

CITY OF ROYAL OAK  
OAKLAND COUNTY, MICHIGAN

CONTRACT DOCUMENTS

ADVERTISEMENT

INSTRUCTIONS TO BIDDERS

FORM OF PROPOSAL

BONDS AND SPECIFICATIONS

For the Replacement of

**JOHN LINDELL ICE ARENA DOORS**  
**ITB-SBP-PUR-10-001**

CITY OF ROYAL OAK, MICHIGAN  
ADVERTISEMENT

**JOHN LINDELL ICE ARENA DOORS  
ITB-SBP-PUR-10-001**

CONTRACTORS:

Proposals will be received by the City of Royal Oak, Department of Public Works, 1600 N. Campbell Road, Royal Oak, Michigan, up to **3:00 P.M.** on the **29<sup>th</sup> day of January, 2010**, at which time all proposals will be publicly opened and read aloud for the “**John Lindell Ice Arena Doors**” contract. The work shall consist of furnishing all labor, materials, equipment, and incidental items.

The Plans and Specifications under which the work is to be done may be examined at the City of Royal Oak, Department of Public Services, 1600 N Campbell Road, Royal Oak, Michigan 48067, on or after 10:00 a.m. January 11, 2010. They **CANNOT** be mailed. Office hours are Monday – Friday 8AM – 4:30 PM, excluding holidays.

Plans and specifications will also be available after January 11, 2010 at the City of Royal Oak Website at <http://www.ci.royal-oak.mi.us/portal/general-information/forms-and-applications>. Plans and specifications will also be available after January 11, 2010 at the website of the Michigan Intergovernmental Trade Network (MITN) at [www.govbids.com/scripts/MITN/public/home.asp](http://www.govbids.com/scripts/MITN/public/home.asp). MITN may require a fee for subscribing to this service.

This is a Federal Aid project, which must comply with the Labor Standards set forth under Section 110a of the Community Development Block Grant (Sec. 24, Part 570, 570.603). The Davis Bacon Act is applicable and minimum wage rates must be paid by the contractor and subcontractors. Minority and female contractors are specifically invited to bid on this contract. The City also requests general contractors to use minority and female subcontractors whenever possible.

Each proposal must be accompanied by a certified check or bid bond by a recognized surety company in the amount of five percent (5%) of the bid, payable to the City of Royal Oak as security for the acceptance of the Contract. No bidder may withdraw his proposal between the date set for the opening thereof and the date upon which the Contract is awarded.

The right to reject any or all proposals and the right to waive defects in proposals will be reserved by the City.

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**CITY OF ROYAL OAK, MICHIGAN  
SPECIFICATIONS  
REMOVE / REPLACE DOORS JOHN LINDELL ICE ARENA**

**DATE: January 10, 2010**

**BID NO.: ITB-SBP-PUR-10-001**

Sealed proposals for **ICE ARENA DOOR REMOVAL / REPLACEMENT** will be received by the City of Royal Oak, Department of Public Services, 1600 N Campbell Road, Royal Oak, Michigan 48067, up to 3:00 PM on **JANUARY 29, 2010**, at which time they will be publicly opened and read at the Royal Oak City offices.

**PLEASE MARK ENVELOPES: ITB-SBP-PUR-10-001 ON THE LOWER LEFT-HAND CORNER.**

Bids shall be submitted in accordance with the attached specifications. In submitting your bid, your company shall use the attached specifications and bid sheet. **FAX BIDS WILL NOT BE CONSIDERED NOR ACCEPTED. IT IS RECOMMENDED THAT BIDS BE MARKED "ATTENTION: DEPARTMENT OF PUBLIC SERVICES, 1600 N CAMPBELL ROAD"**.

Your company is to list, on the lines provided for that purpose, any and all deviations from the specifications.

**All bids shall specify terms** and show delivery dates. The City of Royal Oak reserves the right to accept or reject any or all bids, to advertise for bids a second time, and to waive any minor irregularities in any bids.

**FURTHER INSTRUCTIONS TO BIDDERS**

1. Any and all bids **must be on the City of Royal Oak proposal forms and must be delivered to the Department of Public Services, 1600 N. Campbell Road.** If more than one bid is submitted, a separate bid proposal form must be used for each. **Unless otherwise specified in the bid document the City reserves the right to accept any item in the bid on an individual basis.**
2. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested.
3. All items shall be F.O.B. delivered in accordance with specifications if applicable.
4. If further information regarding this bid is required, please contact the Purchasing Department at (248) 246-3202.
5. A successful bidder does agree to hold the City harmless from liability loss and also have his workers covered by Worker's Compensation, and furnish the bidder's standard insurance certificate showing coverage for bodily injury and property damage and worker's compensation to the Department of Public Services within 48 hours of a verbal request.
6. The City of Royal Oak officially distributes bid documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** Only those vendors who obtain bid documents from either the Purchasing Department of the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN site, [www.govbids.com](http://www.govbids.com), and obtain an official copy.

ADV 1 OF 2

**SPECIAL INSTRUCTIONS**

1. Between the time of the formal opening of sealed bids and the final bid award, it shall be the responsibility of the bidders to request information they might need regarding such bids.
2. If your proposal is based on “one lot” pricing and is not to be broken up by item, you must indicate this on the bid proposal under exceptions.
3. Please contact **Ron Holbrook at 248-246-3961** with any questions regarding technical specifications.
4. **EXTENSION OF AWARD TO THE MICHIGAN INTERGOVERNMENTAL TRADE NETWORK**

\_\_\_\_\_ is a member of the Michigan Intergovernmental  
**(City, Township or Entity)**

Trade Network Purchasing Cooperative. If your company is awarded an item or a completed contract, the cooperative governmental entities may wish to use this contract and will use a purchase order or contract for any or all the item(s) awarded following minimum order/contract requirements set forth in the bid documents. Each entity will provide their own purchase order or contract and must be invoiced separately to the address indicated on the purchase order/contract.

( ) If an award is made to \_\_\_\_\_, it is agreed that  
**(Company)**

the contract will be extended to the Michigan Intergovernmental Trade Network Purchasing Cooperative under the same prices, terms, and conditions.

**Signature of Company Representative** \_\_\_\_\_  
Name and Title

( ) Our company is **NOT** interested in extending the contract.

**CITY OF ROYAL OAK, MICHIGAN  
GENERAL REQUIREMENTS  
FOR  
ICE ARENA DOOR REPLACEMENT  
BID NO.: ITB-SBP-PUR-10-001**

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**METHOD OF AWARD**

*The recommendation to award will be based on the lowest total bid meeting specifications, or in any manner deemed to be in the best interest of the City. The City reserves the right to withhold award on an item by item basis, unless the bidder submits an exception in writing with its bid. The City reserves the right to award to one or more bidders. Previous experience and performance may be a factor in making the award.*

**NON-DISCRIMINATION CLAUSE**

*In the performance of any Contract or Purchase Order resulting wherefrom, the Contractor agrees to obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work, and all ordinances and requirements of the City regulating or applying to public improvements.*

*Furthermore, the Contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Contract or Purchase Order, with respect to his or her hire, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability except when said disability prevents such individual from performing the essential job functions, and the disability cannot be reasonably accommodated. The Contractor further agrees that every subcontract entered into for the performance of this Contract or Purchase Order will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract or Purchase Order.*

**ETHICS POLICY**

*Gratuities It shall be unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.*

*Kickbacks It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.*

**ADA COMPLIANCE**

*The City of Royal Oak will provide necessary, reasonable auxiliary aids and services, and provide assistance in filling out forms, to individuals with disabilities when doing business with the City of Royal Oak. Individuals with disabilities requiring such auxiliary aids or services, should contact the City of Royal Oak by writing or calling the following:*

*Mary Jo DiPaolo, PO Box 64, Royal Oak, Michigan 48068, (248) 246-3070, or TDD (248) 246-3010*

**CITY OF ROYAL OAK, MICHIGAN  
FORM OF PROPOSAL  
ITB-SBP-PUR-10-001  
ICE ARENA DOOR REPLACEMENT**

**TO: Purchasing Department, City of Royal Oak, Michigan**

The undersigned hereby offers to furnish to the City of Royal Oak all materials and/or services at the prices quoted in conformance with the City's specifications described herein:

Total Bid Price per Specifications        \$ \_\_\_\_\_

Please submit 4 copies of this bid.

The Bidder certifies that this bid is in complete compliance with all specifications except as specifically listed on the following lines (use additional sheet if necessary):

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BID FIRM FOR: \_\_\_\_\_ (LENGTH OF TIME)

FIRM FOR SIGNATURE: \_\_\_\_\_  
**(NOTE: 'Firm for Signature' MUST be signed in order for bid to be considered.)**

F.O.B.:        **DELIVERED**        DELIVERY DATE: \_\_\_\_\_

INVOICE TERMS: \_\_\_\_\_

CITY OF ROYAL OAK, MICHIGAN  
FORM OF PROPOSAL – ICE ARENA DOOR REPLACEMENT  
BID NO.: ITB-SBP-PUR-10-001

NAME OF COMPANY: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

BID PREPARED BY: \_\_\_\_\_  
(Typed Name of Individual) (Title)

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

**CITY OF ROYAL OAK, MICHIGAN**  
**BID NO.: ITB-SBP-PUR-10-001**  
**SPECIFICATIONS FOR ICE ARENA DOOR REPLACEMENT**

**Specifications for the City of Royal Oak, John Lindell Arena**  
**Ice Arena Door Replacement**

**I. General**

All doors to include

- Demo Doors Sidelites and transoms as required
- Doors and Sidelites with Breakaway for egress
- Motion sensors for activation with safety sensor to protect the door opening
- ¼" clear safety glass in doors, sidelites and transoms
- 7" threshold on the interior to cover the holes from removing the existing framing
- Thumb turn for locking
- Dedicated 110volt power to each door packages
- One-Year Warranty on material and installation labor
- Permits are responsibility of the contractor

A. Arena Door 1 East Arena Lobby to Rink

- 1 – 14' Bi-Parting Slider with a 6' door opening, Dark Bronze finish  
Custom transom to fit the angle of the ceiling with extra verticals  
Additional Sidelites on either side of sliding door package tied into the transom

B. Arena Door 2 West Arena Lobby to Rink

- 1 – 10' Bi-Parting Slider with a 48" door opening, Dark Bronze finish  
No transom

C. NE Doors East Arena entrance doors

- 2 – 12' Bi-Parting Slider with a 5' door opening, Dark Bronze finish  
Custom transoms to fit the angle of the ceiling with extra verticals  
Lead-Up threshold on the exterior package only (to take care of the existing trip hazard)

D. NW Doors West Arena entrance doors

- 2 – 14' Bi-Parting Slider with a 6' door opening, Dark Bronze finish  
Custom transoms to fit the angle of the ceiling with extra verticals  
Additional Sidelites on either side of sliding door package tied into the transom  
Lead-Up threshold on the exterior package only (to take care of the existing trip hazard)

Exclusions:

- Core and Keying
- Read switches and connecting into the existing security system

## **SPECIAL INSTRUCTIONS TO BIDDERS**

### **LINDELL ICE ARENA REPLACEMENT DOORS ITB-SBP-PUR-10-001**

The work of this Contract shall be done in accordance with the requirements of 2009 Edition of the Royal Oak Standard Specifications, the Michigan Building Code and federal Housing and Urban Development Community Development Block Grant (CDBG) regulations 24 CFR Part 570.

#### **TYPE OF WORK & LOCATION**

Demolition and Installation of four existing doors at the John Lindell Ice Arena, 1403 Lexington Boulevard, per specifications.

#### **AWARD AND EXECUTION OF THE CONTRACT**

It is the intention of the City to award the Contract to a single lowest responsible bidder, provided that bid is reasonable and the best interest of the City will be served by accepting it. The City shall forward to the Contractor a written notice of award upon acceptance of the bids by the City Commission.

The bidder to whom the Contract is awarded will be required to execute the form of Contract and to furnish all bonds, certificates of insurance, and an executed Hold Harmless Agreement within ten (10) days (Sundays and legal holidays excepted) after receiving written notice of the award, or within such extended period as may be approved by the City; and in the case of his/her failure to do so, he/she may be considered by the City to have abandoned his/her interests in the Contract, and his/her proposal guaranty may be declared forfeited to the City, and the Contract may be awarded to another bidder.

#### **PROPERTY INSPECTION**

The building is open daily and can be visited by appointment. Please call Ronald Holbrook, Ice Arena Manager, at 248-246-3961 to make appointments.

#### **CONSTRUCTION SCHEDULE FOR CONTRACT**

The Contractor shall complete the work under this contract, complete with all clean-up operations, in accordance with the following schedule:

## SPECIAL INSTRUCTIONS TO BIDDERS – Continued

### Required Contract Construction Schedule

After receipt of the Bid and prior to award of the contract, the Contractor shall submit any revisions to the Construction progress Schedule requested by the Construction Manager. The Construction Progress Schedule shall show a sequence of operations agreeable to all parties, and indicate completion of work within the agreed contract time as specified under Time of Starting and Completing on page SIB-3.

### TIME OF STARTING AND COMPLETING

The work to be done under this Contract is to begin within thirty (30) calendar days after award unless the City shall, in writing, authorize a later start. (Subject to City Commission and HUD approval.) The work shall continue diligently thereafter and shall be substantially completed within 120 days.

### CONFORMITY TO CONTRACT AND SPECIFICATIONS

Proposals must be made in full conformity to all the conditions as set forth in the Contract and Specification attached hereto.

### MATERIAL CERTIFICATION

All materials supplied by the contractor shall be certified in writing by the manufacturer showing that the materials supplied meet the specifications of the Contract. Their certifications shall include the specification of the material supplied. No work may be done on the project with materials supplied by the Contractor without a written material certification approved by the City Engineer.

### BIDDER INFORMATION

**The Bidder Information as specified under Item 7 on Page SI-2 in the City of Royal Oak "Standard Instructions to Bidders" of the City of Royal Oak Standard Specifications for Construction (2009 Edition) shall be provided with the bid as listed on the Form of Proposal.**

- a. Five references of similar jobs. The references shall include a one sentence job description, year of work, and owner representative and phone number.
- b. A detailed Construction Schedule showing all major items of work including 24 hour emergency call out numbers. The Construction Schedule shall include staffing to be used by the Contractor in the execution of the Contract and shall include but not be limited to the following:
  1. Crews to be assigned to the work
  2. Number of men in each crew
- c. Equipment to be on site and used on the project.

## SPECIAL INSTRUCTIONS TO BIDDERS – Continued

### LABOR RATES

All applicable portions of this contract shall meet the Federal Labor Standards specified on pages FLSP 1 thru FLSP 4. **All labor rates shall conform to current at time of bid U.S. Department of Labor Wage Decision, see attached decision No. MI20080084 dated 1/23/2009. This project will receive Federal Aid participation. The project must comply with the Davis Bacon Act** as described in Pages FLSP 1 – FLSP 4 and predetermined minimum wage rates to be paid by the Contractor and/or subcontractors as contained in wage decision. In addition, the Contractor must display posters on the job site similar to those included as FLSP 5.

The Contractor **shall** provide a payroll report on a bi-weekly basis to the Construction Manager in compliance with the Davis Bacon Act.

### WORKING DAYS

The definition of “working days” covered under this Contract shall be Monday through Saturday, 7:00 a.m. to 8:00 p.m. Approval shall be obtained from the Engineering Department to work on Sundays or holidays or between the hours of 8:00 p.m. and 7:00 a.m.

### BOND REQUIREMENTS

Each proposal must be accompanied by a certified check or bid bond by a recognized surety company in the amount of five percent (5%) of the bid, payable to the City of Royal Oak as security for the acceptance of the Contract. No bidder may withdraw his proposal between the date set for the opening thereof and the date upon which the Contract is awarded.

The successful bidder will be required to execute the bonds, on the forms included in this section, with sureties acceptable to the City; one bond to be executed to the City and to be conditioned for the faithful performance and fulfillment of the Contract work for a period of one (1) year after the date of the final Contract payment estimate. The other bond to be executed to the City and to be conditioned for the payment of all labor and materials used in the work and the protection of the City from all liens and damages arising therefrom; each of which bonds shall be based on the total amount of the Contract as calculated at the time the bids are received.

In the interest of insuring compliance with the contract, the RFP, the Zoning Ordinance and any other applicable standard or provision, protecting the natural resources and health, safety and welfare of the residents of the City of Royal Oak and future users or inhabitants of the area for which this RFP is being issued, the City of Royal Oak shall require the successful bidder to deposit a performance guarantee as set forth herein.

The purpose of the performance guarantee is to insure completion of the improvements required in the RFP including but not limited to streets, lighting, utilities, sidewalks drainage, fences, screens, walls and landscaping.

Performance guarantee as used herein shall mean a **cash deposit or certified check, irrevocable bank** letter of credit in the amount of **125%** of the estimated cost of the improvements to be made, as determined by the applicant and verified by the City, provided, however, all amounts required to

## SPECIAL INSTRUCTIONS TO BIDDERS – Continued

be deposited in excess of **\$100,000** may be in the form of a corporate surety bond approved as to form and substance in the City Attorney's discretion. A letter of credit and corporate surety bond shall cover a time period equal to or longer than the time set in the building permit, and shall require 30 days advance notice to the City Attorney prior to its termination. The City shall be authorized to employ the City Engineer and Building Official to review cost estimates and conduct periodic inspection of the progress of improvements.

### COSTS TO CORRECT DEFICIENCIES

The Contractor shall bear the cost of repair or replacement of any surface features, structures, sewers, or sewer leads damaged as a result of his operations.

Damaged structures shall be repaired or replaced to the condition at the time of damage. All repairs and replacements shall be made by the Contractor in conformance with the 2009 City of Royal Oak Standard Specifications for Construction.

The Engineer will investigate all complaints received regarding work done by the Contractor and shall also have the right to make investigations on his/her own initiative. If, in the opinion of the Engineer, any work has not been done in accordance with the Contract, the Engineer shall immediately notify the Contractor in writing of the nature of the defect, location, remedies desired, and the time limit within which the defect shall be remedied. Should the Contractor fail to remedy the defect within the time limit allowed, the Engineer may do so with City forces and deduct the cost thereof from the amount due the Contractor at the time of final estimate; or the Engineer may, in the alternative, notify the Contractor to stop all other work under this Contract until the defect has been remedied. The City shall not be required to pay for any work done by the Contractor in violation of any such stop order, and the amount due for any such work shall be regarded as liquidated damages due the City as a result of such breach of this Contract.

### RETAINAGE

To assure proper performance of a construction contract by the contractor, the City shall retain a portion of each progress payment otherwise due as provided in this section.

Progress payments shall be limited to 85% of the value of work satisfactorily completed and inspected according to the construction schedule as described above. Retainage shall be released to the CONTRACTOR together with the final progress payment

### TITLE VI COMPLIANCE

The City of Royal Oak in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-d4 and Title 24, Code of Federal Regulations, Department of Housing and Urban

## SPECIAL INSTRUCTIONS TO BIDDERS – Continued

Development, Community Development Block Grant Program, Part 570, and all requirements issued pursuant to such Act, hereby notifies all bidders that minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, sex or national origin in consideration for an award.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest, (hereinafter referred to as the “contractor”) agrees as follows:

### 1. Compliance with Regulations

The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Housing and Urban Development (HUD), Title 24, Code of Federal Regulations, part 570 (hereinafter referred to as the Regulations), as they may be amended from time to time, herein incorporated by reference and made a part of this contract.

### 2. Nondiscrimination

The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Subcontracts, including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of material for leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

### 4. Information and Reports

The contractor shall provide all information and reports required by the Regulation or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City of Royal Oak, or appropriate Federal Agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Royal Oak and the appropriate Federal Agency as needed, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Noncompliance

SPECIAL INSTRUCTIONS TO BIDDERS – Continued

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Royal Oak shall impose such contract sanctions as HUD may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the contractor under contract until the contractor complies, and/or
- B. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporations and Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Royal Oak or appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

CITY OF ROYAL OAK, MICHIGAN  
 FORM OF PROPOSAL  
 REMOVE / REPLACE DOORS AT JOHN LINDELL ICE ARENA  
 Bid No.: ITB-SBP-PUR-10-001

The undersigned, as bidder, declares that, having carefully examined the site of the proposed work and informed himself fully in regard to the conditions to be met in the performance of the work and having read and examined the Instructions to Bidders, Contract, Plans, and Specifications pertaining to this work, he proposes to furnish all materials, tools, equipment, transportation, labor, supervision, and all else necessary for the satisfactory and complete construction of certain work in full accordance with the Plans and Specifications for this work now on file in the office of the Department of Public Services, 1600 N Campbell Road, Royal Oak, Michigan, at and for the following prices named below, to wit:

ITEM DESCRIPTION		AMOUNT	
Door #1			
Door #2			
Door #3			
Door #4			
	Grand Total		

FORM OF PROPOSAL

CONTRACT NO. ITB-SBP-PUR-10-001

The undersigned agrees that, if the foregoing Proposal be accepted by the City of Royal Oak, he will, within ten (10) business days after receiving notice of such acceptance, provide all bonds and insurances, and enter into the attached form of Contract to do all the work specified at the prices named in the Proposal; and he further agrees that he will commence work immediately, and prosecute it faithfully to completion **within 120 days**.

In submitting this bid, it is understood by the undersigned that the right is reserved by the City to accept any bid, to reject any or all bids, and to waive any irregularities or informalities in bidding in the interest of the City.

Accompanying this Proposal is a (Bid Bond) (Certified Check) in the amount of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ not less than five percent (5%) of the total amount of the bid submitted.

If the undersigned shall fail to execute the Contract or furnish the bonds and insurances within the time limited, or fail to fulfill the agreements concerning the proposed work, it is agreed that the City may, at its option, determine that the undersigned has abandoned his interests in the proposed Contract and that the certified check or Bid Bond accompanying this Proposal may be retained by the City as liquidated damages and not as a penalty, but otherwise the certified check or Bid Bond shall be returned to the undersigned upon the execution of the Contract and acceptance of the bonds.

DATED AND SIGNED This \_\_\_\_\_ Day of \_\_\_\_\_, 2010.

Name of Bidder \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

FORM OF PROPOSAL

CONTRACT NO. ITB-SBP-PUR-10-001

The full names and residences of all persons interested in the foregoing bid as principals, are as follows:

If a partnership, give names of:

If a corporation, give names of:

\_\_\_\_\_  
PARTNER

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
PARTNER

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PARTNER

\_\_\_\_\_  
TREASURER

\_\_\_\_\_  
PARTNER

\_\_\_\_\_  
MANAGER

If a partnership, attach a copy of  
County issued Assumed Name  
Certificate to this Proposal.

State in Which Incorporated:

\_\_\_\_\_  
If a corporation, attach a copy of State issued  
Certificate of Good Standing to this Proposal.

**HOLD HARMLESS AGREEMENT**

REMOVE / REPLACE DOORS AT JOHN LINDELL ICE ARENA  
ITB-SBP-PUR-10-001

"To the fullest extent permitted by law, \_\_\_\_\_ agrees to defend, pay in behalf of, indemnify, and hold harmless the City of Royal Oak, its elected and appointed officials, employees and volunteers and others working for or in behalf of the City of Royal Oak, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Royal Oak, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Royal Oak, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CERTIFICATE OF PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

STATE OF MICHIGAN        )  
COUNTY OF OAKLAND     )

\_\_\_\_\_ being first duly sworn deposes and says that he is the  
\_\_\_\_\_ Insurance Company, an insurance company authorized  
to carry Public Liability and Property Damage Insurance in the State of Michigan.

Deponent further says that \_\_\_\_\_ Contractor carries Public Liability and  
Property Damage Insurance in the proper amounts as specified for the prosecution of Contract for  
the City of Royal Oak, Michigan.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

My Commission Expires:

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

STATE OF MICHIGAN        )  
COUNTY OF OAKLAND    )

\_\_\_\_\_ being first duly sworn deposes and says that he is  
\_\_\_\_\_ authorized to carry Workers' Compensation Insurance in  
the State of Michigan.

Deponent further says that \_\_\_\_\_, Contractor, carries Workers' Compensation  
Insurance with this Company for the protection of employees of said Contractor employed in the  
prosecution for the City of Royal Oak, Michigan.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

My Commission Expires:

Workers' Compensation Insurance Statement

PERFORMANCE, MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_, Contractor, as Principal, and \_\_\_\_\_ as surety, are held and firmly bound unto the City of Royal Oak, Michigan (hereinafter called the CITY) in the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid to the CITY for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally to those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 2010 by articles that date, enter into a Contract with the CITY for the Removal / Replacement of Doors at John Lindell Ice Arena.

NOW THEREFORE, if the said Principal shall save and hold harmless the said CITY from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said Contract according to all the conditions and stipulations therein contained, in all respects, and shall save and hold harmless the said CITY from and against all liens and claims of every description in connection therewith and for a period of one year after the completion of the work upon certification of the Engineer shall replace all work performed and materials furnished that are not performed or furnished according to the requirements of the Contract and make good all defects thereof which shall become apparent before the expiration of said period of one year, then the obligation shall be void and of no effect, but otherwise it shall remain in full force and virtue, and in the event that the said CITY shall extend the time for the completion of said work or otherwise modify elements of the Contract in accordance with the provisions thereof, such extension of time or modification of the Contract shall not in any way release sureties on this bond.

NOW THEREFORE, the Principal guarantees that for a period of one (1) year from the date of the final estimate he will, without cost to the CITY, keep in good order and repair any defect in the work done under said Contract by his employees, agents, subcontractors, or material suppliers, that may develop during said time due to improper materials, defective equipment, workmanship or arrangements, and that he will likewise restore to good condition any work disturbed while correcting such defects, excepting only such part or parts of said work which may have been disturbed without his consent or approval after acceptance thereof by the CITY: and that whenever directed to do so by the CITY, through written notice served personally or by mail upon the Principal at \_\_\_\_\_ or upon the Surety (Sureties) at \_\_\_\_\_, he will proceed at once to make the repairs specified, and in case of failure to do so, within one week from the date of service of said notice or such additional time as may be fixed therein the CITY shall have the right to purchase such materials and employ such labor and equipment as may be necessary to undertake, do and make such repairs, and to be reimbursed by the Principal or Surety (Sureties) for the full expense thereof. If it is necessary to make any repair or set a barricade at once to protect life and property, the CITY may take such action immediately without notice to the Principal or Surety (Sureties). The CITY shall not be obligated to obtain the lowest bids for doing the work, or any part thereof, but all sums actually paid therefor shall be reimbursed by either the Principal or Surety (Sureties). In this connection, the judgment of the CITY shall be final and conclusive. If the Principal, for a period of one (1) year from the date of the final estimate, shall keep the work done under the aforesaid Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without his consent or approval after acceptance thereof by the CITY, and shall, whenever given notice as herein provided, immediately proceed to make specified repairs, or, in default thereof shall reimburse the CITY for expenses incurred in making such repairs, and shall fully indemnify, defend and save the CITY harmless from all suits and actions for damages of every name and description brought or claimed against it, for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omission or through the negligence of the Principal's employees, agents, subcontractors or material suppliers in the performance of the work required by said Contract, and from any and all claims arising under the Workers' Compensation Act of the State of Michigan, as amended, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS THEREOF, the parties herein have caused this instrument to be executed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Signed, Sealed and Delivered in the presence of:

\_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal)  
Principal

BOND CORRECT AS TO FORM:

\_\_\_\_\_(Seal)  
Attorney - City

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, Contractor, as Principal, and

\_\_\_\_\_, as Surety, are held and firmly bound unto the City of Royal Oak, Michigan

(hereinafter called the CITY) in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally to these presents.

THE CONDITION OF THIS OBLIGATION is such that:

WHEREAS, the above named Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by articles that date, enter into a Contract with the CITY for the Removal /Replacement of Doors at John Lindell Ice Arena.

AND WHEREAS, this bond is given in compliance with and subject to the provisions of Act No. 187 of the Public Acts of Michigan (1905) as amended, the same being sections 570.101 to 570.105 inclusive, of the Compiled Laws of the State of Michigan for 1948 and P.A. 213 (1963), as amended.

NOW THEREFORE, if the above named principal, legal representatives, or successors shall pay or cause to be paid to all subcontractors, persons, firms and corporations as the same may become due and payable, all indebtedness which may arise from said principal to a subcontractor, to any person, firm or corporation on account of any labor performed or materials furnished in connection with the Contract, construction and work herein referred to, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is given upon the express condition that any changes, alterations, or modifications that may be hereafter recorded or made in the construction and complete installation of the work herein referred to, or the placing of an inspector or superintendent thereon by the CITY shall not operate to discharge or release the sureties thereon.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Signed, Sealed and Delivered

in the presence of:

\_\_\_\_\_

\_\_\_\_\_(Seal)

\_\_\_\_\_

\_\_\_\_\_(Seal)  
Principal

BOND CORRECT AS TO FORM:

\_\_\_\_\_  
Attorney - City

\_\_\_\_\_(Seal)

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

**(1)** That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

**(c)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

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

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

#### **4. Apprentices and Trainees.**

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

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

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

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-

graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

**(3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# NOTICE TO ALL EMPLOYEES

## Working on Federal or Federally Financed Construction Projects

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### Minimum Wages

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

### Overtime

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

### Apprentices

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### Proper Pay

If you do not receive proper pay, contact the Contracting Officer listed below:

Or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under:

**U.S. Department of Labor  
Employment Standards Administration**

U.S. Department of Labor  
Employment Standards  
Administration  
Wage and Hour Division