



**U.S. Department of Housing and Urban Development**  
Chicago Contracting Operations Branch  
77 W. Jackson Blvd., Room 2517  
Chicago, Illinois 60604-3507  
<http://www.hud.gov/offices/cpo/index/.cfm>

**REQUEST FOR QUOTATIONS (RFQ) Q0C5AAC0045  
MULTIFAMILY CONSTRUCTION INSPECTIONS**

**CLOSING DATE: SEPTEMBER 10, 2010 AT 4:00 PM (LOCAL TIME)**

Dear Offeror:

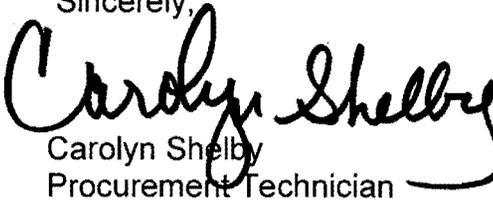
Enclosed is a Request for Quotations (RFQ) Number **Q0C5AAC0045** to solicit offer.

You should carefully review the entire RFQ if you intend to submit a quotation. The RFQ consists of the following sections:

- (1) Standard Form 18, Request for Quotations
- (2) Statement of Work
- (3) Instruction for Preparing and submitting Quotations

If you have any questions, please contact, **carolyn Shelby at 312-913-8596.**

Sincerely,

  
Carolyn Shelby  
Procurement Technician

Enclosures

## INSTRUCTIONS FOR PREPARING AND SUBMITTING QUOTATION

1. Complete SF-18, Request for Quotation (RFQ) Block 11, by inserting in Column (e), Unit Prices, your proposed price, in the space provided, for each contract line item.
2. Complete Blocks 13a and 13b of the SF-18.
3. Return the completed SF-18 along with your Duns number to:

Carolyn Shelby, Procurement Technician  
U.S. Dept. of Housing and Urban Development  
77 West Jackson Boulevard, Room 2517  
Chicago, Illinois 60604-3507

Note that your quotation must be received by 4:00 p.m. on **SEPTEMBER 10, 2010**, at the above address. Facsimile copies are acceptable.

HUD intends to make an offer to the quote determined to be most advantageous considering qualifications and quoted price. Depending on HUD's need for the services, HUD reserves the right to make multiple offers, negotiate price, or make no offers as a result of this RFQ.

**ALL QUOTER'S MUST BE REGISTRATERED IN THE CENTRAL CONTRACTOR REGISTRY IN ORDER TO PERFORM WORK AWARD BY HUD.** In accordance with Federal Acquisition Regulation 4.1103(c) (1), failure for not being registered shall result in the withdrawal, of the successful offer, and will be awarded to the next otherwise successful offer able to comply with the registration requirement. More information is available at <http://www.ccr.gov>.

1. REQUEST NO. Q0C5AAC0045	2. DATE ISSUED 09/01/2010	3. REQUISITION/PURCHASE REQUEST NO. R05EH0019/046-35719	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
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5a. ISSUED BY Chicago Contracting Operations Ralph H. Metcalfe Federal Building 77 West Jackson Boulevard, Room 2517 Chicago IL 606043507	6. DELIVER BY (Date)
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5B. FOR INFORMATION CALL:(No collect calls)	7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHE	9. DESTINATION
NAME CAROLYN L SHELBY	TELEPHONE NUMBER (312) 913-8596 ext	a. NAME OF CONSIGNEE Columbus Multifamily Housing Hub
Fax: (312) 353-8965		

8. TO:		b. STREET ADDRESS. 200 North High Street
a. NAME	b. COMPANY To All Offerors	

c. STREET ADDRESS.		c. CITY Columbus
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d. CITY	e. STATE	f. ZIP CODE	d. STATE OH	e. ZIP CODE 43215-2499
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10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date) <u>09/10/2010</u>	IMPORTANT : This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.
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11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	ENGINEERING & TECHNICAL SERVICES	80.00	EA		

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS( %)	b. 20 CALENDAR DAYS( %)	c. 30 CALENDAR DAYS( %)	d. CALENDAR DAYS	
				NUMBER	PERCENTAG

NOTE: Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					AREA CODE	
c. COUNTY			a. NAME(Type or print)		NUMBER	
d. CITY			e. STATE		f. ZIP CODE	
			c. TITLE(Type or print)			

Project Information Sheet  
Ohio State Office, MF Hub, Columbus, Ohio  
Multifamily Project Inspection Services

Processing Method is  TAP  MAP

Section of Act and description: 221d4 Substantial Rehabilitation

Project Name: Fay Apartments

Project Number: 046-35719

Street/City/County: 3710 President Drive/ Cincinnati/ Hamilton

Number of Units/Beds: 703

Type of Project: Substantial rehabilitation

Scope, if Rehab: Demolish 17 bldgs. Remaining bldg's to receive new roofs, siding, exterior doors, windows, cabinets/countertops, plumbing fixtures, lighting fixtures, GFCI/arc fault outlets, smoke detectors, HVAC system, and hot water heaters. Install new flooring, interior doors and appliances as scheduled. Renovate the laundry bldg and satellite offices/laundry bldgs. Install renovation to select areas of the community bldg as scheduled. Repair areas of walks/stops, pavement and install handrails and landscaping as scheduled on the drawings.

Structure Type(s): 2 story wood framed with brick and vinyl siding

Number of Primary Buildings: 91

Number and Type of Accessory Buildings: 1 office bldg, 1 community bldg, 1 storage bldg, 1 maintenance bldg, 1 laundry & 1 daycare bldg

Offsite Work: None

Scheduled Construction Period: 28 months

*40 months*

Scheduled Start of Construction: Sept. 2010

Project Sponsor/Owner: Fay Limited Partnership

Supervisory Architect: George Berardi

General Contractor: Reece Campbell

Construction Cost: \$26,069,564

Firm Commitment Date: 6/30/2010

Number of Inspections: *80*

Minimum of 2 Hours/visit. (not including travel) No Maximum:

*8/30/10*  
Date

*Robert E. Story*  
Robert E. Story  
Government Technical Representative

# SAP PROVISIONS AND CLAUSES FOR THE PURCHASE OF SERVICES AND SUPPLIES OVER \$25,000

To indicate the applicability of certain provisions/clauses, check the boxes as they appear in the left margin.

## PROVISIONS

### 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses:

Federal Acquisition Regulations Clauses and Provisions: <http://www.arnet.gov/far/>  
U.S. Dept. of HUD Regulations Clauses and Provisions: <http://www.hud.gov/cts/ctshudar.html>

### 2452.203-71 Certification Regarding Federal Employment. (DEC 1992)

#### 2452.226-70 Certification of Status as a Minority Business Enterprise. (AUG 1995)

Bidder, Offeror or Supplier certifies that he or she \_\_\_ is, \_\_\_ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of the definition, minority group members are:

(Check the box applicable to you)

Black Americans  Asian Pacific Americans  Hispanic Americans  Asian Indian Americans  Native Americans

### 52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_  TIN has been applied for.  TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;  Partnership;  Corporate entity (not tax-exempt);  Corporate entity (tax-exempt);  Government entity (Federal, State, or local)

Foreign government;  International organization per 26 CFR 1.6049-4;  Other \_\_\_\_\_

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_ TIN \_\_\_\_\_

### 52.204-6 Data Universal Numbering System (DUNS) Number. (June 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

#### **52.219-1 Small Business Program Representations (May 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is \_\_\_\_\_ [insert SIC code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(c) Definitions.

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

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **52.222-21 Prohibition of Segregated Facilities (Feb 1999)**

#### **52.222-22 Previous Contracts and Compliance Reports (Feb 1999)**

The offeror represents that--

(a) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It \_\_\_ has, \_\_\_ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

#### **52.222-25 Affirmative Action Compliance (APR 1984)**

The offeror represents that (a) it \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it \_\_\_ has not previously had contracts subject to the written affirmative action program requirement of the rules and regulations of the Secretary of Labor.

*Indefinite Quantity Contracts only*

#### **[ ] 52.217-5 Evaluation of Options (JUL 1990)**

## GENERAL CLAUSES

### 52.213-4 Terms and Conditions--Simplified Acquisitions (Other Than Commercial Items) (June 1999)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).
  - (ii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) Listed below are additional clauses that apply:
- (i) 52.225-11, Restrictions on Certain Foreign Purchases (Aug 1998).
  - (ii) 52.232-1, Payments (Apr 1984).
  - (iii) 52.232-8, Discounts for Prompt Payment (May 1997).
  - (iv) 52.232-11, Extras (Apr 1984).
  - (v) 52.232-25, Prompt Payment (Jun 1997).
  - (vi) 52.233-1, Disputes (Dec 1998).
  - (vii) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Oct 1998).
  - (viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).
- (ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246) (Applies to contracts over \$10,000).
- (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (Applies to contracts over \$10,000).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).
- (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) (Applies to contracts over \$10,000).
- (vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500).
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Apr 1998) (E.O. 12856) (Applies to services performed on Federal facilities).
- (viii) 52.225-3, Buy American Act--Supplies (Jan 1994) (41 U.S.C. 10) (Applies to supplies, and to services involving the furnishing of supplies, if the contract was--

(A) Under \$25,000; or

(B) Set aside for small business concerns, regardless of dollar value).

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

**Federal Acquisition Regulations Clauses and Provisions:** <http://www.arnet.gov/far/>

**U.S. Dept. of HUD Regulations Clauses and Provisions:** <http://www.hud.gov/cts/ctshudar.html>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(c) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, which charges, if any, shall be based on the Contractor's standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting

## STATEMENT OF WORK FOR

- I. **PURPOSE:** To provide construction inspection services per HUD inspection procedures, between and inclusive of the initial start of construction and substantial completion of the Work for the indicated HUD project.

Project Name: **FAY APARTMENTS**

Project No.: **046-35719**

For project particulars, refer to the Contract Information Sheet for the indicated project which is made part of this Contract.

**THE CONTRACTOR MAY NOT HAVE AN IDENTITY-OF-INTEREST WITH THE OWNER, SUPERVISORY ARCHITECT, OR GENERAL CONTRACTOR.**

II. **DEFINITIONS FOR THIS PURCHASE ORDER:**

- A. Construction Inspection Services means monitoring the construction and contract administration, and performing related functions for the purpose of protecting HUD's project interests. Major functions include: review and report to the GTR on the completeness of the assignment documents for the purpose of project inspection; participate in periodic job meetings; make periodic observations at the site of the multifamily housing project and report on on-site and corollary offsite construction and contract administration; request Multifamily Hub or Program Center specialized engineering assistance, where required due to unique or complex systems; advise the GTR on the need/general acceptability of proposed change orders; maintain a set of "As Built" drawings and specifications, and monitor the contractor's record set of drawings and specifications; certify on the periodic pay request to the reasonableness of the amount requested by the contractor and recommended by the supervisory architect for progress payment; observe the work, and complete and sign the inspector's portion of the Permission to Occupy relating to acceptability of the work, including any list of incomplete items, for facilities tendered for occupancy; report, where applicable, the list of items for delayed completion at substantial completion of the Work, the estimated cost for completing each item and the recommended completion date for each item; certify to the acceptability of the work, connection of utilities, and property ingress and egress at substantial completion of the Work; meet at the indicated office with HUD staff and/or parties involved

in the project, where necessary, to resolve project issues; attend periodic training sessions conducted at the indicated office by HUD staff; and assist any HUD official conducting an on-site review of the project construction and contract administration for the purpose of assessing performance under this Order or other areas of concern.

B. HUD Inspection Procedures are as provided in paragraphs 3-1 through 3-24 inclusively of Chapter 3 Architectural Inspection, HUD Handbook 4460.1 REV 2, Architectural Analysis and Inspections for Project Mortgage Insurance, dated 12/95. Required reporting forms are to be completed as provided for each in HUD Handbook 4480.1, Multifamily Underwriting Reports and Forms Catalog, or as provided in the instructions included on the form.

C. Initial Start of Construction is the date when the construction contract work commences, including demolition for substantial rehabilitation projects and site clearance or other preliminary site work for proposed construction projects.

D. Substantial Completion of the Work is when all the construction contract work has been completed, except work beyond the contractor's control to complete which is accepted as items of delayed completion; and formalized as the date the contractor (inspector) signs the Final HUD Representative's Trip Report provided that the trip report is subsequently endorsed by the HUD Office Senior Architect.

E. Serious Construction Problems That Might Lead to Default must be specifically identified in the HUD Representative's Trip Report, and include:

- Work stoppage,
- Contractor abandons job,
- A change in the Contractor, Owner or Architect during construction,
- Construction defects untreated for 30 days
- Contractor can't or won't correct any construction defect or latent defect
- Extended periods of bad weather, strikes, etc.,
- Controlling jurisdiction issues a stop order,
- Slow start or progress of offsite work that would impair project occupancy,

- Other conditions of such nature or magnitude as to potentially cause a default, and warranting immediate attention by HUD personnel.

III. SPECIFIC TASKS. The contractor under this Order must furnish its own materials, equipment, services, and facilities; provide its own transportation; and otherwise do all things necessary for or incident to the following tasks, except that the construction contractor must provide enclosed space at the job-site of such size, accommodations and furnishings as HUD may require for the discharge of the inspection function. The contractor under this Order has the right of entry and free access to the project and to inspect all work done and materials, equipment and fixtures furnished, installed or stored in and about the project at all (normal working hour) times during construction.

A. Assignment. Meet at the HUD Office with the GTR and other HUD staff designated by the GTR within one (1) week(s) of the award of this Order. The GTR will orally brief the contractor and answer contractor's questions to assist the contractor to fully understand the requirements of this Order. The GTR will provide the contractor with the assignment documents, and a copy of each reference handbook.

B. Assignment Documents. Review the assignment documents, and report on any observed noncompliance between the assignment documents and site conditions and/or HUD requirements consistent with Handbook 4460.1 REV 2 paragraph 3-3D, and on the completeness and coordination of the drawings and specifications. This review is intended to locate readily identifiable oversights in document preparation, but is not the type of document analysis required during the design stages.

1. Report and findings of nonconformity between the contract documents and observed site conditions and/or known HUD design requirements to the GTR by action by the HUD Director of Operations.
2. Advise the supervisory architect of any noted incompleteness, contradictions or ambiguities in the drawings and specifications for his action in accordance with the contract documents. Record the event, any such subsequent event and the issues discussed on Form HUD 5379.
3. The standard for completeness and arrangement of the the drawings and specifications is Handbook 4460.1

REV 2, paragraphs 2-7.B. through 2-7.D.

4. Assignment documents (see Handbook 4460.1 REV 2, paragraph 3-3.D) include:

- Set No. 3 of the construction contract set of drawings and specifications;
- Copy of the Construction Contract, Form HUD 92442-EH or HUD 92442A-EH;
- Schedule of Values—Form HUD 92328, Contractor's and/or Mortgagor's Cost Breakdown;
- Progress Schedule;
- Owner-Architect Agreement, AIA Document B181, including HUD Addenda
- Contract or agreement for offsite construction, if applicable; and
- Drawings and specifications for offsite construction, if applicable.

C. Construction Record. Maintain a file of project documents from project assignment through substantial completion of the Work. Incorporate all the documents listed in Handbook 4460.1, paragraphs 3-4.L.2. through 3-4.L.14. inclusively, plus the set of assigned construction contract drawings and specifications, and off-site drawings and specifications. Use the construction record documents as the official set of documents against which all project observations and reporting are made.

D. Preconstruction Conference.

1. Attend the preconstruction conference conducted by HUD staff at the HUD Office prior to the start of construction. Retain a copy of the minutes of the meeting, handouts and list of attendees for use in addressing subsequent questions on the issues during the construction period.
2. Conduct any additional required preconstruction conferences at the job-site, e.g., for major subcontractors that did not attend the HUD Office session. Record on Form HUD 5379, HUD Representative's Trip Report, any such field conference and attendees.
3. Answer job-site questions pertaining to labor and EEO contract provisions, administration of the construction contract, and cost certification submissions. Request HUD Office assistance, where re-

quired, for in-depth questions.

E. Construction Progress Meetings. See Handbook 4460.1 REV 2, paragraph 3-3.E. for detailed instructions.

1. Schedule and participate in monthly job-site meetings to coincide with the monthly review of the general contractor's requisitions (paydraws).
2. Apprise the major participants of observed deficiencies and problem areas in the progress of the work and contract administration; clarify HUD procedures applicable to the issues raised; and guide the appropriate parties to the extent necessary to address and resolve outstanding issues.
3. Remind the participants at each meeting after 80 percent project completion:

- Of the Construction Contract, Article 2.D., definition of Substantial Completion of the Work, and
- That the owner (in all cases) and general contractor (where the Cost Plus Contract is used) and their respective CPAs must meet with HUD's Mortgage Credit and Construction Cost Analysts respectively before 90 percent project completion to review cost certification submission requirements.

"Repeat Sponsors, Contractors, and CPAs may sign a waiver of the above requirements to be approved by HUD and retained in Mortgage Credit and Cost files.

4. Record the meeting, issues discussed and conclusions reached on Form HUD 5379.

F. Inspections. Visit the project job-site as required for the type, stage and condition of construction, but not less often than one ( 1 ) time(s) each week for at least two ( 2 ) hour(s) to observe and report on job conditions, construction and contract administration. See Handbook 4460.1 REV 2, paragraphs 3-4. And 3-4.C. through 3-4.K. Schedule one inspection visit to coincide with the monthly paydraw.

1. The major functions during inspection are to:

- Evaluate and report on the contractor's organization, operations and supervision;
  - Evaluate and report on the supervisory architect's administration of the contract and services;
  - Report on special circumstances, the date of the start of initial and permanent construction, occupancy, delays, disputes, changes, etc. Specifically identify and report serious construction problems that may lead to default;
  - Report noncompliance in the work from the contract documents observed by the inspector and/or the supervisory architect;
  - Determine that the amounts requested by the contractor and recommended by the architect for payment are reasonable;
  - HUD representative completes the HUD 11's (Wage Interviews), besides the trip reports;
  - Report on labor and EEO compliance, and number of wage interviews conducted;
  - Report on the percentage of project completion and scheduled completion, and the percentage of completion of each additive change order; and
  - Report on compliance with each offsite work contract, if applicable, and on the percent completion for each. Report where the slow start or progress of offsite work may delay occupancy.
2. Record each inspection finding on Form HUD 5379, HUD Representative's Trip Report, in accordance with instructions in Handbook 4480.1, CHG 29. Incorporate findings of any HUD specialist sent to the project to assess unique or complex conditions or systems requiring engineering or other specialized skills in a unified report in accordance with Handbook 4460.1 REV 2, paragraph 3-4.E.
  3. Discuss adverse findings with the supervisory architect at the job-site, or by phone if the supervisory architect is not present when the site visit is made. Give a copy of Form HUD 5379 to the supervisory architect, if he's present at the job-site, or leave it for him at the job-site.
  4. Advise the HUD Office Director of Operations by letter in addition to recording the findings on Form HUD 5379, where there is occupancy of any part of

the Work for which HUD has not executed Form FHA 2485, Permission to Occupy. See Handbook 4460.1, paragraph 3-4.J. for additional detail.

5. Perform the final inspection (Final HUD Representative's Trip Report) upon Substantial Completion of the Work, defined in paragraph II.D. of this Order, in accordance with instructions in Handbook 4460.1 REV 2, paragraphs 3-16.A. and B.

a. The report must include the following statements:

- "Construction acceptably completed," or construction acceptably completed subject to withholding disbursement or escrowing funds for completion of the listed items of delayed completion." List any items of delayed completion, and the estimated cost and recommended time for completing the work.
- "Utility services: (list services including electricity, gas, water, sanitary sewer, storm sewer, telephone, and cable TV as applicable), are complete, connected, and operable." Where connection is precluded by incomplete offsite work add to the statement, "Connection for (list) is awaiting installation of offsite lines."
- "Safe and adequate ingress and egress have been installed to the site and all units and facilities." Where ingress or egress is precluded in part, add to the statement "except as follows: (list)."

b. Complete and date the "Final HUD Representative's Trip Report" on the day of the site visit.

G. Wage Interviews. Conduct wage interviews during the course of construction of a representative number of workers in each of the various trades and report on Form HUD 11, Record of Employee Interview, in accordance with HUD Handbook 1344.1 REV 1, paragraphs 3-1 and 3-2.

H. General Contractor's Monthly Requisition For Payment. Review the Contractor's Requisition, Form HUD 92448, and supporting documents against the Schedule of Values, Form HUD 92328, and the observed acceptably completed work and acceptably stored material. Payment for stored materials

must be supported and conform with Handbook 4460.1, REV 2 paragraphs 3-7. And 3-8.

1. Modify the requisition as appropriate in accordance with instructions in Handbook 4480.1, and Handbook 4460.1 REV 2, paragraph 3-6. Report any modifications to the requisition on Form HUD 5379.
  2. Complete and sign the Inspector's Certification on the reverse of Form HUD 92448.
- I. Supervisory Architect's Services. Advise the supervisory architect on HUD requirements, monitor his performance against provisions of the Owner-Architect Agreement, AIA Document B181, and report on the supervisory architect's performance in accordance with Handbook 4460.1 REV 2, paragraphs 3-4.K., 3-10., and 3-11. Report inadequate performance on Form HUD 5379.
- J. Construction Changes. Determine preliminary acceptability for proposed change orders before their submission for the mortgagee's and HUD's approval in accordance with Handbook 4460.1 REV 2, paragraph 3-12. and completion instructions on the Request For Construction Changes-Project Mortgages, Form HUD 92437.
- K. Architect's Supplemental Instructions. Monitor the proper use of Architect's Supplemental Instructions, AIA Document G710, for compliance with Handbook 4460.1 REV 2, paragraph 3-13, and assure distribution to the HUD Office. Report the architect's improper use or distribution of AIA Document G710 on Form HUD 5379.
- L. Serious Construction Problems. Report serious construction problems, defined in paragraph II.E of this Order, on Form HUD 5379 in accordance with Handbook 4460.1 REV 2, paragraph 3-14.A.
- M. Permission To Occupy.
1. Complete and sign the HUD Representative's portion of the Permission To Occupy, Form FHA 2485/HUD 92485, subject to procedures provided in Handbook 4460.1 REV2, paragraph 3-15, where the owner requests occupancy for any or all dwelling units or facilities.
  2. Report on all requests for permission to occupy on Form HUD 5379.

N. Training and HUD Office Liaison. Attend HUD conducted training sessions at the HUD Office, as scheduled by the GTR during the term of this Order. Such training sessions shall be approximately four hours in duration for the purpose of addressing programmatic and technical issues relevant to project inspection. Concurrently, review and update the HUD Office Construction Record, consistent with Handbook 4460.1 REV 2, paragraph 3-4.L., and direct the Chief Architect's attention to any known open issue requiring HUD Office action.

IV. DELIVERY SCHEDULE. Delivery may be by U.S. Mail, mutually acceptable service or in person.

A. Assignment Document Review Report. Deliver to the GTR with or before delivering the first inspection report, Form HUD 5379, HUD Representative's Trip Report.

B. HUD Representative's Trip Report, Form HUD 5379. Deliver or leave one copy at the job-site for the supervisory architect, and deliver the original to the GTR within five working days of the site visit.

C. Record of Employee Wage Interview, Form HUD 11. Deliver the original and one copy to the GTR within five working days of the site visit.

D. Contractor's Requisition, Form HUD 92448. Return the original and seven copies to the Owner's representative at the job-site upon completion of the pay draw review and signing of the documents; and deliver one copy to the GTR within five working days of the site visit.

E. Permission To Occupy, Form FHA 2485. Return the original and seven copies to the Owner's representative at the job-site upon review of the units and/or facilities proposed for acceptance and signing the documents; and deliver one copy to the GTR within five working days of the site visit. Include any list of incomplete work made part of the Permission to Occupy.

F. "As Built" Drawings and Specifications. Return Set #3 of the contract drawings and specifications, conformed to the construction contractor's record set, to the GTR within 30 days of the Final HUD Representative's Trip Report, or at such later date directed by the GTR where additional services for monitoring completion of items of delayed completion are directed by the GTR.

V. PAYMENT FOR SERVICES. The contractor shall be paid the firm

fixed unit price per inspection specified on the face page of the Purchase Order. All payments will be submitted in accordance with written guidance issued by the Housing Contract Services Specialist for the Multifamily Hub and under Prompt Pay Policy (payment 30 days after processing of payment voucher). All payment paperwork (SF-1034 and HUD-3650 - if required by the GTR or office) is to be forwarded to the attention of your GTR at the HUD office for review and acceptance.

For payment purposes, each of the type of visits specified in A or B below shall be considered an inspection for which the contractor shall be paid the specified fixed unit price. Inspection services include all services required under paragraphs I through IV inclusively of the Order, including all travel required for their completion.

#### A. Job-Site Visits

Each job-site visit between the initial start of construction and substantial completion of the work to perform services at the frequency defined in paragraph III.F of this Order. This also includes job-site visits where required by the GTR, to redo an incomplete or inadequately performed inspection, report, paydraw, permission to occupy or other document or service required under terms of this Order.

#### B. HUD Visits

1. Meet with the GTR and other HUD staff at the HUD Office to receive the assignment documents and an oral briefing on the Order requirements.
2. Meet at the HUD Office to participate in the pre-construction conference on the date scheduled by the GTR.
3. Meet at the HUD Office as specified by the GTR during the term of this Order to attend training.
4. Meet at the HUD Office with the GTR, other HUD staff and/or parties to the construction contract, as scheduled by the GTR, where required to discuss construction and/or contract administration problems not resolved on the job-site.
5. Meet at the HUD Office with the GTR and/or other HUD staff, where required to resolve issues arising from contractor's performance under terms of this Order.

VI. SUSPENSION OF SERVICES. Services under this Order may be suspended for up to 120 calendar days in any combination of periods, not to exceed three periods, after any event leading to cessation of work at the project site. Services may be

suspended for any longer aggregate number of days subject to the contractor's mutual consent.

- A. Time Adjustment. In the event of any services suspension, the basic services period shall be extended by a corresponding period.
- B. Price Adjustment. There shall be no compensatory price adjustment for any suspension of basic service.

VII. REFERENCE HANDBOOKS. The GTR shall provide the following updated handbooks for use in conducting services under terms of this Order.

- A. Architectural Analysis and Inspections for Project Mortgage Insurance, Handbook 4460.1 REV 2.
- B. Construction Period to Final Closing for Project Mortgage Insurance, Handbook 4435.1.
- C. Multifamily Underwriting: Reports and Forms Catalog, Handbook 4480.1.
- D. Federal Labor Standards Compliance in Housing and Community Development Programs, Handbook 1344.1 REV 1.

standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law.

If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

2452.203-70 Prohibition Against the Use of Federal Employees (DEC 1992)

2452.209-72 Organizational Conflicts of Interest. (APR 1984)

2452.222-70 Accessibility of Meetings, Conferences, and Seminars to Persons with Disabilities (JUL 1988)

52.219-6 Notice of Total Small Business Set-Aside (JUL 1996)

### SPECIFIC SERVICE CLAUSES

To indicate the applicability of certain clauses, check the boxes as they appear in the left margin.

2452.237-70 Key personnel. (APR 1984)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The Schedule may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

2452.237-73 Conduct of work and technical guidance (Oct 1999)

(a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is \_\_\_\_\_ [insert name of a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.

(b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:

- (1) Causes the Contractor to perform work outside the scope of the contract;
- (2) Constitutes a change as defined in FAR 52.243-1;
- (3) Causes an increase or decrease in the cost of the contract;
- (4) Alters the period of performance or delivery dates; or,
- (5) Changes any of the other express terms or conditions of the contract.

(c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone facsimile or electronic mail.

(a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is [ \_\_\_\_\_ ], or a successor designated in writing by the Contracting Officer.

(b) The Contractor's work hereunder shall be carried out under the supervision of [ \_\_\_\_\_ ].

(c) The GTR shall provide direction on contract performance. Such direction must be within the contract scope of work and may not be of nature which:

- (1) institutes additional work outside the scope of the contract;
- (2) constitutes a change as defined in FAR 52.243-1;
- (3) causes an increase or decrease in the cost of the contract;
- (4) alters the period of performance or delivery dates; or,
- (5) changes any of the other express terms or conditions of the contract.

52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 1989)

...this clause identifies the classes of services employees expected to be employed under the contract and states the wage and fringe benefits payable to each if they were employed by the contracting agency....

*This Statement is for Information Only. It is not a Wage Determination*

Employee Class	Monetary Wage-Fringe Benefits	Employee Class	Monetary Wage-Fringe Benefits
_____	_____	_____	_____

52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts). (MAY 1989)

52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA). (MAY 1989)

52.243-1 Changes-Fixed Price Alternate I (APR 1984)

**SPECIFIC SUPPLY CLAUSES**

To indicate the applicability of certain clauses, check the boxes as they appear in the left margin.

- 52.213-2 Invoices. (APR 1984)
- 52.243-1 Changes - Fixed-Price. (AUG 1987)

**INDEFINITE QUANTITY CLAUSES**

- 52.216-18 Ordering. (OCT 1995) (a) ....orders may be issued from \_\_\_\_\_ through \_\_\_\_\_(insert dates).
- 52.216-19 Order Limitations. (OCT 1995)
  - (a) *Minimum order.* When the Gov't requires ... in an amount of less than \_\_\_\_\_(insert \$ or Qty) the Gov't is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract.
  - (b) *Maximum order.* The Contractor is not obligated to honor—
    - (1) Any order for a single item in excess of \_\_\_\_\_ (insert \$ or Qty);
    - (2) Any order for a combination of items in excess of \_\_\_\_\_ (insert \$ or Qty);
    - (3) Series of orders...within \_\_\_\_\_ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this sect
  - (d) ...Contractor shall honor any order exceeding the maximum order (b) unless that order(s) is returned within \_\_\_\_\_ days after issuance.....
- 52.216-20 Definite Quantity. (OCT 1995) (d) ....the Contractor shall not be required to make any deliveries ... after \_\_\_\_\_ (insert date).
- 52.216-21 Requirements. (OCT 1995) (d) ....the Contractor shall not be required to make any deliveries ... after \_\_\_\_\_ (insert date)
- 52.216-22 Indefinite Quantity. (OCT 1995) (d) ....the Contractor shall not be required to make any deliveries ... after \_\_\_\_\_ (insert date).