

Invitation to Bid (IFB)

HVAC Replacement at Baker Place

IFB# BP-07-2026

The Housing Authority of Owensboro hereby referred to as “HAO Properties” is issuing an Invitation For Bid (IFB) for the replacement of thirty (30) HVAC systems at Baker Place apartments.

Submission Deadline: 10:00 AM (CST) August 19, 2026

Contract Officer: Shauna Boom
Executive Director

Contract Administrator Catherine Devine
catherine@owensborohousing.org
270-683-5365 x 215
270-240-9305 Direct

Pre-Bid Meeting: 10:00 AM (CST) July 29, 2026
New Heights Center (behind HAO Office)
2161 E 19th Street
Owensboro, KY 42303

Table of Contents:

IFB Page	Item
3	1.0 HA'S RESERVATION OF RIGHTS
4	2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S)
4	2.1 Products/Services
5	3.0 BID SUBMISSION/FORMAT
6	3.1 Submission Conditions
6	3.2 Bid Required Documents
6	3.3 Bidder's Responsibilities—Contact With the HA
6	3.4 Addendums
6	3.5 Pre-Bid Site Visit
6	4.0 BID EVALUATION
6	4.1 Public Opening
7	4.2 Responsive Evaluation
7	4.3 Responsible Evaluation
7	5.0 CONTRACT AWARD
7	5.1 Lowest Responsive and Responsible Bidder
7	5.2 Contract Conditions
7	5.2.1 Unauthorized Sub-Contracting Prohibited
7	5.2.2 Prohibition on Hiring Owner's Employees
7	5.3 Bonding and Insurance Requirements
Attachment A	BID FORM
Attachment B	General Conditions of Contract
Attachment C	Non-Collusion Affidavit (1 Page)
Attachment D	Property Map

1.0 HA'S RESERVATION OF RIGHTS:

- 1.1 The HA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the HA to be in its best interests.
- 1.2 The HA reserves the right not to award a contract pursuant to this IFB.
- 1.3 The HA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the successful bidder(s).
- 1.4 The HA reserves the right to determine the days, hours and locations that the successful bidder(s) shall provide the services called for in this IFB.
- 1.5 The HA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days after the deadline for receiving bids without the written consent of the HA Contracting Officer (CO).
- 1.6 The HA reserves the right to negotiate the fees proposed by the bidder entity.
- 1.7 The HA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 The HA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 The HA shall reserve the right at any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. Each prospective bidder agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HA, but not the prospective bidder, of any responsibility pertaining to such an issue.

- 2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):** The purpose of this IFB is to retain a contractor to replace thirty (30) HVAC systems at Baker Place apartments. Baker Place consists of fifteen (15) single-story duplex buildings, each requiring HVAC replacement in both units.

2.1 Products/Services:

Item	Specification
HVAC Split System	Ruud - RCFY2414STAAMC or equivalent
	Ruud - R801T0503A14UHSNAS or equivalent
	Ruud - RHM.RA14AY24BJ1NB, 2 TON/14SEER/R-454B, 208-230/1 or equivalent
Additional Requirements	Replace suction line insulation on exterior of building and in furnace closet.
	Replace flu vent pipe from furnace to existing B vent through ceiling.
	Install safety shut off switch in condensate line.
	Level existing condenser pad .
	Replace range connector.
	Replace existing 14x20 filter grill and filter with new.
	Install new electrical whip from disconnect to condenser.
	Install new Honeywell FocusPRO TH132OU4002/U thermostat.
	Replace existing thermostat wiring .
	Replace existing control wiring from furnace to condenser.
	HAO may retain certain pieces of equipment and will be specified before work begins.
	HAO will be permitted to remove control devices from existing equipment once removed.
Installation Standards	All installations need to be done to industry standards.
	All equipment is to be installed to manufacturers specifications.
	Control wiring extending to condenser if to be attached by zip tie to whip to prevent damage.
	Contractors are responsible for verifying adequate ampacity of existing electrical circuits.
	Contractor is responsible for commissioning equipment and programming thermostat to HAO specs.

	Contractor is responsible for showing instructing tenant on use of new thermostat.
	Contractor is responsible for registering equipment for any applicable/available extended factory warranties.
Project Conditions and Contractor Responsibilities	All buildings at Baker Place Apartments are occupied and will remain occupied throughout the duration of this project. The contractor shall conduct all work in a manner that minimizes disruption to residents and maintains safe, accessible living conditions at all times. At the end of each workday, all drives, yards, apartments, rooms, and any portion thereof must be left clean, neat, and free of debris. All materials, tools, equipment, and supplies shall be properly stored or secured to ensure safety and prevent tenant interference or damage. The contractor is responsible for ensuring that all electrical, gas, water, and heating services are fully restored and operational for tenant use at the end of each workday. The scope of work includes, but is not limited to, providing all labor, materials, equipment, permits, testing, and coordination necessary to complete the HVAC replacement project as outlined in the specifications. The contractor shall perform all work in accordance with applicable codes, manufacturer requirements, and the project schedule.

3.0 BID SUBMISSION/FORMAT

Bids will be accepted by mail (USPS, UPS, FedEx, etc.) or hand delivered. Faxed copies or emailed submissions will not be accepted. Bids **MUST** be received by 10:00 am (CST) on Wednesday, July 22, 2026 at the HAO office at 2161 E 19th Street, Owensboro, KY 42303.

*All bids must be submitted and time-stamped received in the designated HA office by no later than **10:00 am (CST) on Wednesday August 19, 2026** (or within any ensuing addendum). A total of 1 original signature copy of the bid submittal shall be placed in a sealed package and addressed to:*

Housing Authority of Owensboro
BP-07-2026 Bid Submittal
2161 E 19th Street
Owensboro, Kentucky 42303

Bids received after the published deadline will not be considered.

- 3.1 **Submission Conditions:** By submitting a bid for consideration, each prospective bidder does thereby agree to confirm all notices that the HA delivers to him/her as instructed, and by submitting a bid, the bid thereby agrees to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

3.2 **Bid Documents:**

IFB Attachment	Description
A	Bid Form: This Form is attached hereto as Attachment A to this IFB document. BIDDER MUST INCLUDE AN ITEMIZED BID WITH THE FORM.
B	General Conditions for Contracts: This Form is attached hereto as Attachment B to this IFB document.
-	Subcontractor/Joint Venture Information: The bidder shall identify any subcontractors he/she intends to use for this job, if awarded, and/or if the bid is a joint venture with another firm.
C	Non-Collusion Affidavit: Signed by the Prime Contractor only.
D	Property Map

- 3.3 **Bidder's Responsibilities—Contact With the HA:** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the Contract Administrator only. Bidders must not make inquiries or communicate with any other HA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. This is to insure transparency and fairness in sharing information.
- 3.4 **Addendums:** All questions and requests for information must be addressed to the Contract Administrator. The Contract Administrator will respond to all such inquiries in writing **via email** by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents).
- 3.5 A **Pre-Bid Meeting** will be held at **10:00 a.m. on Wednesday, July 29, 2026**, at the **New Heights Center** (located behind the HAO Office). During this meeting, bidders will have the opportunity to review the existing HVAC systems scheduled for replacement. Attendance at the Pre-Bid Meeting is highly recommended for all bidders. Any questions raised during the meeting will be documented and answered via email by the Contract Administrator. Responses will be sent to all bidders who have received a bid packet to ensure consistent information is provided to all participants.

4.0 **BID EVALUATION:**

- 4.1 **Public Opening:** At the set date and time, all bids received will be opened and publicly read aloud by the Contracting Officer, including the company name of the bidder and the total bid proposed. At the bid opening the HA will only disclose the following information: (a) The company name of each bidder; (b) the total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards.

- 4.2 Responsive Evaluation:** After the public opening the “hard copy” bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimums that are deemed to be non-responsive will be notified of such in writing by the HA in a timely manner (in any case, in no less than 10 days after such determination is made).
- 4.3 Responsible Evaluation:** The HA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide the HA the required services). If the HA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the HA may proceed with award. If the HA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the HA in a timely manner in such case the HA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

5.0 CONTRACT AWARD

- 5.1 Lowest Responsive and Responsible Bidder:** Award of an IFB is made to the responsive and responsible bidder that submits the lowest cost
- 5.2 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HA pursuant to this IFB:
- 5.2.1 Unauthorized Sub-Contracting Prohibited:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the Contracting Officer. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HA or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; as determined by the Contracting Officer.
- 5.2.2 Prohibition on Hiring Owner’s Employees:** During the term of this Contract and for a period of six (6) months following its termination, the Contractor agrees not to directly or indirectly solicit, recruit, hire, or attempt to hire any employee of the Housing Authority of Owensboro. The Contractor further agrees not to induce or attempt to induce any employee to terminate their employment with the Housing Authority of Owensboro.
- 5.3 Bonding and Insurance Requirements:** If bid exceeds \$99,999.00 a bid bond in the amount of 5% of the bid price must be present with a bid. Prior to the award (but not as a part of the bid submission) the successful bidder will be required to provide:
- 5.3.1** An original certificate evidencing the bidder’s current industrial (worker’s compensation) insurance carrier and coverage amount;

- 5.3.2** An original certificate evidencing General Liability coverage, naming the HA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
- 5.3.3** Documentation/Certification evidencing to performance and payment bond equal to 100% of the contract price; or 50% of contract price performance bond & 50% of contract price payment bond.

ARTICLE 1 - BID RECIPIENT

This Bid is submitted to:

Housing Authority of Owensboro (HAO)
2161 E 19th Street
Owensboro, KY 42303

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with the HAO to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

- B. *Bidder was informed of the opportunity to visit the Site and become familiar with the general, local and Site conditions that may affect cost, progress, and performance of the Work.*
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- E. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- F. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

G. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Owner is acceptable to Bidder.

H. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price

_____ \$ _____
(Words) (Numbers)

BIDDER MUST INCLUDE AN ITEMIZED BID WITH THIS FORM.

ARTICLE 5 - TIME OF COMPLETION

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Section 16 of the *General Conditions of Contracts* within the number of calendar days indicated in the Agreement.

ARTICLE 6 - ATTACHMENTS TO THIS BID

The following documents are attached to and made a condition of this Bid:

- A. Bid Form (Articles 1 - 8)
- B. Itemized Bid Document
- C. Required Bid (Bond) security as specified in Section 5.3.3
- D. List of Proposed Subcontractors (if applicable)
- E. Non-Collusive Affidavit

ARTICLE 7 - DEFINED TERMS

The terms used in this Bid have the meanings stated in the, the *General Conditions of Contracts*, and the *Scope of Work*.

ARTICLE 8 - BID SUBMITTAL

This Bid submitted by:

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Bidder's Business address: _____

Phone: _____ Email: _____

Submitted on _____, 20____

Attachment B - General Conditions of Contracts

Table of Contents			
1	Definitions	15	Prohibition Against Liens
2	Contractors Responsibility for Work	16	Contract Period
3	Site Investigation and Conditions Affecting the Work	17	Payments
4	Material and Workmanship	18	Contract Modifications
5	Approval of Materials	19	Changes
6	Permits and Codes	20	Suspension of Work
7	Health, Safety, and Accident Prevention	21	Disputes
8	Availability and Use of Utility Services	22	Default
9	Protection of Existing Vegetation, Structures Equipment, Utilities and Improvements	23	Liquidated
10	Temporary Buildings and Transportation Materials	24	Termination of Convenience
11	Inspection and Acceptance of Construction	25	Assignment of Contract
12	Use and Possession Prior to Completion	26	Insurance
13	Warranty of Title	27	Subcontractors
14	Warranty of Construction		

Attachment B - General Conditions of Contracts

1. Definitions

1. "Contract" means the contract entered into between the HAO and the Contractor. It includes all formal changes to any of those documents by addendum, change order, or other modification.
2. "Contracting Officer" The Contracting Officer shall be deemed the authorized agent of the HAO in all dealings with the Contractor.
3. "Contractor" means the person or other entity entering into the contract with the HAO to perform all of the work required under the contract.
4. "HAO" means the Housing Authority of Owensboro organized under applicable state laws which is a party to this contract.
5. "Work" means materials, workmanship, and manufacture and fabrication of components.

2. Contractor's Responsibility for Work

- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the HAO pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall be responsible for all damages to persons or property that occur because of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the HAO, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (c) The Contractor shall confine all operations (including storage of materials) on HAO premises to areas authorized or approved by the Contracting Officer.
- (d) The Contractor shall always keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the HAO and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (e) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

Other Contracts

The HAO may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with HAO employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by HAO employees.

- (a) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

3. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the HAO. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the HAO.
- (b) The HAO assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the HAO. Nor does the HAO assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

4. Material and Workmanship

All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may,

Attachment B - General Conditions of Contracts

at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

5. Approval of materials.

- 1) When required by this contract or by the Contracting Officer, the Contractor shall obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- 2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- 3) Certificates shall be submitted describing each sample submitted for approval and certifying that the material, equipment, or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- 4) Approval of a sample shall not constitute a waiver of the HAO right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved. Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials based on data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.

6. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations.
- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work.

Where the HAO can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

7. Health, Safety, and Accident Prevention

In performing this contract, the Contractor shall comply with regulations and standards issued by the Secretary of Labor. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act

8. Availability and Use of Utility Services

The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the HAO, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

9. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.
- (b) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (c) The Contractor shall indemnify and save harmless the HAO from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the HAO may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

10. Temporary Buildings and Transportation of Materials

Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the HAO. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

11. Inspection and Acceptance of Construction

- a) The Contractor shall maintain an adequate

Attachment B - General Conditions of Contracts

inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to HAO inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

- b) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The HAO may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The HAO shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- c) The HAO may conduct routine inspections of the construction site daily.
- d) The Contractor shall, without charge, replace or correct work found by the HAO not to conform to contract requirements, unless the HAO decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- e) If the Contractor does not promptly replace or correct rejected work, the HAO may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- f) If any work requiring inspection is covered up without approval of the HAO, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the HAO considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

12. Use and Possession Prior to Completion

- (a) The HAO shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those

portions of the work that the HAO intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The HAO's possession or use shall not be deemed an acceptance of any work under the contract.

- (b) While the HAO has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the HAO's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas occupied without proper remuneration therefore. If prior possession or use by the HAO delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

13. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

14. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one (1) year unless otherwise indicated from the date of final acceptance of the work. If the HAO takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year unless otherwise indicated from the date that the HAO takes possession.
- (b) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year unless otherwise indicated from the date of repair or replacement.
- (c) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (d) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the HAO shall have the right to replace, repair or otherwise remedy the failure,

15. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the HAO's property. This prohibition shall apply to all

Attachment B - General Conditions of Contracts

subcontractors at any tier and all materials suppliers.

16. Contract Period

The Contractor shall complete all work required on this contract within **45 working days** of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

17. Payments

- (a) The HAO shall pay the Contractor the price as provided in this contract.
- (b) The HAO shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The HAO may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested to provide a basis for determining progress payments. The Contractor shall prorate its overhead and profit over the construction period of the contract.
 - 1. The HAO shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract.
 - 2. The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the HAO's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the HAO.
- (d) All material and work covered by progress payments made shall, at the time of payment become the sole property of the HAO, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have

been made or the restoration of any damaged work; or, (2) waiving the right of the HAO to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the HAO in the course of their employment, the Contractor shall restore such damaged work without cost to the HAO and to seek redress for its damage only from those who directly caused it

- (e) The HAO shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the HAO arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (f) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (g) The HAO shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the HAO to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

18. Contract Modifications

- a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g., change in the HAO address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

19. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - 1. In the specifications (including drawings and designs);
 - 2. In the method or manner of performance of the

Attachment B - General Conditions of Contracts

work;

3. HAO-furnished facilities, equipment, materials, services, or site; or,
4. Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the HAO is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details (overhead and profit shall not exceed 15% of the value of labor and material for work performed by any contractor or subcontractor. If a subcontractor performs the work, the prime contractor's overhead and profit shall not exceed 7-1/2%):
 1. Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
 2. Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
 3. Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work

required by the change.

The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

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

20. Suspension of Work

- a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the HAO.
- b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as

Attachment B - General Conditions of Contracts

practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

21. Disputes

- a) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the HAO against the Contractor shall be subject to a written decision by the Contracting Officer.
- b) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- c) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the HAO in accordance with the HAO's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- d) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

22. Default

- a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event, the HAO may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the HAO resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the HAO in completing the work.
- b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include
 - A. acts of God, or of the public enemy,
 - B. acts of the HAO or other governmental entity in either its sovereign or contractual capacity,
 - C. acts of another contractor in the performance of a contract with the HAO,
 - D. fires,
 - E. floods,
 - F. epidemics,
 - G. quarantine restrictions,
 - H. strikes,
 - I. freight embargoes,
 - J. unusually severe weather, and

2. The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the HAO.

23. Liquidated Damages

- a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the HAO as liquidated damages, the sum of **\$50.00** for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the HAO. The Contractor remains liable for damages caused other than by delay.
- b) If the HAO terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the HAO in completing the work.
- c) If the HAO does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

24. Termination for Convenience

- a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the HAO. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes

Attachment B - General Conditions of Contracts

- effective.
- b) If the performance of the work is terminated, either in whole or in part, the HAO shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the HAO of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the HAO to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the HAO or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the HAO; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

25. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HAO under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

26. Insurance

Before commencing work, the Contractor and each subcontractor shall furnish the HAO with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

1. Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less

than five years following the completion date of the Contract.

3. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence.

27. Subcontracts

Subcontractor's definitions as used in this contract means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- a) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- b) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract as far as they are applicable to the work of subcontractors.
- c) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the HAO

Attachment C

TO BE COMPLETED AND SUBMITTED WITH BID FORM

FORM OF NON-COLLUSIVE AFFIDAVIT

A F F I D A V I T

State of _____)

County of _____)

_____, being first duly sworn, deposes and says:

That he is

(a partner or officer of the firm of, etc.)

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

Signature of: _____

Bidder, if bidder is an individual;

Partner, if bidder is a partnership

Officer, if bidder is a corporation

Subscribed and sworn to before me this _____ day of _____, 20 ____

My commission expires _____, 20 ____

Attachment D

Baker Place

BAKER AVENUE

LEITCHFIELD ROAD

