

Partners in Progress

October 13, 2016

Catherine Lamberg, Director U.S. Department of Housing and Urban Development Richmond Public Housing Program Center 600 E. Broad Street, 3<sup>rd</sup> Floor Richmond, VA 23219

Dear Ms. Lamberg:

I am writing to request database adjustments, in accordance with 24 CFR 902.24.

Regarding inspection report number 581624, filed on October 5, 2016 and released on October 13, 2016, for Lansdowne Park, AMP 201, the inspection report included a deduction of 5.89 points for "Site- Sharp Edges (Hazards) (NLT) and a 5.89 point deduction for tripping hazard, resulting in total points deducted 11.78. This deficiency resulted from a modernization contract in place while undergoing REAC inspection; therefore, we are requesting a database adjustment under 24 CFR 902.24(b).

Supporting documentation for these requests is enclosed. We respectfully request that the points deducted as a result of adverse conditions beyond the control of RRHA and modernization work in progress be restored to RRHA's inspection scores for Lansdowne Park.

We are also submitting a data base adjustment appeal relative to inspection report number 581624, and a copy of that appeal request and supporting documentation is enclosed for your information.

Please contact me at (540) 983-9241, ggoh@rkehousing.org, or David Bustamante at (540) 983-9265, dbustamante@rkehousiing.org, if you need additional information.

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Sincerely,

Glenda Edwards Goh Executive Director

Enclosures



# Office of Public Housing Real Estate Assessment Center Request for Technical Review (TR) or Database Adjustment (DBA) of a Physical Inspection Score

Inspection	Number	581624		Project ID Number	VA011000201	
Inspection		10/05/20	16	Address of Property	2624 SALEM TURNPIKE NW	
•	operty Name	Lansdow	ne Park	City, State, Zip	ROANOKE VA 24017	
Date of Re	•	10/13/20	16	Contact Name	David Bustamantye	
TR or DBA	•	DBA				
ISSUE #						
Location (Inspectable Area)	Building Number I	Unit Number	Page 1			
SITE/GRO			Docum	entation Type:	T T	
	ciency/Observatio					
			bld HS - Sharp Edges(Ha of skin or other bodily ha		INT DEDUCTION- Sharp Edges	
Reason for Re	quest			···		
					hed at the time of the inspection. Modernization ay qualify for a database adjustment. Routine	
end/or remedial mai	intenance before or dunn	g the inspection	n are not eppealeble. All elements of the	ne unit that are not undargoing modarnization treent. RRHA requests that the 5.89 points de	at the time of the inspection (even if	
Additional Cor	mments					
	<u>.                                    </u>				·	
			***			
ISSUE #						
Location (Inspectable	Building Number I	Unit Number				
SITE			Docum	nentation Type:		
	ciency/Observation	 n				
Hazards HS	- Tripping (Haz	ards) (NL	T ) Level 3 5.89			
Reason for Re	wiew					
Modarnization contr	ract in place at the time of				hed at the time of the inspection. Modernization	
and/or femedial ma	intenance before or durin	d the inspection	n ara not appealable. All elements of the	rway at the time of tha physical inspection, ma ne unit that are not undergoing modernization atment. RRHA requests that the 5.89 points di	ay qualify for a datebase adjustment. Routine at the time of the inspection (even if	
<u> </u>						
Additional Cor						
	ne inspector cite ency and picture			edge and a trip nazard HS, b	out on his pictures he cites the	
					<u>, ,  </u>	
ISSUE #						
Location	Building	Unit				
(Inspectable Area)	Number !	lumber	<b>D</b>			
			Docum	nentation Type:		
Item and Defic	ciency/Observation	n				
	* ; *					
Reason for Re	view					
Additional Cor	nments					

# CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

DATA BASE ADJUSTMENT -INSPECTION NUMBER 581624 – LANSDOWNE PARK

**HS-SHARP EDGES** 

5.89 POINT DEDUCTION

**SUPPORTING DOCUMENTS** 

# Inspection Summary Report (POA) for Inspection #581624

#### Score Details

Note: The inspection software allows for the recording of the same deficiency as many times as it occurs. However, it is only scored once. The number within the parenthesis after the Deficiency indicates the number of observations for this inspectable area. For example; "Site - Spalling (Walkway / Steps) (4)" indicates the deficiency was observed and recorded 4 times under Site. Each individual observation can be found in the <u>Deficiency Details</u> section of this report.

ltem	tem Deficiency		Points <b>Deducte</b> d	Points Received
Site - LANSDOWNE	PRK - Site(0)* [Possible Points : 20.93]			
Non-Health And Safe	ety Deficiencies			
Grounds	Site - Overgrown/Penetrating Vegetation (Grounds)	Level 2	2.94	
Health And Safety D	eficiencies			
Grounds	Site - Erosion/Rutting Areas (Grounds) (NLT)	Level 3	7.50	
Hazards	HS - Sharp Edges (Hazards) (NLT )	Level 3	5.89	
Hazards	HS - Tripping (Hazards) (NLT )	Level 3	5.89	
* The point deductions for this su	b-area exceed the number of possible points. The points received cannot be negative	e so it is set to zero.	22.21	0.00

Building 105 - Off	ice/Shop - Common Areas [Possible Points : 0.20]			
Non-Health And S	Safety Deficiencies			
Ceiling	CA - Mold/Mildew/Water Stains/Water Damage (Ceiling)	Level 3	0.02	
Walls	CA - Damaged (Walls)	Level 1	0.01	
Health And Safety	/ Deficiencies	<del></del>		
Emergency/Fire Exits	HS - Missing Exit Signs (Emergency/Fire Exits) (NLT )	Level 3	0.06	
	•		0.08	0.12

Building 115 -	Lansdowne Garage - Common Areas [Possible Points	: 0.03]		
Non-Health A	nd Safety Deficiencies			
Ceiling	CA - Holes/Missing Tiles/Panels/Cracks (Ceiling)	Level 2	0.02	
			0.02	0.01

Building 11C1 - 2914	Building 11C1 - 2914-2920 SALEM TURNPIKE NW - Building Exterior [Possible Points : 0.68]				
Non-Health And Safe	Non-Health And Safety Deficiencies				
FHEO - Accessibility	BE- Obstructed or Missing Accessibility Route	Level 3	0.00		
to Main Floor	(FHEO Accessibility to Main Floor Entrance)				
Entrance					

Report generation date/time: 10/05/2016 09:01 PM Score Version: 1 Page: 32 of 83 Report template version: 04/15/2011 Note: The report generation date/time does not reflect the inspection release date/time.

## Inspection Summary Report (POA) for Inspection #581624

#### **Deficiency Details**

ltem	Location/Comments	Deficiency/Severity	Decisions
Site - LANSDOWNE PF	RK - Site(0)		
Non-Health And Safety	<u> </u>		
Grounds	2733-2739 GLENGARY AVE NW	Site - Overgrown/ Penetrating Vegetation (Grounds) - L2	<ul> <li>Overgrown vegetation</li> <li>Vegetation contacts or penetrates an unintended surface (for example, buildings, fences/walls, gutters, roofs, HVAC system, etc.)</li> <li>The surfaces are NOT damaged as a result.</li> </ul>
Health And Safety Defi	ciencies		
Grounds	2904-2910 GLENGARY AVE NW	Site - Erosion/Rutting Areas (Grounds) (NLT) - L3	<ul> <li>Erosion/rutting</li> <li>Severe runoff has displaced soil causing current or potential damage to surrounding structures or systems</li> </ul>
Hazards	cover over access at side of bld	HS - Sharp Edges (Hazards) (NLT) - L3	<ul> <li>Sharp Edges - This COULD cause cutting/breaking of skin or other bodily harm.</li> </ul>
Hazards		HS - Tripping (Hazards) (NLT) - L3	<ul> <li>Tripping (not related to elevators) - poses a tripping risk</li> </ul>

#### **Building 105 - Office/Shop[Sample,Inspected] - Building Exterior**

None

### Building 105 - Office/Shop[Sample,Inspected] - Building Systems

None

Building 105 - Off	Building 105 - Office/Shop[Sample,Inspected] - Common Areas					
Non-Health And Safety Deficiencies						
Closet/Utility/ Mechanical	Floor 1	CA - Damaged (Walls) - L1	<ul> <li>Crack(s)</li> <li>Greater than 1/8" wide AND greater than 11" long, but you cannot see through the</li> </ul>			

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U.S. Department of Housing and Urban Development
Physical Assessment Subsystem (PASS)

Control Panel User Preferences

EHS Search

Inspection Management MF Inspections PHAS Details

PASS Main Menu

#### **Photo Review**

89 records returned, displaying 1 to 20. [First/Prev] 1, 2, 3, 4, 5 [Next/Last]

Observation ID	Bldg Number	Area ID	Deficiencies	Location	Link to Photo (s)
2149	30E	FHEO - Accessible Outside Common Areas	CA - Routes Obstructed or Inaccessible to Wheelchair (FHEO - Accessible Outside Common Areas)	Floor 1	<u>View</u> Photo
2153	80E	Building Exterior	BE- Obstructed or Missing Accessibility Route (FHEO Accessibility to Main Floor Entrance)		View Photo
2154	80E	FHEO - Accessible Outside Common Areas	CA - Routes Obstructed or Inaccessible to Wheelchair (FHEO - Accessible Outside Common Areas)	Floor 1	View Photo
2157	80E	Unit 2519	Unit- Cracked/Broken/Missing Panes (Windows)	Bedroom	View Photo
2159	82F	Building Exterior	BE- Cracks/Gaps (Foundations)		View Photo
2160		Health and Safety	HS - Sharp Edges (Hazards)		View Photo
2160		Health and Safety	HS - Sharp Edges (Hazards)		View Photo
2161	82F	Building Exterior	BE- Obstructed or Missing Accessibility Route (FHEO Accessibility to Main Floor Entrance)		<u>View</u> Photo
2162	82F	FHEO - Accessible Outside Common Areas	CA - Routes Obstructed or Inaccessible to Wheelchair (FHEO - Accessible Outside Common Areas)	Floor 1	<u>View</u> <u>Photo</u>
2163	82F	Health and Safety	HS - Mold and/or Mildew Observed (Air Quality)	Bathroom	View Photo
2165	83C	Building Exterior	BE- Obstructed or Missing Accessibility Route (FHEO Accessibility to Main Floor Entrance)		View Photo
2166	83C	FHEO - Accessible Outside Common Areas	CA - Routes Obstructed or Inaccessible to Wheelchair (FHEO - Accessible Outside Common Areas)	Floor 1	<u>View</u> Photo
2167	83C	Health and Safety	HS - Mold and/or Mildew Observed (Air Quality)	Bathroom	View Photo
2168	83C	Health and Safety	HS - Emergency/Fire Exits Blocked/Unusable (Emergency/Fire Exits)	Bedroom	View Photo
2172	76G	Building Exterior	BE- Obstructed or Missing Accessibility Route (FHEO Accessibility to Main Floor Entrance)		<u>View</u> Photo
2173	76G			Floor 1	

# CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

# DATA BASE ADJUSTMENT -INSPECTION NUMBER 581624 – LANSDOWNE PARK

**HS-TRIPPING** 

5.89 POINT DEDUCTION

**SUPPORTING DOCUMENTS** 

### Inspection Summary Report (POA) for Inspection #581624

#### Score Details

Note: The inspection software allows for the recording of the same deficiency as many times as it occurs. However, it is only scored once. The number within the parenthesis after the Deficiency indicates the number of observations for this inspectable area. For example; "Site - Spalling (Walkway / Steps) (4)" indicates the deficiency was observed and recorded 4 times under Site. Each individual observation can be found in the Deficiency Details section of this report.

Points

Points

Deficiency	Severity	Deducted	Received
PRK - Site(0)* [Possible Points : 20.93]	4 11 18		
ty Deficiencies			
Site - Overgrown/Penetrating Vegetation (Grounds)	Level 2	2.94	
ficiencies			
Site - Erosion/Rutting Areas (Grounds) (NLT)	Level 3	7.50	
HS - Sharp Edges (Hazards) (NLT )	Level 3	5.89	
HS - Tripping (Hazards) (NLT )	Level 3	5.89	
area exceed the number of possible points. The points received cannot be negative	so it is set to zero.		0.00
Shop Common Areas [Possible Points : 0.20]			
ty Deficiencies			
CA - Mold/Mildew/Water Stains/Water Damage (Ceiling)	Level 3	0.02	
CA - Damaged (Walls)		0.01	
ficiencies			
HS - Missing Exit Signs (Emergency/Fire Exits) (NLT	Level 3	0.06	
		0.08	
owne Garage - Common Areas [Possible Points : 0	.03]		
ty Deficiencies			
CA - Holes/Missing Tiles/Panels/Cracks (Ceiling)	Level 2	0.02	
		0.02	
2920 SALEM TURNPIKE NW - Building Exterior [P	ossible Poir	nts 0.68]	
ty Deficiencies			
BE- Obstructed or Missing Accessibility Route	Level 3	0.00	
(FHEO Accessibility to Main Floor Entrance)			
	Site - Overgrown/Penetrating Vegetation (Grounds)  ficiencies  Site - Erosion/Rutting Areas (Grounds) (NLT)  HS - Sharp Edges (Hazards) (NLT)  HS - Tripping (Hazards) (NLT)  area axceed the number of possible points. The points received cannot be negative.  Shop - Common Areas [Possible Points = 0.20]  by Deficiencies  CA - Moid/Mildew/Water Stains/Water Damage (Ceiling)  CA - Damaged (Walls)  ficiencies  HS - Missing Exit Signs (Emergency/Fire Exits) (NLT)  Devene Garage - Common Areas [Possible Points = 0.20]  by Deficiencies  CA - Holes/Missing Tiles/Panels/Cracks (Ceiling)  2920 SALEM TURNPIKE NW - Building Exterior [Pay Deficiencies  BE- Obstructed or Missing Accessibility Route	Site - Overgrown/Penetrating Vegetation (Grounds)  Level 2  fficiencies  Site - Erosion/Rutting Areas (Grounds) (NLT)  HS - Sharp Edges (Hazards) (NLT)  HS - Tripping (Hazards) (NLT)  Level 3  HS - Tripping (Hazards) (NLT)  Level 3  Area axceed the number of possible points. The points received cannot be negative so it is set to zero.  Shop - Common Areas [Possible Points : 0.20]  By Deficiencies  CA - Mold/Mildew/Water Stains/Water Damage  (Ceiling)  CA - Damaged (Walls)  fficiencies  HS - Missing Exit Signs (Emergency/Fire Exits) (NLT Level 3  Devine Garage - Common Areas [Possible Points : 0.03]  By Deficiencies  CA - Holes/Missing Tiles/Panels/Cracks (Ceiling)  Level 2  2920 SALEM TURNPIKE NW - Building Exterior [Possible Points by Deficiencies  BE- Obstructed or Missing Accessibility Route  Level 3	ty Deficiencies Site - Overgrown/Penetrating Vegetation (Grounds)

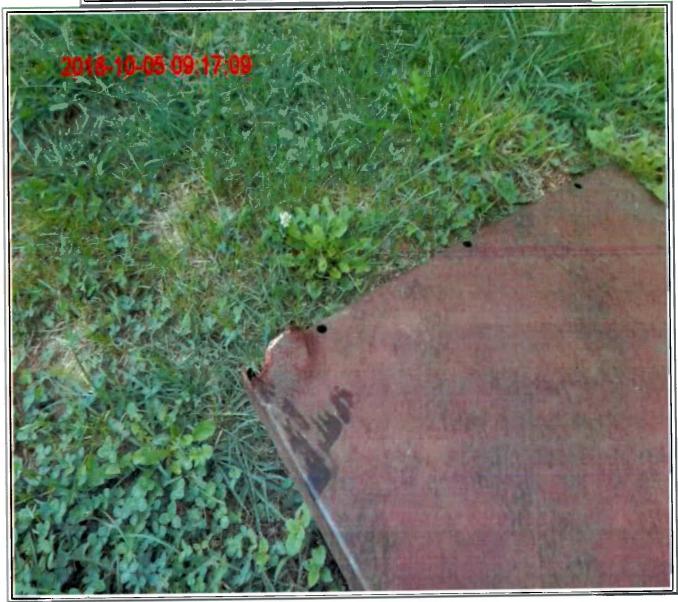
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# Inspection Summary Report (POA) for Inspection #581624

Deficiency Details			
Item	Location/Comments	Deficiency/Severity	Decisions
Site - LANSDOWNI	E PRK - Site(0)		<b>西西西</b> 罗马克
Non-Health And Sa	afety Deficiencies		
Grounds	2733-2739 GLENGARY AVE NW	Site - Overgrown/ Penetrating Vegetation (Grounds) - L2	<ul> <li>Overgrown vegetation</li> <li>Vegetation contacts or penetrates an unintended surface (for example, buildings, fences/walls, gutters, roofs, HVAC system, etc.)</li> <li>The surfaces are NOT damaged as a result.</li> </ul>
Health And Safety	Deficiencies		
Grounds	2904-2910 GLENGARY AVE NW	Site - Erosion/Rutting Areas (Grounds) (NLT) - L3	<ul> <li>Erosion/rutting</li> <li>Severe runoff has displaced soil causing current or potential damage to surrounding structures or systems</li> </ul>
Hazards	cover over access at side of bld	HS - Sharp Edges (Hazards) (NLT) - L3	<ul> <li>Sharp Edges - This COULD cause cutting/breaking of skin or other bodily harm.</li> </ul>
Hazards		HS - Tripping (Hazards) (NLT) - L3	- Tripping (not related to elevators) - poses a tripping risk
Building 105 - Offic	ce/Shop[Sample,Inspected] - I	Building Exterior	
Building 105 - Offic	ce/Shop[Sample,Inspected] - I	Building Systems	
None			
Building 105 - Offic Non-Health And Sa	ce/Shop[Sample,Inspected] - ·	Common Areas	
Closet/Utility/ Mechanical	Floor 1	CA - Damaged (Walls) - L1	<ul> <li>Crack(s)</li> <li>Greater than 1/8" wide AND greater than 11" long, but you cannot see through the</li> </ul>

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Inspection ID	Observation ID	Photo ID	Print Photo
581624	2160	1191	Print Photo





U.S. Department of Housing and Urban Development
Physical Assessment Subsystem [PASS]

#### **Photo Review**

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PASS Main Menu

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2153	80E	Building Exterior	BE- Obstructed or Missing Accessibility Route (FHEO Accessibility to Main Floor Entrance)	* entrance.	View Photo
2154	80E	FHEO - Accessible Outside Common Areas	CA - Routes Obstructed or Inaccessible to Wheelchair (FHEO - Accessible Outside Common Areas)	Floor 1	<u>View</u> Photo
2157	80E	Unit 2519	Unit- Cracked/Broken/Missing Panes (Windows)	Bedroom	<u>View</u> Photo
2159	82F	Building Exterior	BE- Cracks/Gaps (Foundations)		View Photo
2160		Health and Safety	HS - Sharp Edges (Hazards)	1 5.0 24 144	View Photo
2160		Health and Safety	HS - Sharp Edges (Hazards)	3	View Photo
2161	82F	Building Exterior	BE- Obstructed or Missing Accessibility Route (FHEO Accessibility to Main Floor Entrance)	Plantern,	<u>View</u> Photo
2162	82F	FHEO - Accessible Outside Common Areas	CA - Routes Obstructed or Inaccessible to Wheelchair (FHEO - Accessible Outside Common Areas)	Floor 1	View Photo
2163	82F	Health and Safety	HS - Mold and/or Mildew Observed (Air Quality)	Bathroom	<u>View</u> Photo
2165	83C	Building Exterior	BE- Obstructed or Missing Accessibility Route (FHEO Accessibility to Main Floor Entrance)	The state of the s	<u>View</u> Photo
2166	83C	FHEO - Accessible Outside Common Areas	CA - Routes Obstructed or Inaccessible to Wheelchair (FHEO - Accessible Outside Common Areas)	Floor 1	View Photo
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2168	83C	Health and Safety	HS - Emergency/Fire Exits Blocked/Unusable (Emergency/Fire Exits)	Bedroom	View Photo
2172	76G	Building Exterior	BE- Obstructed or Missing Accessibility Route (FHEO Accessibility to Main Floor Entrance)		View Photo
2173	76G			Floor 1	

# **Purchase Order**

Roanoke Redevelopment & Hsg Authority 2624 Salem Turnpike, N.W. Roanoke, Virginia 24017 USA

Telephone: (540) 983-9281

Department Copy-See to Attached Terms & Co

Purchase Order No.	<b>12</b> 132
Vendor No.	TALBOTT CO

Order From	

TALBOTT CONCRETE AND CONSTRUCTION INC 1957 FORT AVE LYNCHBURG, VA 24501-2701 Ship To

Roanoke Redevelopment & Hsg Authority 2624 Salem Turnpike, NW Roanoke, VA 24017 USA

Contact: Joel Shank Telephone: 540-983-9286

Telephone: 434-528-3125

Fax: 434-528-0250

	Customer No.	Ordered By	Confirmed To	l l	Remark
<u> </u>					
Ship Via F.O.B. Freight				ent Method	
		DEST - NO DEL CHRO	<u> </u>	NET	30 DAYS
Tax		ltem Number / Descri	ption	Unit Price	Extended Price
N		Rec	U of M : EA Warehouse : MAIN p Date: 09/06/16	13.50	35,100.00
N	,	Rec	U of M : EA Warehouse : MAIN p Date: 09/06/16	0.63	1,638.00
N		Rec	U of M : EA Warehouse : MAIN A Date: 09/06/16	190.00	17,100.00
N	{ Account: 201-443015-0000	Red	U of M : EA Warehouse : MAIN p Date: 09/06/16	70.00	5,040.00
N	All Other Work Items, including those on iron	slabs covering crawl	U of M : EA Warehouse : MAIN Date: 09/06/16	2,100.00	2,100.00
	Tax N N	Ship Via  Tax  N 9999 Sections of Concrete S {Account: 201-443015-0000} N 9999 Furnish and Apply Pen {Account: 201-443015-0000} N 9999 Install Concrete Stairs {Account: 201-443015-0000} N 9999 Install 2-Pipe Handrail {Account: 201-443015-0000 9999 N All Other Work Items, including those on iron	Ship Via  F.O.B.  DEST - NO DEL CHRO  Tax  ltem Number / Descri  N 9999 Sections of Concrete Sidewalk and On-Grade Slabs Rec  {Account: 201-443015-000000-211-201}  N 9999 Furnish and Apply Penetrating Sealer  (Account: 201-443015-000000-211-201}  N 9999 Install Concrete Stairs with Cheek Walls  (Account: 201-443015-000000-211-201}  N 9999 Install 2-Pipe Handrail Includes Painting  (Account: 201-443015-000000-211-201}  9999 N All Other Work Items, repair all trip hazards including those on iron slabs covering crawl	Ship Via	Ship Via   E.O.B.   Freight   Payme

Print Date	
Print Time	I1:36:20 AM
Page No.	1

Printed By: Wanda Green

Continued on Next Page

# **Purchase Order**

Roanoke Redevelopment & Hsg Authority 2624 Salem Turnpike, N.W. Roanoke, Virginia 24017 USA

Telephone: (540) 983-9281

Department Copy-See to Attached Terms & Co

Purchase Order No.	12132
Vendor No.	TALBOTT CO

Order From

TALBOTT CONCRETE AND CONSTRUCTION INC 1957 FORT AVE LYNCHBURG, VA 24501-2701

Ship To

Roanoke Redevelopment & Hsg Authority 2624 Salem Turnpike, NW Roanoke, VA 24017 USA

Contact: Joel Shank Telephone: 540-983-9286

Telephone: 434-528-3125 Fax: 434-528-0250

Order Date	Customer No.	Ordered By	Confirmed To		Remark
09/06/16					
	Ship Via	F.O.B.	Freight		ent Method
		DEST - NO DEL CHRG		Unit	30 DAYS
Order Quantity	Tax	Item Number / Description	Item Number / Description		Extended Price
	WORK SUBJEC CALENDAR DA	D TRIP HAZZARD REPAIRS FOR LANSI TTO WAGE DECISION VA160133. ALL AYS FROM DATE OF NOTICE TO PROCI TACHED TERMS AND CONDITIONS	WORK SHALL BE COMPLE		

Print Date | 09/06/16 Print Time | 11:36:20 AM | 2

Printed By: Wanda Green

Subtotal Freight	60,978.00 0.00
Order Total	60,978.00

# *MEMORANDUM*

(). Sano

To: Project Files – Sidewalk Repairs for Lansdowne Park, AMP 201

From: Joel Shank, Vice President of Operations

Date: 9/1/16

Subject: Price Analysis of Low Quotation Submitted by Talbott Concrete and Construction,

Inc.

Quotations for sidewalk repairs for Lansdowne Park, AMP 201, were solicited from 11 contractors. Two (2) responsive quotations were received.

The responding contractors and their quotation amounts are as follows:

Russell's Remodeling, LLC - \$69,900.00 Self-certified as Section 3 Business Concern

> Talbott Concrete and Construction, Inc. - \$60,978.00

Based on HUD's Section 3 regulations, the amount of allowable preference given to a Section 3 Business Concern, when the low quotation amount is less than \$100,000, is ten percent (10%) of the amount of the low quotation or \$9,000, whichever is the lessor amount. Ten percent (10%) of the quotation submitted by Talbott Concrete and Construction is \$6,097.80. The difference between the amount of the quotation submitted by Russell's Remodeling and the amount of the quotation submitted by Talbott Concrete and Construction is \$8,922.00 which is greater than the amount of the allowable preference. Therefore, HUD's allowable Section 3 preference is not a factor in the award of a purchase order for this project.

On this day, I reviewed the quotation submitted by Talbott Concrete and Construction with Ms. Cindy Talbott, Vice President. No discrepancies were noted in reviewing the scope of work for the project. She stated that she was comfortable with the amount of the quotation submitted.

The amount of the independent cost estimate, based on R S Means Commercial Renovation Cost Data – 2016 ed., for the sidewalk repairs \$89,870.00. The amount of Talbott Concrete and Construction's quotation was approximately 32.1% less than the amount of the independent cost estimate. Therefore, their quotation amount is determined to be fair and reasonable for the specified work to be done.

Talbott Concrete and Construction has previously completed several sidewalk repair and replacement projects for RRHA in a satisfactory manner. It is recommended that a purchase order in the fixed amount of \$60,978.00 be awarded to Talbott Concrete and Construction, Inc. sidewalk repairs for Lansdowne Park, AMP 201.

- 63. Rear of 2452 Salem Turnpike replace porch slab approx. 4' x 8', replace slab on-grade slab at porch approx. 8' x 4', replace sidewalk from alley to on-grade slab approx. 25' x 3'.
- 64. Front of 2522 2524 Salem Turnpike replace two (2) sections of sidewalk approx. 8' x 4'.
- 65. Front of 2822 2824 Salem Turnpike grind City sidewalk to meet elevation of top of adjacent steps.
- 66. Front of 2906 2908 Salem Turnpike grind City sidewalk to meet elevation of top of adjacent steps.
- 67. Front of 2920 Salem Turnpike replace one (1) section of sidewalk approx. 4' x 4'.
- 68. At rear corner of 639 30<sup>th</sup> St. replace one (1) section of sidewalk at top of steps approx. 4' x 4'.
- 69. Grind small section on steel cover of access to building crawl space, Glengary AVE. approx. 3' x 3'.

#### **SECTION 05520**

#### **METAL RAILINGS**

#### PART 1 - GENERAL

#### 1.01 SUMMARY

A. Steel pipe handrails and guardrails to be installed at stair cheekwalls and at top of retaining walls.

#### 1.02 RELATED SECTIONS

A. Section 09900 "Painting".

#### 1.03 REFERENCES

- A. ASTM A53 Specification for Pipe, Steel, Black and Hot-Dipped, Zinc Coated, Welded and Seamless
- B. National Association of Architectural Metal Manufacturers (NAAMM): Pipe Railing Manual.
- C. International Code Council (ICC): International Building Code (IBC).
- D. American National Standards Institute (ANSI): ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities

#### 1.04 GENERAL

- A. Provide in accordance with the drawings all miscellaneous metal work required for proper completion of the project, except as specified under other sections.
- B. Coordinate the work under this section with that specified in other sections in order that all necessary items be provided as required. Include supplementary parts needed to complete each item, even though such work is not shown or specified. Furnish all miscellaneous bolts and anchors necessary for completion of the work. Anchors not shown in detail on the drawings shall conform to the accepted practices of the trade and shall be as approved by the RRHA. Provide all miscellaneous supporting members, braces, and framing members.
- C. Pipe handrail fabrications shall be well formed to shape and size, with sharp lines and angles. Shearing and punching shall produce clean, true lines and surfaces. Weld permanent connections unless otherwise specified. Exposed surfaces shall

# Repairs for Sidewalks, On-Grade Slabs, Concrete Steps, and Porches For Lansdowne Park, AMP 201

have a smooth finish and sharp, well defined lines and rises. Work shall be evenly formed or bent to curves. Mill joints to a close fit. Provide the necessary lugs and brackets. Drill holes for bolts and screws. Conceal fastenings where practicable. Thickness of metal and details of assembly supports shall give ample strength and stiffness. Form joints exposed to the weather to exclude water. Riveting, where exposed, shall be flush.

D. Weld in conformance with of AWS D1.1. Welding shall be continuous along entire area of contact. Exposed welds shall be ground smooth.

#### 1.04 PROJECT CONDITIONS

A. Field Measurements: Check actual dimensions and locations of cheek walls and other construction to which pipe handrail fabrications must fit accurate by field measurements before fabrication. Show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

#### **PART 2 - PRODUCTS**

#### 2.01 MATERIALS

A. Steel Pipe: ASTM A 53, standard weight (schedule 40), unless otherwise indicated. Outside diameter = 1-1/2 inches.

#### 2.02 FABRICATION

- A. Railing shall consist of top rail and intermediate rail with vertical posts installed at 4 feet on center maximum. Posts shall be installed equidistant within length of railing unless directed by Owner in writing otherwise.
- B. Steel pipe handrails shall be fabricated by firms or shops experienced and skilled in the custom fabrication of architectural handrails and railings, and shall meet the quality requirements of NAAMM Pipe Railing Manual.
- C. Bends in rails shall be precision formed to a smooth continuous radius by skill workers. Butt joints shall have internal pipe sleeve or dowel. Ends shall be closed with similar materials, welded, and ground smooth.
- D. Welded connections shall be made in the shop to the greatest extent possible. Welded joints shall be coped, mitered, welded, and ground and dressed smooth to match adjacent surfaces so that the shape and profile of pipe welded is continuously maintained.

# Repairs for Sidewalks, On-Grade Slabs, Concrete Steps, and Porches For Lansdowne Park, AMP 201

#### **PART 3 - EXECUTION**

#### 3.01 INSTALLATION

A. Contractor has option of installing steel sleeve in concrete cheek walls or top of retaining walls at time of placing concrete or core drilling cheek walls or retaining walls after concrete has cured. Handrail posts shall extend into cheekwall minimum of 1'-0" (See drawing details). Handrail posts shall be set with non-shrink grout which shall be sloped at top surface of cheek wall to shed storm water. Pipe hand rails shall be set plumb and in line with slope of cheek walls for stairs.

#### 3.02 PAINTING

A. Shop-prime ferrous metal items or coat in the standard treatment of the manufacturer, or, in the absence of such, provide one (1) coat of rust-inhibiting primer and two (2) coats of rust-inhibiting paint. In either case, coordinate the paint system with the finish paint specified in Section 09900 "Painting". Provide a primer compatible with the finish system specified.

- END OF SECTION -

#### **SECTION 09900**

#### **PAINTING**

#### **PART 1 - GENERAL**

#### 1.01 SUMMARY

A. This Section includes surface preparation, painting, and finishing of steel pipe handrails and fabricated benches.

#### 1.02 SUBMITTALS

- A. Submit in accordance with the procedures set forth in Section 01300 "Submittals."
- B. Product data for each paint system specified, including primers.
  - 1. Provide the manufacturer's technical information including label analysis and instructions for handling, storage, and application of each material proposed for use.
  - 2. List each material and cross-reference the specific coating, finish system, and application. Identify each material by the manufacturer's catalog number and general classification.

#### 1.03 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Product name or title of material.
  - 2. Product description (generic classification or binder type).
  - 1. Manufacturer's stock number and date of manufacture.
  - 4. Contents by volume, for pigment and vehicle constituents.
  - 5. Thinning instructions.
  - 6. Application instructions.
  - 7. Color name and formula number.

- 8. VOC content.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain containers used in storage in a clean condition, free of foreign materials and residue.
  - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

#### 1.04 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are within temperature range recommended by manufacturer.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are within temperature range recommended by manufacturer.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
  - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

#### **PART 2 - PRODUCTS**

#### 2.01 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following or equivalent:
  - 1. Glidden.
  - 2. DeVoe Coatings.
  - 3. The Sherwin-Williams Company (S-W).
  - 4. Or performance equivalent of above.

#### 2.02 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide primers, finish coat materials, and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.
- B. Material Quality: Provide the manufacturer's best professional grade of paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.
  - 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish the manufacturer's material data and certificates of performance for proposed substitutions.
- C. Colors: Provide color selections made by RRHA from the manufacturer's full range of standard colors.

#### **PART 3 - EXECUTION**

#### 3.01 EXAMINATION

- A. Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Surfaces receiving paint must be thoroughly dry before paint is applied.
  - 1. Do not begin to apply paint until unsatisfactory conditions have been corrected.
  - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
  - 1. Notify Owner about anticipated problems using the materials specified over substrates primed by others.

#### 3.02 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease prior to cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to the manufacturer's instructions for each particular substrate condition and as specified.
  - 1. Provide barrier coats over incompatible primers or remove and re-prime. Notify Owner in writing about anticipated problems using the specified finish-coat material with substrates primed by others.
  - 2. Ferrous Metals: Clean un-galvanized ferrous metal surfaces that have not been shop-coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council (SSPC).
    - a. Clean as recommended by the paint system manufacturer and according to requirements of SSPC specifications.
    - b. Apply prime coat. Touch up with the same primer as the shop coat.
- D. Materials Preparation: Carefully mix and prepare paint materials according to manufacturer's directions.
  - 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  - 2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
  - 3. Use only thinners approved by the paint manufacturer and only within recommended limits.

#### 3.03 APPLICATION

- A. General: Apply paint according to manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  - 1. Apply final coat of paint in field after handrails and benches have been installed and sealant has been applied at junction of support posts and adjacent concrete surfaces.
  - 2. Provide finish coats that are compatible with primers used.
  - 3. The number of coats and the film thickness required are the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer.
  - 4. Apply additional coats if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, and welds receive a dry film thickness equivalent to that of flat surfaces.
- C. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
  - 1. Allow sufficient time between successive coats to permit proper drying. Do not recoat for 24 hours.
- D. Application Procedures: Apply paints and coatings by brush, spray, or other applicators according to the manufacturer's directions.
  - 1. Brushes: Use brushes best suited for the material applied.
  - 2. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- E. Minimum Coating Thickness: Apply materials no thinner than the manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.

#### 3.04 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
  - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

#### 3.05 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Owner.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
  - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

#### 3.06 PAINT SCHEDULE

A. General: Provide the following paint systems for the various substrates indicated.

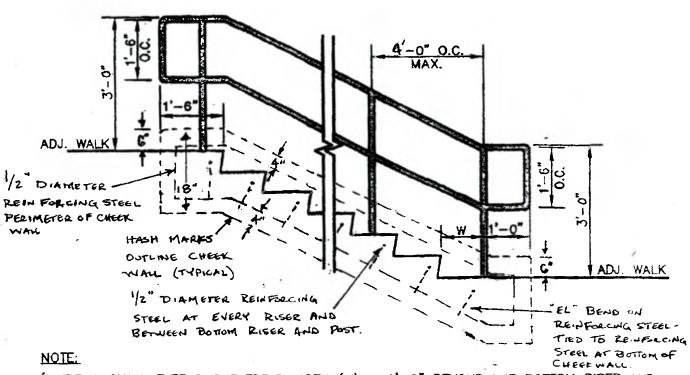
#### B. Primer:

1. Pipe Handrail and Benches: Rust-inhibiting primer shall be a high solids, rust inhibitive, corrosion resistant, lead and chromate free, interior-exterior alkyd primer. Primer can be applied to ferrous and non-ferrous surfaces, including galvanized metals. Shall be compatible with alkyd, urethane, or latex type paints. Primer shall be DEVOE DEVGUARD 4160 or equivalent. Primer shall be applied according to manufacturer's instructions.

#### C. Paint:

2. Pipe Handrail, Gas Piping, Bollards, and Benches: Paint shall be professional quality interior/exterior rust inhibitive, alkyd, semi-gloss enamel. Top coat paint shall be DEVOE DEVGUARD 4306 or equivalent. Paint shall be applied according to manufacturer's instructions. Colors: To be determined by RRHA.

#### - END OF SECTION -



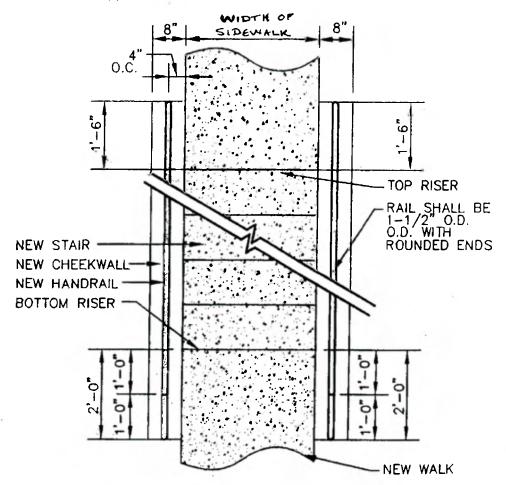
HANDRAIL SHALL EXTEND ONE TREAD WIDTH (W) + 1'-0" BEYOND THE BOTTOM RISER AND 1'-6" BEYOND THE TOP RISER-TYPICAL OF ALL NEW HANDRAILS.

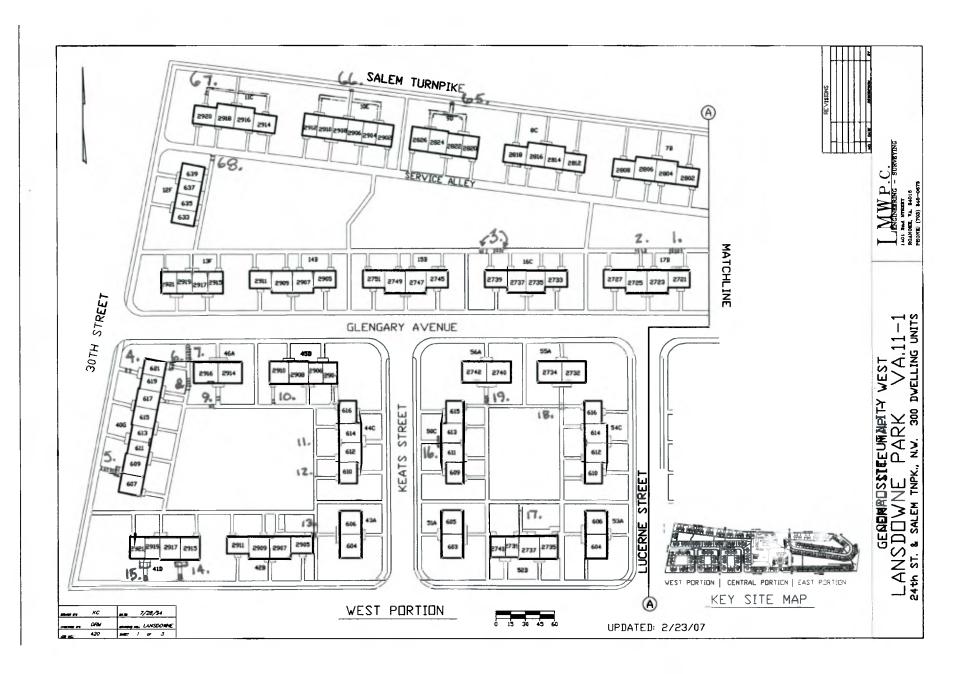
SECTION VIEW

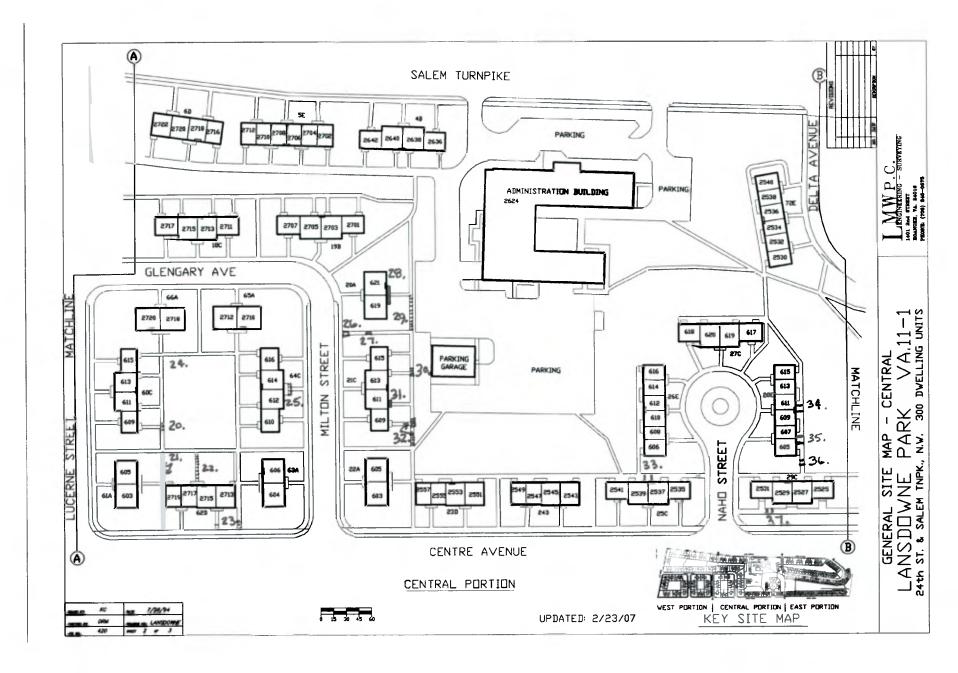
NOT TO SCALE

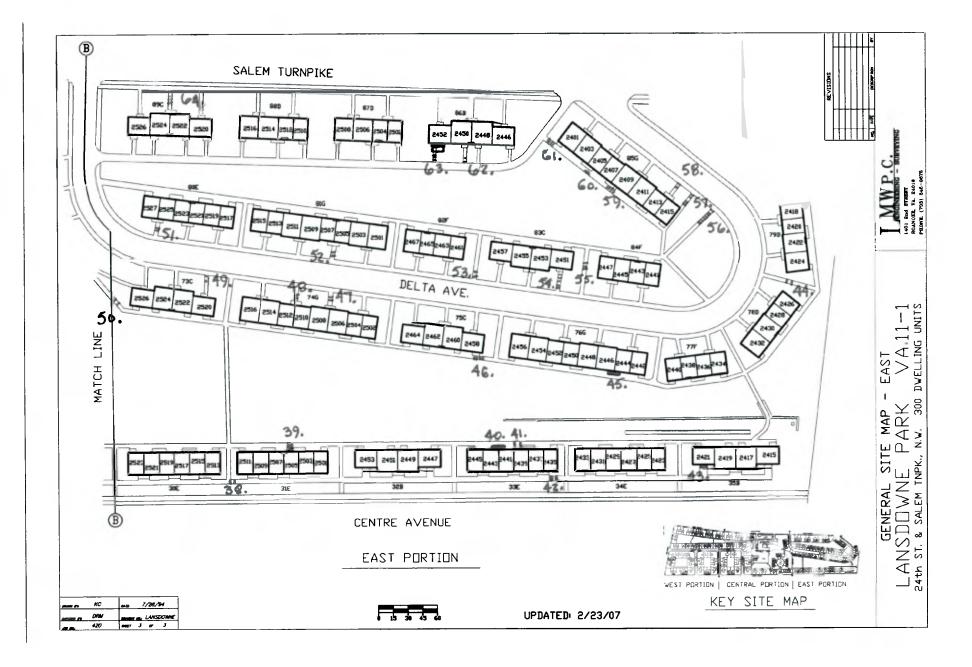
TYPICAL DETAIL FOR NEW CONCRETE STEPS WITH 8" CHEEK WALLS AND PIPE RAILLINGS

NO SCALE









#### **Gina Wells**

From:

Gina Wells

Sent:

Monday, August 15, 2016 9:19 AM

To:

'jrutrough@procon-inc.net'; 'hsconstco@aol.com'; 'whurt@thorconstruction.com'; 'George Trent'; 'prsinc@swva.net'; 'tconcrete06@verizon.net'; 'jmwinc@yahoo.com';

George Trent, prsinc@swva.net, tconcreteoo@venzon.net, jiii

'Bryan Fasnacht'; 'Jeff Russell'; 'wgs@wgarysmith.com'

Cc:

Joel Shank; Lee Sumpter; Jay Wilkinson

Subject:

Request for Quote for Repairs to Sidewalks, On-Grade Slabs, Steps, Porches for

Lansdowne Park, AMP 201

Attachments:

Request for Quotation Documents.pdf

Good Morning,

RRHA request your quote for an upcoming project. Please see the attached documents and submit your quote by the deadline stated on the quotation form.

#### Thank you,

### Gina Wells

Administrative Assistant to Capital Improvements
The City of Roanoke Redevelopment & Housing Authority
2624 Salem Turnpike NW
Roanoke, VA 24017
540-983-9262
540-983-9229
www.rkehousing.org

#### **Gina Wells**

From:

JT Rutrough < irutrough@procon-inc.net>

Sent:

Monday, August 15, 2016 9:56 PM

To:

Gina Wells

Subject:

Re: Request for Quote for Repairs to Sidewalks, On-Grade Slabs, Steps, Porches for

Lansdowne Park, AMP 201

Procon will not be pricing this project. Thank you for the opportunity.

J.T. Rutrough | Procon, Inc.
Senior Estimator
M (540) 420-8233 | www.procon-inc.net

On Aug 15, 2016, at 9:19 AM, Gina Wells <gwells@rkehousing.org> wrote:

Good Morning,

RRHA request your quote for an upcoming project. Please see the attached documents and submit your quote by the deadline stated on the quotation form.

Thank You,

Gina Wells
Administrative Assistant to Capital Improvements The City of Roanoke Redevelopment & Housing Authority
2624 Salem Turnpike NW
Roanoke, VA 24017
540-983-9262
540-983-9229
www.rkehousing.org<http://www.rkehousing.org/>

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<Request for Quotation Documents.pdf>

## RFQ List

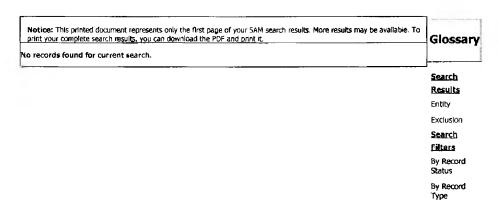
PROJECT NUMBER:	RFQ				
PROJECT NAME:	Repairs Sidewalks, On-Grade Slabs, Steps, Porches				
SITE NAME:	Lansdowne Park				
DATE:	8/16/2016				
FIRM/PERSON	Procon				
CONTACT	JT				
TITLE					
PHONE / FAX / CELL	483-2788				
EMAIL	igut couch a from - inc. RFQ package				
ADDRESS	J. W. J. W. J.				
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FIRM/PERSON	H & S Construction				
CONTACT	JEDSICA				
TITLE					
PHONE / FAX / CELL	345-1501				
EMAIL	DESCONSTRUCTION RFQ package				
ADDRESS	ns construgad, com				
FIRM/PERSON	Landon Hall Construction Co.				
CONTACT					
TITLE					
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EMAIL	RFQ package				
ADDRESS					
FIRM/PERSON	Thor, Inc.				
CONTACT					
TITLE					
PHONE / FAX / CELL	563-0567				
EMAIL	which a thor construction con				
ADDRESS	RFQ package				
FIRM/PERSON	GHT General Contracting Minority Contractor				
CONTACT	George Trent				
TITLE					
PHONE / FAX / CELL					
EMAIL	acosschichtengal.com RFQ package				
ADDRESS					

FIRM/PERSON	Paul Shively, Inc.
CONTACT	
TITLE	
PHONE / FAX / CELL	(540) 745-5838
EMAIL	DESINCE @ SWY, NO RFQ
ADDRESS	The state of the s
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FIRM/PERSON	Talbott Concrete and Construction Co.
CONTACT	Taibott Condicte and Construction Co.
TITLE	
PHONE / FAX / CELL	(424) 529 2125
EMAIL	
ADDRESS	Mericon. Net
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FIRM/PERSON	MW Construction
CONTACT	
TITLE	
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FIRM/PERSON	G & H Contracting
CONTACT	Bryan Fasnacht
TITLE	
PHONE / FAX / CELL	-
EMAIL	btasnachta RFQ
ADDRESS	ah contracting con
FIRM/PERSON	Russell's Remodeling, LLC
FIRM/PERSON CONTACT	Russell's Remodeling, LLC
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CONTACT TITLE PHONE / FAX / CELL EMAIL ADDRESS	jett-russell 18 8 yeshownon
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CONTACT TITLE PHONE / FAX / CELL EMAIL ADDRESS FIRM/PERSON CONTACT	jett-russell 18 8 yeshownon
CONTACT TITLE PHONE / FAX / CELL EMAIL ADDRESS FIRM/PERSON CONTACT TITLE	Gary Smith Contractor
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USER NAME	PASSWORD	
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Forgot Username?	Forgot Password?	
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# **Search Results**

Current Search Terms: talbott\* concrete\* and\* construction\* Inc.\*



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License Lockup

Boards (/Boards/)

(/LicenseLookup/)

License Detalls

Complaints

TALBOTT CONCRETE AND CONSTRUCTION

Online Renewal & Bervices (/OnlineServices/)

License Number

INC 2705107477

License Description

Contractor Corporation Class A

Professions & Occupations (/ProfessionsAndOccupations/)

2707 MAYFLOWER DR, LYNCHOURG, VA 24501

Address Specialties 9

Firm Type

Rank 9

Forms & Applications (/FormsAndAppitostions/)

Commercial Building (CBC) Concrete (CEM)

Initial Certification Date

Residential Building (RBC) 2006-06-08

**Fair Housing Office** 

**Expiration Date** 

2018-06-30

**Community Associations** 

(/CIC-Ombudeman/)

The license information in this application was last updated at Thu Sep 01 02:50:19 EDT.

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Complaint)

Records & Documents (/RecordsendDocuments/)

News & information (Rewsi)

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(http://www.facebook.com/VirginlaDPOR)

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WAI Lovel Compiliant (http://www.wd.yrg/WAI/WCAG1A-Copromanos) | Web\_Policy (MyssPolicy) | Logo\_Use\_Guidellines\_(uploadedfiles/ReinStletCoordination)UpCnR Logo\_Use\_Guidellines\_(uploa

## Joel Shank

From:

Talbott Concrete <tconcrete06@verizon.net>

Sent:

Wednesday, August 31, 2016 3:12 PM

To:

Joel Shank

Subject:

Quotation Form Lansdowne Park, AMP 201

Attachments:

Scan0327.pdf; Scan0328.pdf; Scan0329.pdf; Scan0330.pdf; Scan0331.pdf

Quotation Form, Self Certification for Small Business and Section 3 Self Certification for referenced project.

Will you please send us results after bid opening.

Thank you, Cindy Talbott (434) 528-3125

# **QUOTATION FORM**

### Scope of Work

City of Roanoke Redevelopment and Housing Authority (RRHA) is seeking a qualified Contractor to furnish all non-RRHA supplied materials, equipment, and labor needed to make repairs to concrete sidewalks, on-grade slabs, steps, and porches for Lansdowne Park, AMP 201 in accordance with specifications and terms and conditions. Work is located at 2624 Salem Tumpike, NW, Roanoke, VA at Lansdowne Park, AMP 201.

#### General information

All work will be performed in accordance with all applicable Federal, state and local regulations, codes and laws. All personnel performing the work will be appropriately licensed for such work. Work is to be performed during RRHA business: hours (Monday through Friday, 8:30 a.m. to 5:00 p.m.), unless advance arrangements are made. All work is subject to inspection by the Vide President of Operations or representative during installation and after the work is complete. The contractor will notify the Vice President of Operations when job is complete and arrange for an inspection. All work is subject to Labor Standards Requirements and the attached Wage Decision.

The Contractor shall maintain adequate insurance coverage approvided by law, including, but not limited to, worker's compensation, commercial general liability, and automobile liability. Certificates of insurance and copies of business license shall be furnished to RRHA.

Small business enterprises, Section 3 businesses, Minority and Women-owned business enterprises, and Service Disabled. Veteran businesses are encouraged to submit Quotations as well as all other enterprises.

**FRHA** does not discriminate against faith-based organizations in accordance with the Code of Virginia 2.2-4343-1 or on the basis of race, color, sex, age, religion, origin, disability, veteran status, or union affiliations in any of its federally assisted prodram and activities.

TDD within Virginia 711 outside of Virginia 1-800-828-11/20.

If the quotation is not within funding limits for this project, all quotations may be rejected. RRHA reserves the right to reject any or all quotations and to walve informalities in the quotation process. Unless all quotations are rejected, the award will be made to the lowest responsive and responsible offeror; subject to applicable regulations.

All quotes shall be signed and dated by a qualified representative of the Contractor.

The undersigned offers to conduct the work in accordance with the scope of services as stated by RRHA.

All invoices or other related documents shall clearly indicate RRHA's purchase order number.

Sign and submit Section 3 Business Concern Certification with Quotation. If not applicable write N/A on certification form and sign.

Sign and submitt Self Certification for Small, Minority, and Women Owned Business Concern.

Provide L	ine Item	Pricing
CIUTIUTL	TITIE INSTIT	FILERIU.

Offerors shall submit a unit cost for each line item indicated, and shall calculate and submit an extension total amount for each line item. Total amount for each line item shall be included in Total Quotation Amount. In the event of a discrepancy between unit cost and extension total amount for line item, the unit cost submitted shall be considered the basis for establishing the extension total cost amount for the line item. Quantities for unit costs are provided for Quotation purposes only. Unit cost shall be used as the basis for add/deduct from Purchase Order Amount once final quantities for unit cost work items have been determined. Unit Costs shall include all materials, labor, equipment costs, demolition costs, disposal costs, profit, and overhead costs required to perform the work.

SALICHER, DISPOSITION PROPERTY	anup) As Specified:	2,600 Square Feet At \$ 13,50	Per Square Foot
	***	tal Quotation Amount Below.)	
			7
Line flom #2: Total Goet For F	urnishing and Applyi	ng Penetrating Scaler To New Cond	rete Sidewalks As Specified:
2,600 Square Feet At \$n_6	3 Pe	Square Foot = \$ 1,638.00	(Total To Be included in
Total Quotation Amount Below	)		
Line item #3: Total Cost For	Installation of Concr	ste Stairs With Cheek Walls, As Sp	pecified: 90 Linear Feet Stair
Nose At \$ 190.00	Per Linear	Foot = \$ 17,100.00	(Total To Be included in
Total Base Bid Amount Below	(		
Line Item #4: Total Cost For Ir	<b>istallation of 2-</b> Pipe H	andrail, Including Painting, As Sp	eclfled; 72 Linear Feet 2-Pipe
Handrail At \$ 70.00	Linear F	oot=\$ 5,040.00	Total To Be Included in Total
Base Bid Amount Below.)			
	و است.	or Repairing Sidewalks, On-Grade (	Slabe Steps and Porches for
Line Item #5: Total Cost For A	<b>H.Other</b> Work Items F	The second secon	THE REPORT OF THE PARTY OF THE
Line Item #5: Total Cost For A Lansdowne Park As Specifie			ed In Total Quotation Amount
Lansdowne Park As Specifie			
Lansdowne Park As Specifie Below.)	d: \$ 2,100.00		ed In Total Quotation Amount
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Lansdowne Park As Specifie Below.)  Total Cost for Repairing Sides	walks, On-Grade Slab	(Total To Be Include • Stape, and Porches for Lanadow 78-03	ed In Total Quotation Amount

Payment terms Net 30	(minimum 15 days)	Quotation effective for 30 day	\$ (Mirimum 30 days),	
First date available for work	Oct. 1, 2016	No. of calendar days for completic	on_46	
To be considered, your que et the RRHA Central Admir	te must be received listrative Offices loc	by 4:00 p.m., local prevailing time, stad at 2624 Salem Turnpike, NW,	on Wedneeday, August 31, 2016 Rosnoke, VA 24017.	
Attention:	Joel Sha	nk, Vice President of Operations		
Facsimile Number;	(540) 983	(540) 983-9229		
Email:	jshank@i	jshank@rkehousarig.org		
Cleavery Antirone:	2624 Sal	2624 Salem Tumpike, NW, Roanoke, VA 24017		
Date August 31, 2016		Finn Talboot Concrete	and Construction, Inc.	
Signed by	)accour	Address 2707 Mayflowe	r Drive	
Title Vice President		Lynchburg, VA	24501	
Telephone No. (434) 528	-31-25	Fax. No. (434) 528-025	0	
State Contractor's License N	o. (If applicable) 270	5107477 Expiration d	ate 06/30/2018	
Federal Employer Identificati	on Number: 22392	9135		



## SELF CERTIFICATION FOR SMALL, MINORITY AND WOMEN OWNED BUSINESS CONCERN

Executive Order 12.221 dated July 14, 1965, directs the Minority Business Development Plans shall be developed by each Faderal Agency and that these annual plans shall establish minority business development objectives. The information is used by HD 10, monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the Information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals not evaluate MBE performance against those goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

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The Vendo	it rispresents	and certifies that it:	*
		d; nordominant in it field of o	Concern: "Small Business Concern" as used in this provision, means that perations; and not an affiliate or subsidiary of a business dominant in it identities and size standards in 13 GFR 121.
this provisi	on, means a b		Basiness Enterprise. "Women-owned Business Enterprise", as used in the percent (51%) owned by a woman or women who are U.S. citizens and
means a but in the case group mem	siness in which of publicly on bers, and who	ch is at least fifty-one percent woed business, at least fifty-or	ess Enterprise. "Minority Business Enterprise", as used in this provisions, (\$1%) awned or controlled by one (1) or more minority group members or, as percent (51%) of it voting stock is owned by one (1) or more minority group members or the purpose controlled by one (1) or more such individuals. For the purpose
Ċ	HECK APP	LICABLE BOX:	
_	<b>B</b> )	ack Americans	Aşian Pacific Americans
_	H	spanic Americans	Asian Indian Americans
-	N.	ative Americans	Hasidio Jewish Americans
lita da esta da esta de esta d	is NOT a Sm	all Minority, or Women-own	ned Business Concern business
informatio	n farnished		for perfury that the cordifications and statements made horself and they are to the livit of my knowledge.
Company I			
Name and	title (Printed	O Donto	August 31, 2016.
Signature (	DI DUSINGSS (	waer or Authorized Repres	SMADVE



# SELF CERTIFICATION FOR BUSINESS CONGERNS CLAIMING SECTION & PREPERENCE

PLEASE PROVIDE THE FOLLOWING INFORMATION. Please see section entitled "Information regarding Section 3" for definitions and further information.

certify, under penalty of law, as follows:  Company Name:  Please select "Yes" or "No". If you answer "YES" to one or more of the following your company as a Section 3 business concern.  A. 51% or more of the Company is owned by Section 3 residents:  B. 30% or more of the Company's permanent full-time employees are Section 3 residents:  WES"  Within three years of the date of first employment with the Company:  YES"  **Title************************************	NO dents, or were Section 3 residents
Please select "Yes" or "No". If you answer "YES" to one or more of the following your company as a Section 3 business concern.  A. 51% or more of the Company is owned by Section 3 residents:  B. 30% or more of the Company's permanent full-time employees are Section 3 residents:  WES"  Within three years of the date of first employment with the Company:  YES"  The answer to question B above was "YES", please answer the following:  total number of permanent full time employees:  10tal number of Section 3 employees:	NO dents, or ware Section 3 residents
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your company as a Section 3 business concern.  A. 51% or more of the Company is owned by Section 3 residents:  B. 30% or more of the Company's permanent full-time employees are Section 3 residents:  within three years of the date of first employment with the Company:  "If the arrawer to question B above was "YES", please answer the following:  total number of permanent full time employees:  10tal number of Section 3 employees:	NO  dents, or ware Section 3 residents
B. 30% or more of the Company's permanent full-time employees are Section 3 resignition three years of the date of first employment with the Company:YES*	dents, or ware Section 3 residents
within three years of the date of first employment with the Company:YES*	vo
total number of permanent full titre employees  total number of Section 3 employees	
total number of permanent full titre employees.  lotal number of Section 3 employees.	
percentage of permanent full time employees who are Section	
	3 employees:
C The Carlotte of the Carlotte	
C. The Company can provide evidence, as may be required by RRHA*, of a commitme of the collar amount of all subcontracts to qualified Section 3 business concerns:	YES NO
*Note: If you certify above that your business is a Section 3 business concent documentation and information in support of your Section 5 business concern qualificat	n, RRHA may request additional
declare and affirm under penelty of prosecution for perjury that the certifications an information furnished herewith are true and accurate to the best of my knowledge. It unated the provided in the period of the	derstand that falsifying information and that falsification of information mination, debarment or suspension
Contra O. Decetto	gust 31, 2016
Signature of Business Owner or Authorized Representative Date	esima !
Cynthia O. Talbott, President	415 AS
Name and Title (Printed)	NOTARY
State of Virginia . County/City of Lynchburg	PUBLIC
Subscribed and sworn before me this 31st day of August , 2016	PEG, #7508328  DIF COMMISSION  DIFFIES  430 7013
~ 0 0	DANIES
Date: August 31, 2016 Notery Public Job 13, 120 100	

## QUOTATION FORM

### Scope of Work

City of Roanoke Redevelopment and Housing Authority (RRHA) is seeking a qualified Contractor to furnish all non-RRHA supplied materials, equipment, and labor needed to make repairs to concrete sidewarks, on-grade slabs, steps, and porches for Lansdowne Park, AMP 201 in accordance with specifications and terms and conditions. Work is located at 2624 Salem Turnpike, NW, Roanoke, VA at Lansdowne Park, AMP 201.

#### General information

All work will be performed in accordance with all applicable Federal, state and local regulations, codes and laws. All personnel performing the work will be appropriately licensed for such work. Work is to be performed during RRHA business hours (Monday through Friday, 8:30 a.m. to 5:00 p.m.), unless advance arrangements are made. All work is subject to inspection by the Vide President of Operations or representative during installation and after the work is complete. The contractor will notify the Vice President of Operations when job is complete and arrange for an inspection. All work is subject to Labor Standards Requirements and the attached Wage Decision.

The Contractor shall maintain adequate insurance coverage as provided by law, including, but not limited to, worker's compensation, commercial general liability, and automobile liability. Certificates of insurance and copies of business license shall be furnished to RRHA.

Small business enterprises, Section 3 businesses, Minority and Women-owned business enterprises, and Service Disabled Veteran businesses are encouraged to submit Quotations as well as all other enterprises.

RRHA does not discriminate against faith-based organizations in accordance with the Code of Virginia 2.2-4343-1 or on the basis of race, color, sex, age, religion, origin, disability, veteran status, or union affiliations in any of its federally assisted program and activities.

TDD within Virginia 711 outside of Virginia 1-800-828-1120.

If the quotation is not within funding limits for this project, all quotations may be rejected. RRHA reserves the right to reject any or all quotations and to waive informalities in the quotation process. Unless all quotations are rejected, the award will be made to the lowest responsive and responsible offeror, subject to applicable regulations.

All quotes shall be signed and dated by a qualified representative of the Contractor.

The undersigned offers to conduct the work in accordance with the scope of services as stated by RRHA.

All invoices or other related documents shall clearly indicate RRHA's purchase order number.

Sign and submit Section 3 Business Concern Certification with Quotation. If not applicable write N/A on certification form and sign.

Sign and submit Self Certification for Small, Minority, and Women Owned Business Concern.

### Provide Line Item Pricing:

Offerors shall submit a unit cost for each line item indicated, and shall calculate and submit an extension total amount for each line item. Total amount for each line item shall be included in Total Quotation Amount. In the event of a discrepancy between unit cost and extension total amount for line item, the unit cost submitted shall be considered the basis for establishing the extension total cost amount for the line item. Quantities for unit costs are provided for Quotation purposes only. Unit cost shall be used as the basis for add/deduct from Purchase Order Amount once final quantities for unit cost work items have been determined. Unit Costs shall include all materials, labor, equipment costs, demolition costs, disposal costs, profit, and overhead costs required to perform the work.

Line Item #1: Tota	al Cost For Replace	ment Of Sections of	f Concrete Sidewalk	and On-Grade Slabs (Including
Demolition, Dispos	sal, and Cleanup) As	Specified: 2,600 Squ	are Feet At\$	Per Square Foot =
		cluded in Total Quotat		
Line Item #2: Total	Cost For Furnishing	and Applying Penetr	ating Sealer To New	Concrete Sidewalks As Specified:  (Total To Be Included In
		Per Square	Foot = \$ Acce.	(Total To Be included in
Total Quotation Am	ount Below.)			
Line Item #3: Tota	l Cost For Installatic	on of Concrete Stairs	With Cheek Walls, A	s Specified: 90 Linear Feet Stair
Nose At \$	oc. a	Per Linear Foot = \$_	Gove Co	s Specified: 90 Linear Feet Stair(Total To Be Included In
Total Base Bid Amo				
Line Item #4: Total Handrail At \$ Base Bid Amount B		n of 2-Pipe Handrail, II Linear Foot = \$	ncluding Painting, As	s Specified: 72 Linear Feet 2-Pipe(Total To Be Included In Total
Lansdowne Park /				ade Slabs, Steps, and Porches for cluded in Total Quotation Amount
Below.)				
Total Cost for Repa	airing Sidewalks, On- #3, #4, and #5 Above	-Grade Slabs, Steps, a	and Porches for Lans	downe Park As Specified (Sum of
				in above quotation amount.

Payment terms (minimum First date available for work	15 days) Quotation effective for <u>30</u> days (Minimum 30 days).  No. of calendar days for completion <u>60</u> .
	received by 4:00 p.m., local prevailing time, on Wednesday, August 31, 2016 offices located at 2624 Salem Turnpike, NW, Roanoke, VA 24017.
Attention:	Joel Shank, Vice President of Operations
Facsimile Number:	(540) 983-9229
Email:	jshank@rkehousing.org
Delivery Address:	2624 Salem Tumpike, NW, Roanoke, VA 24017
Date 8-30-76	Address Sion Heath stometed
Signed by	Address Sion Hearth stranked
Title Clover	Rix da 24012
Telephone No. (54c) 312-Fe	Fax. No
State Contractor's License No. (If applic	
Federal Employer Identification Number	



## SELF CERTIFICATION FOR SMALL, MINORITY AND WOMEN OWNED BUSINESS CONCERN

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the Information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is piedged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

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The Vendor represents and certifies that it:	
(a) is, is not a Small Business Concern. "S it is independently owned; not dominant in it field of operations; an field of operations and qualified as a small business under the criter	
(b) is, is not a Women-owned Business Enthis provision, means a business that is at least fifty-one percent (51 who also control and operate the business.	terprise. "Women-owned Business Enterprise", as used in 1%) owned by a woman or women who are U.S. citizens and
(c) is, is not a Minority Business Enterprismeans a business in which is at least fifty-one percent (51%) owned in the case of publicly owned business, at least fifty-one percent (5 group members, and whose management and daily operations are cof this definition, "minority group members" are:	1%) of it voting stock is owned by one (1) or more minority
CHECK APPLICABLE BOX:	
Black Americans	Asian Pacific Americans
Hispanic Americans	Asian Indian Americans
Native Americans	Hasidic Jewish Americans
is NOT a Small, Minority, or Women-owned Business	Concern business
I declare and affirm under penalty of prosecution for perjury to Information furnished herewith are true and accurate to the best company time  Name and title (Printed)	
Signature of Business Owner of Authorized Representative	



Subscribed and sworn before me this

#### SELF CERTIFICATION FOR BUSINESS CONCERNS CLAIMING SECTION 3 PREFERENCE

PLEASE PROVIDE THE FOLLOWING INFORMATION. Please see section entitled "Information regarding Section 3" for definitions and further information.

SPECIAL NOTE: If any information is not provided, as required in connection with Section 3 Business Self-Certification or if the document is not SIGNED AND NOTARIZED, the document will be deemed to be incomplete and you will not be eligible for the Section 3 preference. , the undersigned being duly sworn, on oath, represent, warrant and certify, under penalty of law, as follows. Company Name: Please select "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 business concern. A. 51% or more of the Company is owned by Section 3 residents: B. 30% or more of the Company's permanent full-time employees are Section 3 residents, or were Section 3 residents within three years of the date of first employment with the Company: \_\_/\_YES\*\_\_\_\_\_NO \*If the answer to question B above was "YES", please answer the following: total number of permanent full time employees: total number of Section 3 employees: percentage of permanent full time employees who are Section 3 employees: C. The Company can provide evidence, as may be required by RRHA\*, of a commitment to subcontrect in excess of 25% of the dollar amount of all subcontracts to qualified Section 3 business concerns: \_\_\_\_\_ YES \_\_\_ \*Note: If you certify above that your business is a Section 3 business concern, RRHA may request additional documentation and information in support of your Section 3 business concern qualification. I declare and affirm under penalty of prosecution for perjury that the certifications and statements made herein and any information furnished herewith are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements or documentation will be cause to disqualify this certification and that falsification of information or noncompliance with HUD regulations regarding Section 3 may result in contract termination, debarment or suspension from future HUD assisted contracts and/or potential legal actions and/or claims for indemnification for any losses suffered by RRHA as a result of its reflance on the information furnished by your Company. usiness Owner or Authorized Representative Name and Title (Printed) County/City of State of

day of

**Notary Public** 

RHONDA L. COLEMAN

Notary Public Commonwealth of Virginia

Registration No. 289397 My Commission Expires Jul 31, 2020 Kussell's Kenooblinglic

Cencrete Repairs to stolewally, car-stack
Slabs, steps and parches for Landown e Park
Slabs, steps and parches for Landown e Park
AUG 3 1 2016
REPHA CENTRAL OFFICE
RECEIVED

.

#### CONSTRUCTION COST ESTIMATE BREAKDOWN

R S Means Concrete and Masonry Cost Data - 2016 ed.will be used as a source of cost data. Estimated costs include materials, labor, equipment costs, profit, and overhead.

## FOR OFFICIAL USE ONLY

Cost est: for replacement of sections of concrete sidewalks, steps, and porch slabs for Lansdowne Park, AMP 201 Lansdowne Park - REAC preparation

Date: 8/12/16

		1								
		UNIT		MATER	RIAL COST		BOR COSTS			
LINE	ITEM	OF	QUANTITY	UNIT	TOTAL	MANHOURS	AVERAGE		OTHER	
NO.		MEASURE					RATE	TOTAL	DIRECT	LINE
		į	1		ļ	ļ			COSTS	TOTAL
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Mobilization	LS	1		0		506.64	507	260	
	Remove and replace sections of sidewalk	SF	2,600	2.85	7,410		11.90	30,940	6,682	45,032
1	Saw cutting concrete	LF_	480	0.15	72		0.95	456	250	
	Fine grading, seeding, mulch	SY	75	0.63	47		2.38	179	30	
	Crushed stone base	CY	32	27.72	887		6.84	219	326	
Lansdowne	Expansion joints	LF	262	1.03	270		3.16	828		1,098
Park	Expansion joint sealant	LF	262	0.82	215		1.49	390	174	779
rain	Replacement of porch slabs	SF	286	7.35	2,102		23.80	6,807	1,470	
	Concrete steps	LF Nose	90	9.98	898		47.78	4,300	671	5,869
	Cheek walls	LF	50	7.65	383		59.40	2,970	229	
	Install and paint pipe handrails - 2 pipe	LF	72	28.59	2,058		12.71	915	85	
	Concrete sealer	SF	2,600	0.11	286		0.32	832	174	
	Cleanup	LS	60	0.00	0		50.46	3,028		3,028
Subtotal:				-	14,628			52,370	10,350	77,348
ConcreteTest	ting:								800	
15% Profit an	d Overhead									11,722
Total Estimat	ed Cost									89,870

#### Prepared by: Joel Shank

Column 1 - ITEM - Description of materials required, work to be down, special equipment needed, etc. Breakdown should be in sufficient detail to permit itemizing of all direct costs.

UNIT OF MEASURE - Description of the unit which each item is to be estimated [examples-square yards (sy), cubic yards (cy), square feet (sf), linear feet (sf), board feet (bf), each (ea),

Column 2 - pound (1b).

Column 3 - QUANTITY - Contractor's estimate of quantity required in terms of unit of measure (Column 2). The Contractor is responsible for determining quantity estimates.

Column 4 & 5 . MATERIAL COSTS - Enter unit cost (Column 4) of materials or equipment to be supplied an total costs (Column 5) for item tisted in Column 1.

Column 6,7,88 \* LABOR COSTS - Enter in Column 6 the estimated number of man-hours needed to perform the work listed in Column 1. Enter in Column 7 the rate per man-hours, and in Column 8 enter the total labor costs.

Column 9 - OTHER DIRECT COSTS - Enter estimated costs of special equipment and other items (listed in Column 1) which are special to the contract and of significant doilar value.

Column 10 - LINE TOTAL - Self Explanatory

## INSTRUCTIONS FOR COMPLETING RD FORM 3052

Col 1 Item. Description of materials required, work to be done, special equipment needed, etc. Breakdown should be sufficient detail to permit itemizing of all direct costs.

Col 2 Unit of Measure. Description of the unit in which each item is to be estimated (examples-square yards-SY, cubic yards-CY, square feet-SF, linear feet-LF, board feet-BF, each-EA, pound-LB

Col 3 Quantity. Contractor's estimate of quantity required in terms of unit of measure (column 2). Items and units of measure will be furnished by the Government. Quantity estimates will be furnished by the Government only when it is anticipated that a unit price contract will be issued. Otherwise, the contractor is responsible for determining quantity estimates.

Col 4 and 5 Material Costs. Enter unit cost (Col 4) of material to be supplied and total cost (col 5) for item listed in column 1.

Col 6, 7 and 8 Labor Costs. Enter in col 6 the estimated number of manhours or mandays needed to perform the work listed in column 1. Enter in col 7 the average rate per manhour (manday) and in col 8 the total labor cost.

Col 9 Other Direct Costs. Enter estimated costs of special equipment and other items (listed in column 1) which are special to the contract and of significant dollar value.

Col 10 Line Total. Self-explanatory.

TOTAL MATERIAL COOTS

NOTE: In addition to other totals entered on various pages, the grand total of column 10, plus overhead and profit will be shown on the last page as follows.

TOTAL MATERIAL COSTS	\$14,020
TOTAL LABOR COSTS	\$52,370
TOTAL OTHER DIRECT COSTS	\$11,150
TOTAL DIRECT COSTS	\$78,148
OVERHEAD \$11,722 @15%	
SIGNATURE DEL SON	DATE S/12/16

## QUOTATION FORM

### Scope of Work

City of Roanoke Redevelopment and Housing Authority (RRHA) is seeking a qualified Contractor to furnish all non-RRHA supplied materials, equipment, and labor needed to make repairs to concrete sidewalks, on-grade slabs, steps, and porches for Lansdowne Park, AMP 201 in accordance with specifications and terms and conditions. Work is located at 2624 Salem Turnpike, NW, Roanoke, VA at Lansdowne Park, AMP 201.

#### **General Information**

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TDD within Virginia 711 outside of Virginia 1-800-828-1120.

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The undersigned offers to conduct the work in accordance with the scope of services as stated by RRHA.

All invoices or other related documents shall clearly indicate RRHA's purchase order number.

Sign and submit Section 3 Business Concern Certification with Quotation. If not applicable write N/A on certification form and sign.

Sign and submit Self Certification for Small, Minority, and Women Owned Business Concern.

### **Provide Line Item Pricing:**

Offerors shall submit a unit cost for each line item indicated, and shall calculate and submit an extension total amount for each line item. Total amount for each line item shall be included in Total Quotation Amount. In the event of a discrepancy between unit cost and extension total amount for line item, the unit cost submitted shall be considered the basis for establishing the extension total cost amount for the line item. Quantities for unit costs are provided for Quotation purposes only. Unit cost shall be used as the basis for add/deduct from Purchase Order Amount once final quantities for unit cost work items have been determined. Unit Costs shall include all materials, labor, equipment costs, demolition costs, disposal costs, profit, and overhead costs required to perform the work.

Demolition, Disposal, and Cleanup) As	Specified: 2,600 Square Feet At \$	Per Square Foot =
\$(Total To Be In	cluded In Total Quotation Amount Below	.)
Line Item #2: Total Cost For Furnishing	and Applying Penetrating Sealer To N	ew Concrete Sidewalks As Specified:
2,600 Square Feet At \$	Per Square Foot = \$	(Total To Be Included In
Total Quotation Amount Below.)		
Line Item #3: Total Cost For Installation	on of Concrete Stairs With Cheek Wall	s, As Specified: 90 Linear Feet Stair
Nose At \$	Per Linear Foot = \$	(Total To Be Included In
Total Base Bid Amount Below.)		
Line Item #4: Total Cost For Installation	n of 2-Pipe Handrail, Including Painting	, As Specified: 72 Linear Feet 2-Pipe
Handrail At \$	Linear Foot = \$	(Total To Be Included In Total
Base Bid Amount Below.)		
Line Item #5: Total Cost For All Other W	ork Items For Repairing Sidewalks, On	-Grade Slabs, Steps, and Porches for
Lansdowne Park As Specified: \$	(Total To B	e Included In Total Quotation Amount
Below.)		
Total Cost for Repairing Sidewalks, On	-Grade Slabs, Steps, and Porches for L	ansdowne Park As Specified (Sum of
Line Items #1, #2, #3, #4, and #5 Above	e): \$	
l acknowledge the receipt and inclusio	n of Addendums	in above quotation amount.
Signature:		

Payment terms	_ (minimum 15 days)	Quotation effective for	days (Minimum 30 days).		
First date available for work		No. of calendar days for co	o. of calendar days for completion		
•		• •	g time, on Wednesday, August 31, 2016 e, NW, Roanoke, VA 24017.		
Attention:	Joel Sha	nk, Vice President of Operati	ons		
Facsimile Number:	(540) 983	(540) 983-9229			
Email:	jshank@ı	jshank@rkehousing.org			
Delivery Address:	2624 Sal	2624 Salem Turnpike, NW, Roanoke, VA 24017			
Date		Firm			
Signed by		Address			
Title					
Telephone No		Fax. No			
State Contractor's License N	o. (If applicable)	Expir	ation date		
Federal Employer Identificati	on Number:				



## SELF CERTIFICATION FOR SMALL, MINORITY AND WOMEN OWNED BUSINESS CONCERN

Executive Order 12421 dated July 14, 1983, directs the Minority Business Development Plans shall be developed by each Federal Agency and that these annual plans shall establish minority business development objectives. The information is used by HUD to monitor and evaluate MBE activities against the total program activity and the designated minority business enterprise (MBE) goals. The Department requires the information to provide guidance and oversight for programs for the development of minority business enterprise concerning Minority Business Development. If the information is not collected HUD would not be able to establish meaningful MBE goals nor evaluate MBE performance against these goals. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

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The Ven	dor represents and certifies that it:	
it is indep	pendently owned; not dominant in it fiel	ness Concern. "Small Business Concern" as used in this provision, means that d of operations; and not an affiliate or subsidiary of a business dominant in it ess under the criteria and size standards in 13 CFR 121.
	is, is not a Women-oversion, means a business that is at least fit control and operate the business.	wned Business Enterprise. "Women-owned Business Enterprise", as used in fty-one percent (51%) owned by a woman or women who are U.S. citizens and
means a b in the cas group me	ousiness in which is at least fifty-one pe e of publicly owned business, at least fi	Business Enterprise. "Minority Business Enterprise", as used in this provisions, recent (51%) owned or controlled by one (1) or more minority group members or, fty-one percent (51%) of it voting stock is owned by one (1) or more minority ly operations are controlled by one (1) or more such individuals. For the purpose :
	CHECK APPLICABLE BOX:	
	Black Americans	Asian Pacific Americans
	Hispanic Americans	Asian Indian Americans
	Native Americans	Hasidic Jewish Americans
	is NOT a Small, Minority, or Wome	n-owned Business Concern business
		ition for perjury that the certifications and statements made herein and any accurate to the best of my knowledge.
Compan	y Name	
Name an	d title (Printed)	Date

Signature of Business Owner or Authorized Representative



#### SELF CERTIFICATION FOR BUSINESS CONCERNS CLAIMING SECTION 3 PREFERENCE

PLEASE PROVIDE THE FOLLOWING INFORMATION. Please see section entitled "Information regarding Section 3" for definitions and further information.

SPECIAL NOTE: If any information is not provided, as required in connection with Section 3 Business Self-Certification or if the document is not SIGNED AND NOTARIZED, the document will be deemed to be incomplete and you will not be eligible for the Section 3 preference. the undersigned being duly sworn, on oath, represent, warrant and certify, under penalty of law, as follows: Company Name: Please select "Yes" or "No". If you answer "YES" to one or more of the following questions, you may designate your company as a Section 3 business concern. A. 51% or more of the Company is owned by Section 3 residents: YES \_\_\_\_\_ NO B. 30% or more of the Company's permanent full-time employees are Section 3 residents, or were Section 3 residents within three years of the date of first employment with the Company: \_\_\_\_\_YES\* \_\_\_\_NO \*If the answer to question B above was "YES", please answer the following: total number of permanent full time employees: total number of Section 3 employees: percentage of permanent full time employees who are Section 3 employees: C. The Company can provide evidence, as may be required by RRHA\*, of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to qualified Section 3 business concerns: \_\_\_\_\_YES \_\_\_\_\_NO \*Note: If you certify above that your business is a Section 3 business concern, RRHA may request additional documentation and information in support of your Section 3 business concern qualification. I declare and affirm under penalty of prosecution for perjury that the certifications and statements made herein and any information furnished herewith are true and accurate to the best of my knowledge. I understand that falsifying information and incomplete statements or documentation will be cause to disqualify this certification and that falsification of information or noncompliance with HUD regulations regarding Section 3 may result in contract termination, debarment or suspension from future HUD assisted contracts and/or potential legal actions and/or claims for indemnification for any losses suffered by RRHA as a result of its reliance on the information furnished by your Company. Signature of Business Owner or Authorized Representative Date Name and Title (Printed) State of County/City of Subscribed and sworn before me this \_\_\_\_\_day of \_\_\_\_\_ Notary Public\_\_\_\_\_ Date:\_\_\_\_\_

My Commission Expires:

Page 1 of 5

REPAIRS TO SIDEWALLS,

ON-GRADE SLABS, STEPS

PORCHES FOR LANSDOWNE

TANK, AMP 201

General Decision Number: VA160133 01/08/2016 VA133

Superseded General Decision Number: VA20150133

State: Virginia

Construction Type: Highway

Counties: Botetourt, Roanoke and Roanoke\* Counties in Virginia.

#### \*INDEPENDENT CITY

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/08/2016

SUVA2013-008 09/20/2013

	Rates	Fringes
ASBESTOS WORKER\$	11.00	
CARPENTER (STRUCTURE)\$	14.94	
CEMENT MASON/CONCRETE FINISHER\$	16.99	
FORM SETTER\$	13.05	
IRONWORKER, REINFORCING\$	19.42	
LABORER Asphalt Raker\$ Construction Worker I	14.75	
(Skilled Laborer)\$ Construction Worker II	13.27	
(Laborer)\$ Fence Erector\$ Flagger\$	8.50 7.25	
Grade Checker\$	9.79	

Guardrail Erector\$ Landscape Worker\$ Pipelayer\$ Power Tool Operator\$ Sign Erector\$	10.44 13.14 12.32
PAINTER\$	30.00
POWER EQUIPMENT OPERATOR:  Asphalt Distributor\$  Asphalt Paver\$  Backhoe\$  Bulldozer (Utility)\$  Bulldozer\$  Concrete Finish Machine  Screed Operator (Bridge)\$  Concrete Paving Machine  Operator\$  Concrete Pump Operator\$	14.89 11.00 15.93 15.20 13.16 15.00 19.16
Concrete Saw Operator\$ Crane, Derrick, Dragline (1cm & under)\$ Crane, Derrick, Dragline	17.00
(over 1 cm)\$  Drill Operator\$  Excavator (Gradall)\$  Front End Loader (2 cm & under)\$	27.85 16.06
Front End Loader (over 2 cm)\$ Hydro Seeder\$ Mechanic\$ Motor Grader (Fine & Rough).\$ Oiler, Greaser\$ Pavement Marking Operator\$ Pavement Marking Truck	15.00 16.48 16.38 13.75
Operator\$ Pavement Planing Groundman.\$ Pavement Planing Operator\$ Pile Driver Operator\$ Pile Driver, Leadsman\$ Roller (Finish)\$ Roller (Rough)\$ Scraper Pan\$ Shot Blast Machine Operator.\$	15.00 12.17 11.25 29.95 12.89 12.86 11.50
Shovel Operator (2 yds and under)\$  Shovel Operator (over 2 yds)\$  Slip-Form Paver Operator\$  Slurry Seal Paver Machine	16.00
Operator	10.00 14.25 11.02 32.50 13.39 11.51

TRAFFIC SIGNALIZATION:
Traffic Signal Installation.....\$ 12.00

#### TRUCK DRIVER

Fuel & Lubricant Service
Truck Driver...........\$ 11.25
Transit Mix Truck Driver....\$ 15.00
Truck Driver (Multi-Rear
Axle)...........\$ 15.57
Truck Driver (Single Rear
Axle)...........\$ 13.82
Truck Driver (Tandem Rear
Axle)...........\$ 19.80
Truck Driver, Heavy Duty
(7 c.y. & under).......\$ 13.77
Truck Driver, Heavy Duty
(over 7 c.y.).........\$ 13.88

WELDER....\$ 14.84

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

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

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

## **INFORMATION REGARDING SECTION 3**

#### 1. WHAT IS SECTION 3?

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1994, requires 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-income 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-income and very low-income persons. 24 CFR Part 135 establishes the standards and procedures to be followed by the Roanoke Redevelopment & Housing Authority in order to ensure that the requirements of Section 3 are met.

#### 2. WHAT GOALS HAS RRHA ESTABLISHED?

In order to comply with the provisions of 24 CFR Section 135, RRHA has established the following Employment and Training goals:

- RRHA has established a goal that all contractors and subcontractors hire qualifying Section 3 residents for at least 30% of new hires in a calendar year and/or for at least 30% of hires for new positions created as a result of contracts with RRHA.
- 2) RRHA has established a goal that, to the greatest extent feasible, at least 10% of the total dollar amount for building trades work for maintenance, repair, modernization or development of public housing shall be awarded to qualifying Section 3 business concerns.
- 3) RRHA has established a goal that, to the greatest extent feasible, at least 3% of the total dollar amount of all other Section 3 contracts be awarded to qualifying Section 3 business concerns.

#### 3. WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business concern, as defined by HUD -

- 1) that is fifty one percent (51%) or more owned by Section 3 residents; or
- 2) whose permanent, full time employees or permanent, full time equivalent employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3) that provides evidence of a commitment to subcontract in excess of twenty- five percent (25%) of the dollar awards of all subcontracts to be awarded to business concerns that meet the qualifications set forth in items (1) or (2) above.

Note: A business concern seeking to qualify as a Section 3 business concern shall self-certify and be able to submit evidence that the business meets one of the guidelines stated above. [See Question #5 ("How Does A Business Concern Self-Certify That It Qualifies As A Section 3 Business Concern?") and (Section 3 Business Self-Certification).

#### 4. WHO IS A SECTION 3 RESIDENT?

A Section 3 resident is:

- 1) A public housing resident, or
- 2) An individual who lives within the Roanoke Metropolitan Statistical Area/MSA- which includes the City of Roanoke, Roanoke County, City of Salem, Botetourt County, Craig County and Franklin County, Virginia and whose family income (which includes single persons) does not exceed the household income guidelines set for HUD for low-income or very low-income families as noted in the tables below for the areas in which the Section 3 resident resides:

## **REQUEST FOR QUOTE**

MSA - Roanoke City, Roanoke County, City of Salem, Botetourt County, Craig County, VA - FY2016 Income Limits

the MIT POR TRANSPORT	- 24 BOWNIESON	OF WARRINGWING BURN OF FREE SE
1	\$34,550.00	\$21,600.00
		\$4.79°\$
3	\$44,450.00	\$27,800.00
	T 144 44 90 11 11	
5	\$53,300.00	\$33,350.00
	487,246.46	Section as
7	\$61,200.00	\$38,300.00
	Sec. Sc. 1	846, Min. Min.

MSA - Franklin County, VA - FY2016 Income Limits

45 MILLY 43 44	340990949MF	ALEXANDER PROPERTY.
1	\$32,150.00	\$20,100.00
	4.003404	52, 300 6
3	\$41,350.00	\$25,850.00
<b>1</b>	\$45.00 (A.5)	Sealer to
5	\$49,600.00	\$31,000.00
	7 4 1 2 4 6 M	5/22/2006/03/
7	\$56,950.00	\$35,600.00
	500 F 100	¥1.7 (a (0,00)

# 5. HOW DOES A BUSINESS CONCERN SELF-CERTIFY THAT IT QUALIFIES AS A SECTION 3 BUSINESS CONCERN?

If your business concern meets the requirements necessary to qualify as a Section 3 business concern, complete and sign the Section 3 business Self-Certification. This form must be returned with your quote package if you intend for your company to claim the Section 3 preference.

If any information is not provided, as required in connection with Section 3 Business Self-Certification or if the document is not SIGNED AND NOTARIZED, the document will be deemed to be incomplete and you will not be eligible for the Section 3 preference.

#### SPECIAL NOTE:

Your company must self-certify that it qualifies as a Section 3 business concern by submitting a Section 3 Business Self-Certification for each procurement for which it claims such preference.

In the event that your company is awarded the quote as a Section 3 business concern, you may be required to provide additional information as required by RRHA to verify that your business does qualify as a Section 3 business.

If you have any questions about the Section 3 program or process or if you would like to receive worksheets to help you determine if your company qualifies as a Section 3 business concern, please contact the RRHA at 540-983-9276. You can also find out more information about the Section 3 program on the HUD website - www.hud.gov/section3.

## **REQUEST FOR QUOTE**

#### 6. SECTION 3 PREFERENCE FOR PROCUREMENT BY:

Section 3 procurement procedures provide a preference for Section 3 business concerns in procurement.

This preference in the award of Section 3 covered contracts that are awarded under a quote process may be provided as follows:

1) Quotes shall be solicited from all businesses (Section 3 business concerns and non-Section 3 business concerns).

An award shall be made to the qualified responsible Section 3 business concern with the lowest responsive quote if that quote:

- A. Is within the maximum total contract price established in RRHA's budget for the project for which quotes are being taken, and
- B. Is not more than "X" higher than the total quote price of the lowest responsive quote from any responsible bidder. "X" is determined as follows:

· · · · · · · · · · · · · · · · · · ·
ark of his his or the file.
8% of that bid, or \$21,000.
Mark Company of Section
6% of that bid, or \$25,000.
396-46 (E. + Sab., or 45 (C. 19)6.
4% of that bid, or \$60,000.
on Million Car. S. Ward Link
2% of that bid, or \$105,000.
to both of the naveral surgerials we list

Note: If no responsive quote by a Section 3 business concern meets the Section 3 requirements, the contract shall be awarded to the lowest responsible and responsive bidder whose quote meets the requirements of the Request for Quote.

## General Contract Conditions for Small Construction/Development Contracts

Applicability. The following contract clauses are applicable and must be inserted into <u>small construction/development contracts</u>, greater than \$2,000 but not more than \$100,000.

#### 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.

# U.S. Department of Housing and Urban Development

Office of Public and Indian Housing OMB Approval No. 2577-0157 (exp. 1/31/2017)

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
  - 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 \$25,000 [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 a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
  - (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:
  - 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 IIA 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
- Labor Standards Davis-Bacon and Related Acts
   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. HIJD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been
  - (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 traince) 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.
- (I) 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:
  - 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.

#### SPECIAL TERMS AND CONDITIONS FOR CONSTRUCTION (OVER \$10K)

- 1. This purchase order expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions. Changes, additions, or modifications hereto must be in writing and signed by the Contracting Administrator
- 2. **INVOICES** Shall be rendered in duplicate, shall show purchase order number or purchase order and purchase order number and contain full descriptive information on materials. All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein. Invoices will not be processed for payment until all items invoiced are received.
- 3. COMPLIANCE WITH APPLICABLE LAWS This purchase order shall be construed according to the laws of the State of Virginia. The Vendor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items and / or services rendered under this purchase order, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.
- 4. NON-DISCRIMINATION IN EMPLOYMENT In connection with the furnishing of supplies or performance of work under this purchase order, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 5. **CONFLICT OF INTEREST** The Contractor certifies by acceptance of this contract that no related official intimidated, coerced, persuaded or otherwise influenced the procurement of these services either directly or indirectly in connection with the this contract/purchase order or the proceeds thereof.
  - The term "related official" means any, 1) member, officer or employee of the Housing Authority, 2) member of the governing body of the locality in which the Housing Authority was activated, 3) member of the governing body of the locality in which the project is situated, and 4) other public official of such locality (ies) who exercises any functions or responsibilities with respect to the project.
- DRUG-FREE WORKPLACE During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every sub purchase order or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 7. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Contract, the Contractor agrees as follows:
  - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap or national origin.
  - (c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Purchase order so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

- (e) The Contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the Contractor's noncompliance with the compliance clauses of this Purchase order or with any of such rules, regulations or orders, this Purchase order may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of Paragraphs (a) through (g) in every sub contract or contracts of over \$10,000 unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any sub contracts or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 8. IMMIGRATION REFORM AND CONTROL ACT OF 1986 By entering this Contract, the Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act 0f 1986, which prohibits employment of illegal aliens.

Execution of this Contract also serves as certification that the Contractor is complying with Executive Order 12989, requiring Contractors to use the U.S. Citizenship and Immigration Services E-Verify system for new hires during the contract period, regardless of whether the new employees are assigned to the contract, and existing employees who work on a new federal contract. E-Verify is an electronic employment eligibility verification system. This requirement is for all prime federal contracts with a period of performance longer than 120 days and a value above \$100,000. This also covers subcontractors if a prime contract includes an E-verify requirement clause and the subcontract includes services, or is for construction, and the subcontract has a value of over \$3,000.

INDEMNIFICATION CLAUSE E-VERIFY - Contractor expressly agrees to indemnify and hold harmless RRHA, its directors, officers, and employees from all losses, costs, damages and/or expenses with respect to all demands, claims, suits, and/or judgments for non-compliance of Executive Order 12989 E-Verify requirements. Including but not limited to any other cause of action arising by reason of any act, omission or negligence, either by Contractor or by Subcontractors or the employees or agents of either of them. Contractor further agrees to defend RRHA, to reimburse RRHA for any reasonable cost and expense, including attorney's fees, which RRHA may incur or be put to for the defense from any such claim.

9. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS - PHA, 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 purchase order for the purpose of making audit, examination, excerpts, and transcriptions.

#### PERSONNEL –

- A. The Service Provider represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with RRHA.
- B. All the services required hereunder will be performed by the Service Provider or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such service.
- C. No person who is serving sentence in a penal or correctional institution shall be employed to work under this Contract except upon written approval from RRHA.

- 11. **FINDINGS CONFIDENTIAL** All of the reports, information, data, etc. prepared or assembled by the Service Provider under this Purchase order are confidential and the Service Provider agrees that they shall not be made available to any individual or organization without the prior written approval of RRHA.
- 12. **REPORTS AND INFORMATION** The Service Provider, at such times and in such forms as RRHA may require, shall furnish RRHA such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

### 13. SECTION 3 CLAUSE

- 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, vailability 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.

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.

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.

- D. 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.
- E. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 14. **PROTESTS** Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contract receives notice of the contract award, or the protest will not be considered.

Protests should include, at a minimum, the following information:

- A. Name, address, and phone number(s) of the protestor.
- B. Solicitation number and project title.
- C. A detailed statement of the basis for the protest.
- D. Supporting evidence of documents to substantiate any arguments.
- E. The form of relief requested (e.g. reconsideration of their offer)

- 15. **TIE BID, QUOTES OR PROPOSALS** Tie bids, quotes or proposals are defined as instances of identical total pricing from responsive/responsible vendors that meet all requirements as set forth in the bid, quote or proposal documents. Instances of a tie will be resolved by a drawing. The drawing will be announced in advance giving all "tie" vendors an opportunity to attend. The drawing will be conducted in the presence of three (3) individuals who will attest to the results.
- 16. CHEMICALS Complete sets of Material Safety Data Sheets for all chemicals used or stored at the worksite shall be furnished prior to chemical usage on RRHA property, to be held by 1) the Service Provider's employee(s) performing the work, and 2) the Maintenance staff responsible for the worksite.
- 17. **ADDITIONAL INSURANCE REQUIREMENTS** The Contractor shall comply with the insurance requirements set forth in the General Conditions for Construction Contracts as well with the requirements set forth below:
  - A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverage's to RRHA, and such proof has been approved by RRHA. The Contractor confirms to RRHA that all subcontractors have provided Contractor with such proof of insurance, or will do so prior to commencing any work under this Contract.
  - B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverage's required by the General Conditions. The RRHA and its officers, employees, agents, assigns, and volunteers shall be added as additional insured to the general liability and automobile coverage's of any such policies and such insurance coverage's shall be primary and noncontributory to any insurance and/or self-insurance such additional insured's may have. The Contractor shall immediately notify in writing RRHA of any changes, modifications, and/or termination of any insurance coverage's and/or policies required by this Contract. The Contractor shall provide to RRHA, along with the signed Contract, a binder or insurance endorsement which includes in the description of operations section one of the two paragraphs below:
    - (1) RRHA and its officers, employees, and agents are additional insured's as coverage under this policy includes ISO endorsement DG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract.
    - (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to RRHA and its officers, employees, and agents, naming them as an additional insured under the general liability coverage. A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work of other performance by Contractor and any subcontractors under this Contract.
  - C. Contractor shall furnish RRHA with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
    - Contracts of \$100,000 or less must carry a minimum Commercial General Liability coverage of \$300,000 per occurrence, Commonwealth of Virginia state minimum of \$25,000 per occurrence Automobile Liability and Workers' Compensation according to Commonwealth of Virginia statutory requirements. Workers' Compensation coverage is required if you have three (3) or more employees, including the employer.
    - Contracts of \$100,001 or more must carry a minimum Commercial General Liability coverage of \$1,000,000 per occurrence, comprehensive Automobile Liability coverage on owned and non-owned motor vehicles, used in connection with this contract, at a combined single limit for bodily injury and property damage of no less than \$500,000 per occurrence and Workers' Compensation according to Commonwealth of Virginia statutory requirements. Workers Compensation coverage is required if you have three (3) or more employees including the employer.
  - D. Insurance coverage shall be in a form and with an insurance company approved by RRHA, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia by the Virginia State Corporation Commission.

- E. The Contractor's insurance policies and/or coverage's shall not contain any exclusions for the Contractor's subcontractors.
- F. The continued maintenance of the insurance policies and coverage's required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverage's without approved replacement policies and/or coverage's being obtained shall be grounds for termination of the Contractor for default.
- G. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. RRHA does not in any way represent that the coverage or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in the event that RRHA or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for RRHA to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.
- 18. WORKPLACE VIOLENCE RRHA is committed to maintaining an environment that is free from prohibitive behavior of a violent or threatening nature, either implied or direct. RRHA considers violent acts and threatening behavior to be a major infraction of its contract Terms and Conditions. As such, any contractor or subcontractor who exhibits such behavior shall be subject to termination of its contract with RRHA and may be subject to criminal prosecution.

Regardless of whether a contractor or subcontractor possesses a concealed weapons permit or is allowed by law to possess a weapon, contractors and subcontractors are prohibited from carrying a weapon while in the course and scope of performing their assigned duties, whether they are on RRHA property at the time or not.

RRHA property includes all land, property, buildings and other structures controlled by the agency, vehicles owned or leased by RRHA, or including anywhere that RRHA business is conducted, such as community events, resident's homes, trade shows, restaurants, and agency event venues.

Workplace violence may include, but is not limited to, the following list of prohibited behaviors

- Direct threats or physical intimidation
- Implications or suggestions of violence
- Stalking
- Possession of weapons of any kind on RRHA property while in the course and scope of performing assigned duties
- Assault of any form
- Physical restraint, confinement
- Dangerous or threatening horseplay
- Loud, disruptive or angry behavior or language
- Blatant or intentional disregard for the safety or well-being of others
- Commission of a violent felony or misdemeanor on RRHA property
- Any other act that a reasonable person would perceive as constituting a threat of violence
- Blatant or intentional disregard of RRHA property or property that belonging to RRHA employees, residents, visitors, etc.
- 19. WARRANTY The contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The contractor further warrants that all workmanship shall be of the highest quality and in accordance with contract documents and shall be performed by persons qualified at their respective trades.

Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, installation or workmanship for one (1) year from the date of final acceptance of the entire project. Replaced or repaired items require one (1) full additional year warranty. For more complex equipment or systems (boilers, air conditioning units, windows, etc.), RRHA requires a full two (2) year warranty. The contractor is fully responsible to correct any and all deficiencies reported within the warranty period. If the contractor fails or refuses to replace or correct the deficiency in a timely manner, RRHA may have the materials/work corrected or replaced with similar items and charge the contractor for all related costs.

20. **LICENSE** – Contractor shall be authorized to do business within the Commonwealth of Virginia. Any construction contracts will require that the contractor/vendor have or obtain a current "Class" license through the Virginia Department of Professional and Occupational Regulations.

### 21. INSPECTION AND ACCEPTANCE OF CONSTRUCTION

- (a) Definitions. As used in this clause
  - (1) Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
  - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements
  - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not:
  - (1) relieve the Contractor of responsibility for providing adequate quality control measures;
  - (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance;
  - (3) constitute or imply acceptance; or,
  - (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may
  - (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or
  - (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment

- to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

# Specifications for Repairs for Sidewalks, On-Grade Slabs, Concrete Steps, and Porches for Lansdowne Park, AMP 201

## General Specifications:

- 1. Sidewalk repairs shall be completed within 30 calendar days from date of Notice To Proceed with the work.
- 2. Contractor shall be responsible for contacting "Miss Utility" to locate underground utilities. RRHA owns underground electrical, gas, and water utilities for Lansdowne Park. Contractor shall contact RRHA 72 hours in advance to have RRHA-owned utilities located.
- 3. Contractor shall be responsible for the protection of existing curbs, sidewalks, utilities, yards, site lighting, fences, etc. from vehicle or equipment damage. Contractor shall be responsible for cost of repairs required due to vehicle or equipment damage to RRHA property.
- 4. Contractor shall provide RRHA with a copy of all concrete delivery tickets prior to invoicing for concrete work.
- 5. Contractor shall be responsible for field verifying site conditions, dimensions, and layout of sections of sidewalk specified to be replaced.
- 6. Contractor shall be responsible for obtaining, scheduling, and cost for specified concrete testing services.
- 7. A non-mandatory site visit shall be conducted on Tuesday, August 23, 2016 at 1:30 p.m., local prevailing time, beginning at the main front entrance at RRHA Central Administration Building, 2624 Salem Turnpike, NW, Roanoke. It is highly recommended that offerors attend site visit to view scope of work and worksite conditions.
- 8. Comments on specifications or other provisions in this Request For Quotation may be submitted in writing to Joel Shank, faxed to (540) 983-9229, or email <a href="mailto:jshank@rkehousing.org">jshank@rkehousing.org</a> at RRHA Capital Improvements office located at Lansdowne Park, 2624 Salem Turnpike, NW, Roanoke, VA, 24017, before 1:00 p.m., local prevailing time, Wednesday, August 24, 2016.
- 9. Quotations are due by 4:00 p.m., local prevailing time, Wednesday, August 31, 2016 at central office of Roanoke Redevelopment and Housing Authority, 2624 Salem Turnpike, NW, Roanoke, VA 24017 to the attention of Joel Shank, Vice President of Operations. Quotations can be mailed or hand delivered. Quotations can be faxed to (540) 983-9229 or emailed to jshank@rkehousing.org

#### Materials:

- 1. All concrete used on project shall be fiber reinforced with minimum 28-day compression strength of 4,000 PSI. Add air-entraining admixture to concrete at the manufacturer's prescribed rate to result in concrete at the point of placement having an air content of 6.0 percent within a tolerance of plus 1.0 or minus 1.5 percent. Do not use admixtures containing calcium chloride. Provide submittal to RRHA for concrete design mix for the project.
- 2. Contractor shall furnish and apply penetrating siloxane sealer to all new sections of sidewalk. Sealer shall be applied according to manufacturer's instructions. Penetrating sealer shall be capable of being used on old and new concrete, shall have low VOC content, penetrating sealer shall be Euclid Chemical Co. Euco-Guard 350 or approved equivalent. Provide submittal for penetrating sealer to RRHA for approval.
- 3. Furnish and install ½" thick asphalt impregnated or ½" thick polyethylene foam expansion joint material between existing curbs and new sections of sidewalk, where new sections of sidewalk will meet City sidewalks, meet runs of sidewalk perpendicular to section of sidewalk being replaced, where sidewalk will meet steps, or where entire length of a "run" of sidewalk to be replaced will exceed 25'. Install expansion joint material where on-grade slabs meet exterior walls of buildings or existing porch foundations. Expansion joint material shall extend from within ¼" of top of sidewalk or slabs to the bottom of sidewalks or slabs. Seal expansion joint material with one-component, self-leveling, high-performance, non-priming, gun-grade, elastomeric polyurethane sealant. Sonneborn NP-1, Sikaflex 411/412 Sealant by SIKA Chemical Corp., or equivalent. Provide submittal to RRHA for approval.
- 4. Aggregate base material underneath concrete sidewalks, on-grade slabs, or porch slabs shall be clean crushed stone, # 57 or # 78. Crushed stone shall be placed at a minimum depth of 4".

## Testing:

- 1. Slump tests shall be taken and documented for each load of concrete delivered to the site. Slump at point of placement for sidewalks shall be no more than 3.5 inches.
- 2. Concrete for sidewalks shall be proportioned by either Method 1 or Method 2 of ACI 301 to produce a 28-day compressive strength of 4,000 PSI for exterior concrete exposed to weather. Testing shall be performed and documented by independent testing firm. Provide three (3) sets of test cylinders for the work, the first taken at the beginning of the work, the second taken near the middle of the work, and the third taken near the completion of the work. Provide RRHA with

copy of engineering report. Concrete that fails to meet 4,000 PSI compressive strength shall be replaced at no additional cost to RRHA.

## Sidewalk Repairs:

- 1. Saw cut concrete sidewalks or on-grade slabs at existing adjacent control joints for sections of sidewalk or slabs to be replaced prior to demolition and removal of sections. Saw cuts shall follow the line of the existing control joints. Demolition debris shall be removed from the site at the end of each work day.
- 2. Forms for replacement work shall be installed to match line or curvature of existing sidewalks, on-grade slabs, or porches, set true to grade and meeting specified dimensions, and braced adequately to prevent "bulging" or displacement when placing and finishing concrete. Forms shall remain in place minimum of 24 hours after finishing concrete.
- 3. Where crushed stone base is found to be missing, provide 4" deep base of crushed stone underneath sidewalks, on-grade slabs, or porch slabs. Excavate earth as necessary to install crushed stone base to proper depth. All areas where sidewalks or on-grade slabs are to be replaced shall be compacted. Compact any loose, disturbed earth that will be subject to settling in excavated areas prior to placing crushed stone. Contractor shall remove all excess earth from site.
- 4. Concrete shall be minimum of 4" thick for sidewalks. "Turn down" or thicken the depth of the edge of sidewalks where the possibility of earth erosion will expose the crushed stone base materials. Width of thickened edge of sidewalks shall be minimum 6".
- 5. Concrete shall be minimum of 4" thick for on-grade slabs. "Turn down" or thicken the depth of the edges of on-grade slabs to 6" below elevation of surround earth. Width of thickened edge for on-grade slabs shall be minimum 8".
- 6. Concrete stairs shall have 8" thick cheekwalls on both sides of stairs. Treads for new stairs shall slope 1/8" to 1' toward nose of steps. Install treads and risers equidistant within a set of steps. Riser height shall be between 4" and 7". Tread width shall be between 11 − ½" and 13". Top of cheekwall shall be installed parallel and in line with nose of steps. Provide steel reinforcement as shown on attached detail drawings for stair construction. Install 2-pipe handrails on both sides of stairs at cheekwalls unless specified differently. See Sections 05520 and 09900 for fabrication and painting of pipe handrails. See detail drawings for installation of pipe handrails.
- 7. Slabs for porches shall be minimum of 4" thick and shall overhang porch foundation walls by 1-1/2". The foundation for porches to be replaced shall be removed to below elevation of surrounding earth. New porch foundation walls shall be minimum 8" thick and shall be formed and installed directly over existing

porch foundation walls. After forms have been removed, fill any voids present and rub entire exposed surfaces of foundation walls to provide a smooth uniform appearance. Dowel new foundation walls into building foundation walls at two (2) locations with #5 reinforcing steel. Elevation of replacement porch slabs shall match elevation of existing porch slabs. New porch slabs shall slope away from building exterior wall at 1/8" per 1' width.

- 8. Concrete shall not be placed until air temperatures are greater than 40 degrees F and rising. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures, and windy conditions. Provide thermal protection for newly finished concrete when temperatures are expected to be below freezing. Thermal protection shall be secured and remain in place minimum of 72 hours after concrete has received final finish.
- 9. Install "control joints" in sidewalks. For sections of sidewalk that are replaced the distance between control joints shall match existing unless length of existing section of sidewalk exceeds 5'. Where the length exceeds 5' for a section of existing sidewalk install a control joint in the new section of sidewalk. Control joints shall be installed equidistant in a "run" of sidewalk. Control joints shall be installed perpendicular to direction of sidewalk foot traffic.
- 10. Apply a "radiused" edge along all sides of sidewalks.
- 11. Contractor shall take measures while placing concrete to prevent "honeycomb" on exposed edges of sidewalks, on-grade slabs, porch slabs and foundations. Patch any honeycomb that remains after forms have been removed. Patches shall be rubbed smooth with surrounding surfaces.
- 12. Provide light broom finish to top surfaces of sidewalks, on-grade slabs, step treads, and porch slabs. Concrete shall be "broomed" perpendicular to main direction of foot traffic on sidewalks. Contractor is to make sure that concrete has been floated, troweled, and set sufficiently to prevent disturbing aggregate when light broom finish is applied to surface of sidewalk and stairs.
- 13. Forms shall remain in place for minimum of 24 hours after finishing concrete.
- 14. Contractor shall be responsible for providing protection measures for newly finished concrete until it has set sufficiently to be resistant to vandalism.
- 15. Provide protection for adjacent surfaces to protect against concrete splatters and drips. Immediately clean all concrete splatters from brick veneer, siding, doors, adjacent concrete surfaces, etc.
- 16. Contractor shall completely clean up all form materials, excess concrete, nails, etc. from sidewalk replacement work. RRHA and City trash receptacles shall not be used for disposal of debris created by work.

- 17. Contractor shall repair all lawn areas disturbed by sidewalk replacement work. Provide topsoil needed to backfill against new sections of sidewalk. Apply grass seed and straw mulch to all disturbed areas.
- 18. Replace sections of sidewalks, on-grade slabs, porch slabs, and steps as shown on drawing. Provide unit costs on requested on quotation form for various aspects of the work.

## Locations of Repairs:

- 1. Rear of 2721 Glengary Ave. 4 sections of sidewalk approx. 16' x 4'.
- 2. Rear of 2725 Glengary Ave. 3 sections of sidewalk approx. 12' x 4'.
- 3. Rear of 2739 Glengary Ave. 6 sections of sidewalk approx. 16' x 4' and 8' x 4'.
- 4. Front of 619 and 621 30<sup>th</sup> St. 1 section of sidewalk approx. 3' x 3'.
- 5. Front of 609 and 611 30<sup>th</sup> St. replace steps to porch four (4) risers and 8' wide, install pipe handrails at both ends of steps, replace 8' x 4' on-grade slab at bottom of steps to porch, replace steps near City sidewalk four (4) risers and 4' wide, install cheek walls and pipe handrails on both sides of steps. replace all sidewalk between City sidewalk and porch steps approx. 20' x 4'.
- 6. Rear of 621 30<sup>th</sup> St. replace 8' x 4' slab.
- 7. Front corner of 2916 Glengary Ave. replace six (6) sections of sidewalk starting at City sidewalk approx. 24' x 4'.
- 8. Rear corner of 2916 Glengary Ave. replace five (5) sections of sidewalk approx. 16' x 4'.
- 9. Rear of 2916 Glengary Ave. replace two (2) sections of sidewalk approx. 4' x 3' and approx. 3' x 3'.
- 10. Rear of 2910 Glengary Ave. replace one (1) section of sidewalk approx. 3' x 3'.
- 11. Rear of 612 and 614 Keats St. replace one (1) section of sidewalk approx. 5' x 4'.
- 12. Rear of 610 Keats St. replace one (1) section of sidewalk approx. 4' x 4'.
- 13. Rear corner of 2905 Centre Ave. replace one (1) section of sidewalk approx. 8' x 3'.

- 14. Front 2915 2917 Centre Ave replace 8' x 4' slab at porch step and replace one (1) section of sidewalk between City sidewalk and bottom of steps approx. 6' x 4'.
- 15. Front of 2919 2921 Centre Ave. replace 8' x 4' slab at porch step and replace one (1) section of sidewalk between City sidewalk and bottom of steps approx. 7' x 4'.
- 16. Front of 611 613 Keats replace front porch slab approx. 8' x 4'.
- 17. Rear of 2737 2739 Centre Ave. replace one section of sidewalk approx. 3' x 5' and replace two (2) sections of sidewalk approx. 8' x 4'.
- 18. Rear of 2732 and 2734 Glengary Ave. replace one section of sidewalk approx. 4' x 4'.
- 19. Rear of 2740 2742 Glengary Ave. replace set of 3' wide steps three (3) risers, add cheekwalls on both sides of steps and pipe handrails on both sides of steps. Replace sidewalk to the first control joint at top and bottom of steps.
- 20. Rear of 609 Lucerne St. replace two (2) sections of sidewalk approx. 8' x 4'.
- 21. Rear of 2719 Centre Ave. replace four (4) sections of sidewalk approx. 8' x 4' and 8' x 4'.
- 22. Rear of 2715 2717 Centre Ave. replace six (6) sections of sidewalk approx. 30' x 3'.
- 23. Front of 2713 Centre Ave. replace two (2) sections of sidewalk at City sidewalk approx. 5' x 4' and 5' x 4'.
- 24. Rear of 2718 Glengary Ave. replace two (2) sections of sidewalk approx. 8' x 4'.
- 25. Front of 612 614 Milton St. replace slab at porch step approx. 8' x 4'.
- 26. Front of 619 Milton St. replace one (1) section of sidewalk at City sidewalk approx. 5' x 4'.
- 27. At end of 619 Milton St. replace one (1) section of sidewalk approx. 4' x 4'.
- 28. Rear of 619 621 Milton St. replace rear porch slab approx. 16' x 4'. Turn down perimeter of new porch slab minimum of 18" below surrounding grade. Turndown shall be minimum of 8" in width. Install one run of #5 reinforcing steel around perimeter of turndown at 4" from bottom. Dowel reinforcing steel to

- building foundation. Excavate earth underneath slab to provide 4" depth of clean crushed stone.
- 29. Rear of 619 Milton replace 12 sections of sidewalk approx. 48' x 4'.
- 30. Rear of 613 615 Milton St. replace two (2) sections of sidewalk approx. 8' x 4'.
- 31. Rear of 611 Milton St. replace rear porch slab approx. 8' x 4'.
- 32. Rear of 609 Milton St. replace seven (7) sections of sidewalk approx. 16' x 4' and 12' x 4'.
- 33. Rear of 2537 2539 Centre Ave. replace sections of on-grade slab– approx. 12' x 8'.
- 34. Rear of 609 611 Naho St. replace sections of on-grade slab– approx. 12' x 5'.
- 35. Rear of 605 607 Naho St. replace sections of on-grade slab– approx. 12' x 8'.
- 36. End of 605 Naho St. replace one (1) section of sidewalk approx. 5' x 4'.
- 37. Front of 2531 Centre Ave. replace one (1) section of sidewalk approx. 5' x 5'.
- 38. Front of 2511 Centre Ave. replace one (1) section of sidewalk approx. 5' x 5'.
- 39. Rear of 2505 Centre Ave. replace section of on-grade slab– approx. 6' x 8'.
- 40. Rear of 2441 2443 Centre Ave. replace rear porch slab approx. 16' x 4'.
- 41. Rear of 2439 Centre Ave. replace sections of on-grade slab– approx. 10' x 8'.
- 42. Front of 2435 Centre Ave. replace one (1) section of sidewalk approx. 5' x 5'.
- 43. Front of 2421 Centre Ave. replace front porch slab approx. 8' x 4'.
- 44. Between 2424 and 2426 Delta Ave. replace one (1) section of sidewalk approx. 3' x 3'.
- 45. Rear of 2444 2446 Delta Ave. replace rear porch slab approx. 8' x 4'.
- 46. Rear of 2458 Delta Ave. replace set of steps 4 'width 4 risers install cheek walls with pipe handrails on both sides of steps replace sections of adjacent sidewalk to first control joint at top and bottom of steps.

- 47. Front of 2506 2508 Delta Ave. replace one (1) section of sidewalk approx. 4' x 4'.
- 48. Front of 2510 2512 Delta Ave. replace one (1) section of sidewalk approx. 4' x 4'.
- 49. Front of 2520 Delta Ave. replace one (1) section of sidewalk adjacent to City sidewalk approx. 6' x 4'.
- 50. End of 2526 Delta Ave. replace one (1) section of sidewalk approx. 5' x 4'.
- 51. Front of 2525 2527 Delta Ave. replace one section of sidewalk approx. 4' x 4'.
- 52. Front of 2505 2507 Delta Ave. replace one (1) section of sidewalk approx. 4' x 4'.
- 53. Between 2457 and 2461 Delta Ave. replace one (1) section of sidewalk approx. 4' x 4'.
- 54. Front of 2451 Delta Ave. replace steps 4' wide 2 risers install cheekwalls on both sides of steps, replace three (3) sections of sidewalk approx. 15' x 4'.
- 55. Between 2447 and 2451 Delta Ave. replace two (2) sections of sidewalk approx. 10' x 4'.
- 56. End of curve for Delta Ave. replace six (6) sections of sidewalk approx. 24' x 4'.
- 57. Front of 2415 Delta Ave. replace two (2) sections of sidewalk approx. 5' x 4' and 5' x 4'.
- 58. Front of 2413 2415 Delta Ave. replace one (1) section of sidewalk approx. 5' x 4'.
- 59. Rear of 2407 2409 Delta Ave. replace steps 3' wide 3 risers install cheekwall with handrail on one (1) side of steps replace one (1) section of sidewalk approx. 8' x 3'.
- 60. Rear of 2405 Delta Ave. install handrail on existing steps 3 risers.
- 61. Rear of 2401 Delta Ave. replace three (3) sections of sidewalk approx. 9' x 3'.
- 62. Rear of 2450 Salem Turnpike replace one (1) section of sidewalk approx. 5' x 3'.