If the contractor refuses or fails to make deliveries of the equipment within the time specified, or any extension thereof, the Local Housing Authority may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Local Housing Authority may purchase similar equipment in the open market or secure the manufacture and delivery of the

Materials and Workmanship

Reference
to Materials
By Name

Delays - Damages

Communications

USHA SUGGESTED SPECIFICATION

equipment by contract or otherwise, and the contractor and his sureties shall be liable to the Local Housing Authority for any excess cost occasioned the Local Housing Authority thereby; Provided, That the Contractor shall not be charged with any excess cost occasioned the Local Housing Authority by the purchase of equipment in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault of negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Local Housing Authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the Local Housing Authority shall determine that the equipment to be furnished under the subcontract is procurable in the open market, if the contractor shall notify the Local Housing Authority in writing of the cause of any such delay within 10 days from the beginning thereof. The Local Housing Authority shall then ascertain the facts and extent of delay, and the findings of fact thereon shall be final and conclusive on the parties hereto.

(B) For the purpose of determining liquidated damages; unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes.

(C) No payment or compensation of any kind shall be made to the contractor for damages because of hindrance or delay from any cause in the progress of the work, whether such delay be avoidable or unavoidable. An extension of time only will be granted as provided above.

II. RESPONSIBILITY FOR EQUIPMENT TENDERED

The contractor shall be responsible for the articles or materials covered by this contract until they are delivered at the designated point, but the contractor shall bear

all risk on rejected articles or materials after notice of rejection. Where final inspection is at point of origin but delivery by contractor is at some other point, the contractor's responsibility shall continue until delivery is accomplished.

12. PAYMENTS

Payments

The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Local Housing Authority when the amount due on such deliveries so warrants.

13. ADDITIONAL SECURITY

Additional Security

Should any surety upon the bond for the performance of this contract become unacceptable to the Local Housing Authority, or if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Local Housing Authority, the contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Local Housing Authority and of persons supplying labor or materials in the prosecution of the work contemplated by the contract.

14. OFFICIALS NOT TO BENEFIT

Officials
Not To
Benefit

No member of or delegate to United States Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. COVENANT AGAINST CONTINGENT FEES

Covenant
Against
Contingent
Fees

The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Local Housing Authority the right to annul the

Responsi-
bility for
Equipment
Tendered

contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

16. PATENTS

The contractor shall hold and save the Local Authority, its officers, and employees, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented, or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Local Authority, unless otherwise specifically stipulated in the Contract Documents.

17. WARRANTY OF TITLE

The Contractor warrants good title to all materials and equipment and agrees to deliver the equipment free from any claims, liens, or charges and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon the premises or any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Local Authority. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

18. DISPUTES

All disputes concerning questions arising

under this contract shall be decided by the Local Authority and the Local Authority's decision thereon shall be final and binding, except as otherwise specifically provided in this contract.

19. CONVICT-MADE MATERIALS

No materials manufactured or produced in a penal or correctional institution shall be incorporated in the project under this contract.

Convict-
Made
Materials

Patents

Domestic
and
Foreign
Materials

20. DOMESTIC AND FOREIGN MATERIALS

Except for materials listed in this section, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States of America, and only such manufactured articles, materials and supplies as have been manufactured in the United States of America, shall be employed under this contract in the construction of the project.

Warranty
of Title

The following materials have been exempted by the USHA from the foregoing provision:

cork	hemp
jute	mica
rubber	flax
carnauba wax	asbestos
antimony	tungsten
tin	chromium
nickel	manganese ore
natural nickel alloys	35% and over
sisal	titanium

21. ASSIGNMENT

Neither this contract nor any part thereof shall be assigned by the Contractor to any person, firm or corporation without the prior written approval of the Local Authority to such assignment. This provision shall not preclude the Contractor from subletting parts of the work in accordance with the general practice of the building trades.

Assign-
ment

22. TERMINATION FOR BREACH

In the event any of the provisions of this Contract are violated by the Contractor,

Termin-
ation
For
Breach

Disputes

the Local Authority may terminate the Contract by written notice to the Contractor, and purchase similar supplies in the open market, or otherwise, and the Contractor and his sureties shall be liable to the Local Authority for any excess cost occasioned the Local Authority thereby.

23. NO PARAGRAPH

SUPPLEMENT "A"

NOTE TO ARCHITECT (do not copy):

When FIELD WORK at project site (such as plumbing connections to gas ranges) is to be made by vendor of equipment, the requirements set forth in the following Paragraphs 24 to 37 inclusive are to be physically incorporated in the specifications upon which bids are requested.

Local Authority's attorney should be requested to furnish proper forms for both Performance and Payment Bonds where such forms are required by law. This may require a revision to Section 15 of the Instructions to Bidders and Section 13, Additional Security, of the General Conditions.

24. ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

25. WAGE RATES

(A) The Contractor and each Subcontractor shall pay to all architects, technical engineers, draftsmen, technicians, laborers, and mechanics, engaged under this contract in work on or about the site of the project, not less than the wages or fees prevailing in the locality of the Local Authority, as determined or adopted subsequent to a determination under applicable State (or territorial) law

by the USHA.

(B) A statement of all wages or fees so determined or adopted and all authorized deductions, if any, from unpaid wages or fees actually earned and the hours of work established pursuant to the provisions of Section 25 shall be posted at appropriate conspicuous points on the site of the Project. If any Contractor or Subcontractor finds it necessary or desirable to exceed the wage rates specified, any expense incurred by the Contractor or Subcontractor because of payment of wages in excess of those specified, shall not be cause for any increase in the amount payable under this contract. The Local Authority will not consider any claim for additional compensation made by the Contractor or any Subcontractor because of such payments.

(C) The following minimum wage rates have been determined and adopted in accordance with the foregoing provisions and not less than the rates as listed herein shall be paid to the following trades and occupations.*

Classification: Rate per hour

Bricklayers	Accident Prevention
Carpenters	
Cement Finishers	
Electricians	
Electricians' Helpers (Apprentices)	
Glaziers	
Ironworkers - Ornamental and Bronze	
Laborers - Building	
Truck Drivers	
Painters and Decorators	
Painters - Steel Painting	
Plasterers	
Plasterers' Laborers	
Sheet Metal Workers	
Sheet Metal Workers' Helpers	

*This list must be amended to cover each particular contract.

(D) If, after the award of the contract, it becomes necessary to employ any person in

Wage Rates

a trade or occupation not herein listed, such person shall be paid not less than such hourly rate or wage fairly comparable to the above rates as shall be approved by the Administrator of the United States Housing Authority and such minimum wage rates shall be retroactive to the time of the initial employment of such person in such trade or occupation. The contractor shall notify the Local Authority of his intention to employ persons in trades or occupations not listed herein in sufficient time for the Local Authority to obtain wage rates for such trades.

(E) Contractor shall, upon completion of the work, certify that he and each of his Subcontractors have, in the performance of the work, complied with the requirements of this section.

26. WEEKLY PAYMENTS

Every employee of the contractor or a subcontractor shall be paid in full less deductions made mandatory by law not less often than once each week and in lawful money of the United States, or by check if the Contractor provides or secures convenient and satisfactory facilities approved by the Local Authority for the cashing of the same without cost or expense to the employee, in the full amount accrued to each individual at the time of closing of the pay roll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deductions or rebates on account of goods purchased, rent, or other obligations, but such obligations shall be subject to collection only by legal process.

27. HOURS OF WORK

Except in

(i) Emergencies, which are defined as unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done on the Project or which endanger life or property and call for immediate action or remedy; or

(ii) Special and unusual circumstances rendering it infeasible or impracticable to require adherence to the applicable limitations of hours herein set forth,

skilled, semi-skilled, and unskilled workers employed in the development of the Project shall not be permitted to work thereon more than 8 hours per day nor more than 40 hours per week, nor shall clerical or other non-manual workers be permitted to work thereon more than 48 hours per week: Provided, that the limitations herein set forth shall not apply to executive, supervisory and administrative employees, as such. Where emergencies or special and unusual circumstances exist, the Local Authority will require that at least time and a half be paid for hours of work in excess of the limits prescribed above.

Weekly Payments

28. CLAIMS AND DISPUTES PERTAINING TO CLASSIFICATIONS OF LABOR

Where there is a State or Territorial law requiring the determination of claims and disputes pertaining to the classification of labor employed on the Project, such claims and disputes will be handled in accordance with such law. In the absence of such law, claims and disputes pertaining to the classification of labor employed on the Project will be decided by the Local Authority; Provided, that instead of such claims and disputes being decided by the Local Authority, both the parties concerned may, if they so agree and if the Local Authority also agrees, submit such claims and disputes to the USHA for decision.

Claims and
Disputes
Pertaining to
Classifications of
Labor

29. QUALIFICATIONS FOR EMPLOYMENT

No person under the age of sixteen (16) years and no convict labor shall be employed in the development of the Project. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed in the development of the Project: Provided, that this shall not operate

Hours of
Work

Qualifications
for
Employment

against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. There shall be no discrimination because of race, creed, color, or political affiliations, in the employment of persons for work on the Project.

30. COLLECTIVE BARGAINING

All employees engaged in the development of the Project shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection. The Contractor (including any Subcontractor and any person acting in his or their behalf, directly or indirectly) shall not interfere with, restrain or coerce such employees in the exercise of such rights; shall not dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it; shall not discharge or otherwise discriminate against any employee because he has filed charges or given testimony that the Contractor or any subcontractor has violated any of the terms of their contracts; shall not refuse to bargain collectively with the representatives of their employees; shall not, by discrimination in regard to hire or tenure of employment or any term or condition of employment encourage or discourage membership in any labor organization: Provided, that nothing herein contained shall preclude the Contractor or any subcontractor from making an agreement with a labor organization to require, as a condition of employment, membership, therein, if such labor organization is the representative of the Contractor's or subcontractor's employees, and if the Contractor or subcontractor has not participated in its formation or administration or assisted it by financial or other support.

31. PERSONS ENTITLED TO BENEFITS OF LABOR PROVISIONS

The Contractor and each subcontractor

shall extend to every person who performs for him the work of a laborer or a mechanic on the Project, or on any part thereof, the benefits of the labor and wage provisions of this contract regardless of any contractual relationship between the contractor and such laborer or mechanic, or between any subcontractor and such laborer or mechanic.

Collective
Bargaining

32. INSURANCE

(A - Workmen's Compensation) The Contractor shall carry Workmen's Compensation Insurance for all employees who will be engaged in work at the site of the project. If any part of the Contractor's contract is sublet, the Contractor shall require his Subcontractor to maintain such insurance for all of said subcontractor's employees so engaged. In States having Workmen's Compensation Laws, protection shall be provided for employees in accordance with such laws. As the States of Arkansas and Mississippi do not have State Workmen's Compensation Laws, contractors in the State of Arkansas shall carry Employers' Liability Insurance with not less than 10/20 thousand dollar limits and Workmen's Collective Insurance; contractors in the State of Mississippi shall carry Employers' Liability Insurance with not less than 10/20 thousand dollar limits.

Insurance

The Local Authority will not require the contractor to furnish evidence of Manufacturers' and Contractors' Public Liability, Fire and Supplemental insurance. However, this does not relieve the contractor of his responsibility under the contract. He may, if he so desires, for his own protection, carry such insurance.

(B - Forms) In the event the form of any policy or certificate, or the amount of the insurance of the companies writing same are not satisfactory to the Local Authority, the Contractor will secure other policies or certificates in form and amount, and with companies satisfactory to the Local Authority. The Contractor shall not cause any policies to be cancelled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be

Persons
Entitled to
Benefits of
Labor
Provisions

cancelled or changed until ten days after the Local Authority has received written notice as evidenced by return receipt of registered letter. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice of cancellation clause.

(C - Coverage) Form USHA-299 shall be used by contractors in submitting evidence of all insurance coverages, which coverages shall be approved by the local authority prior to the performance of any work on the project by any employees of the contractor or his subcontractors.

After a contract is awarded, the contractor shall submit the original and one certified copy of his insurance policies, and the original and one certified copy of his subcontractor's insurance policies to the local authority for approval, together with the original and three signed copies of Form USHA-299. If the subcontractor has blanket policies covering many locations, certificates examined by and filed with the local authority, in lieu of the original and the certified copy, will meet this requirement. The local authority shall examine all policies and certificates. If and when satisfactory, the local authority will sign and return to the contractor the original of Form USHA-299 together with the original policies.

33. REPORTS TO U.S. DEPARTMENT OF LABOR

The contractor shall furnish to the United States Department of Labor, as early as practicable, the names and addresses of all of his subcontractors. The contractor and each subcontractor shall report monthly to said Department no later than the 5th day following the close of each calendar month, on forms furnished by said Department, the number of persons on their respective pay rolls, aggregate amount of such pay rolls, the total man hours worked, and itemized expenditures for materials.

34. PAY ROLLS

The Contractor and each subcontractor shall prepare his pay roll on forms prescribed by the USHA and in accordance with instructions to be furnished with these forms. The forms will be furnished by the USHA through the Local Authority. Not later than the 7th day following the payment of the wages, each such contractor shall submit to the Local Authority for transmittal to the USHA, a certified legible copy of each such pay roll duly sworn to in accordance with the "Regulations Issued Pursuant to So-Called Kick-Back Statute" which regulations are set forth in the next following paragraph. An additional conformed copy of each such pay roll shall be furnished for the Local Authority's records.

35. KICK-BACK STATUTE AND REGULATIONS

(1) The so-called Kick-Back Statute is Public, No. 324, Seventy-third Congress, approved June 13, 1934 (48 Stat. 948), and reads as follows:

AN ACT to effectuate the purpose of certain statutes concerning rates of pay for labor, by making it unlawful to prevent anyone from receiving the compensation contracted for thereunder, and for other purposes.

BE IT ENACTED BY THE SENATE AND HOUSE OF REPRESENTATIVES OF THE UNITED STATES OF AMERICA IN CONGRESS ASSEMBLED, That whoever shall induce any person employed in the construction, prosecution, or completion of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof to give up any part of the compensation to which he is entitled under his contract of employment, by force, intimidation, threat of procuring dismissal from such employment, or by any other manner whatsoever, shall be fined not more than \$5,000, or imprisoned not more than five years, or both.

Section 2. To aid in the enforcement of

the above section, the Secretary of the Treasury and the Secretary of the Interior jointly shall make reasonable regulations for contractors or subcontractors on any such building or work, including a provision that each contractor and subcontractor shall furnish weekly a sworn affidavit with respect to the wages paid each employee during the preceding week.

2. Regulations Issued Pursuant to So-Called Kick-Back Statute.

Pursuant to the provisions of Public, No. 324, Seventy-third Congress, approved June 13, 1934, (48 Stat. 948), concerning rates of pay for labor, the Secretary of the Treasury and the Secretary of the Interior have jointly made the following regulations:

Section 1.

(This section quotes the Kick-Back Statute.)

Section 2.

Each contractor and subcontractor engaged in the construction, prosecution, or completion of any building or work of the United States or of any building or work financed in whole or in part by loans or grants from the United States, or in the repair thereof, shall furnish each week an affidavit with respect to the wages paid each employee during the preceding week. Said affidavit shall be in the following form:

State of

County of, ss:

I,, (Name the party signing affidavit),

.....(Title), do hereby certify that I am the employee of(name of contractor or subcontractor), who supervises the payment of the employees of said contractor (subcontractor); that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor (subcontractor) for the construction of(Project), for the weekly pay roll period from theday of194..., to the.....day of....., 194...; that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made; and that, to the best of my knowledge and belief, there exists no agreement or undertaking with any person employed on the project, or any person whatsoever, pursuant to which it is contemplated that I or anyone else shall, directly or indirectly, by force, intimidation, threat or otherwise, induce or receive any deductions or rebates in any manner whatsoever from any sum paid or to be paid to any person at any time for labor performed or to be performed under the contract for the above named project.

Sworn to before me thisday of, 194....

Section 3.

Said affidavit shall be executed and sworn to by the officer or employee of the contractor or subcontractor who supervises the payment of its employees.

Said affidavit shall be delivered, within seven days after the payment of the pay roll to which it is attached, to the Government representative in charge at the site of the particular project in respect of which it is furnished, who shall forward the same promptly to the Federal agency having control of such project. If no Government representative is in charge at the site, such affidavit shall be mailed within such seven-day period to the Federal agency having control of the project.

Section 4.

At the time upon which the first affidavit with respect to the wages paid to employees is required to be filed by a contractor or subcontractor pursuant to the requirements of these regulations, there shall also be filed in the manner required by Section 3 hereof a statement under oath by the contractor or subcontractor, setting forth the name of its officer or employee who supervises the payment of employees, and that such officer or employee is in a position to have full knowledge of the facts set forth in the form of affidavit required by Section 2 hereof. A similar affidavit shall be immediately filed in the event of a change in the officer or employee who supervises the payment of employees. In the event that the contractor or subcontractor is a corporation, such affidavit shall be executed by its president or a vice president. In the event that the contractor or subcontractor is a partnership, such affidavit shall be executed by a member of the firm.

Section 5.

These regulations shall be made a part of each contract executed after the effective date hereof by the Government for any of the purposes enumerated in Section 2 hereof.

Section 6.

These regulations shall become effective on January 15, 1935.

3. CONSTRUCTION OF REGULATIONS

Construction
of
Regulations

The clause in the pay roll affidavit which reads " * * * that the attached pay roll is a true and accurate report of the full weekly wages due and paid to each person employed by the said contractor * * *" is construed to mean:

(a) Wages due are the wages earned during the pay period by each person employed by the contractor, less any deductions required by law.

(b) At the time of signing the affidavit, the wages due each employee have either been paid to him in full or are being held subject to claim by him.

(c) Such unpaid wages will be paid in full on demand of the employee entitled to receive them.

The clause " * * * that no rebates or deductions from any wages due any such person as set out on the attached pay roll have been directly or indirectly made" does not apply to any legitimate deductions mentioned above which enter into the computation of full weekly wages due.

The "Regulations Issued Pursuant to So-Called Kick-Back Statute" shall not be construed to prohibit deductions required by law.

36. WAGE CLAIMS AND ADJUSTMENTS

Wage
Claims
and Ad-
justments

In cases of underpayment of wages by any contractor, the Local Authority will withhold from such contractor out of payments due an amount sufficient to pay persons employed on the work covered by his contract the difference between the wages required to be paid under the contract and the wages actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Local Authority, for and on account of the contractor, to the respective employees to whom they are due.

37. RESTORATION WORK

Restoration
Work

The Contractor shall care for all restoration work repairing any disturbed portion of existing work and materials which are to remain in place. The Contractor shall remove all debris or rubbish, cratings, et cetera, occasioned by the Contractor from all buildings and the site proper, and shall be responsible for, and repair at his expense, all damages to the buildings, walls, floors, equipment, plantings and lawns.