



Newport News Redevelopment & Housing Authority
Division of Purchasing
227 – 27th Street • P.O. Box 797
Newport News, VA 23607
Phone: (757) 928-2623 Fax: (757) 245-2144
www.nnrha.com

INVITATION FOR BIDS

IFB #MCSR-11-22

Marshall Courts Structural Repair

854/B 35th Street, Newport News, VA 23607

Issue Date: November 1st, 2022
Site Visit: November 15th, 2022 @ 9:00 AM
Closing Date: November 30th, 2022 @ 2:00 PM

Craig D. McCullough
Procurement Manager

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"All forms identified with red * must be completed and submitted with bid packet."



*Invitation for Bids
IFB #MCSR-11-22
November 01, 2022*

Newport News Redevelopment & Housing Authority
Division of Purchasing
227 27th Street, P.O. Box 797
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Phone: (757) 928-2623 Fax: (757) 245-2144
<http://www.nnrha.com>

Marshall Courts Structural Repairs
854 35th Street APT B, Newport News, VA 23607
Optional Site Visit: November 15th, 2022 @ 9:00 A.M.
Bid Due Date and Time: November 30th, 2022 @ 2:00 P.M.

Subject to the conditions and instructions contained herein, bids will be received at the above office until the date and hour shown above (local prevailing time). Bids may be hand delivered or faxed (757) 245-2144 or emailed to cmccullough@nnrha.org. **Bids received in the issuing office after the date and time may not be considered.** NNRHA is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-authority mail system. **It is the sole responsibility of the bidders to ensure that its bid reaches the issuing office by the designated date and hour.** The official time used in the receipt of bids is that time on the automatic time stamp machine or other documentary evidence of receipt in the issuing office.

All requests for interpretation of specifications shall be by written request, sent via facsimile to (757) 245-2144 or emailed to cmccullough@nnrha.org. Any changes to this document will be issued as addenda, 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. **Last day for written questions is November 21, 2022 @ 4:00 p.m.**

PLEASE NOTE: The Wilbern Building is closed daily between the hours of 12:00 noon to 1:00 p.m.

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 closing date, to furnish any or all the items and /or services upon which prices are quoted, 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 solicitation, and is authorized to contract on behalf of the firm named below.

Company Name: _____ Federal Tax ID: _____

Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ E-mail: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

PURPOSE:

The purpose of the Invitation for Bids (IFB) is to establish a contract with a qualified vendor(s) to provide Fire Loss Damage Cleaning and Repair Services as specified herein to Newport News Redevelopment & Housing Authority (NNRHA) herein referred to as the Authority.

SCOPE OF WORK:

The contractor is responsible for all labor, material, equipment, supervision, permits, to include removal and disposal of existing damaged material per pricing **Sheet Attachment “A”**.

The contractor will coordinate with the COTR for paint and tile color.

Paint: Wall - Sherwin Williams Snowbound – SW7004

Paint: Baseboard – Sherwin Williams Rainstorm – SW6230

Tile, Floor – Armstrong Standard Grade VCT Tile, 12 x 12, Cottage Tan - #51830031

PERFORMANCE INSTRUCTIONS:

Contractor shall contact the Contracting Officers Technical Representative (COTR) for scheduling of all work. All work shall be performed between the hours of 8:00 A.M. - 5:00 P.M. Monday – Friday. Contractor is responsible for all material, labor and permits. NNRHA reserves the right to reject proposed materials and supplies. The contractor shall take all precautions necessary to protect the Authority’s property and any adjacent property. Contractor is responsible for insuring a safe and secure work area. Damage caused by the contractor shall be repaired at his/her expense prior to submittal of final request for payment.

OPTIONAL SITE INSPECTION:

An optional site visit will be held on November 15th, 2022 @ 9:00 A.M. 854 35th Street Apartment B, Newport News, VA 23607. The purpose of this site visit is to allow potential solicitors an opportunity to present questions and obtain clarification relative to any facet of this Invitation for Bids.

While attendance at the site visit is not a prerequisite for submitting a bid, vendors who intend to submit a bid are encouraged to attend. **Please bring a copy of your solicitation with you.** Any changes resulting from the site inspection will be issued as an addendum to the solicitation.

DAVIS BACON WAGE DETERMINATION:

Due to funding source and anticipated dollar amount of this contract, Davis Bacon Wage Rates will apply. The successful bidder is required to contact Craig McCullough at (757) 928-2632 to attend a pre-construction meeting prior to start of work for this project. **Davis Bacon Wage Decision #VA20220140 dated August 26, 2022 applies.**

AWARD OF CONTRACT:

An award will be made to the lowest responsive and responsible bidder. The Authority reserves the right to make multiple awards or award by lot or total price. The Agency reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

PRICING SCHEDULE:

Your bid submission certifies that you have familiarized yourself with the property and has reviewed the work to be done to ensure compliance with all applicable regulations and codes.

PRICING SHEET

Address: NNRHA 854/B 35THSTREET

Unit: Unit 01

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1 General Requirements					
1	<p>10 OWNER ACCEPTS SCOPE OF WORK</p> <p>The undersigned applicant(s) certifies that he/she has participated in the development of this Work Write Up (WWU) with the "Date inspected" date of _____ & referred to as Exhibit 1. After careful review the applicant understands & accepts the work described & has initialed & dated each page of this WWU.</p> <p>X _____ X _____ Applicant Date Applicant Date</p>	1.00	DU	_____	_____
2	<p>14 CONTRACTOR ACCEPTS SCOPE OF WORK</p> <p>The undersigned contractor certifies that he/she has carefully reviewed & agrees to perform the work described in this Work Write Up (WWU) with the "Date Inspected" date of _____ & referred to as Exhibit 1. The contractor shall initial & date each page of the WWU.</p> <p>X _____ Contractor Date</p>	1.00	DU	_____	_____
3	<p>35 VERIFY QUANTITIES/MEASUREMENTS</p> <p>All Quantities stated in the attached specifications for this address using Units of Measure other than Each (EA), Room (RM) or Dwelling Unit (DU) (e.g. SF of Drywall) are for the contractor's convenience and must be verified by the contractor at a mandatory site inspection prior to bid submission. All quantities stated in the Units of Measure Each (EA), Room (RM) or Dwelling Unit (DU) are as stated. Discrepancies in Quantities found by the contractor must be communicated to the Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.</p>	1.00	GR	_____	_____
4	<p>36 BUILDING PERMIT REQUIRED</p> <p>The contractor is responsible for submitting this owner-prepared work write up to the building department, applying for, paying for and receiving a building permit prior to starting any work.</p>	1.00	EA	_____	_____
5	<p>37 ELECTRICAL PERMIT REQUIRED</p> <p>Prior to the start of work, the contractor shall create any documentation necessary to apply for, pay for and receive an electrical permit on behalf of the owner.</p>	1.00	EA	_____	_____
6	<p>38 PLUMBING PERMIT REQUIRED</p> <p>Prior to the start of work, the contractor shall: create a riser diagram, septic layout and all other documentation needed to apply for, pay for and receive a plumbing permit on behalf of the owner.</p>	1.00	EA	_____	_____

Location: 1 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 1 General Requirements					
7	39 HVAC PERMIT REQUIRED Prior to the start of the heating/cooling work, the contractor shall create a heating distribution layout and perform heat/cooling loss calculations and all other documentation needed to apply for, pay for and receive an HVAC permit on behalf of the owner.	1.00	EA	_____	_____
8	46 PRE-CONSTRUCTION WALK-THRU The contractor, rehab specialist and owner will perform a walk-thru of the property together to clarify the work to be performed before construction begins.	1.00	DU	_____	_____

Location Total: _____**Location: 2 - BEDROOM#1**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 17 Drywall & Plaster					
9	5210 DRYWALL--PATCH--LARGE / Texture repairs Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.	40.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
10	5565 PAINT KILZ stan blocker VACANT ROOM Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sandpaper. Clean all surfaces with non-phosphate detergent. Kilz / prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Include any closets.	470.00	SF	_____	_____

Trade: 23 Electric

11	7730 LIGHT FIXTURE--REPLACE Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$30 allowance for fixture.	1.00	EA	_____	_____
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Trade: 27 Fire Protection

12	8710 SMOKE DETECTOR--HARD WIRED Install a hard wired, ceiling mounted smoke and heat detector.	1.00	EA	_____	_____
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Location Total: _____**Location: 3 - Bedroom #2**

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Location: 3 - Bedroom #2 Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
13	3065 DOOR--REPLACE BEDROOM DOOR AND LOCK SET Replace bedroom door make sure door is smoothly operating with lock set.	1.00	EA	_____	_____
Trade: 17 Drywall & Plaster					
14	5210 DRYWALL--PATCH--LARGE Texture repair Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.	40.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
15	5565 PAINT Stain blocking Kilz VACANT ROOM Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sandpaper. Clean all surfaces with non-phosphate detergent. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Include any closets.	466.00	RM	_____	_____
Trade: 23 Electric					
16	7730 LIGHT FIXTURE--REPLACE Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$30 allowance for fixture.	1.00	EA	_____	_____
Trade: 27 Fire Protection					
17	8710 SMOKE DETECTOR--HARD WIRED Install a hard wired, ceiling mounted smoke and heat detector.	1.00	EA	_____	_____

Location Total: _____

Location: 4 - Bedroom#3 Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 17 Drywall & Plaster					
18	5210 DRYWALL--PATCH--LARGE Repair Texture Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.	40.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
19	5565 PAINT Stain Blocking Kilz VACANT ROOM Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather	357.00	SF	_____	_____

Location: 4 - Bedroom#3

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 19 Paint & Wallpaper

edges & dull gloss surfaces with sandpaper. Clean all surfaces with non-phosphate detergent. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Include any closets.

Trade: 23 Electric

20	7730	LIGHT FIXTURE--REPLACE	1.00	EA	_____	_____
Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$30 allowance for fixture.						

Trade: 27 Fire Protection

21	8710	SMOKE DETECTOR--HARD WIRED Replace	1.00	EA	_____	_____
Install a hard wired, ceiling mounted smoke and heat detector.						

Location Total: _____

Location: 5 - HALL WAY/ COAT CLOSET& LINEN CL(

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 10 Carpentry

22	3420	ATTIC ACCESS	1.00	EA	_____	_____
REMOVE AND REPLACE ATTIC ACCESS COVER AND TRIM						

Trade: 17 Drywall & Plaster

23	5210	DRYWALL--PATCH--LARGE REPAIR TEXTURE	40.00	SF	_____	_____
Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.						

Trade: 19 Paint & Wallpaper

24	5565	PAINT STAIN BLOCKING KILZ VACANT ROOM	295.00	SF	_____	_____
Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sandpaper. Clean all surfaces with non-phosphate detergent. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Include any closets.						

Trade: 23 Electric

25	7730	LIGHT FIXTURE--REPLACE	1.00	EA	_____	_____
Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$30 allowance for fixture.						

Location: 5 - HALL WAY/ COAT CLOSET& LINEN CLC Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 27 Fire Protection					
26	8721 CARBON MONOXIDE / SMOKE DETECTOR Install a hard wired or plug-in carbon monoxide / smoke detector per code	1.00	EA	_____	_____

Location Total: _____

Location: 6 - Living Room Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
27	2410 BASEBOARD--1"X4" Install 1"x4", #2 grade pine base with finish nails or tee headed brads.	70.00	LF	_____	_____
28	2415 SHOE MOLDING Install pine shoe molding nailed 2' on center to create the tightest possible seal between the baseboard and floor using finish nails or tee headed brads.	70.00	LF	_____	_____
29	2441 **WALL/CEILING FRAMING** REPAIR AS NEEDED ALL DAMAGE WALL/ CEILING FRAMING	40.00	LF	_____	_____
30	2845 TRIM--WINDOW / DOORS SET 1"X4", INT. Install window trim including header, stop, stool, apron and casings using 1"x4", #2 grade pine or better. Install new door trim to ext door	70.00	LF	_____	_____

Trade: 16 Conservation

31	4905 INSULATE WALL--R-13 KRAFT FACED BATT After air sealing (Spec # 16-4903) install 3-1/2" thick, R-13, kraft paper faced fiberglass roll insulation between studs per manufacturer's specifications, carefully fit around all mechanical and structural components so that there are no gaps, the batts not compressed, and the cavities are completely filled. Staple flanges to the faces of the studs. Notify Owner when the installation is ready for inspection. The inspection will include spot checks for quality, pulling some of the facing away from the studs. The contractor will reinstall areas accessed for inspection. Insulation must be inspected before the wall finish is installed.	80.00	SF	_____	_____
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Trade: 17 Drywall & Plaster

32	5210 Ceiling DRYWALL / plaster replacement and texture replacement Remove all 5/8" drywall / plaster ceiling inside living room. Install new 5/8" fire code drywall to ceiling Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Match existing texture as close as possible ready for paint.	160.00	SF	_____	_____
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Location: 6 - Living Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 17 Drywall & Plaster					
33	5270 DRYWALL--1/2" demo all walls inside living room Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8" bead of low VOC drywall adhesive to each framing member and install using drywall screws min. 1 5/8 long, 8" on center. Run boards with long dimension perpendicular to framing members. Install wall texture to match as close as possible ready for paint.	180.00	SF	_____	_____

Trade: 19 Paint & Wallpaper

34	5565 PAINT STAIN BLOCKING KILZ VACANT ROOM Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sandpaper. Clean all surfaces with non-phosphate detergent. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Include any closets.	520.00	SF	_____	_____
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Trade: 23 Electric

35	7730 LIGHT FIXTURE--REPLACE Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$30 allowance for fixture.	1.00	EA	_____	_____
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Location Total: _____

Location: 7 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 9 Environmental Rehab					
36	9458 ALUMINUM SH - THERMAL GLASS WINDOW Remove damage kitchen window component. Field measure and install a new thermal pane glass. Clean glass.	1.00	EA	_____	_____

Trade: 10 Carpentry

37	2410 BASEBOARD--1"X4" Install 1"x4", #2 grade pine base with finish nails or tee headed brads.	20.00	LF	_____	_____
38	2415 SHOE MOLDING Install pine shoe molding nailed 2' on center to create the tightest possible seal between the baseboard and floor using finish nails or tee headed brads.	20.00	LF	_____	_____
39	2441 **WALL/CEILING FRAMING** REPAIR ALL DAMAGE WALL AND CEILING FRAMING	80.00	LF	_____	_____
40	3165 DOOR & FRAME--METAL BACK DOOR Field measure, fabricate, prime, topcoat and install a barred security door in a steel angle iron frame, and a heavy duty galvanized steel screen, with a single cylinder dead bolt	1.00	EA	_____	_____

Location: 7 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
lockset. Use 1/2"x 1/2" steel bars no more than 5" on center.					
41	3716 CABINET - WOOD BASE-PLYWOOD	8.00	LF	_____	_____
Remove & dispose off site all existing cabinets, counters, ledgers, etc. Install base cabinets constructed of solid hardwood face-frames, doors and draw fronts with 1/2" plywood carcasses & floors. Drawer boxes shall be plywood, joined using metal or plastic corner bracing. Install "D" shaped pulls on all doors and drawers even when finger grooves exist. Owner will choose style & finish from those available in line proposed by contractor. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.					
42	3726 CABINET - WOOD WALL-PLYWOOD	14.00	LF	_____	_____
Remove & dispose off site all existing upper cabinets, counters, ledgers, etc. NOTE: Upper cabinets will be either: a) 42" installed to ceiling OR b) will be 36" trimmed with a stained oak crown, OR c) will be 36" with a trimmed drywall or plywood soffit. Install upper cabinets constructed of solid hardwood face-frames and doors with 1/2" plywood carcasses & floors. Carcasses will be joined using metal or plastic corner bracing. Install "D" shaped pulls on all doors and drawers even when finger grooves exist. Owner will choose style & finish from those available in line proposed by contractor. Cabinets must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant.					
43	3747 REPLACE COUNTER TOP--PLASTIC LAMINATE	8.00	LF	_____	_____
Dispose of existing counter top. Field measure for sizing. All particleboard and MDF components must comply with California 93120 (formaldehyde content) or all exposed edges must be sealed with a low-VOC sealant. Screw to base cabinet a square edged plastic laminate counter top. Provide end-caps and cutout for sink. Caulk countertop to adjoining walls with low VOC caulking to match wall color. Owner's choice of in-stock color and texture.					

Trade: 16 Conservation

44	4905 INSULATE WALL--R-13 KRAFT FACED BATT	80.00	SF	_____	_____
After air sealing (Spec # 16-4903) install 3-1/2" thick, R-13, kraft paper faced fiberglass roll insulation between studs per manufacturer's specifications, carefully fit around all mechanical and structural components so that there are no gaps, the batts not compressed, and the cavities are completely filled. Staple flanges to the faces of the studs. Notify Owner when the installation is ready for inspection. The inspection will include spot checks for quality, pulling some of the facing away from the studs. The contractor will reinstall areas accessed for inspection. Insulation must be inspected before the wall finish is installed.					

Trade: 17 Drywall & Plaster

Location: 7 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 17 Drywall & Plaster					
45	5270 DRYWALL--1/2" REMOVE AND REPLACE ALL DAMAGE WALL AREA Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8" bead of low VOC drywall adhesive to each framing member and install using drywall screws min. 1 5/8 long, 8" on center. Run boards with long dimension perpendicular to framing members. Match texture as close as possible ready for paint.	140.00	SF	_____	_____
46	5275 DRYWALL--/ PLASTER CEILING DEMO AND REPLACE WITH FIRE RESISTANT Hang, tape and 3 coat finish 5/8" type X fire resistant drywall. Apply a 3/8" bead of adhesive to each framing member and screw or double nail, 8" o.c. Run boards with long dimension horizontal. Match texture as close as possible ready for paint.	150.00	SF	_____	_____
Trade: 19 Paint & Wallpaper					
47	5565 PAINT WITH A STAIN BLOCKING KILZ VACANT ROOM Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sandpaper. Clean all surfaces with non-phosphate detergent. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Include any closets.	550.00	SF	_____	_____
Trade: 22 Plumbing					
48	6835 SINK--DOUBLE BOWL COMPLETE INSTALL DOUBLE BOWL KITCHEN SINK AND FAUCET Provide new plumbing rough-ins and provide and install a new 8" deep double bowl stainless steel self rimming kitchen sink with two basket strainers. Install a new single control washer less kitchen sink faucet with spray. Faucet to have a maximum flow rate of 2.5 gallons per minute. Install new stop valves, drains trap and supply lines from stop valves to faucet. All installations shall comply with local codes. Faucet to have at least a 2 year warranty. Use Delta Model #400 or approved equal. Allow \$125 to purchase sink & \$75 to purchase faucets.	1.00	EA	_____	_____
Trade: 23 Electric					
49	7470 ELECTRIC SERVICE--100 AMP Replace existing electrical service with a residential, 100 amp, single phase, 3 wire electric service. Include a main disconnect, 20 circuit panel board, Existing meter socket is a 100 amp, weather head, service cable, and ground rod and cable. Seal exterior service penetration. ALL ELECTRIC WORK HAS TO MEET THE 2017 ELECTRIC CITY CODES	1.00	EA	_____	_____
50	7565 INSTALL RECEPTACLE--15 AMP Install an ivory, duplex, 15 amp receptacle and ivory cover plate at least 15" above floor level using copper 12-3 non-metallic (NM) cable. Fish wire and repair all tear out.	3.00	EA	_____	_____

Location: 7 - Kitchen

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23 Electric					
51	7583 REPLACE RECEPTACLE WITH GFCI DEVICE Replace existing receptacle with an ivory surfaced mounted ground fault circuit interrupt receptacle with ivory cover plate.	2.00	EA	_____	_____
52	7740 LIGHT FIXTURE AND SWITCH Install a ceiling mounted, UL approved, 2 bulb light fixture (\$20 material allowance) controlled by an ivory switch with a ivory cover located at the strike side of the door. Fish wire and repair all tear out.	1.00	EA	_____	_____
53	7840 RANGE HOOD--RECIRCULATING Install a 30", recirculating, enameled metal range hood with light, charcoal filter, and washable grease filter. Owner's choice of color.	1.00	EA	_____	_____
54	8105 WIRING SYSTEM REPAIR Inspect, test and repair existing wiring system throughout the structure. Install all necessary materials so that each existing outlet, fixture, motor, switch and circuit will operate properly and will conform to local housing code. Dispose of all defective and unnecessary wiring. Fish all wire and patch all tear out.	1.00	AL	_____	_____

Trade: 27 Fire Protection

55	8721 CARBON MONOXIDE DETECTOR Install a hard wired or plug-in carbon monoxide detector in same room as fuel burning appliance.	10.00	EA	_____	_____
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Location Total: _____

Location: 8 - Utility Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 10 Carpentry					
56	2410 BASEBOARD--1"X4" Install 1"x4", #2 grade pine base with finish nails or tee headed brads.	10.00	LF	_____	_____
57	2415 SHOE MOLDING Install pine shoe molding nailed 2' on center to create the tightest possible seal between the baseboard and floor using finish nails or tee headed brads.	10.00	LF	_____	_____
Trade: 17 Drywall & Plaster					
58	5210 DRYWALL--PATCH-- MATCH TEXTURE AS CLOSE AS POSSIBLE Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least 8". Wet sand ready for paint.	10.00	SF	_____	_____

Location: 8 - Utility Room

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 19 Paint & Wallpaper					
59	5565 PAINT WITH A STAIN BLOCKING KILZ VACANT ROOM Remove/cover all hardware, fixtures not to be painted. Wet scrape loose, cracked, peeling, blistered surfaces. Feather edges & dull gloss surfaces with sandpaper. Clean all surfaces with non-phosphate detergent. Spot prime and top coat trim, ceiling, walls, doors & windows with owner's choice of premixed acrylic latex. Include any closets.	1.00	RM	_____	_____
Trade: 21 HVAC					
60	6041 FURNACE 90+ GAS - REPLACE Use the most recent version of the Air Conditioning Contractors of America (ACCA) Manual J residential load calculation tool http://www.acca.org/tech/manualj/ (calculate the load with manual J based on the post rehab building envelope), and use the most recent version of ACCA's Manual S for equipment selection. Provide both Manual J and S reports to the Owner for review and approval prior to installation. Remove existing furnace, recycle all metal components and dispose of all other materials in a code legal dump. Install a 90+ gas fired forced air furnace with minimum AFUE rating of 90% on 2" patio block to existing duct work and gas line. New furnace will have minimum limited warranties of: 20 years on heat exchangers; 5 years on parts. New furnace to be vented with PVC piping per manufacturer's specifications. Install a set back thermostat with separate weekday and weekend programs, 4 settings per day, a vacation hold feature and a lighted digital display such as the Lux Model Psp511LC, vent pipe and new shut-off valve. Replace cold air return is necessary to ensure easy access, good fit and easy replacement of air filter. An exterior return air filter box or boxes shall be installed to filter all return air to the new furnace. Seal all exposed duct joints and seams with Duct Mastic. Remove all existing cloth duct tape prior to installing mastic.	1.00	EA	_____	_____
61	6185 A/C--REPLACE CENTRAL UNIT 1.1/2 ton unit Submit manuf cut sheet & cooling load calc for proposed equip to owner at least 15 working days prior to install. Remove existing A/C equip to legal dump. Install cent A/C sys w/ min EER of 8.6, inc condensing unit, A type evaporator coils, control & power wiring, insulated freon lines, plenums, ext pad & necessary connections to create complete install. Provide owner w/factory warranty, manual, & 1 yr contractor warranty.	1.00	EA	_____	_____
Trade: 22 Plumbing					
62	7070 WATER HEATER--40 GALLON GAS Remove existing water heater and install per plumbing code requirement a new 40 gallon, glass lined, high recovery, insulated to R-7, gas water heater with a 10 year warranty. Include pressure and temperature relief valve, discharge tube to within 6" of floor or to outside of structure, vent, thimble, and gas piping from shut-off valve to fixture. Install drip pan for water heater. Properly vent gas water heater through an exterior wall or through the ceiling and roof using materials and	1.00	EA	_____	_____

Location: 8 - Utility Room Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 22 Plumbing

methods of installation that are code complying. Dispose of old water heater in code legal dump.

Trade: 23 Electric

63	7730	LIGHT FIXTURE--REPLACE	1.00	EA	_____	_____
Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$30 allowance for fixture.						

Trade: 27 Fire Protection

64	8721	CARBON MONOXIDE DETECTOR	1.00	EA	_____	_____
Install a hard wired or plug-in carbon monoxide detector in same room as fuel burning appliance.						

Location Total: _____

Location: 9 - Bathroom Approx. Wall SF: 0 Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
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Trade: 5 Demolition & Disposal

65	822	CLEANING--BATH TUB - SHOWER WALLS / SINK/TOILET /MED-CAB	1.00	EA	_____	_____
CLEAN ALL BATHROOM FIXTURES / DOOR HARDWARE /						

Trade: 10 Carpentry

66	2410	BASEBOARD--1"X4"	12.00	LF	_____	_____
Install 1"x4", #2 grade pine base with finish nails or tee headed brads.						
67	2415	SHOE MOLDING	12.00	LF	_____	_____
Install pine shoe molding nailed 2' on center to create the tightest possible seal between the baseboard and floor using finish nails or tee headed brads.						

Trade: 17 Drywall & Plaster

68	5270	DRYWALL--1/2" repair/ replace	10.00	SF	_____	_____
Hang, tape and 3 coat finish 1/2" drywall. Apply a 3/8" bead of low VOC drywall adhesive to each framing member and install using drywall screws min. 1 5/8 long, 8"on center. Run boards with long dimension perpendicular to framing members. match wall texture as close as possible ready for paint.						

Trade: 21 HVAC

69	6500	REPLACE BATHROOM FAN AND DUCT WORK	1.00	EA	_____	_____
Replace Bathroom fan and duct work						

Location: 9 - Bathroom

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 23 Electric					
70	7730 LIGHT FIXTURE--REPLACE Replace a ceiling mounted, 2 bulb, UL approved, incandescent light fixture with shade and lamps. \$30 allowance for fixture.	1.00	EA		

Location Total: _____

Location: 10 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 5 Demolition & Disposal					
71	800 DUMPSTER--20 CUBIC YARDS After procuring all required permits, place a 20 cubic yard, roll-off dumpster without damaging the site. Collect construction debris using dust control methods.	2.00	EA		
72	822 CLEANING--GENERAL REQS whole house. windows and bathroom Remove all foreign material without damage to the original surface. Leave adjoining surfaces free of spills, splatters and marks. Floors shall be vacuumed or wet-mopped. Glass and mirrors shall be cleaned and left without paint or film. Yards shall be raked and free of all nails, glass, and paintchips. Clean all door hardware and fixtures	1.00	AL		
73	825 CLEAN AND WAX VCT FLOORS Remove dirt, paint and wax build-up with commercial solvent and buffing machine. Rinse well. Apply Three coat of wax with a buffing machine.	1,640.00	SF		
74	830 CLEAN WINDOWS Scrape old and new paint from glass with a razor blade without scratching glass. Clean both sides of prime and any storm window to eliminate all smears and dirt.	12.00	EA		

Trade: 9 Environmental Rehab

75	9345 VINYL VCT L TILE REPAIR Remove all damaged floor tiles and clean adhesive from floor deck. Install replacement tiles using manufacturer's adhesive and specifications to create a cleanable surface. Match existing tile color and style as closely as possible.	120.00	SF		
76	9422 **WINDOW TREATMENTS** REPLACE ALL BLINDS REMOVE AND REPLACE ALL WINDOW BLINDS INSIDE UNIT	12.00	EA		

Trade: 15 Roofing

77	4760 SOFFIT FRONT PORCH REPLACEMENT Install 135 SQ FEET NEW VINYL SOFFIT AND 2 NEW PORCH LIGHT , MATCH AS CLOSE AS POSSIBLE	3.00	EA		
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Location: 10 - General Requirements

Approx. Wall SF: 0

Ceiling/Floor SF: 0

Spec #	Spec	Quantity	Units	Unit Price	Total Price
Trade: 16 Conservation					
78	4936	1,667.00	SF	_____	_____
	ATTIC ROOF SYSTEM CLEANING AND INSULATION REMOVE BLOWN-IN INSULATION , CLEAN ATTIC FRAMING SYSTEM AND SEAL ALL WOOD WITH (SHELLAC STAIN KILLER) REPLACE 1,667.00 OF INSULATION WITH R38 INSULATION				
Trade: 19 Paint & Wallpaper					
79	5557	4,169.00	SF	_____	_____
	PAIN T WALLS AND TRIM/SEMI-GLOSS PAINT PAINT WALLS AND TRIM / SEMI-GLOSS PAINT Apply 2 coats of paint to wall surfaces and trim which includes any baseboard; door casing and jambs; window casing, sills, stools, jambs and sashes. Where applicable, wet scrape defective paint; spot prime; seal water stains; and make any minor repairs to walls and baseboard prior to painting. Make sure baseboard is securely fastened to wall. Caulk cracks in baseboard and at intersection with wall surfaces using mildew resistant caulk prior to painting.				
Trade: 21 HVAC					
80	6325	100.00	LF	_____	_____
	HEAT DUCT AND REGISTER Install low velocity insulated metal TRUNK LINE flexible duct work from main trunk to new ceiling registers inside 3 bedrooms , living room, kitchen, and bathroom .				

Location Total: _____

Unit Total for NNRHA 854/B 35THSTREET , Unit Unit 01: _____

Address Grand Total for NNRHA 854/B 35THSTREET : _____

Bidder: _____

TERMS AND CONDITIONS

1. **ADMINISTRATIVE APPEAL PROCEDURES:** NNRHA has established an administrative procedure for hearing protests of a decision to award, or an award, appeals from refusals to allow withdrawal of bids or proposals, appeals from disqualification's and determinations of non-responsibility, and appeals from decisions on disputes arising during the performance of the contract. Administrative appeals procedures can be obtained through the Division of Purchasing. If the dispute is regarding the contract, the Contractor shall proceed diligently with performance, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Procurement Officer or the Contracting Officer.

A protest of a decision to award or an award shall be submitted within ten (10) days after the award or the announcement of the decision to award, whichever occurs first. An appeal from refusal to allow withdrawal of a solicitation shall be submitted within ten (10) days after receipt of the decision. An appeal from a determination of non-responsibility shall be submitted within ten (10) days after receipt of the decision. An appeal from a decision resulting from a contract dispute shall be submitted within sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence of the work upon which the claim is based.

Contractors are prohibited from placing a lien on NNRHA's property. This prohibition shall apply to all Subcontractors.

2. **ADVERTISEMENT:** It is understood and agreed that, in the event a contract is awarded for the services included in this solicitation, no indications of such services to NNRHA will be used in any way in product literature or advertising without written approval of NNRHA except for bibliographical and curriculum vitae purposes and when required in response to a request for solicitation by a prospective client.
3. **ANTI-DISCRIMINATION AND A DRUG FREE WORKPLACE:** By submitting their bids or proposals, bidders or offerors certify to NNRHA that they will conform to the provisions of the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, The Americans with Disabilities Act and 2.2-4311 and 2.2-4312 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

In every contract over \$10,000 the following provisions apply. (1) During the performance of this contract, the Contractor agrees to: (a) Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. (b) Provide a drug-free workplace for the Contractor's employees. (c) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, 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. (d) In all solicitations or advertisements

for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer and maintains a drug-free workplace. (e) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

(2) The Contractor will include the provisions above in every subcontract or purchase order over \$10,000, so that the provision 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, 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.

4. **ANTITRUST**: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to NNRHA all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the particular goods or services purchased or acquired under said contract.
5. **APPLICABLE LAW AND COURTS**: This solicitation and any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the City of Newport News, VA. The Contractor shall comply with all applicable federal, state, local laws and regulations. The Contractor shall procure any permits and licenses required for its business as the services to be provided by it hereunder.
6. **ASBESTOS**: Whenever and wherever during the course of performing any work under this contract, the Contractor discovers the presence of asbestos or suspect that asbestos is present; the Contractor shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the Contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the Contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the Contractor but without additional compensation due to the time extension.
7. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of NNRHA.
8. **AUDIT**: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited, whichever is sooner. The agency, its authorized agents, and/or state and federal auditors shall have full access to and the right to examine any of said materials during said period.
9. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that NNRHA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
10. **AWARD OF CONTRACT**: Formal and informal bids and proposals will be awarded to the lowest responsible and responsive bidder(s) or most suitable offeror. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of NNRHA, and the delivery terms will be taken into consideration in making an award. Length of time for delivery as well as price may be considered in awarding of the contract. NNRHA is not liable for any cost incurred by the Contractor prior to issuance of a contract.

NNRHA also reserves the right to make multiple awards, by line item, lot, award based on overall lowest pricing, cancel or reject any or all bids or proposals, in whole or in part, to waive informalities and to delete

items prior to making the award, whenever it is deemed in the sole opinion of NNRHA to be in its best interest. Nothing herein shall bind NNRHA to purchase any services or specified quantity of an item/product. Be it further understood that NNRHA shall not be obligated to purchase or pay for any services or product listed unless and until officially ordered and received by NNRHA. NNRHA also reserves the right not to award a contract pursuant to this solicitation.

11. **BID/OFFER ACCEPTANCE PERIOD:** Any bid or offer in response to a solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid or offer may be withdrawn at the written request of the Bidder or Offeror. If the bid or offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
12. **CANCELLATION OF CONTRACT:** NNRHA reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
13. **CHANGES TO THE CONTRACT:** The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. However, the terms and conditions of the contract will not change.

NNRHA may order changes within the general scope of the contract at any time by written notice to the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the NNRHA and the Contractor, shall be incorporated in writing with a modification to the contract.

Contractor shall not perform any work that would result in exceeding the dollar limitation of this contract and/or purchase order without first supplying a quotation and obtaining written approval from the Division of Procurement.

14. **CLEAN AIR AND WATER EPS, ENERGY EFFICIENCY (APPLICABLE TO CONTRACTS IN EXCESS OF \$100,000):** The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, EPA regulations (40 CFR Part 15) and Energy Policy and Conservation Act (Pub. L. 94-163).
15. **CONFLICT OF INTEREST:** The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and article 4 (Ethics in Public Contracting) of the Public Procurement Act (section 11-72 et seq.).
16. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of this solicitation, the signed bid or proposal submitted by the Contractor, the notice of award, purchase order, the general and special terms and conditions, and specifications with drawings, if any, including all addenda or modifications thereof, all which shall be referred to collectively as the Contract Documents.

17. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AS NNRHA'S AGENT:**

NNRHA will provide the Contractor the name of the designated representative(s) to administer this contract with the following responsibilities:

- A. Coordinating with the Contractor when services are needed and when they will begin.
- B. Day to day coordination of this service and assurance that services are delivered in accordance with the contract terms and conditions and purchase order.
- C. Promptly address problems or deviations from contract requirements or terms and conditions. If the problems or contract deviations continue, forward written vendor complaint, including recommended solutions, to the Procurement Officer so that adequate corrective action can be taken.
- D. Assurance that the contract dollar amount or terms and conditions are not exceeded, increased, decreased or modified in anyway without prior authorization from the Procurement Officer. If a modification or revision is required, supply the Procurement Officer with an approved change order request.
- E. After completion, promptly sign and date documents indicating the work has been completed and accepted.
- F. Complete and submit periodic evaluations of Contractor performance to the Procurement Officer.

18. **CONTRACTOR PERSONNEL:** The Contractor represents that it will secure, at its own expense, all personnel necessary to perform the required services hereunder. Such personnel shall not be employees of NNRHA nor shall they have any contractual relationship with NNRHA. All commitments made by the Contractor in the bid or proposal with respect to (i) the Contractor's qualifications and its satisfaction of mandatory requirements in the IFB or RFP and (ii) the number and qualifications of its personnel to be assigned to this Contract, shall be incorporated herein by this reference.

All the required services will be performed by the Contractor or under its supervision, and all personnel employed by the Contractor shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services. The Contractor shall not reassign any personnel specifically designated in the Bid or Proposal to perform services under this Contract without NNRHA's prior approval. The Contractor certifies that it will comply with NNRHA's request for the reassignment of any employee performing the required services hereunder when NNRHA determines, in its reasonable opinion that such employee is not suited to work on this Contract. Evidence of qualifications shall be made available to NNRHA upon request.

19. **CONTRACTOR REGISTRATION:** For construction contracts involving removal, repair or improvement of a building or other real property the following license is required.

Class A Contractors License: when the total value of a single contract or project is \$120,000.00 or more, or is \$750,000.00 or more over a 12 month period. The qualified individual identified for this license must have at least 5 years of experience.

Class B Contractors License: when the total value of a single contract or project is \$10,000.00 or more, but less than \$120,000.00, or is \$150,000.00 or more, but less than \$750,000.00 over a 12 month period. The qualified individual identified for this license must have at least 3 years of experience.

Class C Contractors License: when the total value of a single contract or project is over \$1,000.00 but no more than \$10,000.00, or is no more than \$150,000.00 over a 12 month period. The qualified individual identified for this license must have at least 2 years of experience.

Specialty designations beyond general contracting might include Plumbing or HVAC and will require further licensure.

The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing, heating, ventilation and air conditioning contractors.

Indicate what type of Contractor’s license you hold and your Specialty.

Licensed Class A Virginia Contractor No _____	Specialty _____
Licensed Class B Virginia Contractor No _____	Specialty _____
Licensed Class C Virginia Contractor No _____	Specialty _____

If the bidder or offeror shall fail to provide this information in the bid/proposal or on the envelope containing the bid/proposal and shall fail to promptly provide their Contractor license number in writing when requested to do so before or after the opening of bids/proposals, they shall be deemed to be in violation of 54.1-1115 of the Code of Virginia (1950), as amended, and the bid/proposal will not be considered.

If the bidder fails to obtain the required license prior to submission of their bid, the bid shall not be considered.

20. **COPYRIGHT/PATENTS:** The Contractor guarantees to defend and save NNRHA, its agents and employees, harmless from liability, loss, damage and expense including reasonable counsel fees, resulting from any actual or claimed trademark, copyright, composition, secret process, patented or unpatented invention infringement, or any litigation based thereon, with respect to any part of the goods or services covered by this order.

21. **DEBARMENT/ SUSPENDED STATUS:** By submitting their response, bidders/offerors certifies, to the best of it’s knowledge that they are not currently debarred or suspended by NNRHA, the Commonwealth of Virginia or the Federal Government from submitting offers or proposals on contracts of the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred or suspended.

22. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, NNRHA, after oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which NNRHA, state and federal laws have in place.

23. **EQUAL OPPORTUNITY FOR BUSINESS AND UNEMPLOYED AND UNDEREMPLOYED PERSONS (HUD ACT OF 1968, SECTION 3):**

In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 1701u, the Contractor shall, to the maximum extent practicable:

- (A) Provide training and employment opportunities to the unemployed and underemployed residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; and
- (B) Award contracts for work in connection with the project to business concerns, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan County as the project.

The Contractor shall insert or cause to be inserted this same provision in each subcontract.

24. **ETHICS IN PUBLIC CONTRACTING:** By signing their response, bidders/offerors certify that their bid/offer is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bids, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. NNRHA may recover the value of anything conveyed in violation of this subsection. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.

25. **FACSIMILE SOLICITATIONS/REVISIONS**

A. **Unsealed Bids/Unsealed Proposals and their Revisions:** May be accepted when using small purchase procedures. Facsimile bids, proposals and revisions to these must be completely received in the Purchasing Division prior to the date and time specified for receipt. The original copy of the facsimile transmission may be requested, if requested, must be received within five (5) business days. The Procurement Officer will designate the timing device used to document the receipt of bids; time printed on the top of the facsimile copy will not govern the time of receipt.

B. **Sealed Bids/Sealed Proposals/Revisions:** Will be accepted from a third party or an agent of the bidder, provided that the bids are submitted in a sealed envelope prior to the date and time specified for receipt. NNRHA staff shall not be considered as a third party. The bidder/offeror is responsible for arranging the third party involvement and for faxing the complete bid to the third party, not just a summary or the cover sheet. The original bid and addenda may be requested and, if requested, must be received within five (5) business days. The Procurement Officer will designate the timing device used to document the receipt of bids or proposals. Additionally, vendors may appear at the offices of 227 27th Street with proper company and personal identification to make revisions. All revisions must be initialed by the person making the change. Bid must be returned to the Purchasing Division prior to due date and time to be considered. NNRHA will not accept revisions written on the outside of the sealed envelope.

26. **INDEMNIFICATION:** The Contractor, its heirs, legal representatives, next of kin, successors and assigns agrees to indemnify, defend and hold harmless NNRHA, its members, Commissioners, officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of NNRHA or to failure of NNRHA to use the materials goods, or equipment in the manner already and permanently described by the Contractor.

27. **IDENTIFICATION OF BID/PROPOSAL/MODIFICATION:** Submittal package will be sealed and identified as follows:

From: _____

Name of Bidder/Offeror _____ Due Date & Time _____

Bidder/Offeror Address _____

Solicitation No. & Solicitation Title _____

Attn: Procurement Officer

28. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bid/proposal, bidders/offers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

29. **INSURANCE:** By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, they will have the following insurance coverage at the time the contract is awarded. The Contractor will have five (5) working days, upon notice of intent to award, to supply the Certificate of Insurance. The Bidder/Offeror further certifies that the Contractor and any Subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The Contractor's insurance company will supply a Certificate of Insurance listing the below required limits and the Certificate of Insurance shall name NNRHA as an additional insured

A. Minimum Insurance Coverages and Limits Required For Most Contracts:

B. Worker's Compensation – The Contractor shall also obtain and maintain worker's compensation insurance as required by statutory requirements and benefits, and in such policy limits as mandated, by the State and shall require any Subcontractor engaged by the Contractor to satisfy such requirement as well. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify NNRHA of increases in the number of employees that change their worker's compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

C. Automobile Liability (minimum) – \$1,000,000 combined single limit.

D. Commercial General Liability (minimum) – \$1,000,000 per occurrence, \$2,000,000 general aggregate, including \$100,000 for fire damage. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. NNRHA must be named as an additional insured and so endorsed on the policy. The insurance for the additional insured shall be as broad as and at the same limits as that of the insured. Insurance shall be primary and any insurance maintained by the additionally insured shall be excess and non-contributory until all the limits of insurance have been exhausted through the payment of claims. All rights of subrogation are waived for the policies listed.

E. The Contractor shall indemnify, hold harmless and defend NNRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, and damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:

- 1) the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants or employees;
- 2) any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which, its agents, servants or employees are alleged to be liable;
- 3) the negligence or other actionable fault of any Subcontractors engaged by the Contractor; or
- 4) claims, suits, actions or proceedings of whatsoever nature that are brought by the Contractor's employees, candidates for employment and statutory employees, as determined under the State worker's compensation laws.

If insurance is due to expire or renew during any contract period, it is the responsibility of the Contractor (including Subcontractors, as applicable) to furnish and assure that NNRHA, Division of Purchasing is in receipt of a current insurance certificate noting evidence of coverage. Expired insurance coverage during the course of any contract can be cause for immediate termination of all work, removal from NNRHA properties and cancellation of all contracts. Newport News Redevelopment & Housing Authority, P.O. Box 797, Newport News, VA 23607, will be named as additional insured on the certification with respect to the services being procured.

If the Contractor fails to supply the Procurement Officer the required certificate, the intent to award will be cancelled. Please see additional insurance requirements on HUD Form 5370 pertaining to builders risk insurance.

30. **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 there from.

31. **INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES:** No member, officer, or employee of NNRHA, 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 NNRHA 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.

32. **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 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.

C. 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 clause.

33. **MANDATORY USE OF NNRHA FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/offer on the official NNRHA forms provided for that purpose may be a cause for rejection of the bid/offer. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid/offer; however, NNRHA reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a solicitation.

34. **MINORITY BUSINESS PARTICIPATION:** The Contractor shall use its best efforts to comply with the commitment it has made in the Bid/Offer relative to the participation of businesses primarily (at least 51%)

owned by minorities, women or public housing residents or small businesses (collectively, 'Disadvantaged Business Enterprises') in the performance of this Contract. By executing this Contract, the Contractor accepts the right of NNRHA to appoint an employee to monitor the Contractor's compliance with the commitments and requirements of this paragraph. The Contractor agrees to promptly submit reports to NNRHA on request detailing the level of participation by Disadvantaged Business Enterprises in this Contract. NNRHA shall have the right to review all relevant documents of the Contractor relating to the participation of Disadvantaged Business Enterprises in this Contract on an ongoing basis. NNRHA reserves the right to evaluate the Contractor's performance with regard to the commitments and requirements of this paragraph on an annual basis.

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

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses and women 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.

When such business has been subcontracted to these firms and upon completion of the contract; the Contractor agrees to furnish the purchasing office the following information: Name of firm, phone number, total dollar amount subcontracted, and type of product/service provided.

35. **MULTIPLE CONTRACTORS ON SITE:** NNRHA reserves the right to let other contracts in connection with this project or any other project. Contractors are expected to allow opportunity for the introduction of materials and the performance and the coordination of work with each other. If work by the other Contractor impacts your work according to plans and specifications, it is the Contractor's responsibility to notify NNRHA COTR or Procurement Officer immediately.
36. **NO WAIVER:** No failure or delay by a party to insist on the strict performance of any term of this Contract, or to exercise any right or remedy consequent on a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. Neither this Contract nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by the party against whom the enforcement of the change, waiver or termination is sought. No waiver of any breach shall affect or alter this contract, but each and every term of this Contract shall continue in full force and effect with respect to any other than existing or subsequent breach thereof. The remedies provided in this Contract are cumulative and not exclusive of the remedies provided by law or in equity.

37. **NOTICES:**

- A. Any notice, instruction, request or demand required to be given or made to the Contractor hereunder shall be deemed to be duly and properly given or made if delivered or mailed, postage pre-paid, to the Contractor.
- B. Any notice, request, information, or documents required to be given or delivered hereunder by the Contractor to NNRHA or to any of its representatives, unless stated otherwise in this Contract, shall be signed or approved in writing by the Contractor, and shall be sufficiently given or delivered if mailed, certified or registered, postage prepaid to:

Newport News Redevelopment & Housing Authority
Division of Purchasing
227 – 27th Street
Newport News, VA 23607
ATTN: Procurement Officer

Or to such representative or address as may be designated in writing to the Contractor.

- 38. **OBLIGATION OF BIDDER/OFFEROR:** By submitting a bid/offer, the bidder/offeror agrees that they have satisfied themselves, from their own investigation of the conditions to be met, and their obligation. The Contractor will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- 39. **ORDERING:** Any supplies and services to be furnished under this contract may be ordered by issuance of delivery orders by the individuals or activities designated in the solicitation. Such orders may be issued from the date of award through the expiration or termination of this contract. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall prevail.
- 40. **PAYMENT:** The prime Contractor is to submit invoices for services rendered directly to P.O. Box 797, Newport News, VA 23607. All invoices shall refer to the contract and/or purchase order number; social security (for individual Contractors) on the federal employer identification number (for proprietorships, partnerships, and corporations). Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or acceptance, whichever occurs last. However, this shall not affect discounts for payment in less than 30 days. All goods and services provided under this contract/purchase order, which will be paid for with public funds, shall be billed by the Contractor at the contract prices, to include, itemization of charges. Contract will be performance based and fees will not be paid until the service or supplies, as defined in the response to these contract documents have been provided and accepted in the manner specified.

The following shall be deemed to be the date of payment after receipt of invoice: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

A. **Unreasonable Charges**

Upon determining that invoiced charges are not reasonable, the NNRHA shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable, and the basis for the determination. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. A Contractor may not institute legal

action unless a settlement cannot be reached within thirty days of notification. The provisions of this section do not relieve NNRHA of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia § 2.2-4352).

B. Delays in Payment

NNRHA will make payment upon satisfactory completion, within thirty days. If work is not to the satisfaction of the COTR, the COTR will contact the Contractor to remedy the situation. Contractor will advise the COTR, in writing, of day and time task will be completed. If a new schedule is approved by COTR, and if the task is not completed within that time frame, NNRHA may proceed with default procedures. Reasons for not accepting Contractors work, and delaying payments, may include but are not limited to:

1. Submitting invoice without final inspection approval by COTR.
2. Incorrect Invoice, (i.e.) not billing according to the purchase order or contract.
3. Creating safety hazards.
4. Contractor failing to communicate completion of work.

41. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder/offeror shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the NNRHA as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia and acceptable to HUD and the Authority. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award. When the value of work for a General Contractor exceeds \$50,000.00 during the contract period (this includes initial award and all subsequent renewals), the General Contractor shall provide the Agency these bonds.

42. **PRIME CONTRACTOR'S RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all Subcontractors that he may utilize, using their best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees to being as fully responsible for the acts and omissions of Subcontractors and of persons employed by them as they are for the acts and omissions of their own employees. The Contractor shall be responsible for maintaining satisfactory standards of employee's competency conduct courtesy, appearance, honesty, and integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. Additionally, the prime Contractor shall:

- A. Ascertain that all services and work will be performed in a professional workman-like manner acceptable to NNRHA and consistent with accepted professional standards. If the Contractor or their staff is other than professional with residents or NNRHA staff, the Contractor may be found in default of this contract.
- B. 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.
- C. Within seven (7) days after receipt of amounts paid to the Contractor for services rendered by the subcontract either:
 1. Pay the Subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the Subcontractor under the contract; or

2. Notify the agency and Subcontractor, in writing, of the intention to withhold all or a part of the Subcontractor's payment with the reason for nonpayment.
- D. Pay interest on all amounts owed to Subcontractor that remain unpaid after seven days following receipt of payment by the agency, except for amounts withheld as allowed in 'C-2' above. "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month." A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amounts for reimbursement for the interest charge. Your obligation to pay interest to a Subcontractor shall not be construed to be an obligation of NNRHA.
 - E. Provide your social security number and if a proprietorship, partnership or corporation provide your federal employee identification number, space provided on cover sheet of this package.
 - F. Include in each of its subcontracts a provision requiring all Subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier Subcontractor.
 - G. Not purchase any materials or supplies pertaining to this contract that is subject to any chattel mortgage or under conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that there is clear title to all materials and supplies for all items invoiced for payment. This clause also pertains to all Subcontractors participating in this contract.
 - H. Repair, to NNRHA satisfaction, any damage, including damage to finished surfaces, resulting from the performance of this contract.

43. **PROTECTION OF PERSON AND PROPERTY:**

- A. The Contractor expressly undertakes both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including NNRHA's employees and property. The Contractor shall make good any such damage injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of NNRHA. The Contractor shall adequately protect adjacent property as provided by law and the Contract documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the contract documents.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and in accordance with all State and Federal regulations.
- C. In an emergency affecting the safety of the work, life of individuals or the adjoining property, the Contractor shall act immediately without special instruction or authorization from NNRHA. Should the Contractor, in order to prevent threatened loss or injury, be instructed or authorized to act by NNRHA, they shall so act, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in this document or negotiated between both parties.

44. **PROTECTION OF TRADE SECRETS AND OTHER INFORMATION:** By submitting data required by this solicitation, the Contractor may (A) clearly mark any portions, which in their option, are trade secrets or commercial or financial information and (B) submit such marked material separately from other material required to be submitted and is in accordance with Code of Virginia 3.1-249.68.

45. **PUBLIC NOTICE OF AWARDS:** Award or decision to award, utilizing competitive sealed bidding or competitive negotiations will be posted on a public bulletin board located at 227 27th Street and displayed at www.nnrha.com. Sole source and emergency procurements, not utilizing competitive sealed bidding or competitive negotiations, will also be posted.

46. **QUALIFICATIONS OF BIDDERS/OFFERORS:** NNRHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidders/offerors to perform the services, furnish the goods or services and the bidders/offerors shall furnish to NNRHA all such information and data for this purpose as may be requested. NNRHA reserves the right to inspect bidders/offerors physical facilities prior to award to satisfy questions regarding the bidders/offerors capabilities. NNRHA further reserves the right to reject any bid/offer if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy NNRHA that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.

47. **SAFETY STANDARDS:** All personnel shall, at all times, wear approved clothing, hard hats, safety vest, and any other equipment required to meet OSHA standards. They will obey all safety rules and regulations and will not create hazardous conditions within the operation. The Contractor must meet motor carrier safety regulations (Federal and State), as applicable. It is the Contractor's responsibility to ensure the OSHA regulations are met in all applicable areas for all exposures encountered during the term of the contract.

48. **SUSPENSION OF WORK:**

A. The Procurement 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 Procurement Officer determines appropriate for the convenience of the NNRHA.

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 Procurement Officer in the administration of this contract, or (2) by the Procurement 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 Procurement Officer in writing of the act or failure to act (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.

49. **TAX EXEMPT:** NNRHA is exempt from the payment of any Virginia Sales Tax, State sales and use tax certificates of exemption. Form ST-12 will be issued upon request. When performance involves a service, the Contractor shall be responsible to pay a Virginia Sales Tax on materials consumed in performance of the service.

50. **TERMINATION FOR CONVENIENCE OF NNRHA:**

A. NNRHA may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractors shall immediately cease work and remove from the project site all of its labor forces and such of its materials as NNRHA elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as required by owner to assign to the owner the Contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction; the Contractor shall receive as full compensation for termination and assignment of the following:

1. All amounts then otherwise due under the terms of the contract.
2. Amount due for work performed subsequent to the latest request for payment through the date of termination.
3. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment for the foregoing, owner shall have no further obligations to the Contractor of any nature.
4. All claims associated with this termination must be submitted within one (1) year after the effective date of the termination.

B. In no event shall termination for the convenience of the owner terminate the obligations of the Contractor's surety on its payment and performance bonds.

51. **TERMINATION FOR DEFAULT:** NNRHA may terminate this contract at any time, for the Contractor's failure to perform their contractual obligations and may procure the articles or services from other sources and hold the defaulting contractor responsible for any resulting costs. NNRHA is not liable for Contractor's cost on undelivered work and may be entitled to the repayment of progress payments. All claims associated with this termination must be submitted within one (1) year after the effective date of the termination.

52. **TESTING AND INSPECTION:** NNRHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Rejected supplies will be returned at the vendor's expense. The vendor, at no cost, shall replace materials and components that have been rejected by NNRHA.

53. **TRANSPORTATION AND PACKAGING:** By submitting their bids/offers, all bidders/offers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

54. **USE OF PREMISES AND REMOVAL OF DEBRIS:**

A. The Contractor expressly undertakes, either directly or through its Subcontractor:

1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.
2. To maintain its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of NNRHA or any other Contractor.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To effect all cutting, filling or patching of its work required to make the same conform to the solicitations plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter

the work of any other Contractor. The Contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or excavation.

5. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
6. The Contractor shall clean-up, move all refuse, rubbish surplus and scrap material and debris resulting from his operation at the end of each workday and after completion of all work. All material removed as part of clean up shall be completely removed from the properties.
7. NNRHA does not take responsibility for storing, securing or loss of the Contractor's apparatus, materials, supplies, equipment, or personal items.

55. WITHDRAWAL OF BID DUE TO ERROR:

- A. If a bid contains both clerical and judgment mistakes, a bidder may withdraw the bid from consideration if the price would have been substantially lower than the other bid due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall 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. A bid may be withdrawn from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgement 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 clearly be 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.
- B. The Contractor shall give notice in writing to Procurement Officer, Division of Purchasing, of their claim of right to withdraw their bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials may be considered as trade secrets or proprietary information subject to the conditions of subsection F of 2.2-4342. Section 2.2-4330 Code of Virginia.
- C. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or another bidder in which the ownership of the withdrawing bidder is more than five percent.
- D. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- E. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- F. If NNRHA denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing within 5 business days stating the reason for its decision and award the contract to such bidder at the bid prices(s), provided such bidder is a responsive and responsible bidder. At the same time the notice is provided, NNRHA shall return all work papers and copies thereof that have been submitted by the bidder.

56. **WORK HOURS AND PROCEDURES:**

- A. Normal work hours for NNRHA are from 8:00a.m. to 5:00p.m., Monday through Friday, except holidays. All services shall be performed during normal work hours, unless prior approval from the COTR, or their designated personnel.
- B. Contractor(s) shall coordinate before commencing work the specific day(s) and the approximate times of day service will be conducted.
- C. Due to weather or any other delays, Contractor shall advise COTR of alternate date(s) of service and time immediately, prior to service.

STATEMENT OF QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Solicitor may submit any additional information they desire.

- 1) Name of Offerors

- 2) Permanent Main Office Address, including City, State, Zip Code, Phone Number, Fax Number and Email Address.

- 3) When organized?

- 4) If incorporated, when incorporated?

- 5) How many years have you been engaged in business under your present firm or trade name?
_____ Years

- 6) Contracts on hand.
(List these, showing gross amount of each contract and the appropriate anticipated dates of completion).

- 7) General character of work performed by your company.

8) Have you ever failed to complete any work awarded to you? If so, provide information for the reason not being able to complete the job.

9) Have you ever defaulted on a contract? If so, provide information regarding the contract and what led to the default?

REFERENCES: Provide at least four (4) recent references that you have provided this type of service for in the last five (5) years. Work performed for Newport News Redevelopment and Housing Authority is an acceptable reference. Include the date service was furnished and the name, address and phone number of the person the Authority has your permission to contact.

<u>Name of Company</u>	<u>Date of Service</u>	<u>Contact</u>	<u>Phone No.</u>
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1)

2)

3)

4)

Contractor's License Number: _____ Class _____

Number of employees employed with your firm that will be assigned to this contract. _____

SUBCONTRACTORS: Attach a list of all known sub-contractors who will be working on this project. Failure to submit this required information may cause your bid to be deemed non-responsive.

CERTIFICATE OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for its employees any segregated facilities at any establishment, and that he/she does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for its employees any segregated facilities at any of its establishments, 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 will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of the bid. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms, and washrooms, 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. The bidder agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain 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, and will retain such certifications in its files.

Date: _____, 20_____

(Name of Bidder)

By: _____

Title: _____

Official Address:

MINORITY BUSINESS PARTICIPATION COMMITMENT FORM

It is the policy of Newport News Redevelopment & Housing Authority (NNRHA) to encourage minority participation in all contracts. To implement this policy, we encourage minority participation through subcontracting or other methods in contracting. You must complete this form, indicating the percentage of this contract that will be subcontract to minority businesses. FAILURE TO COMPLETE THIS FORM MAY RESULT IN YOUR RESPONSE BEING DECLARED NON-RESPONSIVE THUS ELIMINATING YOUR FIRM FROM CONSIDERATION FOR THIS PROJECT.

For the purpose of this commitment, the term “minority business” means a business at least 50% of which is owned and controlled by minority group members or, in the case of a publicly-owned business, at least 51% of the stock is minority owned and the business is controlled by minority group members. For the purpose of the preceding sentence “minority group members” are citizens of the United States who are African-Americans, Hispanics, Asians, Pacific Islanders, and American Indians.

Please indicate the percentage of minority business participation in this project. This refers to the percentage of the total dollar value of the Contract that will be subcontracted to minority firms:

_____ %

NNRHA will consider minority participation in awarding the Contract. NNRHA reserve the right to approve or disapprove any subcontractors.

If you need assistance with identifying minority firms in this area, please contact Hampton Roads Community Action Program (HRCAP), at (757) 247-6747 or the Virginia Department of Minority Business Enterprise at 111 East Main Street, Suite 300, Richmond, VA 23219 at (804) 786-6585.

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

Contractor’s Name

Name of Authorized Officer (printed)

Date

Name of Authorized Officer (signed)

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

Being first duly sworn, deposes and says that:

(1) He/she is _____ of
(Owner, Partner, Officer, Representative or Agent)

_____, the Bidder that has submitted the attached bid;
(Name of Company)

(2) He is fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive sham;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Newport News Redevelopment & Housing Authority or any person interested in the proposed contract; and

(5) The price or prices in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name)

(Title)

Subscribed and Sworn before me

This ____ day of _____, 20 ____

My Commission Expires _____

"General Decision Number: VA20220140 08/26/2022

Superseded General Decision Number: VA20210140

State: Virginia

Construction Type: Residential

County: Newport News* 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).

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:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$15.00 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 2022.
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:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$11.25 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 2022.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/04/2022
3	02/25/2022
4	08/26/2022

BRVA0001-002 02/01/2021

	Rates	Fringes
BRICKLAYER.....	\$ 21.64	10.03

 ELEV0052-004 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.66	36.885+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 Cranes 90 tons & over capacity; Tower & Climbing Cranes with Controls 100 ft. above ground.....	\$ 34.17	15.21

Cranes under 90 tons.....\$ 33.26 15.12

* SUVA2012-018 08/08/2014

	Rates	Fringes
CARPENTER.....	\$ 13.39 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.04	0.00
DRYWALL FINISHER/TAPER.....	\$ 14.00 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.79 **	0.00
ELECTRICIAN, Includes Low Voltage Wiring.....	\$ 15.83	0.00
FLOOR LAYER: Carpet.....	\$ 17.50	0.00
IRONWORKER, ORNAMENTAL.....	\$ 15.59	0.00
IRONWORKER, STRUCTURAL.....	\$ 21.55	1.39
LABORER: Common or General.....	\$ 9.69 **	0.00
LABORER: Landscape.....	\$ 11.72 **	0.00
LABORER: Mason Tender - Brick...	\$ 13.79 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.00 **	0.00
LABORER: Pipelayer.....	\$ 14.04 **	2.66
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.30	2.83
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).....	\$ 12.25 **	0.00
PLUMBER.....	\$ 16.34	0.00
ROOFER.....	\$ 13.09 **	0.00

SHEET METAL WORKER, Includes HVAC Duct and Unit Installation.....	\$ 16.60	0.00
SPRINKLER FITTER (Fire Sprinklers).....	\$ 18.09	3.15
TRUCK DRIVER: Dump Truck.....	\$ 16.30	0.00

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 (\$15.00) or 13658 (\$11.25). 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)).

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.

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END OF GENERAL DECISIO"

General Contract Conditions for Small Construction/Development Contracts

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

See Page 7 for Burden Statement

Applicability. The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$150,000.**

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. 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. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, 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.
- (b) 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.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) 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 days after receipt of the Contracting Officer's decision.
- (e) 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.

4. 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 the 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 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; and
 - (2) The Contractor, within 10 days from the beginning of such delay 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 obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the 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.

6. 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.

7. 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.

8. 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 an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the 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.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all 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 this contract is performed.

12. 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.
- (b) 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.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

- qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development 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 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 the 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 prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 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) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (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.

- (e) 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.

- (f) 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.
- (g) 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.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) 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.
- (j) 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.
- (k) 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.

(l) 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.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State 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:

- (i) 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;
- (ii) 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
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. 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 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. 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.

SECTION 3 REQUIREMENTS

WHAT YOU NEED TO KNOW ABOUT SECTION 3

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very low-income persons, identified as Section 3 workers or targeted Section 3 workers.

What is a "Section 3 Worker"?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The individual worker's income for the previous or annualized calendar year is below the income limit established by HUD; the Income limit for 2021 is \$47,350.
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

What is a "Targeted Section 3 Worker"?

A Section 3 targeted worker for Public Housing Financial Assistance projects are workers who:

1. Are employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - *A resident of public housing or Section 8-assisted housing.
 - *A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - *A YouthBuild participant.

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects are workers who:

1. Are employed by a Section 3 business concern.
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - *Living within the service area of the neighborhood of the project.
 - *A YouthBuild participant.

What is a Section 3 Business Concern?

A business concern meeting at least one of the following criteria, documented within the last six-month period:

1. It is at least 51 percent owned and controlled by low-or very low income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Additionally,

The business must be legally formed according to state law and be licensed in Virginia. Additional documentation may be requested to demonstrate the business has the capacity to perform the contract successfully under the terms and conditions of the proposed contract.

What types of Economic Opportunities may be available under Section 3?

1. Employment opportunities
2. Training opportunities
3. Business opportunities

Who will provide the Economic Opportunities?

Recipients of HUD financial assistance and their contractors and subcontractors are expected to develop a Section 3 Plan to assure that economic opportunities to the greatest extent feasible are provided to low and very low-income persons and to qualified Section 3 businesses.

A Section 3 Project:

Section 3 project means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. The project is the site or sites together with any buildings and improvements located on the sites that are under common ownership, management, and financing.

What are Labor Hours:

The number of paid hours worked by persons on the project or by persons employed with funds that include public housing financial assistance (sample employee monthly tracker, included in packet).

What is a Low/Very Low-Income Person:

A worker's income is below the income limit established by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income.

What are Benchmarks: (must be met to be in compliance with Section 3)

Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year are Section 3 workers. Also, five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's or other recipient's fiscal year are Targeted Section 3 workers. For Section 3 projects, the benchmarks are the same as for public housing financial assistance, but with regards to the project itself rather than the recipient's fiscal year.

What is YouthBuild:

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 that have previously dropped out of high school.

For additional information contact:

Shauniqua Hooks
227 27th Street
P.O. Box 797
Newport News, VA 23607
shooks@nnrha.org (Email)
(757) 928-6171 (Phone)
(757) 928-7412 (Fax)

For youthbuild participant information contact:

Lisa P. Wornom-Zahraiddin, MS, CWDP
Wornom-zahraiddinlp@nnva.gov
757-926-8732 (Phone)
The City of Newport News
2400 Washington Avenue-10th Floor
Newport News, VA 23607

SECTION 3 REQUIREMENTS

- 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 certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing and to business concerns which provide economic opportunities to low- and very low income persons.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements 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 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract 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. The contractor will certify that any vacant employment positions, training positions, and any subcontracting opportunities, that are required (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- F. 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 contractors.



Employee Monthly Tracker For Labor Hours

Project Name: _____

Location: _____

Contractor: _____

Date: _____ Month Covered: _____

Completed by: _____ Job Title: _____

- 1) Professional
- 2) Technician
- 3) Office/Clerical
- 4) Construction by trade
- 5) Laborer

(Please fill this form out for every employee working on the project)

Employee Name:	Section 3 Worker: Yes or No	Targeted Section 3 Worker: Yes or No	Job Classification:	Total monthly hours worked:

SECTION 3 BUSINESS SELF-CERTIFICATION FORM

(In compliance with Section 3 of the HUD Act of 1968)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form to be properly and completely confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

Please fill this portion out and mark your election; additional documentation may be required;

Section 3 Business Category	Additional Required Data	Mark an "X" on your Election
It is at least 51 percent owned and controlled by low-or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low-and very low-income owners.	
Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self-Certification form for all low-and very low-income workers listed.	
It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners.	

Are you a Section 3 Business: (Circle One) Yes No

Print Name:	Date Signed:
Company Name:	Title:
Address:	Email:
Telephone Number:	
Fax Number:	

Type of Business: (Circle One) Corporation Partnership Sole Proprietorship Other
Please List All Owners of The Business: _____
Please List the Percentages of Each Owner: _____

Contractor's License _____ Class "A" _____ Class "B" _____ Class "C"

Certifications _____ SWaM _____ DBE _____ Other _____

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. I understand, if found to be inaccurate, I may be disqualified to be classified as a certified Section 3 business.

Signature of Business Owner or Authorized Representative

Date

Notary Public Jurist: City/County of _____ in the Commonwealth of Virginia

The foregoing Instrument was subscribed and sworn before me this _____ day of _____, 20____ by:

Notary (Please Print Name)

Notary Signature

This commission expires: _____ Notary Registration Number: _____

ATTACHMENT "I"

SECTION 3 INDIVIDUAL LOW-INCOME PERSON SELF-CERTIFICATION FORM

(In compliance with Section 3 of the HUD ACT of 1968)

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 self-certification income requirements. To count as a Section 3 individual, any legal resident of the United States annual income must not exceed the HUD income limits for the year before they were hired, or, the individuals current year income annualized for the year you are being confirmed as low-income.

Printed Name: _____

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

Phone #: _____ Email: _____

To qualify as a Section 3 Person, you must meet one of the standards on the left side box and your income not exceed the number in the right side box below,

<p>Check only one line below that describes your situation:</p> <p><input type="checkbox"/> I am a Public Housing Resident or Section 8 assists me with my rent.</p> <p><input type="checkbox"/> I was a Public Housing Resident or Section 8 assisted me with my rent. If so what year and where did you reside: _____</p> <p><input type="checkbox"/> I receive no HUD support, but I am low-income because my individual Income does not exceed \$47,350 and I live in the Hampton Roads Metropolitan area.</p> <p><input type="checkbox"/> Are you currently or have you ever been a YouthBuild participant; if so when and where: _____</p>	<p>My individual Income does not exceed:</p> <p align="center">\$47,350</p> <p align="center">(2021)</p>
<p>For additional comments:</p>	

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my total income does not exceed the income that is shown above, and that proof of this information may be requested. I understand if found inaccurate, I may be disqualified as an applicant and/or a certified Section 3 individual. Finally, I authorize including my name on a list of Section 3 Residents seeking employment and to include my contact information so that contractors may contact me directly for any employment opportunities.

Signature

Date

SECTION 3 COMPLIANCE FORM

Contractor

Address

City, State, Zip Code

Reference Project: _____

Subject: Statement of Compliance with Section 3 Clause

In accordance with the provisions stated herein, I will to the "greatest extent feasible" provide training, employment and contract opportunities to qualified low-income residents and business concerns which provide economic opportunities to low-income persons in the area in which this project is located (Hampton Roads Metropolitan Area). This clause and reporting requirements will be incorporated into any lower tier contracts.

We will comply and seek out low-income persons for any open positions. Notices shall be posted in conspicuous places available to residents, employees and applicants for any open positions.

Signature and Title

Printed Name

Date Signed

***Note, when submitting your response to the solicitation, provide a summary/documentation of your Section 3 outreach efforts and the outcomes.**

Examples of Recruiting Efforts

(Hud Recipients & Contractors)

*Advertising the contracting opportunities through trade association papers, and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising. Distributing flyers via mass mailings, including emails, in common areas of the housing developments.

*Establishing or sponsoring programs designed to assist residents of public housing/section 8 in the creation and development of resident-owned businesses.

*Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

*Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

*Actively supporting joint ventures with Section 3 business concerns.

*Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

*Database will be developed of certified Section 3 residents of public housing and Section 8-assisted housing.

*A database will be developed to maintain skill assessments of all residents of public housing and other Section 3 residents.

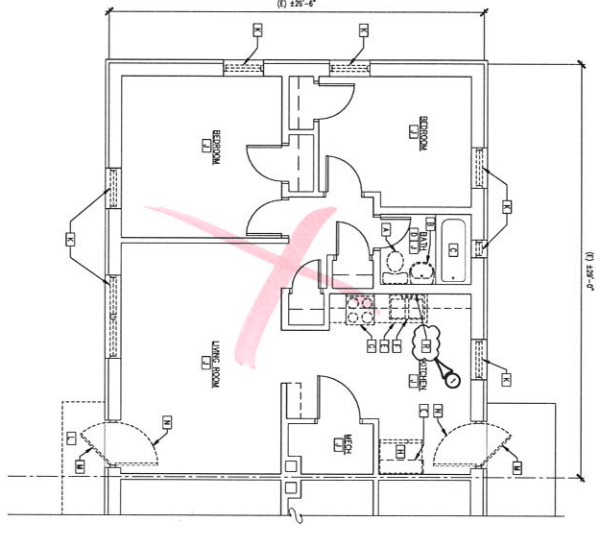
*Relationships will be developed with local area employers in an effort to solicit job vacancies to determine skills needed in their workplace, thereby providing training to residents developing skills that will transfer into the external labor market.

***Note, when submitting your response to the solicitation, provide a summary/documentation of your Section 3 outreach efforts and the outcomes.**

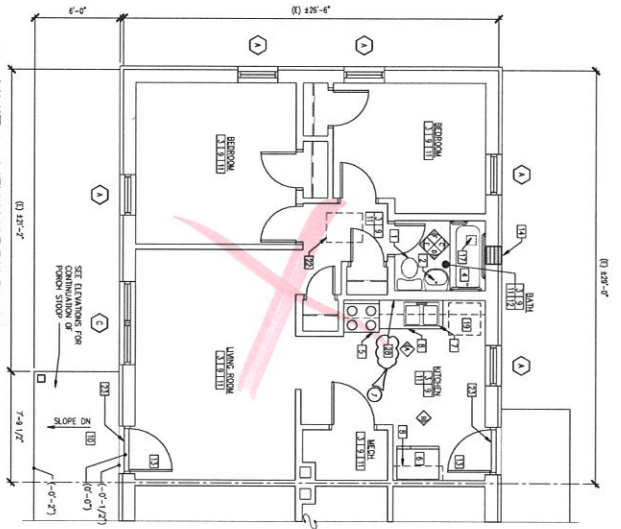
ATTACHMENT "J"
DRAWINGS

SEE SHEET J-100 FOR TYPICAL CEILING NOTES, ROOMS & NEW WORK KITCHENS, AND ELEVATIONS

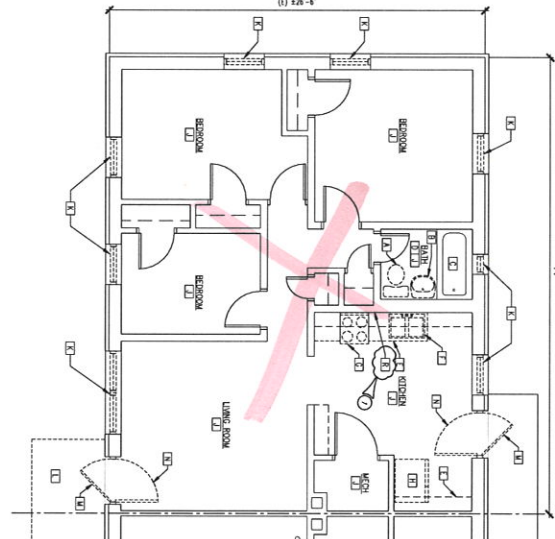
RECORD DRAWINGS
SEPTEMBER 11, 2013



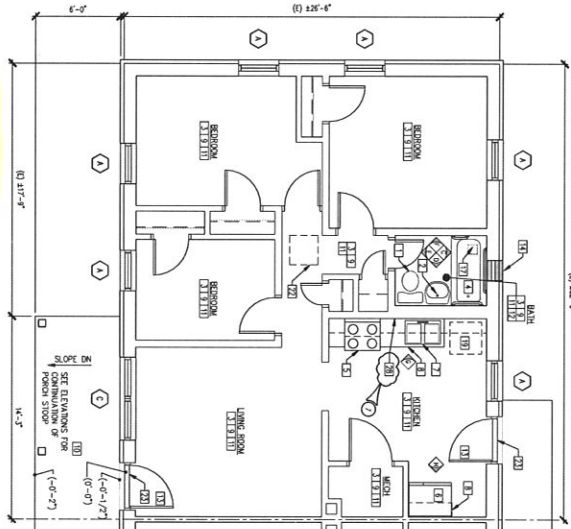
1 UNIT 4 - DEMOLITION PLAN
SCALE 1/8" = 1'-0"



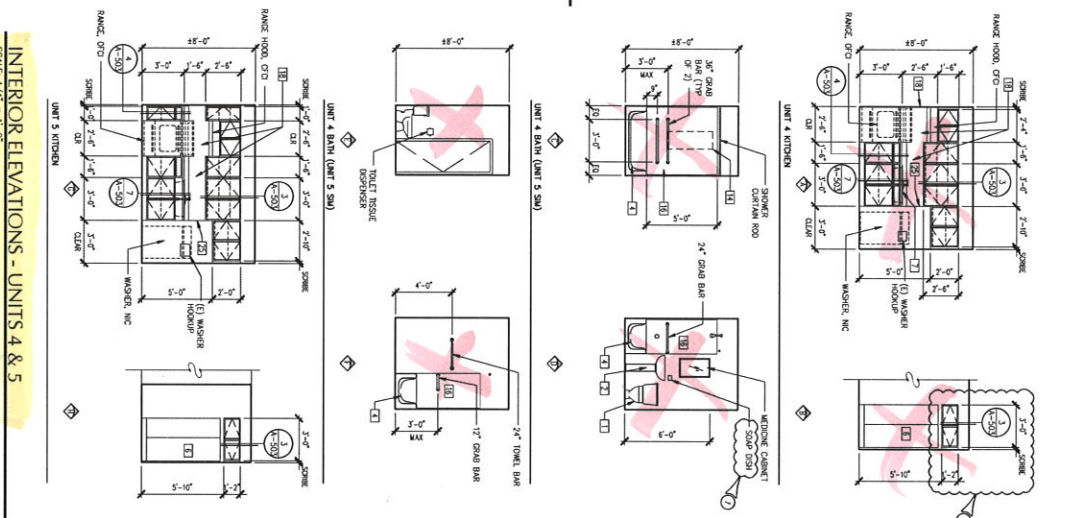
2 UNIT 4 - NEW WORK PLAN
SCALE 1/8" = 1'-0"



3 UNIT 5 - DEMOLITION PLAN
SCALE 1/8" = 1'-0"



4 UNIT 5 - NEW WORK PLAN
SCALE 1/8" = 1'-0"



INTERIOR ELEVATIONS - UNITS 4 & 5
SCALE 1/8" = 1'-0"



SCALE	1/8" = 1'-0"
DESIGNED BY	DR
DRAWN BY	DR
CHECKED BY	DR
DATE	12/22/09
COMMISSION NUMBER	2100100
SHEET NUMBER	A-104
OF	23

FLOOR PLANS - UNIT 4 & 5
NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY
MARSHALL COURTS RENOVATIONS - PHASE ONE
NEWPORT NEWS, VIRGINIA

DESCRIPTION	RECORD DRAWINGS
DATE	9/11/13

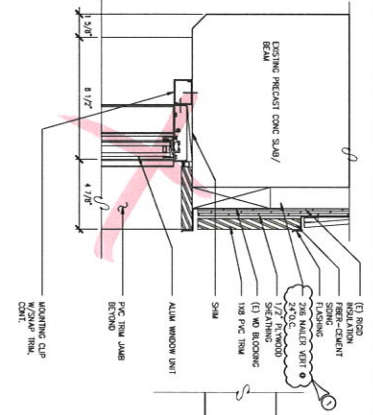
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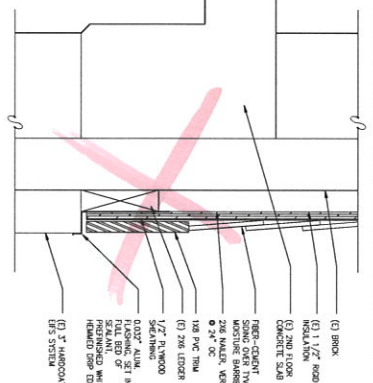
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ATTACHMENT "J"

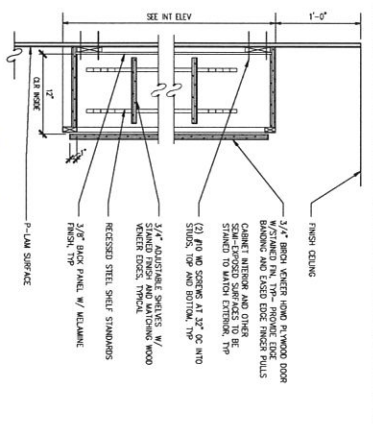
DRAWINGS



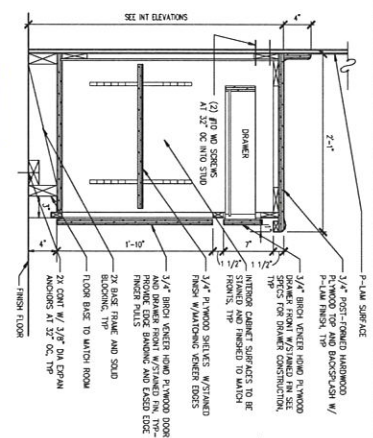
1 WINDOW HEAD DETAIL - SIDING
SCALE: 3\"/>



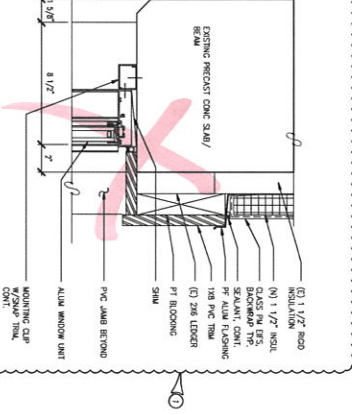
2 MATERIAL TRANSITION DETAIL
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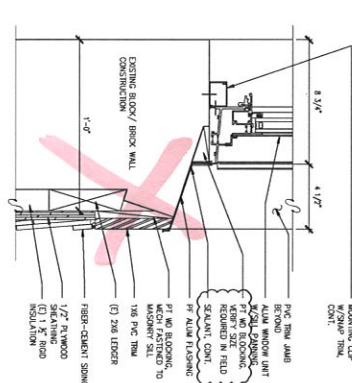
3 WALL CABINET
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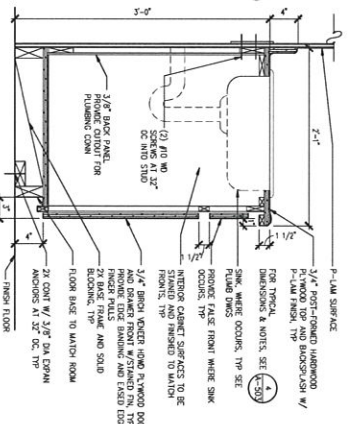
4 BASE CABINET
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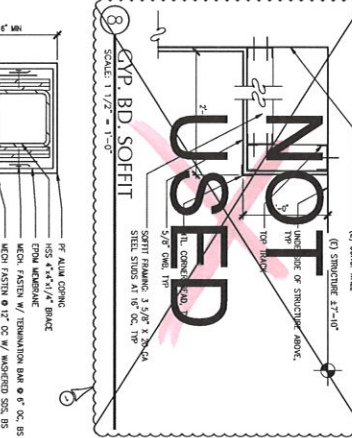
5 WINDOW HEAD DETAIL - EIFS
SCALE: 3\"/>



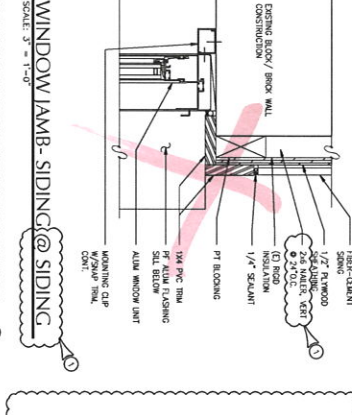
6 WINDOW SILL DETAIL - SIDING
SCALE: 3\"/>



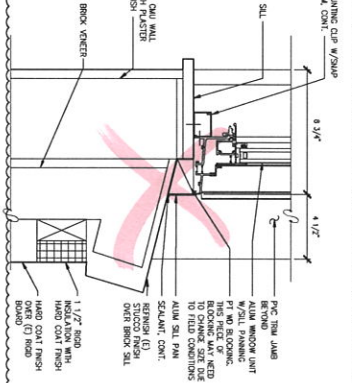
7 SINK CABINET
SCALE: 1 1/2\"/>



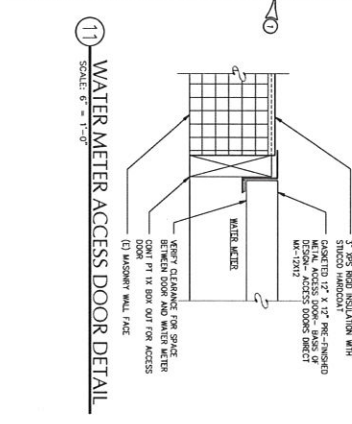
8 GRIP, BD, SOFFIT
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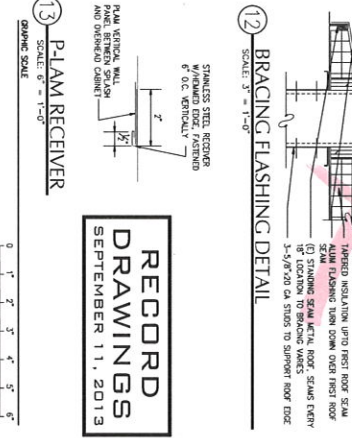
9 WINDOW JAMB - SIDING
SCALE: 3\"/>



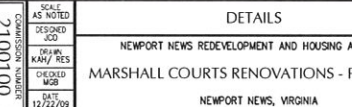
10 WINDOW SILL DETAIL - EIFS
SCALE: 3\"/>



11 WATER METER ACCESS DOOR DETAIL
SCALE: 6\"/>



12 BRACING FLASHING DETAIL
SCALE: 3\"/>



13 P-LAM RECEIVER
SCALE: 6\"/>



RECORD DRAWINGS
SEPTEMBER 11, 2013

SCALE AS NOTED
DESIGNED BY: KAH/RES
CHECKED BY: KAH/RES
DATE: 12/22/09

COMMISSION NUMBER: 2100100
SHEET NUMBER: A-503
DATE: 16 SEP 22

NO.	DATE	DESCRIPTION
1	9/11/13	RECORD DRAWINGS

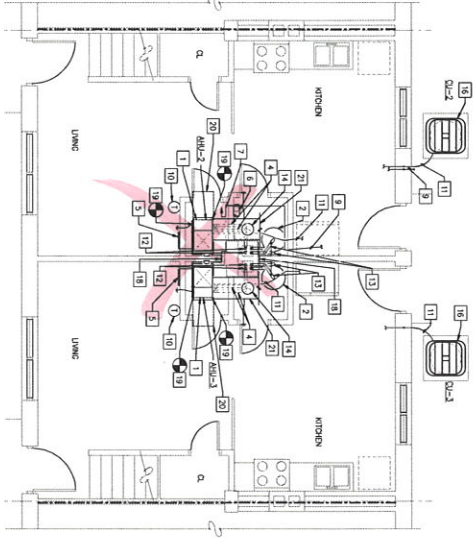
NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY
MARSHALL COURTS RENOVATIONS - PHASE ONE
NEWPORT NEWS, VIRGINIA

ENGINEERS • ARCHITECTS • PLANNERS

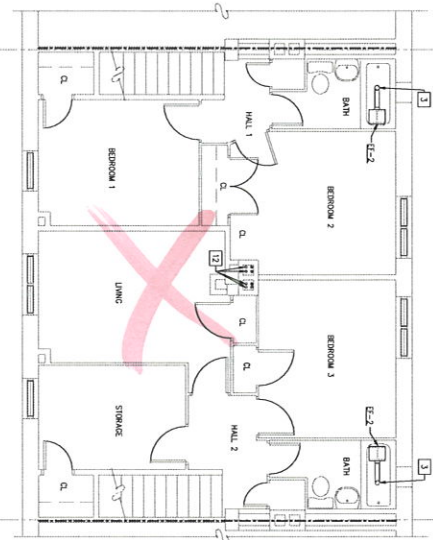
449 McLaws Circle, Williamsburg, VA 23185
Phone: 757.253.8678 Fax: 757.253.9119
Norfolk-Virginia Beach, 757.874.5015
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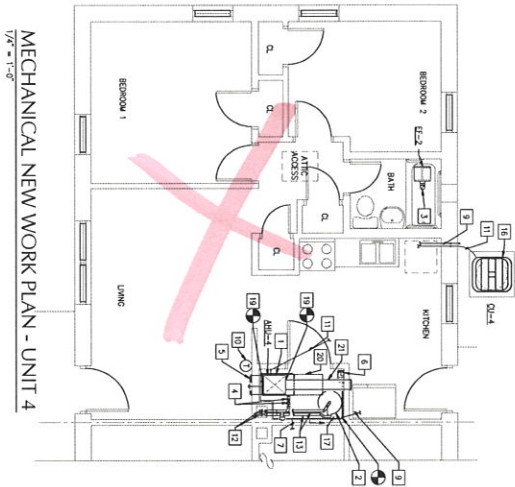
ATTACHMENT "J"
DRAWINGS



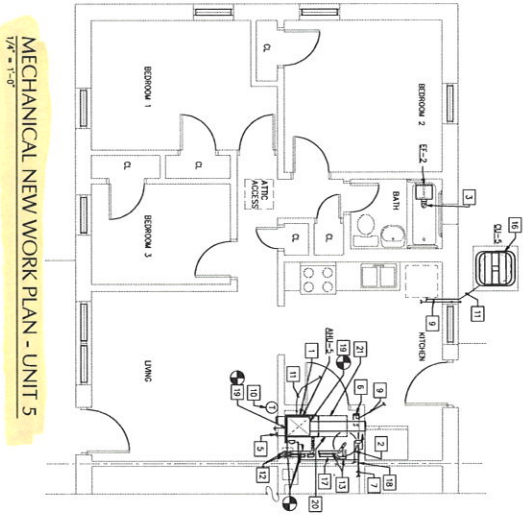
MECHANICAL NEW WORK PLAN - 1ST FLOOR - UNIT 3
1/8" = 1'-0"



MECHANICAL NEW WORK PLAN - 2ND FLOOR - UNIT 3
1/8" = 1'-0"



MECHANICAL NEW WORK PLAN - UNIT 4
1/8" = 1'-0"

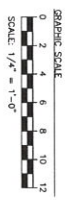


MECHANICAL NEW WORK PLAN - UNIT 5
1/8" = 1'-0"

- PLAN REFERENCE NOTES - UNITS 3, 4 & 5 - MECHANICAL NEW WORK PLANS**
- 1 PROVIDE TRANSITION AS REQUIRED FROM NEW PLUMBING TO NEW DR. CO. BOX. PROVIDE NEW SUPPLY AIR RETURN DUCT TO BE CONNECTED TO EXISTING RETURN AIR DUCT TO BE FULL SIZE OF NEW EXHAUST AND SHALL BE CAPABLE OF FULLY SUPPORTING THE NEW WATER HEATER (SEE PLUMBING DRAWINGS).
 - 2 NEW 4" DUCT UP THROUGH (3) CONCRETE ROOF DECK, REFER TO SHEET M-104 FOR CONNECTIONS.
 - 3 NEW IN-RAIL AND EXHAUST VENTS FOR NEW RANGEHOOD. CONNECT TO EXISTING VENT PIPES UP TO ROOF. SIZE PER MANUFACTURER'S RECOMMENDATIONS.
 - 4 TO REINSTALLATION, REMOVE GAS GLETT WITHOUT FLETCH. CLEAN GLETT PRIOR TO REINSTALLATION.
 - 5 PROVIDE NEW CONDENSATE PUMP (CP-1) FOR RANGEHOOD, DR. CO. AND WATER HEATER. ROUTE CONDENSATE DRAIN PIPING FROM ADJACENT APARTMENT TO CONDENSATE THROUGH-ROOF PENETRATION SYSTEM (2 IN).
 - 6 PROVIDE NEW RETURN AIR DUCT FULL SIZE OF RETURN AIR GLETT. MAKE CONNECTION TO NEW RETURN AIR RETURN.
 - 7 EXISTING CONDENSATE DRAIN PIPING TO BE MAINT.
 - 8 PROVIDE NEW DIGITAL THERMOSTAT AT LOCATION OF EXISTING THERMOSTAT.
 - 9 PROVIDE NEW REFRIGERANT LINE SET. PROVIDE ALL APPURTENANCES AS REQUIRED AND SIZE LISTED PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 - 10 PROVIDE NEW IN-RAIL AND EXHAUST VENTS UP THROUGH ROOF IN EXISTING CHIMNEY. PROVIDE NEW IN-RAIL AND EXHAUST VENTS UP THROUGH ROOF IN EXISTING CHIMNEY. SIZE VENTS PER MANUFACTURER'S RECOMMENDATIONS.
 - 11 PROVIDE NEW SUPPLY AIR RETURN CONNECTION TO EXISTING SUPPLY AIR DUCT UP TO SECOND FLOOR.
 - 12 PROVIDE 3" THRU-WALL DUCT WITH WALL CAP, BACKDRAFT DAMPER AND MAINTAIN MANUFACTURER'S REQUIRED SERVICE AND EXISTING CLEARANCES.
 - 13 PROVIDE NEW CONDENSATE DRAIN PIPING FOR NEW EQUIPMENT AS REQUIRED AND MAINTAIN MANUFACTURER'S REQUIRED SERVICE AND EXISTING CLEARANCES.
 - 14 REUSE EXISTING OR PROVIDE NEW WALL PENETRATION AS REQUIRED. SEAL ALL EXISTING AND NEW PENETRATIONS IN PARTY WALLS WITH AN APPROVED THROUGH-FIRE-RATION THROUGH-PENETRATION RESISTIVE SYSTEM (2 IN).
 - 15 RECONNECT EXISTING SUPPLY AIR DUCT TO NEW SUPPLY AIR RETURN.
 - 16 MAINTAIN MANUFACTURER'S REQUIRED SERVICE CLEARANCE FOR NEW AIR.
 - 17 EXISTING SUPPLY AIR DUCT TO BE MAINT.

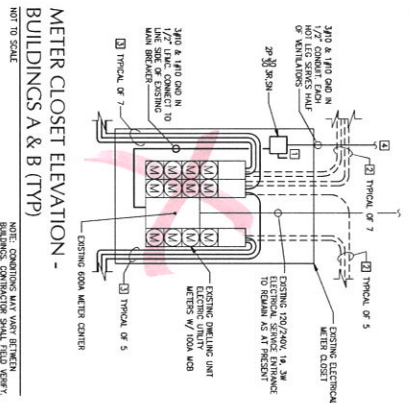
RECORD
DRAWINGS
SEPTEMBER 11, 2013

THESE DRAWINGS ARE BASED ON HISTORICAL DRAWINGS AND SITE VISITS OF THE EXISTING BUILDING. THE ORIGINAL BUILDING DRAWINGS WERE DEVELOPED BY D&K, INC. AND ARE DATED APRIL 27, 1994. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS PRIOR TO FABRICATION OF SYSTEMS. ANY MODIFICATIONS SHALL BE MADE ONLY AFTER APPROVAL BY THE ENGINEER.



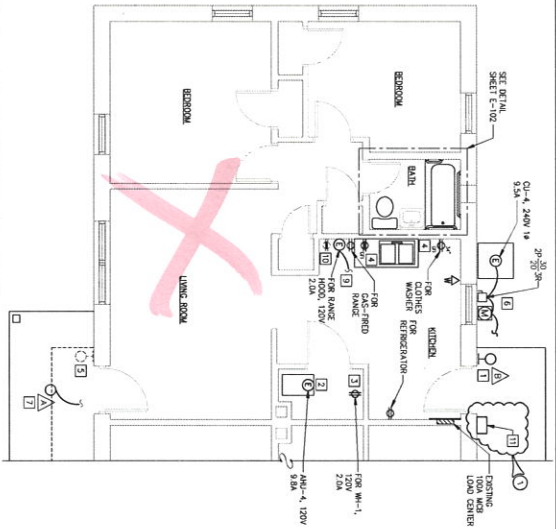
MECHANICAL NEW - UNITS 3, 4 & 5		<small>THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO D&K, INC. AND IS FURNISHED AS A SERVICE TO THE CLIENT. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN CONSENT OF D&K, INC. A PROFESSIONAL ENGINEER'S SEAL AND SIGNATURE IS REQUIRED FOR ANY CHANGES TO THIS DOCUMENT. ANY SUCH CHANGES SHALL BE MADE ONLY AFTER APPROVAL BY THE ENGINEER.</small>	
SCALE AS NOTED DESIGNED BY DRAWN BY CHECKED BY DATE 12/22/09	COMMISSION NUMBER 2100100	DATE 9/11/13	DESCRIPTION RECORD DRAWINGS
NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY MARSHALL COURTS RENOVATIONS - PHASE ONE NEWPORT NEWS, VIRGINIA		ENGINEERS • ARCHITECTS • PLANNERS 440 McLane Circle, Williamsburg, VA 23185 Phone: 757.253.0673 Fax: 757.253.2319 Norfolk-Virginia Beach: 757.874.5015 www.dkinc.com	
SHEET NUMBER M-103 OF 27		COMMITTED TO EXCELLENCE	

ATTACHMENT "J" DRAWINGS

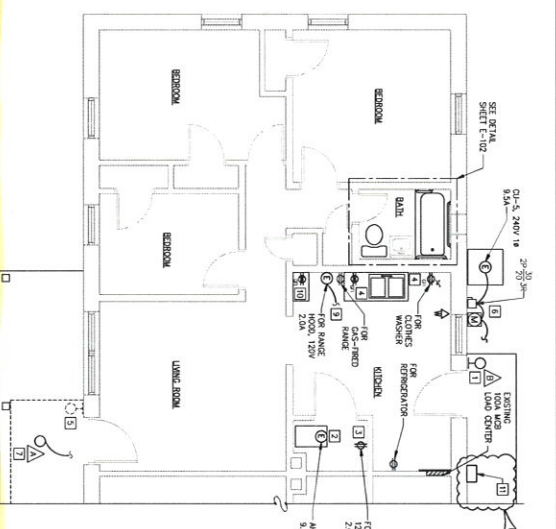


GENERAL ELECTRICAL NOTES
SEE SHEET E-101
ELECTRICAL WORK NOTES
SEE SHEET E-101

ELECTRICAL NEW WORK PLAN - UNIT 4
SCALE: 1/8" = 1'-0"

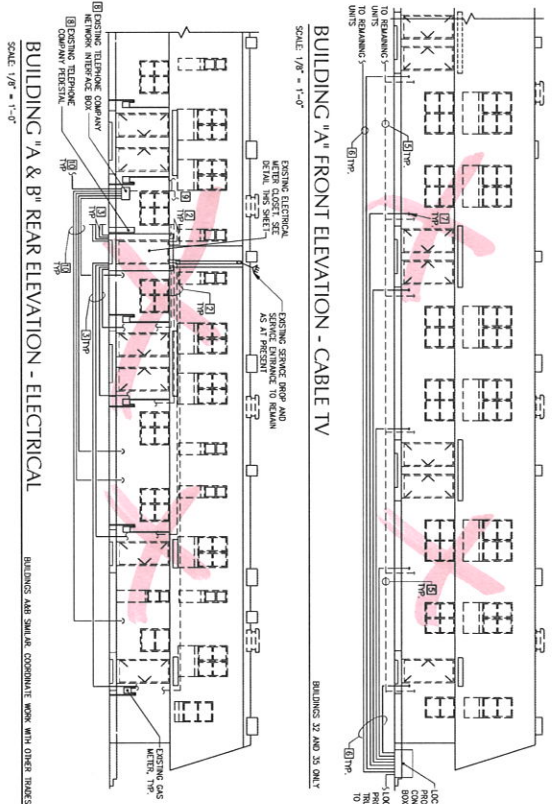


ELECTRICAL NEW WORK PLAN - UNIT 5
SCALE: 1/8" = 1'-0"



ELECTRICAL WORK NOTES - METER CLOSET AND BUILDINGS A & B (TYP)

1. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
2. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
3. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
4. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
5. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
6. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
7. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
8. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
9. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
10. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
11. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
12. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
13. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
14. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
15. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
16. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
17. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
18. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
19. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).
20. PROVIDE NEW 1/2" RIGID CONDUIT FROM METER CLOSET TO EACH UNIT 4 AND 5 (SEE SHEET E-101).



RECORD DRAWINGS
SEPTEMBER 11, 2013

ELEVATIONS AND ELECTRICAL PLANS - UNIT 4 & 5 NEWPORT NEWS REDEVELOPMENT AND HOUSING AUTHORITY MARSHALL COURTS RENOVATIONS - PHASE ONE NEWPORT NEWS, VIRGINIA		DATE: 11/9/13 DESCRIPTION: RECORD DRAWINGS	ENGINEERS • ARCHITECTS • PLANNERS DPA AC 449 McLaws Circle, Williamsburg, VA 23185 Phone: 757.263.0673 Fax: 757.263.2319 Norfolk-Virginia Beach, 757.874.5015 www.dpac.com COMMITTED TO EXCELLENCE
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