

**IFB 2024-01**

**INVITATION FOR BIDS**  
**UNIT REPAIRS – 58 DALE DRIVE**



3116 South Street  
Portsmouth, VA 23707

Delores F. Adams  
Director of Procurement

**ISSUED**  
January 5, 2024

The Portsmouth Redevelopment and Housing Authority is an Equal Opportunity Agency. Small, Minority and Women-Owned businesses are encouraged to apply.



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Bid Due: January 18, 2024 at 3:00 p.m.**

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**IFB 2023-09**

**Unit Repairs – 58 Dale Drive**

The Portsmouth Redevelopment and Housing Authority (Authority) will receive electronic sealed bids for Unit Repairs for 58 Dale Drive in Portsmouth, Virginia until **3:00 P.M., Local Prevailing Time, on Thursday, January 18, 2024.**

The IFB can also be assessed through eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) or through the Authority website at [www.prha.org](http://www.prha.org).

Interested firms must submit their electronic bid, with the items listed in the Bid Checklist, through eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) .



Small, Minority and Women-Owned businesses are encouraged to apply

**PORTSMOUTH REDEVELOPMENT  
AND HOUSING AUTHORITY**

Delores Adams  
Director of Procurement

January 5, 2024



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**Bids received by the issuing office after the date and time, via Facsimile, mail or E-mail will not be considered.** Portsmouth Redevelopment and Housing Authority (Authority) is not responsible for delays due to internet connectivity, unless the eVA site is down. **It is the sole responsibility of the bidder to ensure that its Bid is submitted in eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov), by the designated date and hour.** The official time used in the receipt of bids is the time recorded by eVA, which will not accept late Bids.

All requests for interpretation of specifications shall be by written request, sent via email to [dadams@prha.org](mailto:dadams@prha.org). Any changes to this bid document will be issued as addenda, and will be on file in Procurement until bids are opened. All such addenda will become part of the contract and all Bidders will be bound by such addenda, whether or not received by the Bidder. **Written questions must be submitted seven (7) days prior to the closing date of the bid.**

This form must be signed, as well as subsequent addenda, and all pages submitted to eVA. Signatures must be original or electronic.

In compliance with this Invitation for Bids, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein.

The undersigned certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this bid, and is authorized to contract on behalf of firm named below.

Company Name: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

UEI Number: \_\_\_\_\_

SCC Number: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Delores F. Adams**  
**Director of Procurement**  
**January 5, 2024**



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**BIDDERS CHECKLIST**

Bidders are encouraged to complete the following checklist and submit it with your bid so the Authority may evaluate your submission. Failure to sign your bid by an individual authorized to commit your firm to the bid will render the bid as non-responsive, and it will not be considered. Failure to submit a document specified in the bid as listed below is curable if done within the timeframe specified upon our notice to you.

| <u><b>Item</b></u>  | <u><b>Initials</b></u> |
|---|------------------------|
| 1. This Checklist   | _____                  |
| 2. Signed Bid Form – <b>Attachment 1</b>  | _____                  |
| 3. Certifications and Representations and Statement of Bidders Form HUD Form 5369-A – <b>Attachment 2</b> | _____                  |
| 4. Bid Bond or Certified Check - <b>Attachment 3</b>  | _____                  |
| 5. Proposed Subcontractor List – <b>Attachment 4</b>  | _____                  |
| 6. Form of Non-Collusive Affidavit - <b>Attachment 5</b>  | _____                  |
| 7. Minority and Women-Owned Business Participation Commitment Form – <b>Attachment 6</b>                  | _____                  |
| 8. Section 3 Business Certification & Strategy – <b>Attachment 7</b>                                      | _____                  |
| 9. Statement of Bidders Qualifications - <b>Attachment 8</b>  | _____                  |
| 10. Authorization for Verification of References – <b>Attachment 9</b>                                    | _____                  |
| 11. PRHA Conflict of Interest Statement – <b>Attachment 10</b>  | _____                  |
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| 13. IRS W-9 Form – <b>Attachment 12</b>   | _____                  |
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## IFB 2024-01 Unit Repairs – 58 Dale Drive

**Bid Due: January 18, 2024 at 3:00 p.m.**

**PROCEDURE:** Bidders must submit proposed pricing on the Bid Form through eVA only! While it is not mandated that you visit the site in order to be a responsive Bidder, it is imperative that you ascertain the conditions in which this contract will be performed. The Authority will not entertain any claims as a result of not having done so.

All bids shall be submitted in eVA by 3:00 p.m. on Thursday, January 5, 2024, at the website listed below:

[www.eva.virginia.gov](http://www.eva.virginia.gov)

1.0 **THE AUTHORITY CONTACT:** All questions pertaining to this IFB must be in writing and addressed to Ms. Delores Adams (hereinafter, the Contracting Officer or CO), FAX: 757-399-8697; e-mail: [dadams@prha.org](mailto:dadams@prha.org). No oral interpretations will be made to any Bidder on the meaning of the Statement of Work. Every request for an interpretation shall be made in writing.

1.1 All clarifications and interpretations will be disseminated to each prospective bidder in writing. Any modifications to the solicitations will be in the form of an addendum and will be disseminated to each prospective bidder. All such addenda shall become a part of the contract and all Bidders shall be bound by such addenda, whether or not received by the Bidders;

1.2 The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specification of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement

### 2.0 **STATEMENT OF WORK:**

The intent and purpose of this Invitation for Bid (IFB) is to enter into a firm, fixed price contract, with a vendor for the renovations of a damaged housing unit, 58 Dale Drive. PRHA is accepting Bids from experienced, qualified vendors to provide a turnkey job that meets the requirements of the scope of work included in this solicitation.

The specifications provided are for the color, type, quality and size of material desired. A brand is not required, an equal may be submitted as part of the bid, but must have PRHA approval prior to award:

The Scope of Work is provided in this solicitation as **Dale1 - 58 Dale Drive Scope of Work**.



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- 3.0 **APPLICABILITY:** By submitting a bid to the Authority, the firm or individual doing so (hereinafter, “the bidder”) is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within the HUD documents, including but not limited to, *HUD-5370 General Conditions for Contracts* which is attached hereto.

**THE AUTHORITY RESERVATION OF RIGHTS:** The Authority reserves the right to:

- 3.1 Reject any or all bids, to waive any informalities in the IFB process, or to terminate the IFB process at any time, if deemed by the Authority to be in the best interest of the Authority;
- 3.2 Terminate a contract awarded pursuant to this IFB at any time for its convenience upon delivery of a 30-day written notice to the apparent or successful bidder;
- 3.3 Determine the days and hours that the successful bidder shall provide the items or services called for in this IFB;
- 3.4 Reject and not consider any bid that does not, in the opinion of the CO, meet the requirements of this IFB, including but not necessarily limited to incomplete bids offering alternate (not including “or equal” items) or non-requested items or services.
- 4.0 **BIDDER’S RESPONSIBILITY:** Each bidder must carefully review and comply with all instructions provided herein, provided within any named attachments.
- 4.1 Bids may be withdrawn in writing if such request for withdrawal is received by the Authority prior to the time fixed to the bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of this bid after such bid has been opened;
- 4.2 Each person submitting a bid for work shall submit a signed Certifications and Representations of Bidders, Form HUD-5369-A;
- 4.3 Each person submitting a bid for work contemplated by the Invitation for Bid documents shall execute an affidavit, in the form provided by the Authority, and to the effect that he has not colluded with any other person, firm or corporation concerning any bid submitted. Such affidavit shall be attached to the bid;
- 4.4 All Bidders must comply with all Davis-Bacon requirements. Minimum Wage Rates required by this Contract are provided and are attached to DOL standards promulgated under Department of Labor 29 CFR, Part 5.
- 5.0 **DEADLINE:** Each bidder shall submit his/her proposed costs, prior to the posted deadline, of **3:00 p.m. on Thursday, January 18, 2024.**
- 6.0 **HOLD PRICES/NON-ESCALATION:** By submitting a bid, and whereas the bid sum submitted is a firm-fixed bid, each bidder thereby agrees to “hold” or not increase the





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proposed bid prices during the term of the work.

- 7.0 **CONTRACT:** The contract will be awarded to the lowest responsive and responsible bidder who complies with the requirements and conditions of the Invitation for Bids and the Contract Documents, provided the bid is reasonable and it is to the best interest of the Authority to accept it. The Bidder to whom the award will be made will be notified at the earliest practicable date following the bid opening. The Authority reserves the right to reject any and all bids and to waive any informality in bids received whenever such action is in the best interest of the Authority.

Any and all changes to the Contract must be executed by a “formal change modification” which shall be issued by the Executive Director or Director of Procurement. Any other directives you or your personnel may receive from individuals other than the Executive Director or Director of Procurement will be considered invalid and will not be compensable.

- 8.0 **INVALID OR ALTERNATE BIDS:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to the Authority, may invalidate the bid submitted. Furthermore, the Authority shall reserve the right to reject, without consideration, alternate bids, meaning those that do not meet the requirements of this IFB.

- 9.0 **BID COSTS:** There shall be no obligation for the Authority to compensate any bidder or prospective bidder for any costs that he/she may incur in responding to this IFB.

- 10.0 **SHIPPING COSTS:** Each bid sum submitted shall include completion of the specified services at the Authority site or location, as specified within this IFB or on the Contract issued.

- 11.0 **ASSIGNMENT OF PERSONNEL:** The Authority shall retain the right to demand and receive a change in personnel assigned by the successful bidder to provide services to the Authority if the Authority believes that such change is in the best interest of the Authority and the completion of the work or provision of the items.

- 12.0 **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 ensuing contract) without the prior written consent of the CO. 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 Authority.

- 13.0 **LICENSING AND INSURANCE REQUIREMENTS:** The Contractor shall maintain adequate liability insurance, which shall protect, indemnify and hold harmless the Portsmouth Redevelopment and Housing Authority and its officials from all suits and actions of every kind and description arising and injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims



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arising under the workmen's compensation laws. The Contractor shall furnish proof of said insurance within five (5) days of notice of apparent low bidder. The Authority shall be named as an additional insured on the general liability policy. **Prior to award**, the *successful bidder* will be required to provide:

- 13.1 An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
- 13.2 An original certificate evidencing General Liability coverage, naming the Authority as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Authority as an additional insured under said policy (minimum of \$2,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$100,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
- 13.3 An original certificate showing the bidder's automobile insurance coverage in a combined single limit for Liability and Uninsured Motorist of \$500,000 each. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000;
- 13.4 Products and Completed operations insurance shall be maintained for a minimum period of 1 year after final payment and Contractor shall continue to provide evidence of such coverage to Owner and an annual basis during the aforementioned period.
- 13.5 Property Damage Liability Insurance shall include coverage for the following hazards: C (Collapse).
- 13.6 Contractual Liability (Hold Harmless Coverage):
  - 14.6.1 Bodily Injury: \$2,000,000 Each Occurrence
  - 14.6.2 Property Damage: \$2,000,000 Each Occurrence
- 13.7 A copy of the bidder's business license allowing that entity to provide such services within the jurisdiction of Portsmouth, Virginia;
- 13.8 A copy of the bidder's Class A license issued by the Commonwealth of Virginia or State licensing authority licensing authority allowing the bidder to provide the services detailed herein.



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**14.0 DOCUMENTS THAT APPLY TO THIS IFB:**

- 15.1 Bid Checklist;
- 15.2 Form of Bid;
- 15.3 Representations, Certifications, and Statements of Bidders, Form HUD-5369-A;
- 15.4 Form of Bid Bond;
- 15.5 Proposed Subcontractor List;
- 15.6 Form of Non-Collusive Affidavit (Bidder & Subbidder);
- 15.7 Minority and Women-Owned Business Participation Commitment Form;
- 15.8 Section 3 Strategy and Certification;
- 15.9 Statement of Bidder's Qualifications;
- 15.10 Authorization for Verification of References
- 15.11 PRHA Conflict of Interest Statement;
- 15.12 Experience Form
- 15.13 IRS W-9 Form
- 15.14 Schedule of Materials Stored – HUD 51003 & Summary of Materials Stored – HUD 51004
- 15.15 Form of Contract;
- 15.16 Form of Performance and Payment Bond;
- 15.17 Davis-Bacon Wage Rate Determination
- 15.18 Instructions to Bidders, Form HUD-5369;
- 15.19 General Conditions, Form HUD-5370;
- 15.20 Special Conditions
- 15.21 The Authority reserves the right to require the successful bidder/contractor to utilize any form required by HUD to complete the required work and by submitting his/her bid each contractor agrees to do so at no additional charge.



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**TECHNICAL SPECIFICATIONS – SEE ATTACHED**

15.22 Dale1 - 58 Dale Drive Scope of Work



**ATTACHMENT 1 - FORM OF BID**

**BID FOR: UNIT REPAIR – 58 DALE DRIVE  
PORTSMOUTH, VA**

Portsmouth Redevelopment and Housing Authority  
Procurement Office  
3116 South Street  
Portsmouth, Virginia 23707

Gentlemen:

1. The undersigned, having familiarized himself or themselves with the job site conditions affecting the cost of the work, and with the Specifications (including the Instructions to Bidders, Form of Invitation for Bids, this bid, the Form of Bid Bond, the Form of Non-Collusive Affidavit, the Form of Contract, the Form of Performance and Payment Bond or Bonds, the General Conditions, the Special Conditions, the General Scope of Work and the Technical Specifications and the Drawings) and Addenda, if any thereto, as prepared by and on file in the offices of the Portsmouth Redevelopment and Housing Authority, hereby proposes to furnish all labor, materials, equipment and services required to perform said work for the following BID PRICES:

- A. The **Total Base Bid** for this work to include the complete job in accordance with the Contract Documents:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

- B. Indicate below the "construction work items" to be performed on site by the General Contractor with his own organization, and the anticipated commencement and completion times for performing such construction work items during the contract period:

| Construction Work Items: | Start/Complete Times |
|--------------------------|----------------------|
|--------------------------|----------------------|

|       |  |
|-------|--|
| _____ |  |
| _____ |  |
| _____ |  |

2. In submitting this bid, it is understood that the right is reserved by the Portsmouth Redevelopment and Housing Authority to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him for signature.

3. The Contracting Officer may waive minor informalities or allow the bidder to correct them depending on which action is in the best interest of the housing authority. Minor informalities are matters of form rather than substance, evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to the other bidders: That is; the effect on price, quantity, quality, delivery, or contractual conditions is negligible.

4. Bid Guarantee in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in the form of \_\_\_\_\_ is submitted herewith in accordance with the Specifications.

5. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted.

6. The Bidder represents that he ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by Executive Order 10925, 11114, 11246, or the Secretary of Labor; that he ( ) has, ( ) has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract award. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

7. Certification of Nonsegregated Facilities. By signing this bid, the Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications

in his files; and that he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

8. The bidders hereby acknowledge receipt of Addendum Numbers \_\_\_\_\_, and declares that he has notified all sub-bidders of the existence of same.

NOTE:The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: \_\_\_\_\_, 20\_\_

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

Official Address:

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

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

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**



# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_\_\_\_\_ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

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

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |                        |                              |
|------------------------|------------------------------|
| [ ] Black Americans    | [ ] Asian Pacific Americans  |
| [ ] Hispanic Americans | [ ] Asian Indian Americans   |
| [ ] Native Americans   | [ ] Hasidic Jewish Americans |

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

**ATTACHMENT 3 - FORM OF BID BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we the undersigned, as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto Portsmouth Redevelopment and Housing Authority, hereinafter called the Authority, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated \_\_\_\_\_, 20\_\_, for \_\_\_\_\_; NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within ninety (90) days after the said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Authority in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this \_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

|       |                        |
|-------|------------------------|
| _____ | _____ (SEAL)           |
|       | (Individual Principal) |
| _____ | _____                  |
|       | (Business Address)     |
| _____ | _____ (SEAL)           |
|       | (Individual Principal) |
| _____ | _____                  |
|       | (Business Address)     |

Attest:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_

(Business Address)

By \_\_\_\_\_ Affix  
Corporate  
Seal

Attest:

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_

By \_\_\_\_\_ Affix  
Corporate  
Seal

(Power of attorney for person signing for Surety Company must be attached to bond.)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

\_\_\_\_\_  
Affix  
Corporate  
Seal

**ATTACHMENT 4 - PROPOSED SUBCONTRACTOR LIST**

**NOTICE TO BIDDERS:** Each bidder shall list below the subcontractors that will be used for this work. It should be understood that the same requirements which apply to the Bidder pertaining to insurance, bonding, affirmative action, wage rates, disablement, etc., shall apply to all subcontractors. The listing of subcontractors does not constitute approval, and the Bidder will still be required to formally request acceptance of the subcontractor(s) after entering into a contract with the Authority by submitting any forms that may be required including, but not necessarily limited to, Form HUD-5371 – Request for Acceptance of Subcontractor, and a Subcontractor Non-Collusive Affidavit.

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Trade: \_\_\_\_\_

Estimated % of Contract: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Worked with Sub Before? \_\_\_\_\_ Fax # \_\_\_\_\_

2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Trade: \_\_\_\_\_

Estimated % of Contract: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Worked with the Sub Before? \_\_\_\_\_ Fax # \_\_\_\_\_

3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Trade: \_\_\_\_\_

Estimated % of Contract: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Worked with the Sub Before? \_\_\_\_\_ Fax # \_\_\_\_\_

4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Trade: \_\_\_\_\_

Estimated % of Contract: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Worked with the Sub Before? \_\_\_\_\_ Fax # \_\_\_\_\_

5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Trade: \_\_\_\_\_

Estimated % of Contract: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Worked with Sub Before? \_\_\_\_\_ Fax # \_\_\_\_\_

**ATTACHMENT 5 - FORM OF NON-COLLUSIVE AFFIDAVIT**

**A F F I D A V I T**  
**(Prime Bidder)**

State of \_\_\_\_\_)ss.  
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 price, or of  
that of any other Bidder, or to secure any advantage against the Portsmouth  
Redevelopment and Housing Authority or any person interested in the proposed  
contract; and that all statements in said proposal or bid are true.

By \_\_\_\_\_

Title \_\_\_\_\_

(Affix Corporate Seal if required)

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

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Notary Seal Required)

**ATTACHMENT 5 - FORM OF NON-COLLUSIVE AFFIDAVIT**

**A F F I D A V I T**  
**(Subbidder)**

State of \_\_\_\_\_)ss.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn deposes and says:

That \_\_\_\_\_ he is \_\_\_\_\_ the party making a certain proposal or bid dated \_\_\_\_\_, to \_\_\_\_\_ for subcontract work in connection with \_\_\_\_\_ the \_\_\_\_\_ construction \_\_\_\_\_ of \_\_\_\_\_ HUD-aided \_\_\_\_\_, located in Portsmouth, Virginia, and the party proposed by said \_\_\_\_\_ as subcontractor for said work as a result of said bid, that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, or to fix any overhead, profit or cost element of said price, or of that of any other Bidder, or to secure any advantage against the Portsmouth Redevelopment and Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By \_\_\_\_\_

Title \_\_\_\_\_

(Affix Corporate Seal if required)

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

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Notary Seal Required)



**ATTACHMENT 6**

**MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION  
COMMITMENT FORM**

It is the policy of Portsmouth Redevelopment and Housing Authority to ensure that Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) are provided the maximum opportunity to participate in all contracts administered by PRHA. This requirement applies to all businesses performing as the prime contractor.

For the purpose of this commitment, a MBE is defined as “any legal entity other than a joint venture, organized to engage in commercial transactions, that is at least fifty-one (51) percent owned and controlled by one or more minority group members or, in the case of a publicly-owned business, at least fifty-one (51) percent of the stock is minority owned and controlled by minority group members. For the purpose of this commitment, “minority group members” are defined as citizens of the United States who are members of a socially or economically disadvantaged minority group, which includes African-Americans, Hispanic-Americans, Asian-Americans, Native-Americans and Pacific Islanders.

For the purpose of this commitment, a WBE is defined as a “business that is at least fifty-one (51) percent owned by a woman or women, who are U.S. citizens and who control or operate the business.

PRHA has not established a minimum threshold for participation of MBEs and WBEs; however, PRHA strongly encourages and affirmatively promotes the use of MBEs and WBEs in all PRHA contracts.

Please indicate the percentage of minority business participation for this project. This refers to the percentage of the total dollar value of the contract that will be subcontracted to minority firms. If a minority firm, indicate 100 percent.

\_\_\_\_\_ percent\*

Please indicate the percentage of women-owned business participation for this project. This refers to the percentage of the total dollar value of the contract that will be subcontracted to women-owned firms. If a women-owned firm, indicate 100 percent

\_\_\_\_\_ percent\*

\*PRHA will consider minority and women-owned participation in awarding this contract. And, as on all PRHA projects, PRHA reserves the right to approve or disapprove any subcontractor list.

To be considered a “minority business”, the business must be so certified by the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia. PRHA will provide assistance in the certification process.

**ATTACHMENT 6**

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the Responder to the commitment herein set forth.

\_\_\_\_\_  
Responder's Name

\_\_\_\_\_  
Name of Authorized Officer – printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Officer – signed

**Section 3 Utilization Tracker: Business Labor Hours**

U.S. Department of Housing and Urban Development  
Office of Field Policy and Management

OMB 2501-0040  
Expiration 04-30-2025 HUD  
Form 4737

Public reporting for this collection of information is estimated to average 5 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.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

**FORM A: Business Labor Hours Tracking**

Tracking of labor hours occurs throughout the project and is reported no later than the conclusion of the work for the identified business. This form is completed in conjunction with Form B for Section 3 Workers and Section 3 Targeted Workers labor hours. An alternative to this use of this form can be from a business or employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

| EXAMPLE   | Business Name                  | Non-Section 3 Business | Section 3 Business (must be verified by recipient/subrecipient before contract is executed) | Total number of Section 3 worker or Section 3 business labor hours worked | Total targeted Section 3 worker labor hours. (Of the total Section 3 worker labor hours reported list total labor hours from Targeted Section 3 workers) | Total number of labor hours worked from non-Section 3 and Section 3 workers/Section 3 businesses | Section 3 Benchmark non-Section 3 businesses calculate column E divided by column G |
|---|--------------------------------|------------------------|---|---|--|--|---|
| <b>A. Construction (HCD programs) or Capital Expenses (PHAs)</b><br><i>(Enter labor hours for all construction contracts or subcontracts in the project. Note Section 3 requirements do not apply to material supply contracts.)</i>              |                                |                        |   |   |  | All Section 3 businesses report total in column E  | All Section 3 business shall record 100% of total labor hours                       |
|   | Optimus General Contractor     | x                      |   | 50  | 25   | 500  | 10.0%   |
|   | 123 Excavation                 | x                      |   | 19  |  | 40   | 47.5%   |
|   | XYZ Concrete                   |                        | x   | 120   | 20   | 120  | 100.0%  |
|   | 76 Framers                     |                        | x   | 80  |  | 80   | 100.0%  |
| <b>B. Construction subtotal</b> (Add all amounts in column E to display a subtotal for column E; Add all amounts in column G to display subtotal of all labor hours in column G)  |                                |                        |   | 269   |  | 740  | 36.4%   |
| <b>C. Professional Services/Recipients</b><br>Professional Service/recipients Section 3 worker labor hours are only added to the total in column E <i>(Optional reporting, but is encouraged if it is Section 3 Business or Section 3 worker)</i> |                                |                        |   |   |  |  |   |
|   | Vision Land Surveying          |                        | x   | 10  |  |  | 100.0%  |
|   | 1+2 Engineering                | x                      |   |   |  |  |   |
|   | Accrued Accountants            | x                      |   | 20  |  |  | 100.0%  |
|   | City of Entitlement CDBG       | x                      |   |   |  |  |   |
|   | Helpful NGO Subrecipients LLC. | x                      |   | 10  |  |  | 100.0%  |
| <b>D. Professional Services/Recipient Subtotal</b> (Add all professional service/recipient hours reported in column E to display a subtotal for column E. This subtotal amount is added to the cumulative hours total in column E)                |                                |                        |   | 40  |  |  |   |
| <b>E. Cumulative Project Labor Hours</b>  |                                |                        |   | 309   |  | 740  | 41.8%   |
| <b>F. Benchmark met.</b>  |                                |                        |   |   |  |  |   |



|   |   |   |
|---|---|---|
| <b>Section 3 Employer Certification Form-Public Housing</b> | <b>U.S. Department of Housing and Urban Development</b><br><b>Office of Field Policy and Management</b> | <b>HUD FORM 4736B</b><br>OMB Approval Number 2501-0041<br>(Exp. 04/30/2025) |
|---|---|---|

*(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)*

Public reporting for this collection of information is estimated to average 0.5 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.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. XXXX-XXXX. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. This form is to be filled out by a representative of an employer of a Section 3 worker.

Please provide the following information about the business/employer:

Name of Business: \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

---

Please provide the following information about the worker/employee:

Printed Name of Worker: \_\_\_\_\_

---

Street Address (Not a PO Box)                      Apt#                      City                      State                      Zip

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

---

Please indicate which of the following is true for the worker listed above: (Select all that apply)

|  |                          |
|--|--------------------------|
| <input type="checkbox"/> Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis* | Income limit<br>\$55,450 |
| <input type="checkbox"/> Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)  |                          |

\*Currently or at the time of hire if hired within the past 5 years

---

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

|   |   |   |
|---|---|---|
| <b>Section 3 Worker Self-Certification Form- Public Housing</b> | <b>U.S. Department of Housing and Urban Development</b><br><b>Office of Field Policy and Management</b> | <b>HUD FORM 4736D</b><br>OMB Approval Number 2501-0041<br>(Exp. 04/30/2025) |
|---|---|---|

*(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)*

Public reporting for this collection of information is estimated to average 0.5 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.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. XXXX-XXXX. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification requirements. To qualify as a Section 3 worker, the United States legal resident's annual income must not exceed the HUD income limits for the year before the worker was hired, or, the individual's current income annualized on a full-time basis for the year must be below the HUD income limit. Additionally, an individual can qualify as a Section 3 worker if they are a YouthBuild participant or employee of a Section 3 Business concern.

Printed Name: \_\_\_\_\_

Street Address (Not a PO Box)                      Apt#                      City                      State                      Zip

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

To qualify as a Section 3 Worker, you must self-certify that you meet **one** of the following requirements **OR** have your employer certify that you are employed by a Section 3 Business concern:

|   |                          |
|---|--------------------------|
| <ul style="list-style-type: none"><li>• Income for the previous calendar year is below the income limit*</li><li>• A participant in a means-tested program such as public housing or Section 8-assisted housing</li><li>• A YouthBuild Participant*</li></ul> | Income limit<br>\$55,450 |
|---|--------------------------|

\*Currently or at the time of hire if hired within the past 5 years

I meet at least one of the requirements in the box above and therefore qualify to be counted as a Section 3 Worker under 24 CFR § 75.

---

If applicable, please indicate which requirement listed below you meet to be considered a Targeted Section 3 worker in the box below. If you do not meet any of these requirements or do not know if you meet any of the requirements listed below, you may leave this section blank.

|  |
|--|
| <p>___ A participant in a means-tested program such as public housing or Section 8-assisted housing</p> <p>___ A YouthBuild participant*</p> |
|--|

\*Currently or at the time of hire if hired within the past 5 years

In addition to qualifying as a Section 3 Worker, I meet at least **one** of the requirements in the box above and therefore qualify to be counted as a Targeted Section 3 Worker under 75 CFR § 75.

---

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT 8**

STATEMENT OF BIDDERS QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

1. Name of firm  
\_\_\_\_\_
2. Business address  
\_\_\_\_\_
3. When organized  
\_\_\_\_\_
4. Where incorporated  
\_\_\_\_\_
5. How many years have you engaged in the contracting business under your present firm or trading name?  
\_\_\_\_\_
6. Will you, upon request, fill out a detailed financial statement and provide this to PRHA? \_\_\_\_\_
7. Contracts now on hand, gross amount \$ \_\_\_\_\_
8. Experience and qualification of personnel to be assigned to this project. (Attach separate sheet)
9. Have you ever refused to sign a contract at your original proposal price? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach reason.
10. Have you ever defaulted on a contract? Yes \_\_\_ No \_\_\_\_  
If yes, please attach reason.
11. List of completed projects. Attach a separate sheet listing the following information on renovation projects completed within the past five years. It is not required to list more than ten (10) projects: Project location, name of owner, address, dollar value, brief description of project, and date completed.
12. The undersigned hereby authorizes and requests any person to furnish any information requested by the PRHA in verification of the recitals comprising this Statement of Offeror's Qualifications.
13. List your major equipment available for this Contract. Attach a separate sheet.

**ATTACHMENT 8**

14. Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

15. Contact E-Mail Address: \_\_\_\_\_

16. Company's Website: \_\_\_\_\_

\_\_\_\_\_  
Signature of Principle/Owner

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 9 - AUTHORIZATION FOR VERIFICATION OF REFERENCES**

The undersigned Bidder has submitted a proposal to the Portsmouth Redevelopment and Housing Authority (PRHA) in response to the IFB. The undersigned hereby authorizes and requests any and all persons, firms, corporations, and/or government entities to furnish any information requested by PRHA in verification of the references provided, for determination of the quality and timeliness of the services provided by Bidder, and all other legal purposes. A copy of this document, after execution by the Bidder, presented by PRHA to any such person, firm, corporation and/or government entity shall be as valid as the original.

---

Printed Name and Address of Bidder

---

Printed Name and Title of Authorized Representative or Official of Bidder

---

Signature of Authorized Representative or Official of Bidder

Date

PRHA CONFLICT OF INTEREST STATEMENT

*The terms "Contractor" or "Offeror" or "Bidder" shall have the same meaning, and shall refer to the selected firm(s) under the bid or proposal.*

**PART I. CONFLICT OF INTEREST**

1. Neither the Portsmouth Redevelopment and Housing Authority (PRHA) nor any of its subcontractors or their subcontractors may enter into any contract or arrangement in connection with a project in which any of the following classes of people has an interest, direct or indirect, during his or her tenure or for one year thereafter:
  - a. Any present or former member or officer of the governing body of PRHA or any member of the immediate family of such member or officer. There shall be excepted from this prohibition any present or former tenant commissioner who does not serve on the governing body of a resident corporation, and who otherwise does not occupy a policymaking position with the resident corporation, PRHA or a business entity.
  - b. Any employee of PRHA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner.
  - c. Any public official, member of the local governing body, or State or local legislator, or any member of such individual's immediate family, who exercises functions or responsibilities with respect to the project(s) or PRHA.
2. Any member of these classes of persons must disclose the member's interest or prospective interest to PRHA and the United States Department of Housing and Urban Development (HUD).
3. Any bidder/offeror who submits a proposal or bid in response to a PRHA solicitation must disclose in its proposal or bid, the interest, direct or indirect, of any member of these classes of persons in such bidder/offeror, and shall also make the disclosures required in Parts II and III below. "Offeror" as used in Parts II and III below, refers to bidders in sealed bidding, and offerors/responders in competitive proposals, and "offer" shall refer to bids and proposals.
4. For purposes of this section, the term, "immediate family member" means the spouse or domestic partner, mother, father, brother, sister, or child of a covered class member (whether related as a full blood relative, or as a "half" or "step" relative, e.g. a half-brother or stepchild).
5. No member of or delegate to the Congress of the United States of America or any representative of PRHA shall be admitted to any share or part of any contract or to any benefits which may arise from it.

**PART II. ORGANIZATIONAL CONFLICTS OF INTEREST NOTIFICATION**

1. It is PRHA's policy to avoid situations which place an offeror in a position where its judgment may be biased if awarded the contract because of any past, present, or currently planned interest, financial or otherwise, that the offeror may have which relates to the work to be performed pursuant to the proposed contract or where the Offeror receives an unfair competitive advantage in submitting a proposal or bid for the proposed contract, such as, for example, an offeror who submits a proposal or bid after acting as a consultant to PRHA in preparing the specifications or performing a study for the proposed contract. Such situations which may either impair the offeror's objectivity in performing the proposed contract work or result in an unfair competitive advantage to the offeror are considered organizational conflicts of interest.
  
2. Where an offeror is aware of, or has reason to be aware of an organizational conflict of interest, whether an actual or apparent conflict, the offeror shall provide a statement which describes in a concise manner all relevant facts concerning any past, present, or currently planned interest, financial, contractual, organizational, or otherwise, relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to:
  - a. being able to render impartial, technical sound, and objective assistance or advice, or
  - b. being given an unfair competitive advantage.
  
- 2.1. During the term of the contract resulting from this solicitation, the contractor and all principals and partners of any joint venture awarded a contract under this solicitation (collectively referred to herein as the "Contractor"), shall be prohibited from providing services for or on behalf of any person, firm or company, which is in a position that is adverse to the interests of PRHA. A position adverse to the interests of PRHA shall include, but not be limited to, a person, firm or company that has a claim for damages against PRHA in any judicial or administrative tribunal. Further, the contractor shall not engage any subcontractor for the performance of any services under the proposed contract if such subcontractor has, at any time within the twelve (12) consecutive month period preceding the commencement of its engagement with the contractor under the proposed contract, provided any services for or on behalf of any person, firm or company, which is in a position that is adverse to the interests of PRHA. The contractor shall insert and enforce a similar provision in its contract documents with each subcontractor. From time to time, during the term of the proposed contract PRHA may require (a) the contractor to submit a certification and affidavit as to the contractor's compliance with the terms of this subsection 2.1; and (b) the contractor to submit to PRHA a certification and affidavit from any or all subcontractors as to their compliance with such substantially similar provision as shall be enforced by the contractor. The contractor shall immediately terminate any subcontractor in violation of the terms of this subsection 2.1. Failure of the contractor to comply with the requirements of this subsection 2.1. , or to terminate immediately any subcontractor in violation of such provision, shall constitute a default under the proposed contract and grounds for termination of the contract for cause, without liability to PRHA.
  
3. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions of the organization and how that structure or system would avoid or mitigate such organizational conflict.

## ATTACHMENT 10

4. In the absence of any relevant interests referred to above, or any conflict of interest, financial, organizational, contractual or otherwise, offerors shall complete the certification in Part III below, titled Conflict of Interest Certification of Offeror.
5. No award shall be made until the disclosure or certification has been evaluated by the Contracting Officer. Failure to provide the disclosure or certification will be deemed to be a minor infraction and the offeror will be permitted to correct the omission within a time frame established by the Contracting Officer.
6. Refusal to provide the disclosure or certification and any additional information as required, or the willful nondisclosure or misrepresentation of any relevant information shall disqualify the offeror.
7. If the Contracting Officer determines that a potential conflict exists, the selected offeror shall not receive an award unless the conflict can be avoided or otherwise resolved as determined by the Contracting Officer.
8. In the event the Offeror is aware of an organizational conflict of interest and intentionally does not disclose the existence of such conflict to the Contracting Officer before the award of this contract, PRHA may terminate the contract for default.
9. The term "Affiliated Entities" shall include any parent, subsidiary, partner and/or joint venturer of or with the Offeror and any person or entity that shares in the profits of the Offeror or in the proceeds or profits resulting from the proposed contract. The Offeror shall not contract with any Affiliated Entity without obtaining PRHA's written approval of such contract. The Offeror shall disclose to PRHA all contracts that it has with any Affiliated Entities to provide goods, materials, equipment, supplies or services, of any nature or kind, with respect to the proposed contract.

### **PART III. CONFLICT OF INTEREST CERTIFICATION OF OFFEROR**

1. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, no member of the classes of persons listed in Part I above has an interest or prospective interest, direct or indirect, financial, contractual, organizational or otherwise, in the Offeror.
2. The Offeror certifies that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any actual or apparent organizational conflict of interest which is defined as a situation in which the nature of work to be performed under This proposed contract and the Offeror's organizational, financial, contractual or other interests may:
  - (a) Result in an unfair competitive advantage to the Offeror; or
  - (b) Impair the Offeror's objectivity in performing the contract work.

**ATTACHMENT 10**

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3. The Offeror agrees that if the contract is awarded to the Offeror, and after award it discovers an actual or apparent conflict of interest, financial, contractual, organizational or otherwise, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Offeror has taken or intends to take to eliminate or resolve the conflict. PRHA may, however, terminate the contract for the convenience of HUD and/or PRHA.
  
4. The Offeror agrees that if the contract is awarded to the Offeror, the terms of this conflict of interest clause and any necessary provisions to eliminate conflicts of interest shall be included in all subcontracts and consulting agreements resulting from the proposed contract.
  
5. In the absence of any interest in the Offeror held by any member of the classes of persons referred to above and in the absence of any actual or apparent conflict, I, hereby certify and affirm under penalties of perjury, that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of the proposed contract. The undersigned official certifies that he/she is authorized to sign this proposal form for the firm.

---

Printed Name and Title Of Authorized Official or Responder

---

Date

---

Signature of Authorized Official of Responder

---

Date

## ATTACHMENT 11

**Please complete a form for each contract for which you provided Construction and Repair Services in the last five (5) years**

### Experience Form

Project Name:

Project Address:

Type of Business (Commercial, Residential, etc.):

Services Provided:

Owner's Name:

Address:

Phone Number:

E-mail Address:

Contact:

Final or current Contract Amount:

Projected and Actual Completion Dates:

Project Description, i.e. Housing (Market, Tax Credit or Low-Income Income), Commercial, etc. and Scope of Work:



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

|   |  |   |
|---|--|---|
| <b>Print or type<br/>See Specific Instructions on page 2.</b> | Name (as shown on your income tax return)  |   |
|   | Business name/disregarded entity name, if different from above   |   |
|   | Check appropriate box for federal tax classification:<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____<br><br><input type="checkbox"/> Other (see instructions) ▶ _____ |   |
|   | <input type="checkbox"/> Exempt payee  |   |
|   | Address (number, street, and apt. or suite no.)  | Requester's name and address (optional) |
| City, state, and ZIP code                                     |  |   |
| List account number(s) here (optional)                        |  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number |  |  |  |  |  |  |  |  |  |
|------------------------|--|--|--|--|--|--|--|--|--|
|                        |  |  |  |  |  |  |  |  |  |

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number |  |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|--|
|                                |  |  |  |  |  |  |  |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

#### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . .  | THEN the payment is exempt for . . .                              |
|--|---|
| Interest and dividend payments   | All exempt payees except for 9                                    |
| Broker transactions  | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 5   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 7 <sup>2</sup>                 |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)<br>b. So-called trust account that is not a legal or valid trust under state law  | The grantor-trustee <sup>1</sup><br>The actual owner <sup>1</sup>                                       |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner <sup>3</sup>  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))   | The grantor*  |
| For this type of account:   | Give name and EIN of:   |
| 7. Disregarded entity not owned by an individual  | The owner   |
| 8. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553   | The corporation   |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization   | The organization  |
| 11. Partnership or multi-member LLC   | The partnership   |
| 12. A broker or registered nominee  | The broker or nominee   |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))   | The trust   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# Schedule of Materials Stored

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

OMB Approval No. 2577-0157  
(exp. 11/30/2023)

Public reporting burden for this collection of information is estimated to average 1.5 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

**Instructions:** This form is to be used to support the Periodic Estimate for Partial Payment (form HUD-51001). The contractor must prepare a separate schedule for his/her materials and for those of his/her subcontractors. Attach an original (or a copy ) to each copy of the Summary of Materials Stored (form HUD-51004). Enter all identifying data and list materials stored. The listing of materials stored must correspond to the arrangement established on the Schedule of Contract Payments (form HUD-51000) and each item will be keyed by corresponding item number. This form must be signed as noted.

|                               |  |   |
|-------------------------------|--|---|
| Name of Public Housing Agency | Supporting Periodic Estimate<br>for Partial Payment Number | Period<br>From (mm/dd/yyyy) To (mm/dd/yyyy) |
|-------------------------------|--|---|

|                              |                |
|------------------------------|----------------|
| Name and Location of Project | Project Number |
|------------------------------|----------------|

|                            |                 |
|----------------------------|-----------------|
| Name of General Contractor | Contract Number |
|----------------------------|-----------------|

|                       |                    |
|-----------------------|--------------------|
| Name of Subcontractor | Subcontract Number |
|-----------------------|--------------------|

| Item Number* | Description and Quality | Quantity | Unit of Measure | Unit Price at Site | Total Price |
|--------------|-------------------------|----------|-----------------|--------------------|-------------|
|--------------|-------------------------|----------|-----------------|--------------------|-------------|

|                               |           |
|-------------------------------|-----------|
| <b>Amount Carried Forward</b> | <b>\$</b> |
|-------------------------------|-----------|

| Item Number* | Description and Quality | Quantity | Unit of Measure | Unit Price at Site | Total Price |
|--------------|-------------------------|----------|-----------------|--------------------|-------------|
|              |                         |          |                 |                    |             |

|   |           |
|---|-----------|
| <b>Total Amount or Amount Carried Forward</b> | <b>\$</b> |
|---|-----------|

|   |                   |                                     |                   |
|---|-------------------|-------------------------------------|-------------------|
| Prepared by (Contractor's Representative) | Date (mm/dd/yyyy) | Checked by (Owner's Representative) | Date (mm/dd/yyyy) |
|---|-------------------|-------------------------------------|-------------------|

I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

As identified in Schedule of Amounts for Contract Payments, form HUD-51000.

**Previous Editions are Obsolete**

form **HUD-51003** (1/2014)

# Summary of Materials Stored

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

OMB Approval No. 2577-0157  
(exp. 11/30/2023)

Public reporting burden for this collection of information is estimated to average 2.5 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. This information is collected under the authority of Section 6(c) of the U.S Housing Act of 1937 and HUD regulations. HAs are responsible for contract administration to ensure that the work for project development is done in accordance with State laws and HUD requirements. The contractor/subcontractor reports provide details and summaries on payments, change orders, and schedule of materials stored for the project. The information will be used to ensure that the total development costs, identified in the ACC, are kept as low as possible and consistent with HUD construction requirements. Responses to the collection are necessary to obtain a benefit. The information requested does not lend itself to confidentiality.

**Instructions:** This form is for the Contractor to summarize the value of materials stored at the site (as shown on the schedule, form HUD-51003). Use a separate line for the contractor and each of his/her subcontractors. Prepare an original and one copy, attach form HUD-51003, and send to the Public Housing Agency with the Periodic Estimate for Partial Payment, form HUD-51001. **Payment Value.** No more than 90 percent of the estimated value of the stored materials will be allowed, and only the net amount will be carried to line 13 on the back of the Periodic Estimate for Partial Payment, form HUD-51001. **Signatures.** This form must be signed by those employees of the contractor and of the Public Housing Agency who prepare and check the Schedule of Materials Stored, form HUD-51003.

|                               |   |                          |                 |
|-------------------------------|---|--------------------------|-----------------|
| Name of Public Housing Agency | Supporting Periodic Estimate for Partial Payment Number | Period From (mm/dd/yyyy) | To (mm/dd/yyyy) |
|-------------------------------|---|--------------------------|-----------------|

|                     |                |
|---------------------|----------------|
| Location of Project | Project Number |
|---------------------|----------------|

|                            |                 |
|----------------------------|-----------------|
| Name of General Contractor | Contract Number |
|----------------------------|-----------------|

| Name of General Contractor or Subcontractor | Amounts |
|---|---------|
| General Contractor                          | \$      |

|                |    |
|----------------|----|
| Subcontractors | \$ |
|----------------|----|

|  |                 |    |
|--|-----------------|----|
|  | <b>Total</b>    | \$ |
|  | <b>Less 10%</b> | \$ |
|  | <b>Net</b>      | \$ |

|             |                   |            |                   |
|-------------|-------------------|------------|-------------------|
| Prepared by | Date (mm/dd/yyyy) | Checked by | Date (mm/dd/yyyy) |
|-------------|-------------------|------------|-------------------|

I certify that I or my authorized representatives have examined and checked in detail the invoices representing the cost of materials set forth in appended "Schedule of Materials Stored", form HUD-51003, dated (mm/dd/yyyy) \_\_\_\_\_ submitted by \_\_\_\_\_ consisting of \_\_\_\_\_ sheets with an indicated cost of \$ \_\_\_\_\_, and find that the net unit prices set forth in the schedule are the same or less than the invoices examined, and that such materials were suitably stored at the site of the development as of (date)(mm/dd/yyyy) \_\_\_\_\_.

|               |                                |       |                   |
|---------------|--------------------------------|-------|-------------------|
| Name of Owner | By (Authorized Representative) | Title | Date (mm/dd/yyyy) |
|---------------|--------------------------------|-------|-------------------|

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

**CONTRACT**  
**UNIT REPAIR – 58 DALE DRIVE**

**THIS AGREEMENT** made this day of in the year Two Thousand and Twenty- by, a corporation organized and existing under the laws of the Commonwealth of Virginia, hereinafter referred to as the "Contractor" and the Portsmouth Redevelopment and Housing Authority, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "Authority".

**WITNESSETH**, that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

**ARTICLE 1. STATEMENT OF WORK.** The Contractor shall furnish all supervision, labor, materials, equipment, approvals and services and complete all work required for the repairs of 58 Dale Drive. All work must be completed in strict accordance with IFB 2023-07 entitled "Unit Repairs – 58 Dale Drive", dated November 30, 2023; which said contract documents are incorporated herein by reference and made a part hereof.

The Contractor shall perform any and all work in a good and workmanlike manner, consistent with all applicable professional standards, Federal or state law or regulations and such other standards or requirements as the Authority may request. Whenever work may require the approval of any government agency, the Contractor shall be responsible for obtaining all required approvals prior to commencing work and/or upon completion of the work. If the Contractor is providing oversight or supervision of a project, the Contractor shall be responsible for ensuring that any entity performing the work complies with all applicable requirements and obtains all required approvals from government entities for commencement and completion of the work. The Contractor represents and warrants to Authority that any material removed from the site shall be disposed of in accordance with all applicable laws and regulations, and Contractor shall provide such certifications as to disposal as Authority may require in its sole discretion.

Contractor shall save and hold harmless the Authority, its Commissioners, officers, employees, servants, agents and other contractors, from and against any and all claims, damages, costs, fines, fees and/or expenses resulting, directly or indirectly, from the breach of the aforesaid representation and warranty and/or any improper disposal of material removed from the site

The Contractor recognizes that, pursuant to the terms of the IFB, that this Contract shall not be deemed to give the Contractor the exclusive right to perform all fencing for the Authority.

**ARTICLE 2. CONTRACT PRICE.** Subject to the terms and conditions hereof, the Authority shall pay the Contractor for the performance of satisfactory work under this Contract approved by the Authority, in current funds, the rates specified in the "Bid" dated. Provided however, that the total amount paid by Authority hereunder shall not exceed.

The Authority will make progress payments to the Contractor within thirty (30) days from submittal of periodic estimate for partial payment and will pay for; work in place found acceptable by the Authority at its sole discretion, material required by the Contract Documents delivered to and properly stored on the site, and preparatory work completed to the sole satisfaction of the Authority.

In making such progress payments, the Authority shall retain 10% of each progress payment amount until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the Authority may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the Authority shall reinstate the ten (10) percent retainage until such time as the Contracting Officer determines that

performance and progress are satisfactory.

**ARTICLE 3. COMPLETION DATE.** The Contractor shall complete the Project within 60 calendar days from the date of the Notice to Proceed. Actual start and completion dates will be determined based on the Notice to Proceed issued by the Authority.

At all times, Contractor and its employees performing work hereunder shall remain in good standing with all applicable governmental and/or professional licensing requirements. Any failure so to do shall be grounds for immediate termination of this Contract by the Authority.

**ARTICLE 4. CONTRACT DOCUMENTS.** This Contract shall consist of the following component parts:

- a. This Instrument
- b. Signed Bid and Bid Bond
- c. IFB 2023-07 "Unit Repairs – 58 Dale Drive", including without limitation HUD-5370 General Conditions (Construction), Special Conditions and other attachments and addendums
- d. Dale1 - 58 Dale Drive Scope of Work
- e. Recording of Pre-construction Conference
- f. Construction Progress Schedule
- g. Resolution

This Instrument together with the other documents enumerated in this Article 4, which said documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of a component part conflicts with another component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

**ARTICLE 5. SUBCONTRACTORS.** Any subcontract entered into by Contractor for work hereunder is subject to prior approval by Authority. Without limitation, Contractor shall ensure that any contract entered into by and between Contractor and a subcontractor to perform work hereunder requires the subcontractor to comply, as applicable, with Sections 41, 42 and 43 (conflict of interest), 46 (Labor Standards-Davis-Bacon) and 39 (equal employment), and, if determined applicable by PRHA, 40 (section 3) of HUD Form 5370-General Conditions (Construction). Contractor shall further ensure that no subcontractor has been debarred by HUD or otherwise barred from working on federally-funded programs or projects.

**ARTICLE 6. LIQUIDATED DAMAGES.** In that any damages sustained by the Authority, in case of a wrongful breach of the Contractor of Article 3 hereof, would be difficult, if not impossible to determine, it is mutually agreed that in case this Article 3 of this Contract is wrongfully breached by the Contractor, One Hundred Twenty-Five Dollars (\$125.00) shall be the liquidated damages, and not a penalty, which sum shall be due the Authority for each day the Contract remains breached. Provided that Authority acknowledges that, as stated in Article 3 hereof, no such liquidated damages shall commence to accrue until after 45 calendar days from the Notice to Proceed (or such later date as may be provided based upon the following sentence or the force majeure clause of Article 13 hereof).

**ARTICLE 7. HOLD HARMLESS.** As to all matters of liability related to or arising out of this Contract, Contractor shall agree to indemnify and hold harmless the Authority, its Commissioners, officers, employees, servants, official, agents and other contractors from and against any and all liability, claims, damages, costs, fines, fees, losses and other expenses including reasonable attorney's fees and litigation expenses, suffered by any indemnified party or entity as a result of any claim to the extent it is found to have been caused by the acts, errors, or omissions, non-performance or misperformance of Contractor



and/or its officers, employees, agents, servants or contractors.

**ARTICLE 8. TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination.

**ARTICLE 9. TERMINATION OF CONTRACT FOR CONVENIENCE.** Independent of Article 7, the Authority reserves the right to terminate this contract in whole, or from time to time in part, for the Authority's convenience. In the event of termination of this Contract for convenience, the rights and obligations of the parties shall be governed by the applicable provisions of HUD Form 5370-General Conditions for Construction Contracts.

**ARTICLE 10. NON-ASSIGNMENT.** This Contract shall not be assigned except with the prior written approval of the Authority.

**ARTICLE 11. APPLICABLE LAW/VENUE.** This Contract shall be governed by the regulations of the U.S. Department of Housing and Urban Development and the laws of the Commonwealth of Virginia.

Any and all suits for any claims or for any and every breach or dispute arising out of the Contact shall be maintained in the appropriate court of competent jurisdiction in the City of Portsmouth, or the United States District Court for the Eastern District of Virginia, Norfolk Division.

**ARTICLE 12. ASSIGNS/SUCCESSORS.** This Agreement shall be binding upon all assigns approved by the Authority, and successors of both parties hereto.

**ARTICLE 13. FORCE MAJEURE.** If the Contractor is unable to perform or is delayed in the performance of its obligations due to acts of God, natural weather disasters, fire, explosion, flood, war, civil disturbance, terrorism, or any other cause which is not reasonably foreseeable and which is beyond that Contractor's control, then provided that Contractor shall have delivered written notice to the Authority of the cause of the nonperformance within five (5) working days of the initiation of the delay, then such nonperformance shall not be an event of default under this Agreement and the performance shall be resumed at the earliest practicable time after cessation of such interruption. If notice is provided within the manner and timeframe set forth herein, the time for the performance of the obligations hereunder shall be extended for the period of the forced delay.

**ARTICLE 14. IMMIGRATION CLAUSE.** Contractor agrees that it does not currently, and shall not during the performance of this contract, knowingly, employ an unauthorized alien, as defined in the federal Immigration Reform and Control Act of 1986.

**ARTICLE 15. OWNERSHIP OF DOCUMENTS.** Neither Party shall have the right to use, in any manner, the name, logos, trademarks, trade names, service marks, or other marks of the other without prior written consent from the other Party. If consent is given, use shall be limited to the time and manner expressly granted in writing by the Party.

**ARTICLE 16. DRUG-FREE WORKPLACE**

All public bodies shall include in every contract over \$10,000 the following provisions:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor

that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**ARTICLE 17. FOREIGN AND DOMESTIC BUSINESSES-AUTHORITY TO TRANSACT BUSINESS IN THE COMMONWEALTH.** Contractor, whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity and shall provide proof thereof. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Contract. Failure by the Contractor to remain in compliance with the provisions of this section shall be deemed a material breach of this Contract.

**ARTICLE 18. SEVERABILITY.** If any part, term, or provision of this Contract, shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of the contract document shall not affect the validity or any other provision or portion of the contract document.

**ARTICLE 19. MODIFICATION.** There may be no modification of this Contract, except in writing, executed by the authorized representatives of the Authority and Contractor.

**ARTICLE 20. EXTENT OF AGREEMENT.** This Contract represents the entire and integrated Contract between the Authority and the contractor and supersedes all prior negotiations, representations or Agreements either written or oral.

**ARTICLE 21. NOTICE.** Any notice required hereunder shall be in writing and may be provided by facsimile, electronic mail, certified or regular mail, or by means of a nationally-recognized overnight delivery service. Any said notice shall be deemed effective (a) upon receipt of a fax confirmation sheet by the faxing party if sent by fax; (b) upon receipt if delivered by electronic mail; or (c) upon delivery to the address set forth below if sent by certified or regular mail or an overnight delivery service. Actual receipt of notice shall constitute a waiver of any failure to comply with formal notice requirements hereunder. Notice information may be changed by either party upon notice to the other. The initial notice information for each party is as follows:

If to Authority:

Portsmouth Redevelopment and Housing Authority  
3116 South Street  
Portsmouth, VA 23707  
Attn: Delores Adams  
Facsimile: (757) 399-8697  
Email: [dadams@prha.org](mailto:dadams@prha.org), cc: [lblow@prha.org](mailto:lblow@prha.org)

If to Contractor:

Name.  
Address  
City, State Zip  
Attn:  
Facsimile:  
Email:

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto have caused This Instrument to be executed via DocuSign as of the day and year first above written.

**ATTEST:**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Business Address:

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, State) (Zip Code)

**PORTSMOUTH REDEVELOPMENT  
AND HOUSING AUTHORITY**

By \_\_\_\_\_

Title Executive Director

Date \_\_\_\_\_

Business Address:  
3116 South Street  
Portsmouth, Virginia 23707

(Corporate Seal)

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

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

#### **9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)**

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

#### **10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[ ] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[ ] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[ ] (3) a 20 percent cash escrow;

[ ] (4) a 25 percent irrevocable letter of credit; or,

[ ] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

#### **11. Preconstruction Conference (applicable to construction contracts)**

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

#### **12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)**

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including



corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

"General Decision Number: VA20240142 01/05/2024

Superseded General Decision Number: VA20230142

State: Virginia

Construction Type: Residential

County: Portsmouth\* County in Virginia.

\*INDEPENDENT CITY

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|  |   |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>  |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date

0

01/05/2024

ELEV0052-004 01/01/2023

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 47.72 | 37.335+a+b |

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATIONS: 6% men under 5 years based on regular hourly rate and 8% men over 5 years based on regular hourly rate for all hours worked.

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 ENGI0147-012 05/01/2022

|  | Rates    | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR<br>Cranes 90 tons & over<br>capacity; Tower & Climbing<br>Cranes with Controls 100<br>ft. above ground..... | \$ 34.17 | 15.21   |
| Cranes under 90 tons.....  | \$ 33.26 | 15.12   |

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 SUVA2012-020 08/08/2014

|  | Rates       | Fringes |
|--|-------------|---------|
| BRICKLAYER.....                                  | \$ 18.89    | 0.00    |
| CARPENTER.....                                   | \$ 14.07 ** | 0.00    |
| CEMENT MASON/CONCRETE FINISHER...                | \$ 15.53 ** | 0.00    |
| DRYWALL FINISHER/TAPER.....                      | \$ 14.00 ** | 0.00    |
| DRYWALL HANGER AND METAL STUD<br>INSTALLER.....  | \$ 13.79 ** | 0.00    |
| ELECTRICIAN, Includes Low<br>Voltage Wiring..... | \$ 15.75 ** | 0.00    |
| FLOOR LAYER: Carpet.....                         | \$ 17.42    | 0.00    |
| IRONWORKER, ORNAMENTAL.....                      | \$ 15.59 ** | 0.00    |
| IRONWORKER, STRUCTURAL.....                      | \$ 21.55    | 1.39    |
| LABORER: Common or General.....                  | \$ 10.48 ** | 0.00    |
| LABORER: Landscape.....                          | \$ 11.70 ** | 0.00    |
| LABORER: Mason Tender - Brick...                 | \$ 13.69 ** | 0.00    |
| LABORER: Mason Tender -<br>Cement/Concrete.....  | \$ 12.62 ** | 0.00    |
| LABORER: Pipelayer.....                          | \$ 14.04 ** | 2.66    |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....     | \$ 16.31 ** | 4.46    |

|   |             |      |
|---|-------------|------|
| OPERATOR: Bobcat/Skid Steer/Skid Loader.....                      | \$ 15.26 ** | 0.80 |
| OPERATOR: Bulldozer.....  | \$ 15.17 ** | 2.27 |
| OPERATOR: Loader.....   | \$ 15.21 ** | 2.77 |
| PAINTER (Brush and Roller).....                                   | \$ 10.97 ** | 0.00 |
| PLUMBER.....  | \$ 16.60 ** | 0.00 |
| ROOFER.....   | \$ 11.75 ** | 0.00 |
| SHEET METAL WORKER, Includes HVAC Duct and Unit Installation..... | \$ 14.94 ** | 0.00 |
| SPRINKLER FITTER (Fire Sprinklers).....                           | \$ 17.78    | 0.00 |
| TRUCK DRIVER: Dump Truck.....                                     | \$ 16.30 ** | 0.00 |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 \*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

-----  
WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION"

"General Decision Number: VA20230142 01/13/2023

Superseded General Decision Number: VA20220142

State: Virginia

Construction Type: Residential

County: Portsmouth\* County in Virginia.

\*INDEPENDENT CITY

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

|  |   |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>  |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul> |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date

0 01/06/2023  
 1 01/13/2023

\* ELEV0052-004 01/01/2023

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 47.72 | 37.335+a+b |

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day and Christmas Day.

b. VACATIONS: 6% men under 5 years based on regular hourly rate and 8% men over 5 years based on regular hourly rate for all hours worked.

-----  
 ENGI0147-012 05/01/2022

|  | Rates    | Fringes |
|--|----------|---------|
| POWER EQUIPMENT OPERATOR<br>Cranes 90 tons & over<br>capacity; Tower & Climbing<br>Cranes with Controls 100<br>ft. above ground..... | \$ 34.17 | 15.21   |
| Cranes under 90 tons.....  | \$ 33.26 | 15.12   |

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 \* SUVA2012-020 08/08/2014

|  | Rates       | Fringes |
|--|-------------|---------|
| BRICKLAYER.....                                  | \$ 18.89    | 0.00    |
| CARPENTER.....                                   | \$ 14.07 ** | 0.00    |
| CEMENT MASON/CONCRETE FINISHER...                | \$ 15.53 ** | 0.00    |
| DRYWALL FINISHER/TAPER.....                      | \$ 14.00 ** | 0.00    |
| DRYWALL HANGER AND METAL STUD<br>INSTALLER.....  | \$ 13.79 ** | 0.00    |
| ELECTRICIAN, Includes Low<br>Voltage Wiring..... | \$ 15.75 ** | 0.00    |
| FLOOR LAYER: Carpet.....                         | \$ 17.42    | 0.00    |
| IRONWORKER, ORNAMENTAL.....                      | \$ 15.59 ** | 0.00    |
| IRONWORKER, STRUCTURAL.....                      | \$ 21.55    | 1.39    |
| LABORER: Common or General.....                  | \$ 10.48 ** | 0.00    |
| LABORER: Landscape.....                          | \$ 11.70 ** | 0.00    |
| LABORER: Mason Tender - Brick...                 | \$ 13.69 ** | 0.00    |
| LABORER: Mason Tender -<br>Cement/Concrete.....  | \$ 12.62 ** | 0.00    |
| LABORER: Pipelayer.....                          | \$ 14.04 ** | 2.66    |

OPERATOR:



|   |             |      |
|---|-------------|------|
| Backhoe/Excavator/Trackhoe.....                                   | \$ 16.31    | 4.46 |
| OPERATOR: Bobcat/Skid Steer/Skid Loader.....                      | \$ 15.26 ** | 0.80 |
| OPERATOR: Bulldozer.....  | \$ 15.17 ** | 2.27 |
| OPERATOR: Loader.....   | \$ 15.21 ** | 2.77 |
| PAINTER (Brush and Roller).....                                   | \$ 10.97 ** | 0.00 |
| PLUMBER.....  | \$ 16.60    | 0.00 |
| ROOFER.....   | \$ 11.75 ** | 0.00 |
| SHEET METAL WORKER, Includes HVAC Duct and Unit Installation..... | \$ 14.94 ** | 0.00 |
| SPRINKLER FITTER (Fire Sprinklers).....                           | \$ 17.78    | 0.00 |
| TRUCK DRIVER: Dump Truck.....                                     | \$ 16.30    | 0.00 |

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

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-----  
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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISIO"

**FORM OF PERFORMANCE AND PAYMENT BOND**

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN, that we \_\_\_\_\_ as  
Principal, and \_\_\_\_\_ as Surety, or  
Sureties, are held and firmly bound unto the Portsmouth Redevelopment and Housing  
Authority, as Owner, in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment  
thereof, the Principal and the Surety or Sureties bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of written agreement dated \_\_\_\_\_,  
20\_\_\_\_, entered into a contract with the Owner  
for \_\_\_\_\_

\_\_\_\_\_,  
which agreement is by reference thereto hereby expressly made a part of this bond.

NOW, THEREFORE, the conditions of this obligation is such that if the Principal shall  
faithfully perform the contract on his part in strict conformity with the plans, specifications  
and conditions for the same and shall fully indemnify and save harmless the Owner from  
all cost and damage which he may suffer by reason of failure to do so, and shall fully  
reimburse and repay the Owner all outlay and expense which the Owner may incur in  
making good any such default, and shall pay all persons who have and fulfill contracts  
which are directly with the Principal for performing labor or furnishing materials in the  
prosecution of the work provided for in said agreement, then this obligation shall be null  
and void; otherwise, it shall remain in full force and effect.

PROVIDED that any alterations which may be made in the terms of the contract or in the  
work to be done under it or the giving by the Owner of any extension of time for the  
performance of the contract or any other forbearance on the part of either the Owner or the  
Principal to the other shall not in any way release the Principal and the Surety or Sureties,  
or either or any of them, their heirs, executors, administrators, successors or assigns for  
their liability hereunder, notice to the Surety or Sureties of any such alterations, extension  
or forbearance being hereby waived.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESS:

\_\_\_\_\_ (SEAL)

Principal

\_\_\_\_\_

COUNTERSIGNED BY:

\_\_\_\_\_ (SEAL)

Surety

\_\_\_\_\_ By

\_\_\_\_\_

The rate of premium on this bond is \$\_\_\_\_\_ per thousand. The total amount of premium charged is \$\_\_\_\_\_. (The foregoing is to be filled in by the surety company, and the power-of attorney for person signing for Surety Company must be attached.)

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am  
\_\_\_\_\_ Secretary of the Corporation names as Principal in the  
within bond, that \_\_\_\_\_, who signed the said bond on behalf of the Principal  
was then \_\_\_\_\_ of said Corporation; that I know his signature, and his  
signature thereto is genuine; and that said bond was duly signed, sealed and attested to for and in  
behalf of said Corporation by authority of its governing body.

Affix  
\_\_\_\_\_ Corporate  
Seal

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

**Applicability. This form is applicable to any  
construction/development contract greater than \$250,000.**

Public reporting burden for this collection of information is estimated to average 1.0 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Terms and Conditions (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "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 PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result 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 PHA, 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.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times 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 PHA 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.
- (h) 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.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.



- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

The PHA 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 PHA 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 PHA employees

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

of the work, and that it has investigated and satisfied itself

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 6. Construction Progress

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) 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.

#### 7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. 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 PHA, as well as from the drawings and specifications made a part of this contract. 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 PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA 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.

## 8. Differing Site Conditions

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the

Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown" "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".

(d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 11. Material and Workmanship

- (a) 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, 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.
- (b) Approval of equipment and materials.
- (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also 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 in triplicate, 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 PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) 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 on the basis of 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) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer.

Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (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 PHA 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.

### 13. Health, Safety, and Accident Prevention

(a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. 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 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

(d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

(a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) 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 PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.

(b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels **Construction** when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA 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 PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) 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.

## 17. Temporary Buildings and Transportation of Materials

- (a) 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 PHA. 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.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

## 18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

## 19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

## 20. Inspection and Acceptance of

- (a) Definitions. As used in this clause -
- (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
- (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
- (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate 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 PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) 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 PHA 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 PHA 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.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA 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.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA 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.
- (i) If any work requiring inspection is covered up without approval of the PHA, 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 **Construction PHA** 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.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA 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 PHA 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 PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA 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 PHA'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 PHA 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.

## 22. 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.

## 23. Warranty of

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, 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 year unless otherwise indicated) from the date of final acceptance of the work. If the PHA 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 PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) 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.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

**24. Prohibition Against Liens**

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

**Administrative Requirements**

**25. Contract Period**

this contract within \_\_\_\_\_ calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

**26. Order of Provisions**

accordance with the terms and conditions of the

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

**27. Payments**

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA 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 PHA 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 in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved submitted not later than \_\_\_\_\_ days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in subcontract.

**Name:**

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) 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 PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, 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 PHA 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 PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA 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 PHA 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.
- (j) 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.
- (k) The PHA 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 PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. 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 PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 29. 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 work;
  - (3) PHA-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 a 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 PHA 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 must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) 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:



- (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 allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

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

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) 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.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA'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.
- (f) 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.

### 32. 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 PHA 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 PHA resulting from the **Convenience** 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 PHA 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 (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; 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 PHA.

### 33. 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 PHA as liquidated damages, the sum of \$ \_\_\_\_\_ [Contracting Officer insert amount] 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 PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA 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 PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. Termination for

- (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 PHA. Any such termination shall be effected 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 effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA 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 PHA 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 PHA 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 PHA; 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.

### 35. 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 PHA 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.

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA 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 \$ \_\_\_\_\_ [Contracting Officer insert amount]

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 "claims 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 \$ \_\_\_\_\_

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) 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.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship

(c) The Contractor/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor/Seller shall permit

access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

#### **40. 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 75, 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 75 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 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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#### 41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

#### 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

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

#### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of **Acts** Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

#### 45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

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

(2) (i) Any class of laborers or mechanics, including

helpers, 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 all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) 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, Employee Standards Administration, U.S. Department of Labor, Washington, DC 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.
- (iii) 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 of the Wage and Hour Division 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.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) 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.
- (4) 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.

- (b) Withholding of funds. 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 in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, 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.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. 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 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.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer 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 subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) 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:

- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
  - (B) 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; and
  - (C) 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.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) 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 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, 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, 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.

- (d) (1) 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 and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, 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 OATELS 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 in this paragraph, 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 journeyman 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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, 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.
- (2) 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 in 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 in 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 in the wage determination for the classification of 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 in 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.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) 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.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause 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 the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
  - (1) 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 contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. 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, including watchmen and guards, 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 provisions set forth in subparagraph (j)(1) of this clause, 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 provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$27 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 provisions set forth in subparagraph (j)(1) of this clause. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
  - (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 Federal contract with the same prime Contractor, 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 provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.



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47. Non-Federal Prevailing Wage Rates

(a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

(1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;

(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

( ) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

## **SPECIAL CONDITIONS**

### 1. **QUALIFICATIONS**

Contractor must have substantial experience with projects of the size and scope of that described in these bid documents.

### 2. **WITHDRAWAL OF BID DUE TO ERROR**

A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

### 3. **PROJECT SITE**

The project site is located within the City of Portsmouth at 58 Dale Drive, Portsmouth, Virginia 23704.

### 4. **QUALITY CONTROL**

a. Whenever a specifically named Code or Standard is referenced in the Contract Documents, it shall be understood to mean the latest revision of said Code or Standard as amended to date of Notice to Proceed to the Contractor.

b. The Contract Documents require that materials and workmanship meet or exceed the specifically named Code or Standard, and it shall be the Contractor's responsibility to provide materials and workmanship which meet or exceed the specifically named Code or Standard.

c. It shall be the Contractor's responsibility to deliver to the PRHA proof that the materials or workmanship, or both, meet or exceed the requirements of the specifically named Code or Standard, when required by the Contract Documents or by written request from the PRHA.

d. Submittals of the required proof shall be in the form specified in the General and Supplemental Conditions.



5. TIME OF COMPLETION

a. The work required under the base bid of this Contract shall commence at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within 60 calendar days from the date of the Notice to Proceed.

b. The Contractor may be granted an extension of time in the event delays in delivery of equipment and/or materials prevent completion as specified, and where, in the opinion of the Owner and the Owner's option, every reasonable effort has been exerted to expedite deliveries. Refer to HUD 5370, Paragraph 29 and/or Paragraph 32.

6. LIQUIDATED DAMAGES

The Contractor and his sureties shall be liable for and shall pay the Owner the sum of **ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) per day**, as fixed, agreed and liquidated damages for each calendar day beyond the stipulated time for completion until the work is fully completed in accordance with the Contract Documents.

7. INSPECTION BY HUD

The U. S. Department of Housing and Urban Development reserves the right to make inspections during the work placement, when substantially complete or complete and/or after the work has been in operational use to determine whether the work and products incorporated into such conform to contract requirements.

8. COMMUNICATIONS

a. The Contractor shall communicate directly with the Contracting Officer of the Authority on all matters, as set forth in the General Conditions. In this connection, any final instructions and/or approvals shall be given by the Contracting Officer.

b. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

c. Any notice to or demand upon the Contractor shall be sufficiently given or delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he may from time to time designate in writing to the Authority, or deposited in the United States Mail in a sealed, postage prepaid envelope addressed to such office.

d. All papers required to be delivered to the Authority shall, unless otherwise specified in writing to the Contractor, be delivered to the Modernization Office at the address stated on the signature page of the Contract; and any notice to or demand upon the Authority shall be sufficiently given if so delivered, or deposited in the United States Mail in a sealed prepaid envelope.

e. Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of



post.

9. CERTIFIED PAYROLLS

a. Certified Weekly Payroll Listings showing individual employee pay amounts and identification numbers, for each Subcontractor and the Contractor shall be certified/signed by the individual appointed in the "**Certificate From Contractor Appointing Officer or Employee to Supervise Payment of Employees**" and submitted weekly.

b. Minimum Wage Rates required by this Contract are provided and are attached to DOL standards promulgated under Department of Labor 29 CFR, Part 5 (HUD 4010 - Federal Labor Standards Provisions) Section 01003.

10 ON-SITE STORAGE

a. The Contractor, within 10 days of the receipt of the Notice to Proceed, shall meet with representatives of the Authority to discuss, the extent of on-site storage. If required for the proper execution of the work, the Contractor shall suggest a location within the proper boundaries of the project site for the location of the compound.

b. The Contractor shall maintain full responsibility for the security and safety of this area during and after normal working hours.

c. If payment of materials stored on site or bonded warehouse is requested, HUD Form 51004, Summary of Materials Stored, must be completed and submitted with the Periodical Estimate for Partial Payment. A copy of the invoice for the materials must be attached and upon the Contracting Officer verifying quantities and invoice authenticity payment in the amount of 90% of the invoice value will be authorized for payment. Payment for materials stored will not be applicable if the materials are stored at a supplier and/or the Contractors personal facilities, warehouse, supply yard, etc.

11. TEMPORARY FACILITIES

a. Provide and maintain barricades, fences or other devices for public protection and security where directed or as required by local city and state ordinances or safety considerations.

b. Provide protective guards to ends of exposed reinforcing bars during construction.

c. Provide all scaffolding and protective devices required for the performance of the work in a manner that will not endanger or restrict the use of the buildings.

d. Upon completion of the project, or as directed by the Authority, the Contractor shall remove all temporary structures or facilities from the site and leave the premises in the condition required by the Authority.



12. COORDINATION

The Contractor shall coordinate construction with the Authority.

13. CONSTRUCTION SCHEDULES

a. The Contractor shall submit a Construction Progress Schedule in accordance with General Conditions. These Schedules shall indicate the sequence of work the Contractor plans in order to complete the Contract within the specified completion period.

b. Upon review and acceptance of the Schedule by the Contracting Officer it shall be used by the Contractor for reporting progress on a monthly basis to the PRHA. Updated Progress Schedules must be submitted monthly with the Payment Request and shall be submitted in the identical format utilized for the original progress schedule. Payment Requests must be accompanied with an updated Progress Schedule or the payment request will not be accepted. "Shade" the open bars to indicate the appropriate percentage of completion of the outlined progress elements. The Schedules shall not be altered without written approval of the Contracting Officer, under applicable provisions of the Contract. In the event of change, the Contractor shall resubmit the Schedules reflecting approved changes.

c. Prepare fully developed, horizontal bar-chart schedules. The original progress schedule shall be submitted within five (5) working days from the Pre-Construction Conference and prior to the start of any work under the contract. The schedules shall be constructed as follows:

1. Provide a separate time bar for each significant construction activity.
2. Use the same work breakdown structure as indicated in the "Schedule of Values".
3. Within each time bar indicate estimated completion percentage in 5 percent increments.
4. As work progresses, shade each bar to indicate actual completion percentages.

d. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.

14. WORKMANSHIP

Workmanship shall be first class and of the best quality in accordance with approved contemporary construction practices. Defective equipment and materials, or materials damaged in the course of installation and testing, shall be replaced or repaired in an approved manner at no additional cost to the Authority.



15. WARRANTY/GUARANTY

a. The Contractor shall furnish a written warranty stating that work executed under this contract shall be free from defects of materials and workmanship for a period of one (1) year from date of final acceptance.

b. During the guaranty period, the Contractor shall repair or replace defective material and workmanship and place same in working order to the satisfaction of the Contracting Officer and at no additional cost to the Authority.

16. EXAMINATION OF SITE

Submission of any bid in connection with this work shall imply that such bidder has examined the site and satisfied himself as to the extent of existing and probable conditions under which he will be obliged to perform his work. No allowance shall be made subsequently in this connection in behalf of any Contractor for any error or negligence on his part to comply with the above.

17. PERMITS AND FEES

The Contractor shall give all notices, secure all necessary permits and pay all required fees and furnish the Authority with receipts. Inspection certificates from local authorities having jurisdiction shall be delivered to the Modernization Office. The Contractor shall ensure all public or privately owned underground utilities/services are clearly marked prior all excavation work. Coordinate with PRHA representative, notifying the Authority a minimum of 48 hours prior excavation. Exercise precautionary measures as required to protect the integrity of all U.G. utilities/services as required.

18. INSPECTION

The Authority will appoint such person or persons as it may deem necessary to properly inspect the materials furnished and work done under the Contract, and to see that the same correspond with the Drawings and Specifications. Work and materials will be inspected promptly, but if for any reason, delay should occur, the Contractor shall have thereby no claim for damages or extra compensation. The failure of the Inspector to reject or condemn improper materials and workmanship shall not prevent the Authority from rejecting materials and workmanship found defective at any time prior to final acceptance of the complete work, nor shall it be considered a waiver of any defects which may be discovered later, or to prevent the Authority at any time prior to the expiration of the guarantee period from recovering damages for work actually defective. Within forty-eight (48) hours after receiving written notice from the Authority to that effect, the Contractor shall proceed to remove from the site of the work all materials condemned by the Authority, either worked or unworked, and to take down all portions of the work in which the Authority shall by written notice condemn as unsatisfactory or improper. If work in any way fails to conform to the Specifications and Drawings, the Contractor shall make good any work damaged by such removal.



19. INTENT

It is the intent of the Authority to do all work specified. However, the Authority reserves the right to accept or reject any unit price bid items based upon budgeted funds.

20. WORKING HOURS

a. Work will be permitted between the hours of 8:00 a.m. and 4:45 p.m., Monday through Friday. These hours may be changed, subject to approval by the Authority. The Contractor may perform work on Saturday, Sunday or Holidays only if a twenty-four (24) hour notice has been given to the Authority and such notice is acknowledged and approved by the Authority. The following list doesn't include additional days that the Authority may observe in conjunction with these Holidays. The Contractor will be notified of these additional days prior to the Authority taking off. The following is a list of Authority holidays in which no work will be completed by the Contractor without the approval of the Authority.

New Year Day  
Martin Luther King Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Election Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

b. The surrounding housing units will remain occupied during the performance of the Contractor's work. The Contractor shall schedule his work on a weekly basis with the Authority and shall not commence on any work until permission has been received.

21. START OR SUSPENSION OF WORK

The Contractor shall provide at least 72 hours written notice to the Contracting Officer of the date when Contract work will begin at the site. If the Contractor suspends work at any time, he shall notify the Contracting Officer immediately and shall not resume work without prior written notice to the Contracting Officer.



22. SPECIFICATIONS AND DRAWINGS

a. The organization of the specifications into divisions, sections and paragraphs and the arrangement of Drawings shall not control the Contractor in dividing the work among Subcontractors or in establishing the extent of work to be performed by any trade.

b. The “work included” paragraph under each section of the specifications is for convenient, general reference and it is not intended that all work specified, shown or otherwise reasonably inferred as being necessary to produce intended results, be specifically named under this paragraph.

c. All work shall conform to the Contract Documents. No change therefrom shall be made without first securing written approval from the Authority.

d. If any errors or omissions appear in the Contract Documents, the Contractor shall immediately notify the Authority in writing prior to performing associated work.

23. INTERPRETATION

In the determination of lines, levels and grades, the manner of carrying out all work, the time and cause of delays, the quality and quantity of material, estimates for work done and material furnished, the results of tests, and in the interpretation of plans and specifications, the decision of the Authority shall be final, conclusive and binding upon both parties to this Contract.

24. CONTRACT DOCUMENTS AND DRAWINGS

The Authority will make available for download or furnish the Contractor copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

a. Should additional drawings and/or specifications be required in explanation of the work, they shall be furnished by the Authority and shall be binding upon the Contractor.

b. The drawings, specifications, and addenda shall be used for this work only and are the property of the Housing Authority and shall be returned to the Authority's office at the completion of the work.

25. CONTRACTOR RESPONSIBILITIES

a. The General Contractor shall perform on the site, and with his own organization, work equivalent to at least twenty percent (20%) of the total amount of the construction work items performed under this Contract. The General Contractor shall identify on the bid form what construction work items will be performed by his own organization.





b. Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees and/or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

c. Product Received and Handling

1. Receive and unload products at site.
2. Inspect deliveries, record shortages, and damaged or defective items.
3. Handle products at site, including uncrating and storage.
4. Protect products from damage and from exposure to elements.
5. Assemble, install, connect, adjust, and finish products.
6. Provide installation inspections required by the public authorities (Owner).
7. Repair or replace items damaged in the course of the work.

26. SUBCONTRACTORS

a. The Contractor shall be responsible for familiarizing each of his Subcontractors with all requirements, administrative and technical, of each Section of the Specifications and the Contract affecting each Subcontractor respectively. The Sections of these Specifications shall not be interpreted as limiting or defining the work for purposes of dividing the work among Subcontractors, or to limit the work performed by any trade.

b. Subcontractors must have and provide copies of appropriate licenses and insurance coverage.

c. Listing of Subcontractors: The Contractor shall supply to the PRHA a list of all Subcontractors including the following information:

1. Name of Subcontractor.
2. Licensed Virginia Contractor Number and Class.
3. Trade/Service provided, if applicable.
4. Street Address and Mailing Address if different.
5. Telephone and Fax Numbers (include Emergency Communications Procedures and Numbers)
6. Subcontractor's Project Foreman.

27. EXISTING STRUCTURES AND EQUIPMENT

The existence and location of structures, and equipment indicated on the drawings are not guaranteed and shall be investigated and verified in the field by the Contractor before starting work. The Contractor shall be held responsible for any damage to, and protection of, existing equipment and structures. The Contractor shall notify in advance all public utility companies which may be affected by any of its work operations.



Existing work, damaged or otherwise affected by the Contractor's operations shall be restored to a condition as good as existed before the work was commenced, except where indicated or specified otherwise. Repair or replacement of damaged work shall be at the Contractor's expense and shall be of no cost to the Authority. Except where specifically designated as being retained all materials and debris resulting from demolition and removal operations, shall be removed by the Contractor at such time during the progress of the work as directed.

28. LAYOUT OF THE WORK

The figures and writings upon the drawings showing or indicating dimensions shall be used instead of measurement of drawings by scale. Measurements of drawings by scale shall not be used except on full-sized drawings not indicating dimensions.

29. FORM FOR REQUEST FOR PAYMENT

a. Price Breakdowns for Progress Payments shall be submitted with each request for Progress Payment on HUD-51001, "Periodical Estimate for Partial Payment". This breakdown shall be prepared using the items, major parts, and components approved by the Contracting Officer for the approved Construction Progress Schedule. The breakdown shall provide a Schedule/Price correlation and shall separate equipment and material prices from labor prices for each portion of the work. No progress payment will be made until the price breakdown has been approved by the Contracting Officer.

b. All requests for change orders must be submitted in writing to PRHA. Written confirmation from PRHA must be received by the Contractor prior to any requests for payment of the change orders. All requests for payment of change orders must include a completed HUD Form 51002 Schedule of Change Orders and must be submitted with the monthly Periodical Estimate for Partial Payment.

30. PROTECTION

Federal, State, City and Police Ordinances, shall be observed and necessary guards, railings, barricades, canopies, lights, and warning signs shall be installed and maintained during the progress of the work in order to protect persons from loss, damage or injury and are hereby made a part of the work.

31. MEASUREMENTS

Before ordering any material or doing any work, the contractor shall verify measurements at the building and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of the difference between the actual dimensions and the measurements indicated on the drawings; any differences which may be found shall be submitted to the Authority for consideration before proceeding with the work.



32. REMOVAL OF RUBBISH

Contractor shall clean up and dispose of debris offsite resulting from building operations DAILY in the manner directed by the Authority. There will be no burning of debris on project site. All hazardous materials shall be disposed of in accordance with these documents and federal, state and local regulations, and as approved by the Authority

33. PROTECTION OF MATERIALS AND BUILDING

Contractor shall be responsible for the care and handling of the materials after same have been delivered at the building site. The contractor shall protect and be responsible for any damage to his work or materials, from the date of agreement to the date of acceptance of his work and shall make good any damage or loss during that period without additional cost to the Owner. The Contractor shall provide, and have control of the building's security 24-hours a day during the project in order to protect work efforts, equipment, and the entry of unauthorized personnel.

34. USE OF PREMISES

a. Post no signs or advertisements on building or premises without written approval of the Housing Authority.

b. Limit use of site and premises to area.

35. EROSION AND SEDIMENT CONTROL

a. The documents may show minimum features deemed necessary for the scope of construction anticipated and are therefore not intended to be a specific all-inclusive sediment control design. It is the contractor's responsibility to comply with all provisions of the City Code and the current editions of the Virginia Erosion and Sediment Control Handbook and VDOT, Road and Bridge Specifications.

b. If a formal erosion and sediment control plan is required, the Contractor shall develop one to suit the Schedule of Work as it relates to the specific activities and project needs.

36. SUPERVISION OF JOB

The Contractor shall maintain a competent foreman on the job at all times to supervise the work and coordinate the installation of the systems with all parties involved.

37. SECURITY

Contractor shall secure all buildings, attics, equipment and other areas in use, at the end of each workday or whenever workmen are absent. In no case shall buildings, attics, equipment or other work areas be left accessible to tenant entry.



38. PRE-CONSTRUCTION CONFERENCE

a. An organizational meeting will be held between the PRHA and the Contractor prior to the commencement of construction activities and issuance of the "Notice to Proceed".

b. All relevant items listed below that could affect the construction progress will be discussed:

1. Contract Documents
2. Progress schedule
3. Plan of operations and work sequencing
4. Designation of responsible personnel including communications and coordination procedures.
5. Procedures for field decisions and Change Orders
6. Procedures for Applications for Payment
7. Distribution of Contract Documents
8. Submittal of Shop Drawings, Product Data and Samples
9. Preparation of separate record documents
10. Use of the premises for offices, storage and other temporary facilities
11. Equipment deliveries and priorities
12. Security
13. Working hours.

c. The Notice to Proceed will be issued to the Contractor after all issues are discussed and satisfactorily resolved at this Pre-Construction Conference.

39. ACCEPTANCE BY THE AUTHORITY

The following conditions shall be met prior to acceptance and occupancy of building by the Authority:

A Certificate of completion will be executed for each building by authorized Authority personnel.

Required inspections and tests shall have been successfully completed.

40. INSURANCE

The Contractor shall maintain and furnish evidence of the following minimum insurance coverages:

1. Workers' Compensation
  - a. State \$100,000
  - b. Applicable Federal (e.g., Longshoremen, harbor work, work at or outside U.S. boundaries):
  - c. Employer's Liability \$100,000



2. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
  - a. Bodily Injury:
    - \$2,000,000 Each Occurrence
    - \$2,000,000 Aggregate, Products and Completed Operations
  - b. Property Damage:
    - \$100,000 Each Occurrence
    - \$100,000 Aggregate
  - c. Products and Completed operations insurance shall be maintained for a minimum period of 1 year after final payment and Contractor shall continue to provide evidence of such coverage to Owner and an annual basis during the aforementioned period.
  - d. Property Damage Liability Insurance shall include coverage for the following hazards: C (Collapse).
  - e. Contractual Liability (Hold Harmless Coverage):
    1. Bodily Injury: \$2,000,000 Each Occurrence
    2. Property Damage: \$2,000,000 Each Occurrence
    - \$2,000,000 Each Occurrence
3. Automobile Insurance:
  - a. Liability: \$500,000 - Combined Single Limit
  - b. Uninsured Motorist: \$500,000 - Combined Single Limit



4563 Lifestyle Lane  
Midlothian, VA 23112  
Telephone: 804-250-9628  
Fax: 757-420-4191

Insured: Dale I, LP  
Property: 58 Dale Drive  
Portsmouth, VA 23704  
Home: 58 Dale Drive  
Portsmouth, VA 23704

Home: (757) 391-3051

Claim Rep.: Lew Thompson  
Company: Capstone ISG  
Business: 4563 Lifestyle Lane  
Midlothian, VA 23112

Business: (804) 250-9628  
E-mail: lthompson@capstoneisg.com

Estimator: Lew Thompson  
Company: Capstone ISG  
Business: 4563 Lifestyle Lane  
Midlothian, VA 23112

Business: (804) 250-9628  
E-mail: lthompson@capstoneisg.com

Reference:  
Company: Housing Enterprise Insurance Company, Inc.  
Business: P. O. Box 189  
Cheshire, CT 06410

**Claim Number:** 2BBE4

**Policy Number:** HEICP-226041-223770

**Type of Loss:** Fire

Date Contacted: 7/10/2023 10:00 AM

Date of Loss: 6/27/2023 12:00 AM

Date Inspected: 7/20/2023 2:00 PM

Date Received: 7/7/2023 8:42 AM

Date Entered: 7/10/2023 7:05 PM

Price List: VANF8X\_JUL23  
Restoration/Service/Remodel

Estimate: DALE\_I\_LP1

**Notice: This is a repair estimate only. The Insurance policy may contain provisions that will reduce any payments that might be made. This is not an authorization to repair. Authorization to repair or guarantee of payment must come from the owner of the property. No Adjuster or Appraiser has the authority to authorize repair or guarantee payment. The Insurer assumes no responsibility for the quality of repairs that might be made.**

**A copy of this document does not constitute a settlement of this claim. The figures enclosed herein are subject to the Insurance Company approval.**

**It is a crime to knowingly provide false, incomplete, or misleading information to an Insurance Company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.**

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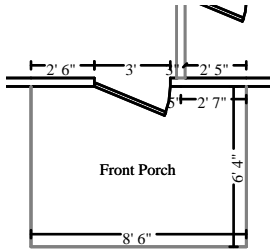
**DALE\_I\_LP1**

**Main Level**

**Main Level**

| DESCRIPTION                                      | QTY       |
|--|-----------|
| 1. Final cleaning - construction - Residential   | 435.38 SF |
| 2. Rewire\wire - avg. residence - boxes & wiring | 435.38 SF |

NOTES:



**Front Porch**

**Height: 8'**

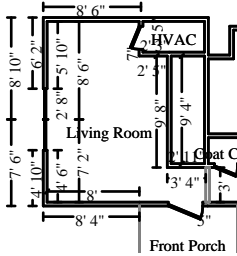
|                           |                         |
|---------------------------|-------------------------|
| 68.00 SF Walls            | 53.83 SF Ceiling        |
| 121.83 SF Walls & Ceiling | 53.83 SF Floor          |
| 5.98 SY Flooring          | 8.50 LF Floor Perimeter |
| 8.50 LF Ceil. Perimeter   |                         |

|                     |                   |                            |
|---------------------|-------------------|----------------------------|
| <b>Missing Wall</b> | <b>6' 4" X 8'</b> | <b>Opens into Exterior</b> |
| <b>Missing Wall</b> | <b>8' 6" X 8'</b> | <b>Opens into Exterior</b> |
| <b>Missing Wall</b> | <b>6' 4" X 8'</b> | <b>Opens into Exterior</b> |

| DESCRIPTION                      | QTY      |
|----------------------------------|----------|
| 3. Clean soffit - metal or vinyl | 53.83 SF |

NOTES:

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 Fax: 757-420-4191



**Living Room**

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 449.67 SF Walls           | 165.86 SF Ceiling        |
| 615.53 SF Walls & Ceiling | 165.86 SF Floor          |
| 18.43 SY Flooring         | 55.83 LF Floor Perimeter |
| 58.83 LF Ceil. Perimeter  |                          |

**Missing Wall - Goes to Floor**

**3' X 7'**

**Opens into KITCHEN**

**DESCRIPTION**

**QTY**

**Demo**

4. Demolish/remove - bedroom/room (up to 200 sf) 165.86 SF

**Insulation**

5. R&R Sprayed polyurethane foam - open cell - 4" 299.33 SF

**Cleaning**

6. Clean concrete the floor 165.86 SF

7. Clean stud wall - Heavy 449.67 SF

8. Clean floor or roof joist system 165.86 SF

**Odor Control**

9. Paint concrete the floor 165.86 SF

To paint the slab for odor control

10. Seal stud wall for odor control (shellac) 449.67 SF

11. Seal floor or ceiling joist system (shellac) 165.86 SF

**Flooring**

12. Floor preparation for resilient flooring 165.86 SF

13. Vinyl tile 165.86 SF

**Drywall**

14. 1/2" drywall - hung, taped, floated, ready for paint 615.53 SF

**Millwork**

15. Baseboard - 3 1/4" 55.83 LF

16. Base shoe - stain grade 55.83 LF

17. Casing - 3 1/4" 20.33 LF

18. R&R Exterior door - metal - insulated - flush or panel style 1.00 EA

19. R&R Vinyl window - double hung, 9-12 sf 2.00 EA

20. Additional charge for a retrofit window, 3-11 sf 2.00 EA

21. Add on for "Low E" glass 20.00 SF

**Painting**

22. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling 615.53 SF

23. Stain & finish base shoe or quarter round 55.83 LF



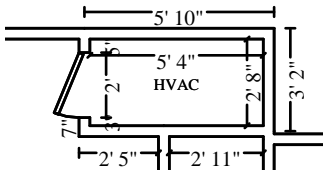
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**CONTINUED - Living Room**

| DESCRIPTION  | QTY      |
|--|----------|
| 24. Seal (1 coat) & paint (1 coat) baseboard           | 55.83 LF |
| 25. Paint door or window opening - 2 coats (per side)  | 4.00 EA  |
| 26. Prime & paint door slab only - exterior (per side) | 1.00 EA  |
| 27. Paint door slab only - 2 coats (per side)          | 1.00 EA  |
| <b><u>Electrical/Lighting</u></b>                      |          |
| 28. Light fixture                                      | 1.00 EA  |
| 29. R&R Outlet   | 6.00 EA  |
| 30. R&R Switch   | 2.00 EA  |
| <b><u>HVAC</u></b>                                     |          |
| 31. Thermostat   | 1.00 EA  |
| 32. Cold air return cover                              | 1.00 EA  |
| 33. Heat/AC register - Mechanically attached           | 2.00 EA  |
| <b><u>Finish Hardware/Accessories</u></b>              |          |
| 34. Door lockset & deadbolt - exterior                 | 1.00 EA  |
| <b><u>Window Treatments</u></b>                        |          |
| 35. R&R Window blind - aluminum - 1" - 7.1 to 14 SF    | 1.00 EA  |

NOTES:

| HVAC                      | Height: 8'               |
|---------------------------|--------------------------|
| 128.00 SF Walls           | 14.22 SF Ceiling         |
| 142.22 SF Walls & Ceiling | 14.22 SF Floor           |
| 1.58 SY Flooring          | 16.00 LF Floor Perimeter |
| 16.00 LF Ceil. Perimeter  |                          |



| DESCRIPTION | QTY |
|-------------|-----|
|-------------|-----|



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**CONTINUED - HVAC**

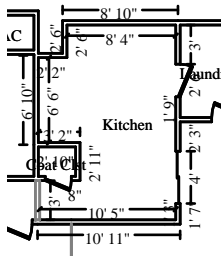
| <b>DESCRIPTION</b>   | <b>QTY</b> |
|--|------------|
| <b><u>Demo</u></b>   |            |
| 36. Demolish/remove - bedroom/room (up to 200 sf)                  | 14.22 SF   |
| <b><u>Insulation</u></b>   |            |
| 37. R&R Sprayed polyurethane foam - open cell - 4"                 | 64.00 SF   |
| <b><u>Cleaning</u></b>   |            |
| 38. Clean concrete the floor                                       | 14.22 SF   |
| 39. Clean stud wall - Heavy  | 128.00 SF  |
| 40. Clean floor or roof joist system                               | 14.22 SF   |
| <b><u>Odor Control</u></b>   |            |
| 41. Paint concrete the floor                                       | 14.22 SF   |
| To paint the slab for odor control                                 |            |
| 42. Seal stud wall for odor control (shellac)                      | 128.00 SF  |
| 43. Seal floor or ceiling joist system (shellac)                   | 14.22 SF   |
| <b><u>Flooring</u></b>   |            |
| 44. Floor preparation for resilient flooring                       | 14.22 SF   |
| 45. Vinyl tile   | 14.22 SF   |
| <b><u>Drywall</u></b>  |            |
| 46. 1/2" drywall - hung, taped, floated, ready for paint           | 142.22 SF  |
| <b><u>Millwork</u></b>   |            |
| 47. Baseboard - 3 1/4"   | 16.00 LF   |
| 48. Base shoe - stain grade  | 16.00 LF   |
| 49. Interior door - Colonist - pre-hung unit                       | 1.00 EA    |
| <b><u>Painting</u></b>   |            |
| 50. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling | 142.22 SF  |
| 51. Stain & finish base shoe or quarter round                      | 16.00 LF   |
| 52. Seal (1 coat) & paint (1 coat) baseboard                       | 16.00 LF   |
| 53. Paint door or window opening - 2 coats (per side)              | 1.00 EA    |
| 54. Paint door slab only - 2 coats (per side)                      | 1.00 EA    |
| <b><u>Electrical/Lighting</u></b>                                  |            |
| 55. Light fixture  | 1.00 EA    |
| 56. R&R Outlet   | 1.00 EA    |
| 57. R&R Switch   | 1.00 EA    |

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**CONTINUED - HVAC**

| DESCRIPTION  | QTY     |
|--|---------|
| <b>HVAC</b>  |         |
| 58. R&R Air handler - with heat element and A/C coil - 2 ton | 1.00 EA |
| 59. Refrigerant lineset - 3/8" x 1" tubing - 31' to 50'      | 1.00 EA |
| 60. Central air cond. system - refrigerant evacuation        | 1.00 EA |
| 61. Central air cond. system - recharge - 17lb refrigerant   | 1.00 EA |
| <b>Finish Hardware/Accessories</b>                           |         |
| 62. Door knob - interior                                     | 1.00 EA |

NOTES:



**Kitchen**

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 435.43 SF Walls           | 141.90 SF Ceiling        |
| 577.32 SF Walls & Ceiling | 141.90 SF Floor          |
| 15.77 SY Flooring         | 54.05 LF Floor Perimeter |
| 57.05 LF Ceil. Perimeter  |                          |

Missing Wall - Goes to Floor

3' X 7'

Opens into LIVING\_ROOM

| DESCRIPTION  | QTY       |
|--|-----------|
| <b>Demo</b>  |           |
| 63. Demolish/remove - kitchen/laundry              | 141.90 SF |
| <b>Insulation</b>                                  |           |
| 64. R&R Sprayed polyurethane foam - open cell - 4" | 299.33 SF |
| <b>Cleaning</b>                                    |           |
| 65. Clean concrete the floor                       | 141.90 SF |
| 66. Clean stud wall - Heavy                        | 435.43 SF |
| 67. Clean floor or roof joist system               | 141.90 SF |



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**CONTINUED - Kitchen**

| <b>DESCRIPTION</b>   | <b>QTY</b> |
|--|------------|
| <b><u>Odor Control</u></b>   |            |
| 68. Paint concrete the floor<br>To paint the slab for odor control | 141.90 SF  |
| 69. Seal stud wall for odor control (shellac)                      | 435.43 SF  |
| 70. Seal floor or ceiling joist system (shellac)                   | 141.90 SF  |
| <b><u>Flooring</u></b>   |            |
| 71. Floor preparation for resilient flooring                       | 141.90 SF  |
| 72. Vinyl tile   | 141.90 SF  |
| <b><u>Drywall</u></b>  |            |
| 73. 1/2" drywall - hung, taped, floated, ready for paint           | 577.32 SF  |
| <b><u>Millwork</u></b>   |            |
| 74. Baseboard - 3 1/4"   | 44.72 LF   |
| 75. Base shoe - stain grade  | 54.05 LF   |
| 76. Casing - 3 1/4"  | 17.50 LF   |
| 77. R&R Vinyl window - double hung, 9-12 sf                        | 2.00 EA    |
| 78. Additional charge for a retrofit window, 3-11 sf               | 2.00 EA    |
| 79. Add on for "Low E" glass                                       | 20.00 SF   |
| <b><u>Painting</u></b>   |            |
| 80. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling | 577.32 SF  |
| 81. Stain & finish base shoe or quarter round                      | 54.05 LF   |
| 82. Seal (1 coat) & paint (1 coat) baseboard                       | 54.05 LF   |
| 83. Paint door or window opening - 2 coats (per side)              | 4.00 EA    |
| 84. Prime & paint door slab only - exterior (per side)             | 1.00 EA    |
| 85. Paint door slab only - 2 coats (per side)                      | 1.00 EA    |
| <b><u>Electrical/Lighting</u></b>                                  |            |
| 86. Light fixture  | 1.00 EA    |
| 87. Fluorescent light fixture                                      | 1.00 EA    |
| 88. R&R Outlet   | 4.00 EA    |
| 89. R&R Ground fault interrupter (GFI) outlet                      | 2.00 EA    |
| 90. R&R 220 volt copper wiring run, box and receptacle             | 1.00 EA    |
| 91. R&R Switch   | 2.00 EA    |
| <b><u>HVAC</u></b>   |            |



**Capstone ISG**

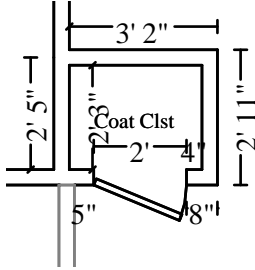
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**CONTINUED - Kitchen**

| <b>DESCRIPTION</b>                                   | <b>QTY</b> |
|--|------------|
| 92. Heat/AC register - Mechanically attached         | 2.00 EA    |
| <b><u>Cabinets</u></b>                               |            |
| 93. Cabinetry - lower (base) units                   | 9.33 LF    |
| 94. Countertop - post formed plastic laminate        | 9.50 LF    |
| 95. Cabinetry - upper (wall) units                   | 14.92 LF   |
| 96. Cabinet knob or pull                             | 16.00 EA   |
| 97. Backsplash - plastic laminate                    | 6.00 SF    |
| <b><u>Plumbing</u></b>                               |            |
| 98. Kitchen Sink - single basin                      | 1.00 EA    |
| 99. Sink strainer and drain assembly                 | 1.00 EA    |
| 100. Sink faucet - Kitchen                           | 1.00 EA    |
| 101. Dishwasher connection                           | 1.00 EA    |
| <b><u>Appliances</u></b>                             |            |
| 102. R&R Refrigerator - top freezer - 14 to 18 cf    | 1.00 EA    |
| 103. Range hood                                      | 1.00 EA    |
| 104. R&R Range - freestanding - gas                  | 1.00 EA    |
| 105. R&R Dishwasher                                  | 1.00 EA    |
| <b><u>Window Treatment</u></b>                       |            |
| 106. R&R Window blind - aluminum - 1" - 7.1 to 14 SF | 2.00 EA    |

NOTES:

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**Coat Clst**
**Height: 8'**

|                          |                          |
|--------------------------|--------------------------|
| 81.76 SF Walls           | 6.44 SF Ceiling          |
| 88.20 SF Walls & Ceiling | 6.44 SF Floor            |
| 0.72 SY Flooring         | 10.22 LF Floor Perimeter |
| 10.22 LF Ceil. Perimeter |                          |

**DESCRIPTION**
**QTY**
**Demo**

107. Demolish/remove - bedroom/room (up to 200 sf) 6.44 SF

**Cleaning**

108. Clean concrete the floor 6.44 SF

109. Clean stud wall - Heavy 81.76 SF

110. Clean floor or roof joist system 6.44 SF

**Odor Control**

111. Paint concrete the floor 6.44 SF

To paint the slab for odor control

112. Seal stud wall for odor control (shellac) 81.76 SF

113. Seal floor or ceiling joist system (shellac) 6.44 SF

**Flooring**

114. Floor preparation for resilient flooring 6.44 SF

115. Vinyl tile 6.44 SF

**Drywall**

116. 1/2" drywall - hung, taped, floated, ready for paint 88.20 SF

**Millwork**

117. Baseboard - 3 1/4" 10.22 LF

118. Base shoe - stain grade 10.22 LF

119. Interior door - Colonist - pre-hung unit 1.00 EA

120. Closet shelf and rod package 3.08 LF

**Painting**

121. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling 88.20 SF

122. Stain & finish base shoe or quarter round 10.22 LF

123. Seal (1 coat) & paint (1 coat) baseboard 10.22 LF

124. Paint door or window opening - 2 coats (per side) 1.00 EA

125. Paint door slab only - 2 coats (per side) 1.00 EA

126. Seal & paint wood shelving, 12"- 24" width 3.08 LF

**Finish Hardware/Accessories**

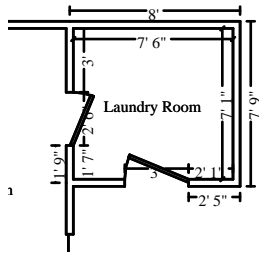
127. Door knob - interior 1.00 EA

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**CONTINUED - Coat Clst**

**DESCRIPTION** **QTY**

NOTES:



**Laundry Room**

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 233.33 SF Walls           | 53.13 SF Ceiling         |
| 286.46 SF Walls & Ceiling | 53.13 SF Floor           |
| 5.90 SY Flooring          | 29.17 LF Floor Perimeter |
| 29.17 LF Ceil. Perimeter  |                          |

**DESCRIPTION** **QTY**

**Cleaning**

|   |           |
|---|-----------|
| 128. Clean floor, strip & wax               | 53.13 SF  |
| 129. Clean base shoe                        | 29.17 LF  |
| 130. Clean baseboard                        | 29.17 LF  |
| 131. Clean the walls and ceiling - Heavy    | 286.46 SF |
| 132. Clean door / window opening (per side) | 2.00 EA   |
| 133. Clean exterior door (per side)         | 1.00 EA   |
| 134. Clean door hardware                    | 1.00 EA   |
| 135. Clean light fixture                    | 1.00 EA   |
| 136. Clean electrical breaker panel         | 1.00 EA   |
| 137. Clean shelving - wood                  | 31.00 LF  |

**Millwork**

|   |          |
|---|----------|
| 138. R&R Interior door - Colonist - pre-hung unit | 1.00 EA  |
| 139. Detach & Reset Base shoe - stain grade       | 29.17 LF |

**Painting**

|  |           |
|--|-----------|
| 140. Seal/prime (1 coat) then paint (1 coat) the walls and ceiling | 286.46 SF |
| 141. Paint door slab only - 2 coats (per side)                     | 1.00 EA   |
| 142. Prime & paint door slab only - exterior (per side)            | 1.00 EA   |

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**CONTINUED - Laundry Room**

| DESCRIPTION  | QTY      |
|--|----------|
| 143. Seal & paint wood shelving, 12"- 24" width        | 31.00 LF |
| 144. Paint door or window opening - 2 coats (per side) | 2.00 EA  |
| 145. Seal (1 coat) & paint (1 coat) baseboard          | 29.17 LF |
| 146. Stain & finish base shoe or quarter round         | 29.17 LF |
| 147. Floor protection - cardboard and tape             | 53.13 SF |
| <b>Accessories</b>                                     |          |
| 148. Door knob - interior                              | 1.00 EA  |

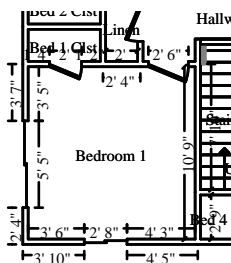
NOTES:

**Second Floor**

**Second Floor**

| DESCRIPTION  | QTY       |
|--|-----------|
| 149. Final cleaning - construction - Residential   | 572.20 SF |
| 150. Rewire\wire - avg. residence - boxes & wiring | 572.20 SF |

NOTES:



**Bedroom 1**

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 338.67 SF Walls           | 111.98 SF Ceiling        |
| 450.65 SF Walls & Ceiling | 111.98 SF Floor          |
| 12.44 SY Flooring         | 42.33 LF Floor Perimeter |
| 42.33 LF Ceil. Perimeter  |                          |





## Capstone ISG

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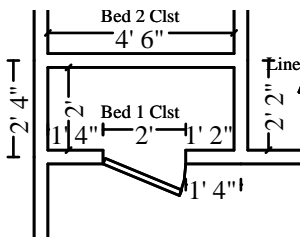
| DESCRIPTION   | QTY       |
|---|-----------|
| <b><u>Demo</u></b>  |           |
| 151. Demolish/remove - bedroom/room (up to 200 sf)                  | 111.98 SF |
| <b><u>Insulation</u></b>  |           |
| 152. R&R Sprayed polyurethane foam - open cell - 4"                 | 168.67 SF |
| <b><u>Cleaning</u></b>  |           |
| 153. Clean floor  | 111.98 SF |
| To clean the sub-floor  |           |
| 154. Clean stud wall - Heavy  | 338.67 SF |
| 155. Clean floor or roof joist system                               | 111.98 SF |
| <b><u>Odor Control</u></b>  |           |
| 156. Seal the floor shellac - one coat                              | 111.98 SF |
| To paint the slab for odor control                                  |           |
| 157. Seal stud wall for odor control (shellac)                      | 338.67 SF |
| 158. Seal floor or ceiling joist system (shellac)                   | 111.98 SF |
| <b><u>Flooring</u></b>  |           |
| 159. Underlayment - 1/4" lauan/mahogany plywood                     | 111.98 SF |
| 160. Vinyl tile   | 111.98 SF |
| <b><u>Drywall</u></b>   |           |
| 161. 1/2" drywall - hung, taped, floated, ready for paint           | 450.65 SF |
| <b><u>Millwork</u></b>  |           |
| 162. Baseboard - 4 1/4"   | 42.33 LF  |
| 163. Base shoe - stain grade  | 42.33 LF  |
| 164. Casing - 3 1/4"  | 35.17 LF  |
| 165. R&R Vinyl window, horizontal sliding, 12-23 sf                 | 1.00 EA   |
| 166. R&R Vinyl window, horizontal sliding, 3-11 sf                  | 1.00 EA   |
| 167. Additional charge for a retrofit window, 3-11 sf               | 1.00 EA   |
| 168. Additional charge for a retrofit window, 12-23 sf              | 1.00 EA   |
| 169. Add on for "Low E" glass                                       | 31.66 SF  |
| 170. Interior door - Colonist - pre-hung unit                       | 1.00 EA   |
| <b><u>Painting</u></b>  |           |
| 171. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling | 450.65 SF |
| 172. Stain & finish base shoe or quarter round                      | 42.33 LF  |
| 173. Seal (1 coat) & paint (1 coat) baseboard, oversized            | 42.33 LF  |
| 174. Paint door or window opening - 2 coats (per side)              | 4.00 EA   |
| 175. Paint door slab only - 2 coats (per side)                      | 2.00 EA   |
| <b><u>Electrical/Lighting</u></b>                                   |           |
| 176. Light fixture  | 1.00 EA   |
| 177. R&R Outlet   | 6.00 EA   |

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**CONTINUED - Bedroom 1**

| DESCRIPTION   | QTY     |
|---|---------|
| 178. R&R Switch                                       | 1.00 EA |
| 179. Smoke detector                                   | 1.00 EA |
| <b>HVAC</b>   |         |
| 180. Heat/AC register - Mechanically attached         | 1.00 EA |
| <b>Finish Hardware/Accessories</b>                    |         |
| 181. Door knob - interior                             | 1.00 EA |
| <b>Window Treatments</b>                              |         |
| 182. R&R Window blind - aluminum - 1" - 7.1 to 14 SF  | 1.00 EA |
| 183. R&R Window blind - aluminum - 1" - 20.1 to 32 SF | 1.00 EA |

NOTES:



**Bed 1 Clst**

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 104.00 SF Walls           | 9.00 SF Ceiling          |
| 113.00 SF Walls & Ceiling | 9.00 SF Floor            |
| 1.00 SY Flooring          | 13.00 LF Floor Perimeter |
| 13.00 LF Ceil. Perimeter  |                          |

| DESCRIPTION   | QTY      |
|---|----------|
| <b>Demo</b>   |          |
| 184. Demolish/remove - bedroom/room (up to 200 sf)  | 9.00 SF  |
| <b>Insulation</b>                                   |          |
| 185. R&R Sprayed polyurethane foam - open cell - 4" | 16.00 SF |
| <b>Cleaning</b>                                     |          |
| 186. Clean floor                                    | 9.00 SF  |
| To clean the sub-floor.                             |          |



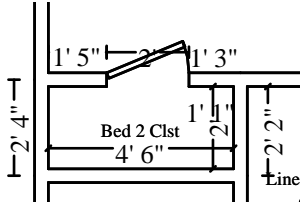
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**CONTINUED - Bed 1 Clst**

| <b>DESCRIPTION</b>  | <b>QTY</b> |
|---|------------|
| 187. Clean stud wall - Heavy  | 104.00 SF  |
| 188. Clean floor or roof joist system                               | 9.00 SF    |
| <b><u>Odor Control</u></b>  |            |
| 189. Seal the floor shellac - one coat                              | 9.00 SF    |
| To paint the slab for odor control                                  |            |
| 190. Seal stud wall for odor control (shellac)                      | 104.00 SF  |
| 191. Seal floor or ceiling joist system (shellac)                   | 9.00 SF    |
| <b><u>Flooring</u></b>  |            |
| 192. Underlayment - 1/4" lauan/mahogany plywood                     | 9.00 SF    |
| 193. Vinyl tile   | 9.00 SF    |
| <b><u>Drywall</u></b>   |            |
| 194. 1/2" drywall - hung, taped, floated, ready for paint           | 113.00 SF  |
| <b><u>Millwork</u></b>  |            |
| 195. Baseboard - 4 1/4"   | 13.00 LF   |
| 196. Base shoe - stain grade  | 13.00 LF   |
| 197. Interior door - Colonist - pre-hung unit                       | 1.00 EA    |
| 198. Closet shelf and rod package                                   | 4.50 LF    |
| <b><u>Painting</u></b>  |            |
| 199. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling | 113.00 SF  |
| 200. Stain & finish base shoe or quarter round                      | 13.00 LF   |
| 201. Seal (1 coat) & paint (1 coat) baseboard, oversized            | 13.00 LF   |
| 202. Paint door or window opening - 2 coats (per side)              | 1.00 EA    |
| 203. Paint door slab only - 2 coats (per side)                      | 1.00 EA    |
| 204. Seal & paint wood shelving, 12"- 24" width                     | 4.50 LF    |
| <b><u>Finish Hardware/Accessories</u></b>                           |            |
| 205. Door knob - interior   | 1.00 EA    |

NOTES:

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**Bed 2 Clst**
**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 104.00 SF Walls           | 9.00 SF Ceiling          |
| 113.00 SF Walls & Ceiling | 9.00 SF Floor            |
| 1.00 SY Flooring          | 13.00 LF Floor Perimeter |
| 13.00 LF Ceil. Perimeter  |                          |

**DESCRIPTION**
**QTY**
**Demo**

206. Demolish/remove - bedroom/room (up to 200 sf) 9.00 SF

**Insulation**

207. R&R Sprayed polyurethane foam - open cell - 4" 16.00 SF

**Cleaning**

208. Clean floor 9.00 SF

To clean the sub-floor.

209. Clean stud wall - Heavy 104.00 SF

210. Clean floor or roof joist system 9.00 SF

**Odor Control**

211. Seal the floor shellac - one coat 9.00 SF

To paint the slab for odor control

212. Seal stud wall for odor control (shellac) 104.00 SF

213. Seal floor or ceiling joist system (shellac) 9.00 SF

**Flooring**

214. Underlayment - 1/4" lauan/mahogany plywood 9.00 SF

215. Vinyl tile 9.00 SF

**Drywall**

216. 1/2" drywall - hung, taped, floated, ready for paint 113.00 SF

**Millwork**

217. Baseboard - 4 1/4" 13.00 LF

218. Base shoe - stain grade 13.00 LF

219. Interior door - Colonist - pre-hung unit 1.00 EA

220. Closet shelf and rod package 4.50 LF

**Painting**

221. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling 113.00 SF

222. Stain & finish base shoe or quarter round 13.00 LF

223. Seal (1 coat) & paint (1 coat) baseboard, oversized 13.00 LF

224. Paint door or window opening - 2 coats (per side) 1.00 EA

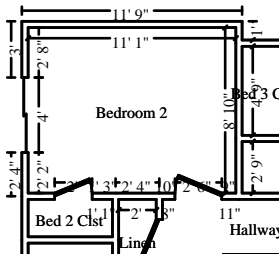
225. Paint door slab only - 2 coats (per side) 1.00 EA

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**CONTINUED - Bed 2 Clst**

| DESCRIPTION                                     | QTY     |
|---|---------|
| 226. Seal & paint wood shelving, 12"- 24" width | 4.50 LF |
| <b><u>Finish Hardware/Accessories</u></b>       |         |
| 227. Door knob - interior                       | 1.00 EA |

NOTES:



**Bedroom 2**

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 318.67 SF Walls           | 97.90 SF Ceiling         |
| 416.57 SF Walls & Ceiling | 97.90 SF Floor           |
| 10.88 SY Flooring         | 39.83 LF Floor Perimeter |
| 39.83 LF Ceil. Perimeter  |                          |

| DESCRIPTION   | QTY       |
|---|-----------|
| <b><u>Demo</u></b>                                  |           |
| 228. Demolish/remove - bedroom/room (up to 200 sf)  | 97.90 SF  |
| <b><u>Insulation</u></b>                            |           |
| 229. R&R Sprayed polyurethane foam - open cell - 4" | 159.33 SF |
| <b><u>Cleaning</u></b>                              |           |
| 230. Clean floor                                    | 97.90 SF  |
| To clean the sub-floor                              |           |
| 231. Clean stud wall - Heavy                        | 318.67 SF |
| 232. Clean floor or roof joist system               | 97.90 SF  |
| <b><u>Odor Control</u></b>                          |           |
| 233. Seal the floor shellac - one coat              | 97.90 SF  |
| To paint the slab for odor control                  |           |
| 234. Seal stud wall for odor control (shellac)      | 318.67 SF |

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**CONTINUED - Bedroom 2**

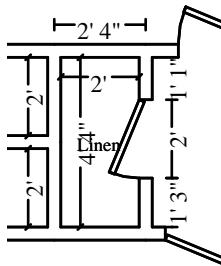
| <b>DESCRIPTION</b>  | <b>QTY</b> |
|---|------------|
| 235. Seal floor or ceiling joist system (shellac)                   | 97.90 SF   |
| <b><u>Flooring</u></b>  |            |
| 236. Underlayment - 1/4" lauan/mahogany plywood                     | 97.90 SF   |
| 237. Vinyl tile   | 97.90 SF   |
| <b><u>Drywall</u></b>   |            |
| 238. 1/2" drywall - hung, taped, floated, ready for paint           | 416.57 SF  |
| <b><u>Millwork</u></b>  |            |
| 239. Baseboard - 4 1/4"   | 39.83 LF   |
| 240. Base shoe - stain grade  | 39.83 LF   |
| 241. Casing - 3 1/4"  | 17.50 LF   |
| 242. R&R Vinyl window, horizontal sliding, 12-23 sf                 | 1.00 EA    |
| 243. Additional charge for a retrofit window, 12-23 sf              | 1.00 EA    |
| 244. Add on for "Low E" glass                                       | 15.67 SF   |
| 245. Interior door - Colonist - pre-hung unit                       | 1.00 EA    |
| <b><u>Painting</u></b>  |            |
| 246. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling | 416.57 SF  |
| 247. Stain & finish base shoe or quarter round                      | 39.83 LF   |
| 248. Seal (1 coat) & paint (1 coat) baseboard, oversized            | 39.83 LF   |
| 249. Paint door or window opening - 2 coats (per side)              | 3.00 EA    |
| 250. Paint door slab only - 2 coats (per side)                      | 2.00 EA    |
| <b><u>Electrical/Lighting</u></b>                                   |            |
| 251. Light fixture  | 1.00 EA    |
| 252. R&R Outlet   | 6.00 EA    |
| 253. R&R Switch   | 1.00 EA    |
| 254. Smoke detector   | 1.00 EA    |
| <b><u>HVAC</u></b>  |            |
| 255. Heat/AC register - Mechanically attached                       | 1.00 EA    |
| <b><u>Finish Hardware/Accessories</u></b>                           |            |
| 256. Door knob - interior   | 1.00 EA    |
| <b><u>Window Treatments</u></b>                                     |            |
| 257. R&R Window blind - aluminum - 1" - 20.1 to 32 SF               | 1.00 EA    |

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**CONTINUED - Bedroom 2**

| DESCRIPTION | QTY |
|-------------|-----|
|-------------|-----|

NOTES:



**Linen**

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 101.33 SF Walls           | 8.67 SF Ceiling          |
| 110.00 SF Walls & Ceiling | 8.67 SF Floor            |
| 0.96 SY Flooring          | 12.67 LF Floor Perimeter |
| 12.67 LF Ceil. Perimeter  |                          |

| DESCRIPTION | QTY |
|-------------|-----|
|-------------|-----|

**Demo**

|  |         |
|--|---------|
| 258. Demolish/remove - bedroom/room (up to 200 sf) | 8.67 SF |
|--|---------|

**Cleaning**

|                                       |           |
|---------------------------------------|-----------|
| 259. Clean concrete the floor         | 8.67 SF   |
| 260. Clean stud wall - Heavy          | 101.33 SF |
| 261. Clean floor or roof joist system | 8.67 SF   |

**Odor Control**

|                               |         |
|-------------------------------|---------|
| 262. Paint concrete the floor | 8.67 SF |
|-------------------------------|---------|

To paint the slab for odor control

|   |           |
|---|-----------|
| 263. Seal stud wall for odor control (shellac)    | 101.33 SF |
| 264. Seal floor or ceiling joist system (shellac) | 8.67 SF   |

**Flooring**

|   |         |
|---|---------|
| 265. Floor preparation for resilient flooring | 8.67 SF |
| 266. Vinyl tile                               | 8.67 SF |

**Drywall**

|   |           |
|---|-----------|
| 267. 1/2" drywall - hung, taped, floated, ready for paint | 110.00 SF |
|---|-----------|

**Millwork**

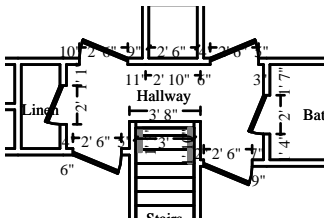
|                         |          |
|-------------------------|----------|
| 268. Baseboard - 3 1/4" | 12.67 LF |
|-------------------------|----------|

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**CONTINUED - Linen**

| DESCRIPTION   | QTY       |
|---|-----------|
| 269. Base shoe - stain grade  | 12.67 LF  |
| 270. Interior door - Colonist - pre-hung unit                       | 1.00 EA   |
| 271. Closet shelf and rod package                                   | 4.33 LF   |
| <b><u>Painting</u></b>  |           |
| 272. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling | 110.00 SF |
| 273. Stain & finish base shoe or quarter round                      | 12.67 LF  |
| 274. Seal (1 coat) & paint (1 coat) baseboard                       | 12.67 LF  |
| 275. Paint door or window opening - 2 coats (per side)              | 1.00 EA   |
| 276. Paint door slab only - 2 coats (per side)                      | 1.00 EA   |
| 277. Seal & paint wood shelving, 12"- 24" width                     | 4.33 LF   |
| <b><u>Finish Hardware/Accessories</u></b>                           |           |
| 278. Door knob - interior   | 1.00 EA   |

NOTES:



| Hallway                   | Height: 8'               |
|---------------------------|--------------------------|
| 267.35 SF Walls           | 40.83 SF Ceiling         |
| 308.18 SF Walls & Ceiling | 40.83 SF Floor           |
| 4.54 SY Flooring          | 32.96 LF Floor Perimeter |
| 32.96 LF Ceil. Perimeter  |                          |

| DESCRIPTION  | QTY      |
|--|----------|
| <b><u>Demo</u></b>                                 |          |
| 279. Demolish/remove - bedroom/room (up to 200 sf) | 40.83 SF |
| <b><u>Cleaning</u></b>                             |          |
| 280. Clean floor                                   | 40.83 SF |





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**CONTINUED - Hallway**

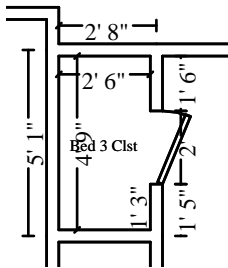
| <b>DESCRIPTION</b>  | <b>QTY</b> |
|---|------------|
| To clean the sub-floor  |            |
| 281. Clean stud wall - Heavy  | 267.35 SF  |
| 282. Clean floor or roof joist system                               | 40.83 SF   |
| <b><u>Odor Control</u></b>  |            |
| 283. Seal the floor shellac - one coat                              | 40.83 SF   |
| To paint the slab for odor control                                  |            |
| 284. Seal stud wall for odor control (shellac)                      | 267.35 SF  |
| 285. Seal floor or ceiling joist system (shellac)                   | 40.83 SF   |
| <b><u>Flooring</u></b>  |            |
| 286. Underlayment - 1/4" lauan/mahogany plywood                     | 40.83 SF   |
| 287. Vinyl tile   | 40.83 SF   |
| <b><u>Drywall</u></b>   |            |
| 288. 1/2" drywall - hung, taped, floated, ready for paint           | 308.18 SF  |
| <b><u>Millwork</u></b>  |            |
| 289. Baseboard - 4 1/4"   | 32.96 LF   |
| 290. Base shoe - stain grade  | 32.96 LF   |
| 291. R&R Attic entrance cover and trim                              | 1.00 EA    |
| <b><u>Painting</u></b>  |            |
| 292. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling | 308.18 SF  |
| 293. Stain & finish base shoe or quarter round                      | 32.96 LF   |
| 294. Seal (1 coat) & paint (1 coat) baseboard, oversized            | 32.96 LF   |
| 295. Paint door or window opening - 2 coats (per side)              | 6.00 EA    |
| 296. Paint door slab only - 2 coats (per side)                      | 6.00 EA    |
| 297. Seal (1 coat) & paint (1 coat) trim                            | 12.00 LF   |
| To paint the attic cover  |            |
| <b><u>Electrical/Lighting</u></b>                                   |            |
| 298. Light fixture  | 1.00 EA    |
| 299. R&R Outlet   | 1.00 EA    |
| 300. R&R Switch   | 2.00 EA    |
| 301. Smoke detector   | 1.00 EA    |
| <b><u>HVAC</u></b>  |            |
| 302. Heat/AC register - Mechanically attached                       | 1.00 EA    |

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**CONTINUED - Hallway**

| DESCRIPTION                | QTY     |
|----------------------------|---------|
| 303. Cold air return cover | 1.00 EA |
| 304. Thermostat            | 1.00 EA |
| 305. Dehumidifier          | 1.00 EA |

NOTES:



**Bed 3 Clst**

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 116.00 SF Walls           | 11.88 SF Ceiling         |
| 127.88 SF Walls & Ceiling | 11.88 SF Floor           |
| 1.32 SY Flooring          | 14.50 LF Floor Perimeter |
| 14.50 LF Ceil. Perimeter  |                          |

| DESCRIPTION   | QTY       |
|---|-----------|
| <b>Demo</b>   |           |
| 306. Demolish/remove - bedroom/room (up to 200 sf)  | 11.88 SF  |
| <b>Insulation</b>                                   |           |
| 307. R&R Sprayed polyurethane foam - open cell - 4" | 20.00 SF  |
| <b>Cleaning</b>                                     |           |
| 308. Clean floor                                    | 11.88 SF  |
| To clean the sub-floor.                             |           |
| 309. Clean stud wall - Heavy                        | 116.00 SF |
| 310. Clean floor or roof joist system               | 11.88 SF  |
| <b>Odor Control</b>                                 |           |
| 311. Seal the floor shellac - one coat              | 11.88 SF  |
| To paint the slab for odor control                  |           |
| 312. Seal stud wall for odor control (shellac)      | 116.00 SF |



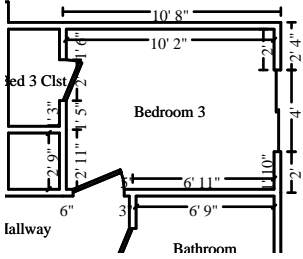
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**CONTINUED - Bed 3 Clst**

| <b>DESCRIPTION</b>  | <b>QTY</b> |
|---|------------|
| 313. Seal floor or ceiling joist system (shellac)                   | 11.88 SF   |
| <b><u>Flooring</u></b>  |            |
| 314. Underlayment - 1/4" lauan/mahogany plywood                     | 11.88 SF   |
| 315. Vinyl tile   | 11.88 SF   |
| <b><u>Drywall</u></b>   |            |
| 316. 1/2" drywall - hung, taped, floated, ready for paint           | 127.88 SF  |
| <b><u>Millwork</u></b>  |            |
| 317. Baseboard - 4 1/4"   | 14.50 LF   |
| 318. Base shoe - stain grade  | 14.50 LF   |
| 319. Interior door - Colonist - pre-hung unit                       | 1.00 EA    |
| 320. Closet shelf and rod package                                   | 4.75 LF    |
| <b><u>Painting</u></b>  |            |
| 321. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling | 127.88 SF  |
| 322. Stain & finish base shoe or quarter round                      | 14.50 LF   |
| 323. Seal (1 coat) & paint (1 coat) baseboard, oversized            | 14.50 LF   |
| 324. Paint door or window opening - 2 coats (per side)              | 1.00 EA    |
| 325. Paint door slab only - 2 coats (per side)                      | 1.00 EA    |
| 326. Seal & paint wood shelving, 12"- 24" width                     | 4.75 LF    |
| <b><u>Finish Hardware/Accessories</u></b>                           |            |
| 327. Door knob - interior   | 1.00 EA    |

NOTES:

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**Bedroom 3**

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 288.00 SF Walls           | 79.64 SF Ceiling         |
| 367.64 SF Walls & Ceiling | 79.64 SF Floor           |
| 8.85 SY Flooring          | 36.00 LF Floor Perimeter |
| 36.00 LF Ceil. Perimeter  |                          |

**DESCRIPTION**

**QTY**

**Demo**

328. Demolish/remove - bedroom/room (up to 200 sf) 79.64 SF

**Insulation**

329. R&R Sprayed polyurethane foam - open cell - 4" 36.00 SF

**Cleaning**

330. Clean floor 79.64 SF

To clean the sub-floor

331. Clean stud wall - Heavy 288.00 SF

332. Clean floor or roof joist system 79.64 SF

**Odor Control**

333. Seal the floor shellac - one coat 79.64 SF

To paint the slab for odor control

334. Seal stud wall for odor control (shellac) 288.00 SF

335. Seal floor or ceiling joist system (shellac) 79.64 SF

**Flooring**

336. Underlayment - 1/4" lauan/mahogany plywood 79.64 SF

337. Vinyl tile 79.64 SF

**Drywall**

338. 1/2" drywall - hung, taped, floated, ready for paint 367.64 SF

**Millwork**

339. Baseboard - 4 1/4" 36.00 LF

340. Base shoe - stain grade 36.00 LF

341. Casing - 3 1/4" 17.50 LF

342. R&R Vinyl window, horizontal sliding, 12-23 sf 1.00 EA

343. Additional charge for a retrofit window, 12-23 sf 1.00 EA

344. Add on for "Low E" glass 15.67 SF

345. Interior door - Colonist - pre-hung unit 1.00 EA

**Painting**

346. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling 367.64 SF

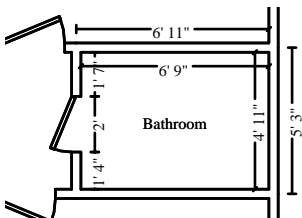
347. Stain & finish base shoe or quarter round 36.00 LF

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**CONTINUED - Bedroom 3**

| DESCRIPTION  | QTY      |
|--|----------|
| 348. Seal (1 coat) & paint (1 coat) baseboard, oversized | 36.00 LF |
| 349. Paint door or window opening - 2 coats (per side)   | 3.00 EA  |
| 350. Paint door slab only - 2 coats (per side)           | 2.00 EA  |
| <b><u>Electrical/Lighting</u></b>                        |          |
| 351. Light fixture                                       | 1.00 EA  |
| 352. R&R Outlet  | 6.00 EA  |
| 353. R&R Switch  | 1.00 EA  |
| 354. Smoke detector                                      | 1.00 EA  |
| <b><u>HVAC</u></b>                                       |          |
| 355. Heat/AC register - Mechanically attached            | 1.00 EA  |
| <b><u>Finish Hardware/Accessories</u></b>                |          |
| 356. Door knob - interior                                | 1.00 EA  |
| <b><u>Window Treatments</u></b>                          |          |
| 357. R&R Window blind - aluminum - 1" - 20.1 to 32 SF    | 1.00 EA  |

NOTES:



**Bathroom**

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 186.67 SF Walls           | 33.19 SF Ceiling         |
| 219.85 SF Walls & Ceiling | 33.19 SF Floor           |
| 3.69 SY Flooring          | 23.33 LF Floor Perimeter |
| 23.33 LF Ceil. Perimeter  |                          |

| DESCRIPTION                                   | QTY      |
|---|----------|
| <b><u>Demo</u></b>                            |          |
| 358. Demolish/remove - bathroom (up to 50 sf) | 33.19 SF |



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**CONTINUED - Bathroom**

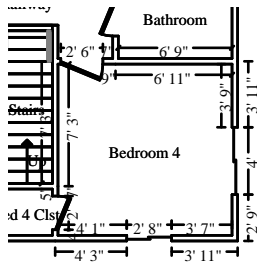
| <b>DESCRIPTION</b>  | <b>QTY</b> |
|---|------------|
| <b><u>Insulation</u></b>  |            |
| 359. R&R Sprayed polyurethane foam - open cell - 4"   | 39.33 SF   |
| <b><u>Cleaning</u></b>  |            |
| 360. Clean floor<br>To clean the sub-floor.   | 33.19 SF   |
| 361. Clean stud wall - Heavy  | 186.67 SF  |
| 362. Clean floor or roof joist system   | 33.19 SF   |
| <b><u>Odor Control</u></b>  |            |
| 363. Seal the floor shellac - one coat<br>To paint the slab for odor control                        | 33.19 SF   |
| 364. Seal stud wall for odor control (shellac)  | 186.67 SF  |
| 365. Seal floor or ceiling joist system (shellac)   | 33.19 SF   |
| <b><u>Flooring</u></b>  |            |
| 366. Underlayment - 1/4" lauan/mahogany plywood   | 33.19 SF   |
| 367. Vinyl floor covering (sheet goods)<br>15 % waste added for Vinyl floor covering (sheet goods). | 38.17 SF   |
| 368. Door threshold, rubber   | 2.00 LF    |
| <b><u>Drywall</u></b>   |            |
| 369. 1/2" drywall - hung, taped, floated, ready for paint   | 219.85 SF  |
| <b><u>Millwork</u></b>  |            |
| 370. Cove base molding - rubber or vinyl, 4" high   | 15.50 LF   |
| 371. Interior door - Colonist - pre-hung unit   | 1.00 EA    |
| 372. R&R Vanity   | 1.58 LF    |
| 373. R&R Medicine cabinet   | 1.00 EA    |
| <b><u>Painting</u></b>  |            |
| 374. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling                                 | 219.85 SF  |
| 375. Paint door or window opening - 2 coats (per side)  | 1.00 EA    |
| 376. Paint door slab only - 2 coats (per side)  | 1.00 EA    |
| <b><u>Finish Hardware/Accessories</u></b>   |            |
| 377. Door knob - interior   | 1.00 EA    |
| 378. Shower curtain rod   | 1.00 EA    |
| <b><u>Plumbing</u></b>  |            |

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**CONTINUED - Bathroom**

| DESCRIPTION                                    | QTY     |
|--|---------|
| 379. Toilet                                    | 1.00 EA |
| 380. Toilet seat                               | 1.00 EA |
| 381. Vanity top - one sink - cultured marble   | 1.67 LF |
| 382. Sink faucet - Bathroom                    | 1.00 EA |
| 383. Tub/shower faucet                         | 1.00 EA |
| 384. Fiberglass tub & shower combination       | 1.00 EA |
| <b>Electrical</b>                              |         |
| 385. R&R Ground fault interrupter (GFI) outlet | 1.00 EA |
| 386. R&R Switch                                | 1.00 EA |
| 387. R&R Bathroom ventilation fan              | 1.00 EA |
| 388. Light fixture                             | 1.00 EA |
| <b>HVAC</b>                                    |         |
| 389. Heat/AC register - Mechanically attached  | 1.00 EA |

NOTES:



**Bedroom 4**

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 328.00 SF Walls           | 105.06 SF Ceiling        |
| 433.06 SF Walls & Ceiling | 105.06 SF Floor          |
| 11.67 SY Flooring         | 41.00 LF Floor Perimeter |
| 41.00 LF Ceil. Perimeter  |                          |

| DESCRIPTION  | QTY       |
|--|-----------|
| <b>Demo</b>  |           |
| 390. Demolish/remove - bedroom/room (up to 200 sf) | 105.06 SF |
| <b>Insulation</b>                                  |           |

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**CONTINUED - Bedroom 4**

| <b>DESCRIPTION</b>   | <b>QTY</b> |
|--|------------|
| 391. R&R Sprayed polyurethane foam - open cell - 4"                          | 162.00 SF  |
| <b><u>Cleaning</u></b>   |            |
| 392. Clean floor<br>To clean the sub-floor                                   | 105.06 SF  |
| 393. Clean stud wall - Heavy   | 328.00 SF  |
| 394. Clean floor or roof joist system  | 105.06 SF  |
| <b><u>Odor Control</u></b>   |            |
| 395. Seal the floor shellac - one coat<br>To paint the slab for odor control | 105.06 SF  |
| 396. Seal stud wall for odor control (shellac)                               | 328.00 SF  |
| 397. Seal floor or ceiling joist system (shellac)                            | 105.06 SF  |
| <b><u>Flooring</u></b>   |            |
| 398. Underlayment - 1/4" lauan/mahogany plywood                              | 105.06 SF  |
| 399. Vinyl tile  | 105.06 SF  |
| <b><u>Drywall</u></b>  |            |
| 400. 1/2" drywall - hung, taped, floated, ready for paint                    | 433.06 SF  |
| <b><u>Millwork</u></b>   |            |
| 401. Baseboard - 4 1/4"  | 41.00 LF   |
| 402. Base shoe - stain grade   | 41.00 LF   |
| 403. Casing - 3 1/4"   | 35.17 LF   |
| 404. R&R Vinyl window, horizontal sliding, 12-23 sf                          | 1.00 EA    |
| 405. R&R Vinyl window, horizontal sliding, 3-11 sf                           | 1.00 EA    |
| 406. Additional charge for a retrofit window, 3-11 sf                        | 1.00 EA    |
| 407. Additional charge for a retrofit window, 12-23 sf                       | 1.00 EA    |
| 408. Add on for "Low E" glass  | 26.11 SF   |
| 409. Interior door - Colonist - pre-hung unit                                | 1.00 EA    |
| <b><u>Painting</u></b>   |            |
| 410. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling          | 433.06 SF  |
| 411. Stain & finish base shoe or quarter round                               | 41.00 LF   |
| 412. Seal (1 coat) & paint (1 coat) baseboard, oversized                     | 41.00 LF   |
| 413. Paint door or window opening - 2 coats (per side)                       | 4.00 EA    |
| 414. Paint door slab only - 2 coats (per side)                               | 2.00 EA    |

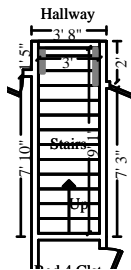


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**CONTINUED - Bedroom 4**

| DESCRIPTION   | QTY     |
|---|---------|
| <b><u>Electrical/Lighting</u></b>                     |         |
| 415. Light fixture                                    | 1.00 EA |
| 416. R&R Outlet                                       | 6.00 EA |
| 417. R&R Switch                                       | 1.00 EA |
| 418. Smoke detector                                   | 1.00 EA |
| <b><u>HVAC</u></b>                                    |         |
| 419. Heat/AC register - Mechanically attached         | 1.00 EA |
| <b><u>Finish Hardware/Accessories</u></b>             |         |
| 420. Door knob - interior                             | 1.00 EA |
| <b><u>Window Treatments</u></b>                       |         |
| 421. R&R Window blind - aluminum - 1" - 7.1 to 14 SF  | 1.00 EA |
| 422. R&R Window blind - aluminum - 1" - 20.1 to 32 SF | 1.00 EA |

NOTES:



**Stairs**

**Height: 17'**

|                           |                          |
|---------------------------|--------------------------|
| 278.22 SF Walls           | 27.19 SF Ceiling         |
| 305.41 SF Walls & Ceiling | 56.81 SF Floor           |
| 6.31 SY Flooring          | 27.26 LF Floor Perimeter |
| 21.13 LF Ceil. Perimeter  |                          |

| DESCRIPTION  | QTY      |
|--|----------|
| <b><u>Demo</u></b>                                 |          |
| 423. Demolish/remove - bedroom/room (up to 200 sf) | 56.81 SF |
| <b><u>Cleaning</u></b>                             |          |
| 424. Clean floor                                   | 56.81 SF |



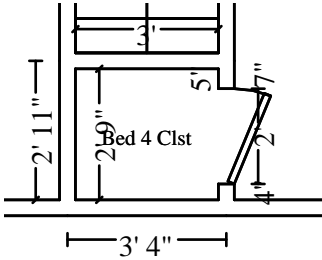
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**CONTINUED - Stairs**

| <b>DESCRIPTION</b>  | <b>QTY</b> |
|---|------------|
| To clean the sub-floor.   |            |
| 425. Clean stud wall - Heavy  | 278.22 SF  |
| 426. Clean floor or roof joist system                               | 27.19 SF   |
| <b><u>Odor Control</u></b>  |            |
| 427. Seal the floor shellac - one coat                              | 56.81 SF   |
| To paint the slab for odor control                                  |            |
| 428. Seal stud wall for odor control (shellac)                      | 278.22 SF  |
| 429. Seal floor or ceiling joist system (shellac)                   | 27.19 SF   |
| <b><u>Flooring</u></b>  |            |
| 430. Stair riser - resilient - 7" high, 1/8" thick                  | 39.00 LF   |
| 431. Stair tread - 12" wide, 5/16" thick                            | 36.00 LF   |
| <b><u>Drywall</u></b>   |            |
| 432. 1/2" drywall - hung, taped, floated, ready for paint           | 305.41 SF  |
| <b><u>Millwork</u></b>  |            |
| 433. Stair Skirt/Apron - wall side - paint grade                    | 21.26 LF   |
| 434. Handrail - round / oval - softwood - wall mounted              | 12.00 LF   |
| 435. Trim board - 1" x 6" - installed (pine)                        | 6.00 LF    |
| <b><u>Painting</u></b>  |            |
| 436. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling | 305.41 SF  |
| 437. Paint stair stringer - one side                                | 21.26 LF   |
| 438. Seal (1 coat) & paint (1 coat) trim                            | 6.00 LF    |
| 439. Stain & finish handrail - wall mounted                         | 12.00 LF   |
| <b><u>Electrical</u></b>  |            |
| 440. R&R Switch   | 1.00 EA    |

NOTES:

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**Bed 4 Clst**

**Height: 8'**

|                           |                          |
|---------------------------|--------------------------|
| 92.00 SF Walls            | 8.25 SF Ceiling          |
| 100.25 SF Walls & Ceiling | 8.25 SF Floor            |
| 0.92 SY Flooring          | 11.50 LF Floor Perimeter |
| 11.50 LF Ceil. Perimeter  |                          |

**DESCRIPTION**

**QTY**

**Demo**

441. Demolish/remove - bedroom/room (up to 200 sf) 8.25 SF

**Insulation**

442. R&R Sprayed polyurethane foam - open cell - 4" 26.67 SF

**Cleaning**

443. Clean floor 8.25 SF

To clean the sub-floor.

444. Clean stud wall - Heavy 92.00 SF

445. Clean floor or roof joist system 8.25 SF

**Odor Control**

446. Seal the floor shellac - one coat 8.25 SF

To paint the slab for odor control

447. Seal stud wall for odor control (shellac) 92.00 SF

448. Seal floor or ceiling joist system (shellac) 8.25 SF

**Flooring**

449. Underlayment - 1/4" lauan/mahogany plywood 8.25 SF

450. Vinyl tile 8.25 SF

**Drywall**

451. 1/2" drywall - hung, taped, floated, ready for paint 100.25 SF

**Millwork**

452. Baseboard - 4 1/4" 11.50 LF

453. Base shoe - stain grade 11.50 LF

454. Interior door - Colonist - pre-hung unit 1.00 EA

455. Closet shelf and rod package 2.75 LF

**Painting**

456. Seal/prime (1 coat) then paint (2 coats) the walls and ceiling 100.25 SF

457. Stain & finish base shoe or quarter round 11.50 LF

458. Seal (1 coat) & paint (1 coat) baseboard, oversized 11.50 LF

459. Paint door or window opening - 2 coats (per side) 1.00 EA

460. Paint door slab only - 2 coats (per side) 1.00 EA

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**CONTINUED - Bed 4 Clst**

| DESCRIPTION                                     | QTY     |
|---|---------|
| 461. Seal & paint wood shelving, 12"- 24" width | 2.75 LF |
| <b><u>Finish Hardware/Accessories</u></b>       |         |
| 462. Door knob - interior                       | 1.00 EA |

NOTES:

**General**

| DESCRIPTION   | QTY     |
|---|---------|
| 463. Dumpster load - Approx. 40 yards, 7-8 tons of debris | 2.00 EA |

NOTES:

**Attic**



| Attic                      | Height: 8'                |
|----------------------------|---------------------------|
| 2054.67 SF Walls           | 2539.33 SF Ceiling        |
| 4594.00 SF Walls & Ceiling | 2539.33 SF Floor          |
| 282.15 SY Flooring         | 256.83 LF Floor Perimeter |
| 256.83 LF Ceil. Perimeter  |                           |

| DESCRIPTION | QTY |
|-------------|-----|
|-------------|-----|



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**CONTINUED - Attic**

| <b>DESCRIPTION</b>  | <b>QTY</b> |
|---|------------|
| <b><u>Insulation</u></b>  |            |
| 464. R&R Sprayed polyurethane foam - open cell - 6"   | 2539.33 SF |
| <b><u>Cleaning</u></b>  |            |
| 465. Clean floor or roof joist system   | 2539.33 SF |
| <b><u>Odor Control</u></b>  |            |
| 466. Seal attic framing (shellac) - up to 5/12  | 2539.33 SF |
| <b><u>HVAC</u></b>  |            |
| 467. R&R Fiberglass duct wrap, 2" thick   | 520.00 SF  |
| 468. R&R Ductwork - flexible - insulated - 6" round   | 480.00 LF  |
| <b><u>Electrical</u></b>  |            |
| 469. Rewire\wire - avg. residence - boxes & wiring<br>To rewire the attic directly over the unit of origin. | 633.35 SF  |
| 470. R&R Light fixture  | 8.00 EA    |
| 471. R&R Outlet   | 8.00 EA    |
| 472. R&R Switch   | 8.00 EA    |
| 473. Clean masonry  | 576.00 SF  |
| 474. Seal block with masonry sealer<br>For the abandoned chimneys in the attic.                             | 576.00 SF  |

NOTES:



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**Grand Total Areas:**

|          |                    |          |                             |          |                        |
|----------|--------------------|----------|-----------------------------|----------|------------------------|
| 5,973.76 | SF Walls           | 3,517.29 | SF Ceiling                  | 9,491.04 | SF Walls and Ceiling   |
| 3,546.91 | SF Floor           | 394.10   | SY Flooring                 | 737.99   | LF Floor Perimeter     |
| 0.00     | SF Long Wall       | 0.00     | SF Short Wall               | 737.86   | LF Ceil. Perimeter     |
| 3,546.91 | Floor Area         | 3,724.34 | Total Area                  | 5,490.86 | Interior Wall Area     |
| 4,433.69 | Exterior Wall Area | 511.45   | Exterior Perimeter of Walls |          |                        |
| 0.00     | Surface Area       | 0.00     | Number of Squares           | 0.00     | Total Perimeter Length |
| 0.00     | Total Ridge Length | 0.00     | Total Hip Length            |          |                        |