

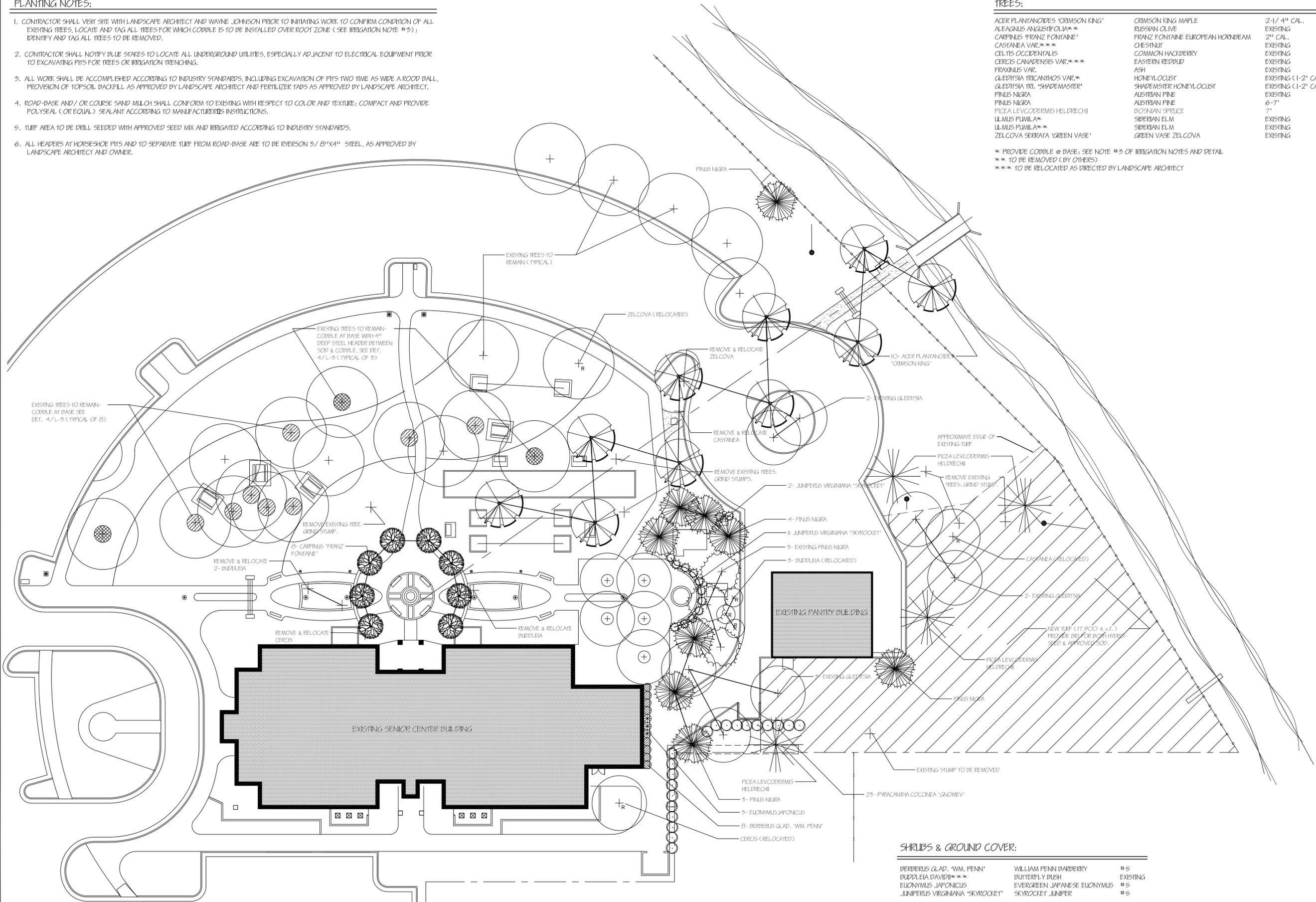
**PLANTING NOTES:**

1. CONTRACTOR SHALL VISIT SITE WITH LANDSCAPE ARCHITECT AND WAYNE JOHNSON PRIOR TO INITIATING WORK TO CONFIRM CONDITION OF ALL EXISTING TREES, LOCATE AND TAG ALL TREES FOR WHICH COBBLE IS TO BE INSTALLED OVER ROOT ZONE (SEE IRRIGATION NOTE #5); IDENTIFY AND TAG ALL TREES TO BE REMOVED.
2. CONTRACTOR SHALL NOTIFY BLUE STAKES TO LOCATE ALL UNDERGROUND UTILITIES, ESPECIALLY ADJACENT TO ELECTRICAL EQUIPMENT PRIOR TO EXCAVATING PITS FOR TREES OR IRRIGATION TRENCHING.
3. ALL WORK SHALL BE ACCOMPLISHED ACCORDING TO INDUSTRY STANDARDS, INCLUDING EXCAVATION OF PITS TWO TIME AS WIDE A ROAD BALL, PROVISION OF TOPSOIL BACKFILL AS APPROVED BY LANDSCAPE ARCHITECT AND FERTILIZER TABS AS APPROVED BY LANDSCAPE ARCHITECT.
4. ROAD-BASE AND / OR COURSE SAND MULCH SHALL CONFORM TO EXISTING WITH RESPECT TO COLOR AND TEXTURE; COMPACT AND PROVIDE POLYSEAL (OR EQUAL) SEALANT ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
5. TURF AREA TO BE DRILL SEEDED WITH APPROVED SEED MIX AND IRRIGATED ACCORDING TO INDUSTRY STANDARDS.
6. ALL HEADERS AT HORSESHOE PITS AND TO SEPARATE TURF FROM ROAD-BASE ARE TO BE RYERSON 3/8"X4" STEEL, AS APPROVED BY LANDSCAPE ARCHITECT AND OWNER.

**TREES:**

ACER PLATANOIDES 'CRIMSON KING'	CRIMSON KING MAPLE	2-1/4" CAL. EXISTING
ALEAGNUS ANGUSTIFOLIA***	RUSSIAN OLIVE	2" CAL. EXISTING
CARPINUS 'FRANZ FONTAINE'	FRANZ FONTAINE EUROPEAN HORNBEAM	EXISTING
CASTANEA VAR.***	CHESTNUT	EXISTING
CELTIS OCCIDENTALIS	COMMON HACKBERRY	EXISTING
CERCIS CANADENSIS VAR.***	EASTERN REDBUD	EXISTING
FRAXINUS VAR.	ASH	EXISTING
GLEDITSIA TRICANTHOS VAR.**	HONEYLOCUST	EXISTING (1-2' CAL.)
GLEDITSIA TRI. 'SHADEMASTER'	SHADEMASTER HONEYLOCUST	EXISTING (1-2' CAL.)
PINUS NIGRA	AUSTRIAN PINE	EXISTING
PINUS NIGRA	ALBISTRIAN PINE	6-7'
PICEA LEVCODERMIS HELDRECHII	BOSNIAN SPRUCE	7'
ULMUS PUMILA**	SIBERIAN ELM	EXISTING
ULMUS PUMILA**	SIBERIAN ELM	EXISTING
ZELCOVA SERRATA 'GREEN VASE'	GREEN VASE ZELCOVA	EXISTING

\*\* PROVIDE COBBLE @ BASE; SEE NOTE #3 OF IRRIGATION NOTES AND DETAIL  
 \*\*\* TO BE REMOVED (BY OTHERS)  
 \*\*\*\* TO BE RELOCATED AS DIRECTED BY LANDSCAPE ARCHITECT



**SHRUBS & GROUND COVER:**

BERBERIS GLAD. 'WM. PENN'	WILLIAM PENN BARBERRY	#5
BUDDEIA DAVIDII***	BUTTERFLY BUSH	EXISTING
EUONYMUS JAPONICUS	EVERGREEN JAPANESE EUONYMUS	#5
JUNIPERUS VIRGINIANA 'SKYROCKET'	SKYROCKET JUNIPER	#5

\*\*\* TO BE RELOCATED AS DIRECTED BY LANDSCAPE ARCHITECT

**PLANTING PLAN**

SCALE 1" = 20'-0"



**TAYLORSVILLE SENIOR CENTER**

SITE IMPROVEMENTS

4743 SOUTH PLYMOUTH VIEW DR.  
TAYLORSVILLE, UT

PLANTING PLAN

ARCH. PROJECT NO:	
DATE: 03 MAR. 2010	
DRAWN BY:	
CHECKED BY:	
DESIGNED BY:	

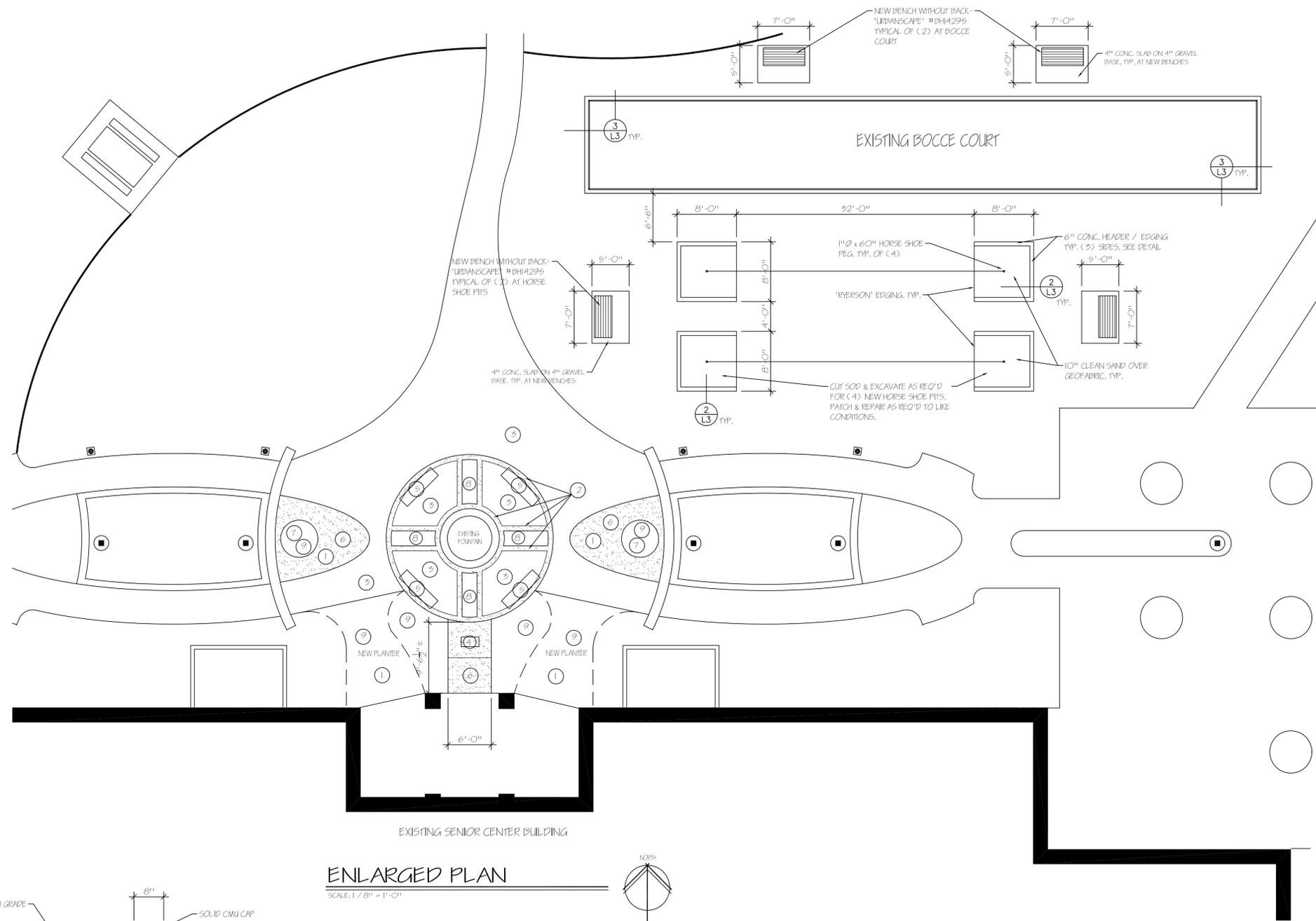
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DATE	REVISION

SHEET TITLE

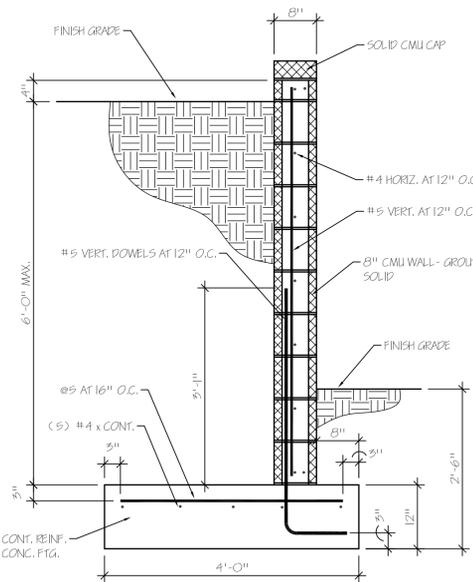
**L-2**  
LANDSCAPING 2 OF 3

**James Webster Associates**  
 Land Planning Consultants / Landscape Architects  
 958 Military Drive, Salt Lake City, Utah 84108 (801) 949-7291



**ENLARGED PLAN**

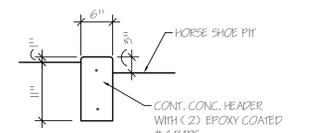
SCALE: 1/8" = 1'-0"



**CMU WALL DETAIL**

SCALE: 3/4" = 1'-0"

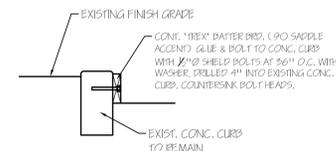
1  
L-3



**HEADER DETAIL**

SCALE: 3/4" = 1'-0"

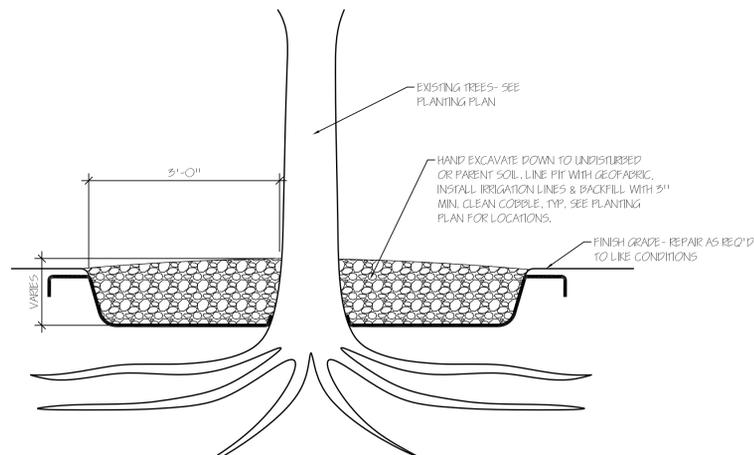
2  
L-3



**BOCCE CURB DETAIL**

SCALE: 3/4" = 1'-0"

3  
L-3



**COBBLE DETAIL**

SCALE: NONE

4  
L-3

**BOCCE COURT NOTES:**

- CONTRACTOR SHALL USE CARE IN REMOVAL OF EXISTING SAND (TO BE STOCKPILED AT SITE FOR USE FOR RECONSTRUCTION OF PLAYING SURFACE AND OTHER USE BY OWNER); CARE SHALL BE TAKEN TO PROTECT EXISTING GEO-FABRIC LOCATED APPROXIMATELY 12" BELOW TOP OF CURB.
- UPON REMOVAL OF SAND, CONTRACTOR SHALL INSTALL 3/4" MINUS GRAVEL TO 8-1/2" BELOW TOP OF CURB.
- GEO-FABRIC AS APPROVED BY LANDSCAPE ARCHITECT SHALL BE INSTALLED OVER GRAVEL AND SECURED AT SIDES AND ENDS BY EXTENDING GEO-FABRIC DOWN A MINIMUM OF 2" ADJACENT TO CURB.
- STOCKPILED SAND SHALL BE INSTALLED TO 7-1/2" BELOW TOP OF CURB; COMPACTED TO 95% AND LEVELED TO A UNIFORM SURFACE.
- TENNIS COURT GRADE CLAY FROM SOURCE APPROVED BY LANDSCAPE ARCHITECT; TO BE INSTALLED MIN. 1" DEEP AS DIRECTED IN FIELD BY LANDSCAPE ARCHITECT; COMPACTED TO 95% AND LEVELED TO A UNIFORM SURFACE.
- 2X6 TREX BATTER BOARDS AS APPROVED BY OWNER SHALL BE INSTALLED WITH SHIELD FASTENERS AT 3' O/C ACCORDING TO DETAIL ON THIS SHEET INCLUDE WASHERS; ALL BOLTS ARE TO BE COUNTERSUNK A MINIMUM OF 1/4" BEYOND TOP OF BOLT HEAD TO PROTECT BOCCE BALLS CONTACTING BATTER BOARDS.
- REGULATION MARKS FOR CENTER-LINE, LAG LINE AND OUT-OF-BOUNDS LINES ARE TO BE PAINTED ON TOP OF CURB AS DIRECTED BY LANDSCAPE ARCHITECT.
- PROVIDE ALLOWANCE FOR (24" x 30") BRASS SIGN TO BE SET IN CONCRETE ON GRADE DESIGNATING INSTRUCTIONS FOR BOCCE PLAY IS TO BE INSTALLED AS DIRECTED BY OWNER. COORDINATE WITH ARCHITECT.

**KEYNOTES: ENTRY AT FOUNTAIN**

- SAWCUT AND REMOVE EXISTING CONCRETE WALKS
- CUT AND REMOVE EXISTING STAMPED CONCRETE ACCENTS AROUND EXISTING FOUNTAIN AREA. REPLACE WITH NEW COLORED CONCRETE (COLOR SELECTED BY OWNER). TAKE CARE TO NOT DAMAGE SURROUNDING CONCRETE TO REMAIN.
- EXISTING STAMPED CONCRETE TO REMAIN
- EXISTING AND BRASS PLAQUES TO BE RE-SET WITH GROUT IN CONCRETE. VERIFY LOCATIONS WITH OWNER
- EXISTING STEEL BENCHES (RELOCATED TO POSITIONS SHOWN)
- NEW 4" COLORED CONCRETE WALK ON 4" GRAVEL BASE. (COLOR SELECTED BY OWNER)
- NEW 5'-0" x 4" TREE GRATE 'URBAN ACCESSORIES' (COBBLESTONE) TYP. OF (2)
- REMOVE EXISTING DONOR BRICK PAVERS AND RESET ON 4" SAND BED OVER GEO-FABRIC.
- MULCH GROUND COVER (MATCH EXISTING) OVER GEO-FABRIC, TYP. IN PLANTING AREAS WHERE CONCRETE IS REMOVED. MATCH & TIE INTO EXISTING.

**GENERAL NOTES:**

- CONTRACTOR SHALL IDENTIFY SCOPE OF WORK IN FIELD WITH OWNER AND LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF WORK; CONCERNS RELATED TO FEASIBILITY OF PROPOSED MODIFICATIONS SHALL BE IDENTIFIED.
- CARE SHALL BE TAKEN TO REMOVE STAMPED CONCRETE AND EFFORT SHALL BE TAKEN TO AVOID DAMAGE TO IRRIGATION OF OTHER UTILITIES; CONTRACTOR IS RESPONSIBLE FOR REPAIR OF ALL DAMAGED INFRASTRUCTURE.
- INSTALLATION OF EUROPEAN HORNBEAMS SHALL BE ACCORDING TO INDUSTRY STANDARDS; BACKFILLED TOPSOIL SHALL BE APPROVED BY LANDSCAPE ARCHITECT.
- PATCH AND REPAIR AS REQUIRED FROM ALL DEMOLITION AND CONSTRUCTION PROCESSES TO LIKE CONDITIONS.
- CONTRACTOR IS TO VERIFY EXISTING CONDITIONS. ALL LENGTHS, QUANTITIES, ETC. PRIOR TO BIDDING.
- CONTRACTOR TO DOCUMENT EXISTING CONDITIONS PRIOR TO COMMENCING WORK.
- NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK.

**James Webster Associates**  
 Land Planning Consultants / Landscape Architects  
 958 Military Drive, Salt Lake City, Utah 84108 (801) 949-7291

**TAYLORSVILLE SENIOR CENTER**

SITE IMPROVEMENTS

4743 SOUTH PLYMOUTH VIEW DR.  
 TAYLORSVILLE, UT

ENLARGED PLAN AND DETAILS

ARCH. PROJECT NO:	
DATE: 30 MAR. 2010	
DRAWN BY:	
CHECKED BY:	
DESIGNED BY:	
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DATE	REVISION

SHEET TITLE	L-3
ARCHITECTURAL	3 OF 3

# James Webster Associates

Land Planning Consultants / Landscape Architects  
938 Military Drive, Salt Lake City, Utah 84108 (801) 583-6746

March 12, 2010

1. Excavate @ base of designated existing trees down to parent soil; install approved geo-fabric, and clean 3" min. cobble to within 2" of grade; wrap cobble w/ geo-fabric and restore adjacent road-base surface.

Estim. Materials: \_\_\_\_\_

Estim. Equipment: \_\_\_\_\_

Estim. Labor: \_\_\_\_\_

1a. Excavate @ base of designated existing trees down to parent soil; install approved geo-fabric, and clean 3" min. cobble to within 2" of grade; wrap cobble w/ geo-fabric; provide 3/8" x 4" min. steel header and restore adjacent sod.

Estim. Materials: \_\_\_\_\_

Estim. Equipment: \_\_\_\_\_

Estim. Labor: \_\_\_\_\_

2. Verify POC (point of connection) and integrity of available wires to controller; install complete irrigation system as designated on schematic plan according to specifications and notes; prepare as-built drawing, test system and provide instructions for evacuation of system.

Estim. Materials: \_\_\_\_\_

Estim. Equipment: \_\_\_\_\_

Estim. Labor: \_\_\_\_\_

3. Excavate footing and construct retention wall according to plan and existing conditions (CMU block to be grouted w/ concrete after spacing for fence posts is determined; see # 5 and # 5a below. (Taylorsville City to provide survey of property corners; contractor to verify monuments in field prior to initiation of work)

Estim. Materials: \_\_\_\_\_

Estim. Equipment: \_\_\_\_\_

Estim. Labor: \_\_\_\_\_

4. Install three (3) concrete pipe sections (min. 6" dia) at lowest point on existing pasture sections (see plan) at grade and into existing drainage swale; install 8" concrete pipe at east end of swale to enable drainage into canal and backfill as reqd. at canal bank.

Estim. Materials: \_\_\_\_\_  
Estim. Equipment: \_\_\_\_\_  
Estim. Labor: \_\_\_\_\_

5. Install Jareth (or approved equal) fence to match existing with concrete mow strip as designated on plan for all three sections (canal, south boundary and east boundary @ building) to the SE corner of property at the dumpster enclosure; install 8' chain link with slats to match existing between SE corner and existing fence.

Estim. Materials: \_\_\_\_\_  
Estim. Equipment: \_\_\_\_\_  
Estim. Labor: \_\_\_\_\_

5a. Install Jareth fence (or approved equal) to match existing with concrete mow strip as designated on plan for canal section only; install 8' chain link with slats to match existing along south and east boundaries at property corner @ canal to existing fence.

Estim. Materials: \_\_\_\_\_  
Estim. Equipment: \_\_\_\_\_  
Estim. Labor: \_\_\_\_\_

6. Remove concrete flatwork as designated on plan without damage to adjacent concrete; replace as indicated, including ring for tree grate and formed depressions for donor bricks and brass plaques; provide colorant and broom finish to match existing. Install donor bricks in sand sets as pavers and compact according to industry standards. Install brass plaques with concrete grout to ensure proper seal from moisture and freeze-thaw damage.

Estim. Materials: \_\_\_\_\_  
Estim. Equipment: \_\_\_\_\_  
Estim. Labor: \_\_\_\_\_

7. Excavate and construct concrete walkway section adjacent to round-about as is aligned with future pathway to proposed bridge; provide brushed finish.

Estim. Materials: \_\_\_\_\_  
Estim. Equipment: \_\_\_\_\_  
Estim. Labor: \_\_\_\_\_

8. Install plant materials as designated on plan and plant list, including fertilizer, tree stakes, and all related materials and work as specified and according to planting notes. Finish grade all areas and prepare soil for seeding; apply approved hydro-mulch seed and fertilizer according to industry standards; ensure proper irrigation during germination and establishment of turf.

Estim. Materials: \_\_\_\_\_  
Estim. Equipment: \_\_\_\_\_  
Estim. Labor: \_\_\_\_\_

8a. Install plant materials as designated on plan and plant list, including fertilizer, tree stakes, and all related materials as specified and according to planting notes. Finish grade all areas and prepare soil for installation of sod according to industry standards; ensure proper irrigation for establishment of sod.

Estim. Materials: \_\_\_\_\_  
Estim. Equipment: \_\_\_\_\_  
Estim. Labor: \_\_\_\_\_

9. Modify existing horse shoe improvements as designated on plan; provide two addition horse shoe pits as designated on plan; match existing concrete curb; install Ryerson edging as designated on plan for all pits.

Estim. Materials: \_\_\_\_\_  
Estim. Equipment: \_\_\_\_\_  
Estim. Labor: \_\_\_\_\_

10. Remove existing sand at bocce court with care down to existing geo-fabric. Upgrade court according to plan, including gravel drainage base, geo-fabric, approved road-base to be compacted in 6" lifts with plate compactor to 95%, and approved clay surface (or surface as approved by Landscape Architect). Install TREX batter boards according to plan and notes.

Estim. Materials: \_\_\_\_\_  
Estim. Equipment: \_\_\_\_\_  
Estim. Labor: \_\_\_\_\_

11. Install granite plaque of instructions for playing bocce over 4" concrete with 4" gravel base as directed by Landscape Architect in field (Taylorsville City to provide plaque).

Estim. Materials: \_\_\_\_\_  
Estim. Equipment: \_\_\_\_\_  
Estim. Labor: \_\_\_\_\_

12. Construct concrete pads for benches as designated on plan; contact Taylorsville City re. availability of benches prior to placing order with DuMor Site Furnishings; install benches as directed in field.

Estim. Materials: \_\_\_\_\_  
Estim. Equipment: \_\_\_\_\_  
Estim. Labor: \_\_\_\_\_

12a. Construct concrete pads for DuMor benches as designated on plan; install benches.

Estim. Materials: \_\_\_\_\_

Estim. Equipment: \_\_\_\_\_

Estim. Labor: \_\_\_\_\_

13. Provide maintenance of landscape improvements for a period of 30-days following completion of the work; provide guarantee for plant materials and irrigation system for a period of one full growing season upon completion of the work.

Estim. Materials: \_\_\_\_\_

Estim. Equipment: \_\_\_\_\_

Estim. Labor: \_\_\_\_\_

Future Construction (estimate only; may be approved for this contract pending avail. funding)

14. Remove existing turf between round-about and existing Jareth fence for installation of steel Ryerson (or equal) edging and road-base pathway; finish grade and compact road-base to 95%.

Estim. Materials: \_\_\_\_\_

Estim. Equipment: \_\_\_\_\_

Estim. Labor: \_\_\_\_\_

15. Remove designated section(s) of Jareth fencing for pathway to bridge @ canal; improve pathway to designated bridge location. Utilize salvaged Jareth fencing to repair damaged fence along canal as determined by City.

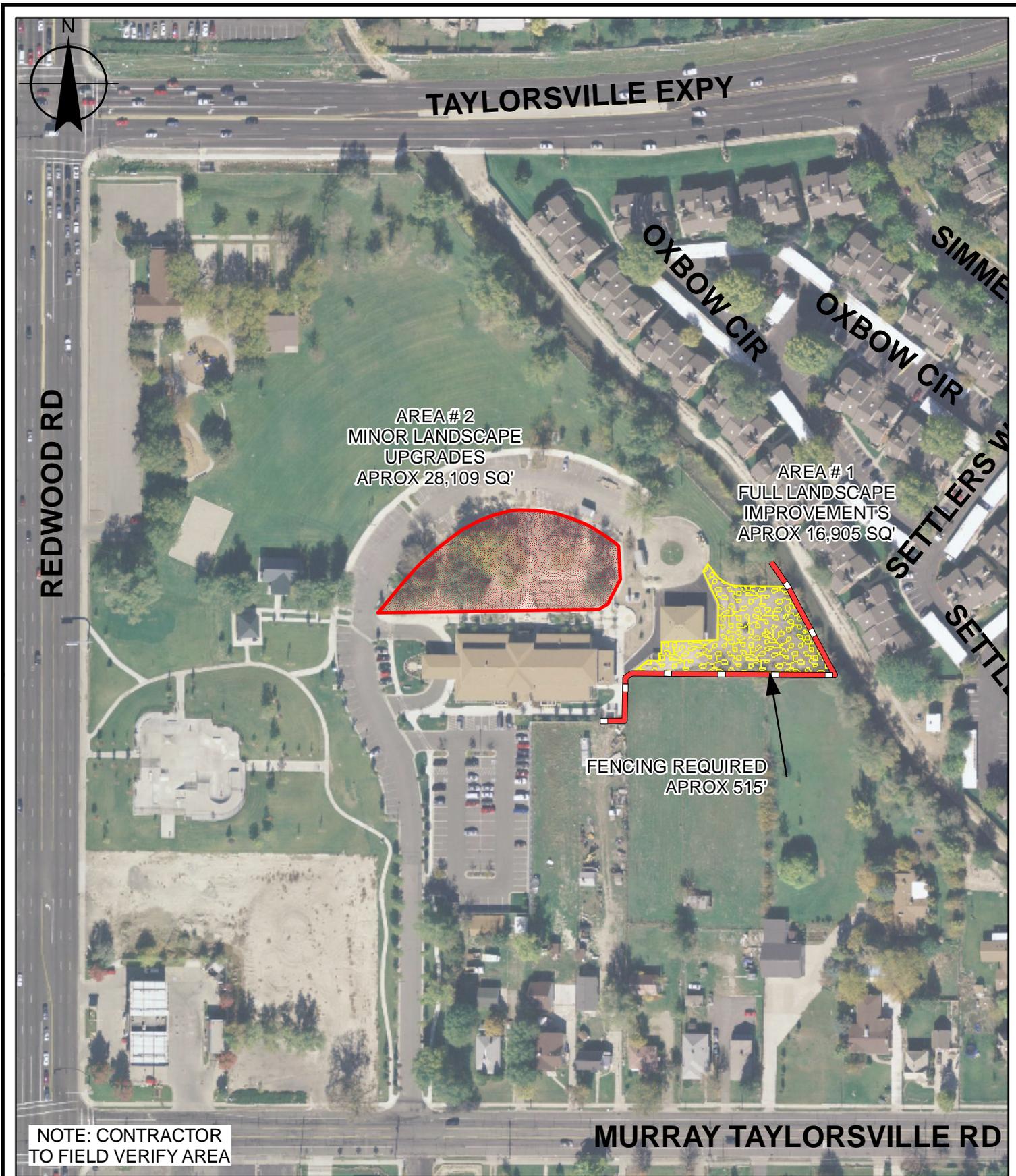
Estim. Materials: \_\_\_\_\_

Estim. Equipment: \_\_\_\_\_

Estim. Labor: \_\_\_\_\_

# How To Play Bocce

- 1. Bocce is played by 2, 4 or 8 players (4 balls per team).**
- 2. The white *pallino* is a target; red & green teams attempt to position their balls near or touching the *pallino*.**
- 3. Balls closer to the *pallino* than those of the other team receive one point each.**
- 4. The court is divided by a center-line, with lag & out-of-bounds lines at each end.**
- 5. From behind the second or lag line, a team initiates a turn by rolling the *pallino* past the center-line, and then rolls a ball at the *pallino*.**
- 6. Subsequent rolls are by the team farther away from the *pallino*, until all balls are played.**
- 7. Players can knock the other team's balls away from the *pallino*, or knock the *pallino* to improve their position; balls beyond out-of-bounds line are not in play.**
- 8. One team scores up to 4 points per turn.**



NOTE: CONTRACTOR TO FIELD VERIFY AREA



## EXHIBIT "B"

4743 S PLYMOUTH VIEW DR

# Senior Center landscape RFP

2600 WEST TAYLORSVILLE BLVD. TAYLORSVILLE UTAH 801-963-5400

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### 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 I(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 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (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) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request 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 contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being 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 in 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 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 the individual 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 subparagraph (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 subparagraph (1) of this paragraph.

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**(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 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, (Public Law 91-54, 83 Stat 96). 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 subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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

OMB Approval No. 2577-0157 (exp.3/31/2010)

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**Contract Provisions Required by Federal Law  
or Owner Contract with the  
U.S. Department of Housing and Urban Development**

# Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development

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Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

These contracts between a HUD grantee (housing agency (HA)) and an architect/engineer (A/E) for design and construction services do not require either party to submit any materials to HUD. The forms provide a contractual agreement for the services to be provided by the A/E and establishes responsibilities of both parties pursuant to the contract. The regulatory authority is 24 CFR 85.36. These contractual agreements are required by Federal law or regulation pursuant to 24 CFR Part 85.36. Signing of the contracts is required to obtain or retain benefits. The contracts do not lend themselves to confidentiality.

## 1.0 Contract Provisions Required by Federal Law or Owner Contract with the U.S. Department of Housing and Urban Development (HUD).

1.1 Contract Adjustments. Notwithstanding any other term or condition of this Agreement, any settlement or equitable adjustment due to termination, suspension or delays by the Owner shall be negotiated based on the cost principles stated at 48 CFR Subpart 31.2 and conform to the Contract pricing provisions of 24 CFR 85.36 (f).

1.2 Additional Services. The Owner shall perform a cost or price analysis as required by 24 CFR 85.36 (F) prior to the issuance of a contract modification/amendment for Additional Services. Such Additional Services shall be within the general scope of services covered by this Agreement. The Design Professional shall provide supporting cost information in sufficient detail to permit the Owner to perform the required cost or price analysis.

1.3 Restrictive Drawings and Specifications. In accordance with 24 CFR 85.36(c)(3)(i) and contract agreements between the Owner and HUD, the Design Professional shall not require the use of materials, products, or services that unduly restrict competition.

1.4 Design Certification. Where the Owner is required by federal regulations to provide HUD a Design Professional certification regarding the design of the Projects (24 CFR 968.235), the Design Professional shall provide such a certification to the Owner.

1.5 Retention and Inspection of Records. Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other subgrantees make final payments and all other pending matters are closed.

1.6 Copyrights and Rights in Data. HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfil the requirements of the construction contract.

1.7 Conflicts of Interest. Based in part on federal regulations (24 CFR 85.36(b)) and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents or by Contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Neither the Owner nor any of its contractors or their subcontractors shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

No member, officer, or employee of the Owner, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the Owner was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

1.8 Disputes. In part because of HUD regulations (24 CFR 85.36(i)(1)), this Design Professional Agreement, unless it is a small purchase contract, has administrative, contractual, or legal remedies for instances where the Design Professional violates or breaches Agreement terms, and provide for such sanctions and penalties as may be appropriate.

1.9 Termination. In part because of HUD regulations (24 CFR 85.36(i)(2)), this Design Professional Agreement, unless it is for an amount of \$10,000 or less, has requirements regarding termination by the Owner when for cause or convenience. These include the manner by which the termination will be effected and basis for settlement.

1.10 Interest of Members of Congress. Because of Contract agreement between the Owner and HUD, no member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from it.

1.11 Limitation of Payments to Influence Certain Federal Transaction. The Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions Act, Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by recipient of a federal contract, grant, loan, or cooperative agreement to pay any person, including the Design Professional, for influencing or attempting to influence an officer or employee of Congress in connection with any of the following covered Federal actions: the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

1.12 Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Reserved.

H. Reserved.

1.13 Reserved.

1.14 Clean Air and Water. (Applicable to contracts in excess of \$100,000). Because of 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

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1.15 Energy Efficiency. Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

1.16 Prevailing Wages. In accordance with Section 12 of the U.S. Housing Act of 1937 (42 U.S.C. 1437j) the Design Professional shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD, to all architects, technical engineers, draftsmen, and technicians.

1.17 Non-applicability of Fair Housing Requirements in Indian Housing Authority Contracts. Pursuant to 24 CFR section 905.115(b) title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), which prohibits discrimination on the basis of race, color or national origin in federally assisted programs, and the Fair Housing Act (42 U.S.C. 3601-3620), which prohibits discrimination based on race, color, religion, sex, national origin, handicap, or familial status in the sale or rental of housing do not apply to Indian Housing Authorities established by exercise of a Tribe's powers of self-government.

1.18 Prohibition Against Liens. The Design professional is Prohibited from placing a lien on the Owner's property. This prohibition shall be placed in all design professional subcontracts.