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Procurement Department

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**INVITATION FOR BIDS (IFB)**

**FOR**

**Rehabilitation of Fire Damaged Unit at 1112 Vera Cruz**

**FOR**

**HOUSING AUTHORITY OF THE  
CITY OF SAN ANTONIO, TEXAS  
AND  
AFFILIATED ENTITIES**

**IFB# 2101-909-62-5101**

Prepared by:

Department of Procurement  
Of the  
San Antonio Housing Authority  
818 South Flores Street  
San Antonio, Texas 78204

Interim President & CEO ..... Ed Hinojosa Jr.

## Invitation For Bids For **Rehabilitation of Fire Damaged Unit at 1112 Vera Cruz**

The Housing Authority of the City of San Antonio, Texas and its affiliated entities d/b/a San Antonio Housing Authority ("SAHA") hereby invites qualified independent Contractors to submit bids for the rebuilding of a fire and water damaged unit (1112 Vera Cruz) at the Alazan – Apache Apartment Complex located at 1100 S Brazos San Antonio, TX 78207.

As a part of our social mission and federal mandate, SAHA is committed to providing economic, training and educational opportunities to the low income individuals in the communities we serve. All contractors are required to recruit and hire low income individuals for new positions and provide training & educational opportunities to the greatest extent feasible for these individuals.

The Request for Proposals can be obtained by calling 210-477-6059 or online at

[www.saha.org](http://www.saha.org)

<https://ha.internationalprocurement.com>

<http://www.publicpurchase.com/gems/saha.tx/buyer/public/home>

**Notice:** Contact with members of the SAHA Board of Commissioners, or SAHA officers and employees other than the contact person listed herein, by any prospective Bidder, after publication of the IFB and prior to the execution of a contract with the successful bidder(s) could result in disqualification of your bid. In fairness to all prospective bidder(s) during the IFB process, if SAHA meets in person with anyone representing a potential provider of these services to discuss this IFB other than at the pre-submittal meeting, an addendum will be issued to address all questions so as to insure no Bidder has a competitive advantage over another. This does not exclude meetings required to conduct business not related to the IFB or possible personal presentations after written qualifications have been received and evaluated.

HOUSING AUTHORITY OF THE  
CITY OF SAN ANTONIO, TEXAS

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**IFB INFORMATION AT A GLANCE**

POINT OF CONTACT	Charles Bode Senior Contract Specialist Phone: (210) 477-6703 Fax: (210) 477-6703 Email: <a href="mailto:charles_bode@saha.org">charles_bode@saha.org</a>
DATE ISSUED	February 3, 2021
NON-MANDATORY PRE-SUBMITTAL MEETING	Due to current gathering restrictions a pre-bid will not be held. Please send all questions and inquires to the contact listed above.
LAST DATE FOR QUESTIONS	February 15, 2021 at 3:00 p.m.
SITE VISIT	February 12, 2021 1:00 pm to 4:30 pm PPE rqrd.
BID DUE DATE	February 25, 2021 at 2:00 p.m. SAHA Procurement Dept. 818 S. Flores, San Antonio, TX 78204
ANTICIPATED APPROVAL BY THE BOARD	April/May 2021
SUBMITAL REQUIREMENTS	Submit 1 (one) hard-copy Original signature document marked "ORIGINAL" and 1 (one) exact copy marked "COPY" and an electronic copy on a USB drive in a sealed envelope or container.

## INTRODUCTION

Founded in 1937, the San Antonio Housing Authority (SAHA) has committed more than 80 years to building and maintaining affordable housing for the residents of San Antonio.

SAHA is one of 39 public housing authorities throughout the nation with the Moving-to-Work (MTW) designation, which provides agencies with the flexibility to design and test innovative approaches to enhance the agency's programs.

SAHA provides housing assistance to more than 65,000 children, adults and seniors through its Public Housing, Housing Choice Voucher and Mixed-Income housing programs. As a compassionate agency, we understand safe and quality affordable housing is the foundation to success, and we have the privilege of managing nearly 70 public housing communities, 46 mixed-income apartment complexes, known as Beacon Communities, and administering nearly 14,000 rental vouchers throughout San Antonio.

SAHA is one of the largest housing authorities in the state of Texas and has an existing team of experienced staff and consultants assembled to facilitate the redevelopment of its properties. SAHA is committed to **creating dynamic communities where people thrive** and spurs economic growth through the awarding of local contractors with housing development projects, obtaining real estate and administering rental subsidies with private property owners.

SAHA is managed by a President and CEO with an innovative executive team and with the guidance of seven Board of Commissioners appointed by the Mayor of San Antonio. The SAHA Board of Commissioners, upon the advice of the President and CEO, approves all major policy and contractual decisions. The President and CEO is then charged with implementing these actions.

SAHA is a unit of government and its functions are essential governmental functions. The property of SAHA is used for essential public and governmental purposes and is exempt from all taxes, including sales tax on all its purchases of supplies and services.

SAHA enters into and executes contracts and other instruments that are necessary and convenient to the exercise of its powers. SAHA maintains contractual arrangements with United States Department of Housing and Urban Development (HUD) to manage and operate its low rent public housing program and administers the Housing Assistance Payments Programs. SAHA programs are federally funded along with development and modernization grants and rental income.

SAHA has created a number of affiliated public facility corporations (PFCs) pursuant to Chapter 303 of the Texas Local Government Code (the Public Facility Corporation Act). In some instances, these PFCs own projects. In other cases, PFCs or other related entities serve as partners in partnerships that have been awarded low-income housing tax credits. SAHA's affiliated entities own and operate more than 3,000 units of affordable housing.

SAHA staff also manages the San Antonio Housing Finance Corporation (Finance Corporation), which is primarily a conduit issuer of bonds for consultants of affordable housing projects. The Finance Corporation was created pursuant to Chapter 394 of the Texas Local Government Code (the Texas Housing Finance Corporations Act). When used, SAHA shall include its affiliated entities.

As a part of our social mission and federal mandate, SAHA is committed to providing economic, training and educational opportunities to low-income individuals in the communities we serve. All consultants are required to recruit and hire low-income individuals for new positions and provide training and educational opportunities to the greatest extent feasible for these individuals.

## INVITATION FOR BID

### 1.0 **GENERAL INFORMATION**

- 1.1 Statement of Purpose:** The Housing Authority of the City of San Antonio and its affiliated entities (SAHA) are seeking bids from independent contractors with demonstrated professional competence and experience to provide for the rehabilitation of unit 1112 Vera Cruz, a fire and water damaged unit, in the Alazan Apache Apartment complex, 1100 S. Brazos San Antonio, TX 78207 as specified herein.
- 1.2** Bidders acknowledge that submitting a bid to SAHA is not a right to be awarded a contract, but only an offer by the Bidder to perform the requirements of the IFB documents in the event SAHA decides to award a contract to that Bidder.
- 1.3 Non-Mandatory Pre-Bid Conference:** Due to current gathering restrictions a pre-bid conference will not be held. In lieu of the pre-bid a site visit will be conducted on February 12, 2021 from 1:00 pm to 4:30 pm. Please submit all questions and inquires to the contact listed herein on page 4 prior to the deadline also listed on page 4.
- 1.4 Bidder's Responsibilities-Contact with SAHA:** Bidders shall address all communication and correspondences pertaining to this IFB process to contact listed herein only. Bidders must not inquire or communicate with any other SAHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement is cause for a bid to be disqualified. During the IFB solicitation process, SAHA will not conduct any ex parte conversations which may give one prospective Bidder an advantage over other prospective Bidders.

### 2.0 **SAHA'S RESERVATION OF RIGHTS**

- 2.1** SAHA reserves the right to reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by SAHA to be in its best interests.
- 2.2** SAHA reserves the right not to award a contract pursuant to this IFB.
- 2.3** SAHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 30 days written notice to the successful Bidder(s).
- 2.4** SAHA reserves the right to determine the days, hours and locations that the successful Bidder(s) shall provide the services called for in this IFB.
- 2.5** SAHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving bids without the written consent from SAHA.

- 2.6** SAHA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services and from individuals deemed non responsible.
- 2.7** SAHA shall have no obligation to compensate any Bidder for any costs incurred in responding to this IFB.
- 2.8** SAHA reserves the right to at any time during the IFB or contract process to prohibit any further participation by a Bidder or reject any bids submitted that does not conform to any of the requirements detailed herein. Each prospective Bidder further agrees that he/she will inform SAHA in writing within five (5) days of the discovery of any item that is issued thereafter by SAHA that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve SAHA, but not the prospective Bidder, of any responsibility pertaining to such issue.
- 2.9** SAHA reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the IFB documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on SAHA's website [www.saha.org](http://www.saha.org), and <https://ha.internationaleprocurement.com>. Such changes that are issued before the bid submission deadline shall be binding upon all prospective Bidders.
- 2.10** In the case of rejection of all bids, SAHA reserves the right to advertise for new bids or to proceed to do the work otherwise.
- 2.11** SAHA reserves the right to, without any liability; cancel the award of any bid(s) at any time before the execution of the contract documents by all parties.
- 2.12** SAHA reserves the right to add or delete to the estimated or actual quantities, shown herein, in whatever amount necessary, including complete properties, without prejudice or liability to SAHA, if:
- 2.12.1** Funding is not available,
- 2.12.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- 2.12.3** SAHA's requirements in good faith change after award of the contract.
- 2.13** SAHA reserves the right to make an award to more than one Bidder based on cost and the Bidder being considered responsive and responsible.

- 2.14 SAHA reserves the right to require additional information from all Bidders to determine level of responsibility. Such information shall be submitted in the form and time frame required by SAHA.
- 2.15 SAHA reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this IFB and any resulting contract.
- 2.16 SAHA reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the Bidder regardless of their inclusion in the reference section of the bid submittal.
- 2.17 In the event any resulting contract is prematurely terminated due to non-performance and/or withdrawal by the Contractor, SAHA reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- 2.18 SAHA reserves the right to amend the contract any time prior to contract execution.

### 3.0 **GENERAL CONDITIONS:**

- 3.1 **SPECIFICATIONS:** The Contractor shall provide the goods or services as specified in this IFB and any attached HUD Documents. Specifications are in Attachment A.
- 3.2 **REGULATORY/LICENSING:** Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this IFB. Obtaining licenses and permits shall be the sole responsibility of the successful Bidder whether or not they are known to either the SAHA or the Bidders at the time of the submittal deadline or the award.
- 3.3 **SECTION 3: Contactor is required to prepare and submit monthly reports on Section 3.** Contractor shall utilize Section 3 residents and businesses as defined in Attachment D to perform the requirements under this IFB to the greatest extent feasible and shall document such efforts monthly. There is a 30% goal for hiring Section 3 residents on any contract resulting from this IFB, a subcontracting goal of 10% for Section 3 Businesses for construction contracts and a subcontracting goal of 3% with Section 3 Businesses for non-construction contracts. Contractors will be evaluated on their performance at achieving this goal and such evaluation shall be a factor in future awards.  
**FAILURE TO PROVIDE A SECTION 3 PLAN MAY CAUSE THE SUBMITTAL TO BE DISQUALIFIED AS NON-RESPONSIVE.**

- 3.4 SMALL, WOMAN, MINORITY BUSINESS ENTERPRISES (SWMBE):** The Proposer is required to include a plan identifying the Proposer's good faith efforts to assist SAHA in its responsibility to foster the development of small and historically under-utilized business enterprises including woman owned, minority owned, disabled veteran owned business enterprises and other business enterprises owned and recognized by HUD as having privileged status. **All** subcontracting opportunities shall be outlined in this plan and any subcontractors listed on the Subcontractor's form provided in Attachment C. **FAILURE TO PROVIDE A SWMBE PLAN MAY CAUSE THE SUBMITTAL TO BE DISQUALIFIED AS NON-RESPONSIVE.**
- 3.5 RESPONSIBILITY FOR SUBCONTRACTORS:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to SAHA for the performance under this IFB or any resulting contract.
- 3.6 Criminal history:** Contractor shall perform criminal history checks on all employees performing work on SAHA property and if requested provide summaries of the results to SAHA. Prospective employees whose criminal history checks discloses a misdemeanor or felony conviction involving crimes of moral turpitude or harm to persons or property shall not be used to perform work under this RFP or any resulting contract. Criminal history checks will be completed at the sole expense of the Contractor.
- 3.7 Drug Screening:** Respondent by submitting a response to this solicitation certifies that it complies with the "Drug Free Workplace Act". Respondent agrees that if awarded a contract and upon a reasonable request by SAHA respondent, will have tested immediately any employee suspected of being under the influence of drugs or alcohol and if positive remove them permanently from assignments on SAHA owned properties.
- 3.8 LIQUIDATED DAMAGES:** For each day that performance under a resulting contract from this IFB is delayed beyond the time specified for completion, the successful Bidder shall be liable for liquidated damages in the amount of \$100.00 per day. However, the timeframe for performance may be adjusted at SAHA's discretion in writing and received by the successful Bidder prior to default under any resulting contract.
- 3.9 UNACCEPTABLE EMPLOYEES:** If any employee of the Contractor is deemed unacceptable by SAHA, Contractor shall immediately replace such personnel with a substitute acceptable to SAHA.
- 3.10 UNIFORMS/BADGES:** Contractor shall provide uniforms and/or ID badges for all employees working on SAHA's properties. No employee will be allowed on SAHA's properties out of uniform and/or without an ID badge.

- 3.11 WARRANTY:** All items installed/provided under any contract resulting from this IFB must include a minimum of a two (2) year warranty from the Contractor for labor, materials, and installation except as specified otherwise herein. This period will begin on the date of “FINAL” acceptance by SAHA.
- 3.11.1** The services provided under the contract shall conform to all information contained within the IFB documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.
- 3.11.2** In addition to all other warranties, the warranty shall include the warranty for merchantability and the warranty of fitness for a particular purpose.
- 3.11.3** Contractor shall assign any warranties and guarantees to SAHA and provide the Contractor’s Warranty for Labor and Installation to SAHA along with all Manufacturers’ Warranty documents.
- 3.12 SUBMISSIONS:** Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening.
- 3.13 PROPOSED COST:**
- 3.13.1 Base Costs:** Your proposed fee for each item is inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance, vehicle fuel, etc. Each fee proposed shall be fully “burdened” with profit and overhead costs.
- 3.13.2 Unit Prices:** Your proposed unit price for each item listed on the Unit Price Sheet, if required, shall be inclusive of all expenses incurred to perform the service or install the item under this IFB and any resulting contract. Unit Price shall include but not be limited to, employee costs and benefits, clerical support, overhead, profit, supplies, materials, equipment, licensing, insurance, bonding, vehicle fuel, etc. In case of a discrepancy between a unit price and an extension the unit price prevails.
- 3.13.3** Contractor shall provide at contractor’s own expense all equipment, labor, materials, supplies, and tools unless specified otherwise.
- 3.14 Taxes:** SAHA, as a governmental entity, is exempt from Texas State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

- 3.15 Delivery:** All costs submitted by the successful Bidder shall reflect the cost of delivering the proposed items and/or services to the locations specified within the IFB documents or within the Agreement. All costs in the bid submittal shall be quoted as FOB Destination, Freight Prepaid and allowed unless otherwise stated in this IFB.
- 3.15.1** The successful Bidder agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful Bidder. Upon default, the successful Bidder agrees that SAHA may, at its option, rescind the finalized contract under the termination clause herein and seek compensatory damages as provided by law.
- 3.16 “Or Equal”:** Catalogs, brand names or manufacturer’s references where provided are descriptive only and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless specified otherwise. If bidding other than the referenced manufacturer, brand or trade name, Bidder must provide a complete description of product offered, and illustrations and must be included in the bid submittal. Failure to include the above referenced data will require Contractor to furnish the specified brand names, numbers, etc.
- 3.17 TYPE OF CONTRACT:** Firm fixed contract with the option to extend at the sole discretion of SAHA.
- 3.18 BID GUARANTEE, PERFORMANCE AND PAYMENT BONDS:** All Surety Bonds shall be issued by companies licensed to do business in the State of Texas, approved by the U.S. Treasury and “A” rated or better by A. M. Best. Individual Sureties will not be accepted.
- 3.18.1** SAHA requires a Bid Guarantee for this bid in the amount of 5% of the Base Bid, which shall be submitted with the Bid Fee Sheet. Proposals without a Bid Guarantee will be rejected. Non surety Bid Guarantees must be in guaranteed funds such as: Cashier’s Check, Certified Check, Bank Draft, irrevocable letter of credit, or similar cash instrument.
- 3.18.2** Performance Bond: The Contractor must provide SAHA a 100% Performance Bond for total contract value, however if the Contractor is unable to acquire the equitable bonding that is acceptable to SAHA within ten (10) days of signed contract, then the Contractor will be deemed in breach of contract.
- 3.18.3** Payment Bond: The Contractor must provide SAHA a 100% Payment Bond for each Project Contract executed by SAHA, however if the Contractor is unable to acquire the equitable bonding that is acceptable to SAHA within ten (10) days of signed contract, then the Contractor will be deemed in breach of contract.

**3.19 PERMITS:** Permits are the responsibility of the awarded contractor.

**3.20 COMMUNICATIONS:**

**3.20.1 Form:** All claims, notices, demands, requests, instructions, approvals and proposals must be submitted in writing.

**3.20.2 Notice to Contractor:** Any Notices or Demands upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Contract or at such other office as he / she may from time to time designate in writing to SAHA or deposited in the United States mail in a sealed, postage-prepaid envelope or if delivered with charges prepaid to any telegraph company for transmission and addressed to the office of the Contractor indicated on the signature page of the contract or such other address as may be subsequently specified in writing to SAHA.

**3.20.3 Notice to SAHA:** All notification papers required to be delivered to SAHA or its designated representative shall, unless otherwise specified in writing to the Contractor, be delivered to attn. Procurement, SAHA at 818 South Flores, San Antonio, Texas, 78204; and any notice to or demand upon SAHA shall be sufficiently given if so delivered or deposited in the United States mail in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission to SAHA at the above address or to such other address as SAHA may subsequently specify in writing to the Contractor for such purpose.

**3.20.4 Receipt:** Any such notice shall be deemed to have been given as of the time of actual delivery; or in the case of mailing, when the same should have been received in due course after the date of surrender to the Post Office; or in the case of telegrams, at the time of actual receipt, as the case may be.

**3.21 Calculations:** The Contractor is responsible for field verifying the conditions and quantities required to deliver a complete and functional project. This shall include but is not limited to: demolition, disposal, preparation, installation, overhead, profit, bonding, general liability, labor burden, weather conditions, field verified quantities, and encumbrances. All Proposers' submitted Unit Price Items must include these variables. SAHA shall not pay additional sums for a Proposer's failure to factor these conditions into the Proposals. Failure to consider any of the factors listed shall not negate the Contractor's responsibility to perform if awarded a contract under this IFB.

- 3.21.1 Estimated Quantities:** Any quantities provided herein are strictly estimates unless specified otherwise. It is the Proposer's responsibility to determine the exact quantities required to provide a complete, finished, functional, and operational product. Unit prices, if requested, are to be utilized only for additional work requested by SAHA.
- 3.22 Project Occupancy:** For the purposes of this solicitation the development shall be considered fully occupied. The project site may also have various construction zones, phasing, mobilization, as well as other Contractors working on-site. Proposers must include these variables in their proposed fees. SAHA shall not pay additional sums for a proposer's failure to factor these conditions into their submittal.
- 3.23 Time for Completion:** The Contractor shall immediately mobilize and commence work at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within **120 days** unless specified otherwise in contractor's response.
- 3.24 Safety:** Subject to prior approval by SAHA as to size, design, type and location, and to local regulations, the Contractor and his / her subcontractors shall erect Temporary Safety Signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.
- 3.25 Builders Risk:** Contractor is required to acquire Builder's Risk Insurance for any project or projects resulting from this solicitation. In any case SAHA will not be responsible for any loss to Contractor's tools, materials, supplies, the building or project or any other coverage normally covered under Builder's Risk Insurance. See HUD form 5370 attached.
- 3.26 Storage:** The Contractor and his/her subcontractors may maintain with approval by the SAHA Property & Project Managers various Storage Facilities on the site as may be necessary in the proper conduct of the work. These shall be located to cause no interference with any work to be performed on the site by the Contractor or others. The Contractor shall consult with SAHA regarding the location(s) of these facilities on each site.
- 3.27 Removal of Temporary Facilities:** Upon completion of the project, or as directed by SAHA, the Contractor shall remove all temporary structures and facilities they installed from the site and leave the premises in equal or better condition than it was at turnover.
- 3.28 Final Inspection:**
- 3.28.1 Notice:** The Contractor shall provide prompt written notification to SAHA when all work is completed. A final project inspection shall be made when all work is completed. Until the final inspection has been made and project accepted by SAHA, SAHA shall not advance any of the retainage or make the final payment to the Contractor without the approval and concurrence of the Contracting Officer.

- 3.28.2 Inspection Date:** Upon receipt of the Contractor's notification of the date when the work has been completed, SAHA shall conduct a final Inspection within 2 calendar days.
- 3.28.3 Inspection Participants:** The final inspection shall be conducted by a SAHA representative/s, any System Manufacturer's Representative/s, and the Contractor's representative/s at a minimum.
- 3.28.4 Inspection Conference:** The inspection team shall meet after completing the final inspection to determine whether the work has been completed in accordance with these specifications and produce a Punch List Schedule which describes any minor items of incomplete or unsatisfactory work and document if there are any major deficiencies which must be corrected by the Contractor and additional inspections scheduled prior to contract settlement.
- 3.29 Settlement Documents:** The settlement document shall state that the work was completed in accordance with the construction documents, including change orders except any minor items identified on SAHA's proposed certificate of completion, the total amount due the Contractor and a separately stated amount for each unsettled claim against SAHA. It shall also state that SAHA is released of all liens and all claims except those expressly stated in the Contractor's release and that wages paid to laborers or mechanics were consistent with the wage rate requirements of the contract and there are no outstanding claims for unpaid wages, materials, or supplies.
- 3.30 Wage Rate:** The Davis Bacon and Related Acts wage and reporting requirements apply to this project.
- 3.31 Other Products and Services:** Should the awarded Vendor either now or in the future offer or provide other related products or services SAHA reserves the right to obtain a quote for those products or services from the Vendor and if SAHA deems the fees and the product or service fair and reasonable and of substantial benefit to SAHA the product or service may be purchased under the terms of this solicitation and its subsequent contract as though the product or service was included in the solicitation and contract, or SAHA may choose to procure through other methods.

#### **4.0 CONDITIONS TO PROPOSE:**

- 4.1 Pre-Qualification:** Bidders will not be required to pre-qualify in order to submit a bid. However, all Bidders will be required to submit adequate information showing that the bidder is qualified to perform the required work (i.e. Profile of Firm Form, Attachment C). Failure by the prospective Bidder to provide the requested information may, at SAHA's discretion, eliminate that Bidder from consideration, provided that all Bidders were required to submit the same information.

## **4.2 IFB Forms, Documents, Specifications and Drawings:**

- 4.2.1** It shall be each Bidder's responsibility to examine carefully and, as may be required, properly complete all documents issued pursuant to this IFB.
- 4.2.2** Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

## **4.3 Submission and Receipt by SAHA:**

- 4.3.1 Time for Receiving Bids:** Bids received prior to the submittal deadline shall be securely kept, unopened, by SAHA. No bid received after the designated deadline shall be considered.
- 4.3.1.1** Bidders are cautioned that any bid submittal that is time-stamped as being received by SAHA after the exact time set as the deadline for the receiving of bids shall be returned unopened to the Bidder. Any such bids inadvertently opened shall not be considered, but shall be ruled to be invalid. No responsibility will attach to SAHA or any official or employee thereof, for the pre-opening of, or the failure to open a bid not properly addressed and identified.
- 4.3.1.2** Bids must be entered using the International E-Procurement Website and a total of one (1) original signature copy (marked "Original") and 1 exact hard copies (marked "Copy") shall be forwarded to the Procurement Dept. with the Bidder's name and return address and addressed as follows:

IFB # {Insert Number}  
{Insert Exact Title of IFB}  
{Insert Month, day, year, Time of Bid Opening}  
The Housing Authority of the City of San Antonio  
Procurement Department  
818 S. Flores  
San Antonio, Texas 78204

- 4.3.5 Withdrawal of Bids:** Bids may be withdrawn as detailed in attached HUD Document (Attachment B). Negligence on the part of the Bidder in preparing his/her bid confers no right of withdrawal or modification of his/her bid after such bid has been received and opened.

Continues on next page.

**4.3.5.1 Procedure to withdraw bid submittal:** A request for withdrawal of a bid due to a purported error need not be considered by SAHA unless filed in writing by the Bidder within 48 hours after the bid deadline. Any such request shall contain a full explanation of any purported error and shall, if requested by SAHA, be supported by the original calculations on which the bid was computed, together with a certification and notarization thereon that such computation is the original and was prepared by the Bidder or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as SAHA retains the right to accept or reject any proposed withdrawal for a mistake.

#### **4.4 Questions/Inquires:**

**4.4.1** A Bidder may inquire or question any of the bid documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least eight (8) days prior to the bid submission deadline, a complete and specific explanation as to what he/she is requiring clarification. SAHA reserves the right to issue a revision to the applicable IFB requirements or may reject the Bidder's request.

**4.4.2** Bidders must propose services that meet the requirements of the IFB documents. Substitutions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-bid conference (if scheduled). All verbal instructions issued by the SAHA officers not already listed within the IFB documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

**5.0 FORM OF BID:** The bid shall be submitted in the following manner. Failure to submit the bid in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that bid and may be cause for elimination of that Bidder from consideration for award.

**5.1 Tab 1, Form of Bid, Bid Fee Sheet, and Bidder's Certification:** These Forms are attached hereto as Attachment F to this IFB document. These Forms must be fully completed, and submitted under this tab. Any exceptions to the specifications or terms must be placed under this tab and "CLEARLY" labeled as such. Placement elsewhere shall render them null and void and they will not be considered.

**5.2 Tab 2, HUD Forms and Conflict of Interest Questionnaire:** These Forms are attached hereto as Attachment B to this IFB document and must be completed, executed where provided thereon and submitted under this tab.

**5.3 Tab 3, Profile of Firm Form:** The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This two-page Form must be completed, executed and submitted under this tab.

**5.4 Tab 4, Client Information:** The Bidder shall submit three former or current clients, preferably other than SAHA, for whom the Bidder has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference:

**5.4.5.1** The client's name;

**5.4.5.2** The client's telephone number and address,

**5.4.5.3** Description of services provided to the client, and

**5.4.5.4** Date of services

**5.5 Tab 5, Joint Venture/Partnerships:** The Bidder shall identify if this bid is a joint venture or partnership with another entity. Please remember that all information required from the Bidder under the proceeding or subsequent tabs must also be included for any joint venture or partner. One entity must be designated as the primary contact for the joint venture or partnership in the bid. Include a Profile of Firm Form for each entity. If no joint venture or partnership exists or will not be utilized, please provide this statement, "NO JOINT VENTURE/ NO PARTNERS"

**5.6 Tab 6, Subcontractors:** Bidders must also provide SAHA with the name, contact information to include address, phone number, email address, core area of business, and years of expertise for each subcontractor and supplier and the minority status of each. A Profile of Firm Form must be completed for each subcontractor and included in this Tab. Bidder must realize that the actual usage of the subcontractor will be contingent upon SAHA's prior written approval, and Bidder remains responsible to SAHA for any and all services and goods provided pursuant to this IFB and any resulting contract. If no subcontractors will not be utilized, please provide this statement, "NO SUBCONTRACTORS" "Contractor intends to perform all work detailed in this IFB".

**5.7 Tab 7, Section 3 Business Preference:** Any Bidder claiming a Section 3 Business Preference, shall under this tab include the fully completed and executed Section 3 applicant certification form for low-income employees for whom Bidder is seeking the preference, verification of total number of full-time employees, names and addresses of low-income residents who are Bidders employees. **Note: If you qualify as a Section 3 Business Concern, your bid will receive a preference over other bids as specified in Attachment D.**

**5.8 Tab 8, Small/Minority/Disadvantaged/Veteran Business Enterprise Utilization Plan:** The Bidder is required to include hereunder a plan to assist SAHA in its responsibility to foster the development of small and historically under-utilized business enterprises by identifying subcontracting opportunities with SWMBE companies. Contractor is required to show a good faith effort to employ SWMBE firms in the execution of this project. **FAILURE TO PROVIDE A S/W/MBE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE.**

**5.9 Tab 9, Section 3 Good Faith Effort Compliance Plan:** Bidders are required to complete and submit the SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN outlining their efforts to employ qualified Section 3 businesses or persons. The goal as stated in the Good Faith Effort Compliance Plan is thirty percent of new hires for Section 3 persons per contract. The subcontracting goal is ten percent for Section 3 Businesses for construction contracts and three percent for Section 3 Businesses for non-construction contracts. SAHA will provide a listing of qualified Section 3 Businesses upon request. **FAILURE TO PROVIDE THE SECTION 3 PROGRAM GOOD FAITH EFFORT COMPLIANCE PLAN MAY CAUSE THE RESPONSE TO BE DISQUALIFIED AS NON-RESPONSIVE**

**5.10 Tab 10, Financial Viability and Other Information:** Financial ability to provide such services to include copies of most recent financial statements and most recent audit if available. The Bidder may also include hereunder any other general information and copies of any licenses held or required.

**5.11 Bid Submittal Binding Method:** It is preferable and recommended that the Bidder bind the bid submittals in such a manner that SAHA can, if needed, remove the binding (i.e. "comb-type, etc.) or remove the pages from the cover (i.e. 3-ring binder, etc.) to make copies then return the bid submittal to its original condition.

## **6.0 MISTAKE IN BID**

**6.1** After a bid has been opened it may not be changed for the purpose of correcting an error in the pricing. This does not affect the common law right of the bidder to withdraw a bid due to a material mistake in the bid.

**6.2 Irregular Bid Submittal:** A bid shall be considered irregular for any one of the following reasons, any one or more of which may be reason for rejection:

**6.2.1** If the forms furnished by SAHA are not used or are altered or if the bid costs are not submitted as required and where provided.

**6.2.2** If all requested completed attachments do not accompany the bid submittal.

**6.2.3** If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning or give the Bidder submitting the same a competitive advantage over other Bidders.

**6.2.4** If the Bidder adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

**6.2.5** If the individual cost bid items submitted by a specific Bidder are unbalanced in the sense that the listed price of any cost item departs by more than 25% from SAHA's cost estimate for that item.

- 6.3 Disqualification of Bidders:** Any one or more of the following shall be considered as sufficient for the disqualification of a prospective Bidder and the rejection of his/her bid:
- 6.3.1** Evidence of collusion among prospective Bidders. Participants in such collusion will receive no recognition as Bidders or Proposer for any future work with SAHA until such participant shall have been reinstated as a qualified Bidder or Proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.
  - 6.3.2** More than one bid for the same work from an individual, firm, or corporation under the same or different name(s).
  - 6.3.3** Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.
  - 6.3.4** Unsatisfactory performance record as shown by past work for SAHA or with any other local, state or federal agency, judged from the standpoint of workmanship and progress.
  - 6.3.5** Incomplete work, which in the judgment of SAHA, might hinder or prevent prompt completion of additional work, if awarded.
  - 6.3.6** Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.
  - 6.3.7** Failure to comply with any qualification requirements of SAHA.
  - 6.3.8** Failure to list, if required, all subcontractors (if subcontractors are allowed by SAHA) who will be employed by the successful Bidder(s) to complete the work of the proposed contract.
  - 6.3.9** As required by the IFB documents, failure of the successful Bidder to be properly licensed by the City, County and/or the State of Texas and/or to be insured by a commercial general liability policy and/or worker's compensation policy and/or business automobile liability policy, if applicable. If a Bidder receives an award unless otherwise waived in the Contract, the Contractor will be required to provide original certificates of the following insurance requirements to SAHA within 10 days of contract signature:
  - 6.3.10** Any reason to be determined, in good faith, to be in the best interests of SAHA.

Continues on next page.

**7.0 Award of Bids(s):** Bidders shall be recommended for award if they are deemed responsive and responsible and provide the “Best Value” to SAHA. SAHA also reserves the right to award on a by property basis. In determining the best value SAHA may consider:

- 7.1 The purchase price;
- 7.2 The reputation of the bidder and his goods or services;
- 7.3 The quality of the goods or services;
- 7.4 The extent to which the goods or services meet SAHA's needs;
- 7.5 The total long term cost;
- 7.6 Any relevant criteria listed herein;

**8.0 INSURANCE:** If a Bidder receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to SAHA within 10 days of contract signature:

Professional Liability	Required Limits
SAHA and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000 Not Required for this contract
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SAHA properties.	\$500,000 combined Single limit, Per occurrence
Workers Compensation and Employer's Liability	Required Limits
Workers' Compensation coverage is Statutory and has no pre-set limits. Employer's Liability limit is \$500,000. Workers' Compensation is required for any vendor made up of more than two persons. A Waiver of Subrogation in favor of SAHA must be included in the Workers' Compensation policy.  SAHA and its affiliates must be a Certificate Holder.	Statutory Employer's Liability is \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

**9.0 INVOICING:**

- 9.1 Contractor(s) will only be allowed to invoice for the cost of services/goods in compliance with his/ her bid or best and final offer as accepted by SAHA.
- 9.2 Invoices must contain a complete description of the work or service that was performed, the contract price for each service, the purchase order number, contract number (if applicable), date of service, and address of service location or delivery address.
- 9.3 Contractor(s) must submit a separate invoice for each purchase order issued by SAHA unless prior approval is obtained from SAHA.

- 9.4** If applicable, SAHA may make progress payments approximately every 30 days as the work proceeds if work meets owner's standards, as approved by the Contracting Officer. SAHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses in accordance with HUD documents.
- 9.5** Upon the Award of Contract, Contractor shall complete the direct deposit form from SAHA to process all payments electronically to insure prompt and efficient payment of all invoices.
- 9.6** If offered by Contractor, SAHA seeks a discount for early payment. SAHA shall only take such a discount if earned.
- 9.7** To insure prompt and timely payment of invoices, unless utilizing a progress payment schedule, invoices shall be sent to the following address:

Email invoices to: [Accounts\\_Payable@saha.org](mailto:Accounts_Payable@saha.org)

If the contractor does not have the capability to email invoices they may be sent to the following address:

San Antonio Housing Authority  
Finance and Accounting  
P.O. Box 830428  
San Antonio, TX 78283-0428

- 9.8** Contractor shall invoice SAHA within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days SAHA reserves the right to not pay the invoice.

## **10.0 RIGHT TO PROTEST:**

- 10.1** Rights: Any prospective or actual proposer or contractor, who is allegedly aggrieved in connection with the solicitation of a bid or award of a contract, shall have the right to protest. Such right only applies to deviations from laws, rules, regulations, or procedures. Disagreements with the evaluators' judgments as to the number of points scored are not reasons for an appeal. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

- 10.1.1 Definition:** An alleged aggrieved "protestant" is a prospective proposer or proposer who feels that he/she has been treated inequitably by SAHA and wishes SAHA to correct the alleged inequitable condition or situation.

**10.1.2 Eligibility:** To be eligible to file a protest with SAHA pertaining to an IFB or contract, the alleged aggrieved protestant must have been involved in the IFB process in some manner as a prospective proposer (i.e. recipient of the IFB documents) when the alleged situation occurred. SAHA has no obligation to consider a protest filed by any party that does not meet these criteria.

**10.1.3 Procedure:** Any actual or prospective contractor may protest the solicitation or award of a contract for material violation of SAHA's procurement policy. Any protest against a SAHA solicitation must be received before the due date for receipt of Bids and any protest against the award of a contract must be received within ten calendar days after contract award or the protest will not be considered.

All protests must be in writing and submitted to the Director of Procurement for a written decision. The Director of Procurement shall make a recommendation to the Contracting Officer who shall issue a written decision and findings to the Contractor within 30 days from receipt of the written protest. This decision is then appealable to the Board of Commissioners within 30 days of receipt of the written decision. Appeals which are not timely filed will not be considered and the decision becomes final. All appeals shall be marked and sent to the address as listed in the example below:

APPEAL OF IFB NO. {Insert IFB # here}  
San Antonio Housing Authority  
Procurement Department  
818 South Flores,  
San Antonio, TX 78204

## **11.0 ADDITIONAL CONSIDERATIONS:**

**11.1 Government Standards:** It is the responsibility of the prospective Bidder to ensure that all items and services proposed conform to all local, state and federal law concerning safety (OSHA) and environmental control (EPA and Bexar County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful Bidder shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful Bidder for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

**11.2 Work on SAHA Property:** If the successful Bidder's work under the contract involves operations on SAHA premises, the successful Bidder shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and shall immediately return said property to a condition equal to or better than the existing condition prior to the commencement of work at the site at no cost to SAHA.

- 11.3 Estimated Quantities:** Unless otherwise indicated, the quantities shown are estimates only and are used to evaluate the responses and may or may not reflect anticipated purchases. SAHA does not guarantee any minimum purchase quantity.
- 11.4 Official, Agent and Employees of the SAHA Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the SAHA in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.
- 11.5 Subcontractors:** Unless otherwise stated within the IFB documents, the successful Bidder may not use any subcontractors to accomplish any portion of the services described within the IFB documents or the contract without the prior written permission of SAHA. Also, any substitution of subcontractors must be approved in writing by SAHA prior to their engagement.
- 11.6 Salaries and Expenses Relating to the Successful Proposers Employees:** Unless otherwise stated within the IFB documents, the successful Bidder shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful Bidder further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 11.7 Independent Contractor:** Unless otherwise stated within the IFB documents or the contract, the successful Bidder is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 11.8 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 11.9 Waiver of Breach:** A waiver of either party of any terms or conditions of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

**11.10 Time of the Essence:** Time is of the essence as to each provision in which a timeframe for performance is provided in this IFB. Failure to meet these timeframes may be considered a material breach, and SAHA may pursue compensatory and/or liquidated damages under the contract.

**11.11 Limitation of Liability:** In no event shall SAHA be liable to the successful Bidder for any indirect, incidental, consequential or exemplary damages.

**11.12 Indemnity:** The Contractor shall indemnify and hold harmless SAHA and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF SAHA. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF SAHA.**

Contractor shall indemnify and hold harmless SAHA, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

**11.13 Public/Contracting Statutes.** SAHA is a governmental entity as that term is defined in the procurement statutes. SAHA and this IFB and all resulting contracts are subject to federal, state and local laws, rules, regulations and policies relating to procurement as applicable.

**11.14 Termination:** Any contract resulting from this IFB may be terminated under the following conditions:

**11.14.1 Consent:** By mutual consent of both parties, and

**11.14.2 Termination For Cause:** As detailed within the attached HUD Forms.

Continues on next page.

**11.14.2.1** SAHA may terminate any and all contracts for default at any time in whole or in part, if the contractor fails to perform any of the provisions of any contract, so fails to pursue the work as to endanger performance in accordance with the terms of the IFB or any resulting contracts, and after receipt of written notice from SAHA, fails to correct such failures within seven (7) days or such other period as SAHA may authorize or require.

**11.14.2.2** Upon receipt of a notice of termination issued from SAHA, the Contractor shall immediately cease all activities under any contract resulting from this IFB, unless expressly directed otherwise by SAHA in the notice of termination.

**11.14.2.3** SAHA may terminate any contract resulting from this IFB in whole or in part, if funding is reduced, or is not obtained and continued at levels sufficient to allow for the expenditure.

**11.14.3 Termination for Convenience:** In the sole discretion of the Contracting Officer, SAHA may terminate any and all contracts resulting from this IFB in whole or part upon thirty days prior notice to the Contractor when it is determined to be in the best interest of SAHA.

**11.14.4** The rights and remedies of SAHA provided under this section are not exclusive and are in addition to any other rights and remedies provided by law or under any contract.

**11.14.5** In the event the resulting contract from this IFB is terminated for any reason, or upon its expiration, SAHA shall retain ownership of all work products including deliverables, source and object code, microcode, software licenses, and documentation in whatever form that may exist. In addition to any other provision, the Contractor shall transfer title and deliver to SAHA any partially completed work products, deliverables, source and object code, or documentation that the Contractor has produced or acquired in the performance of any resulting contract.

**11.15 Examination and Retention of Contractor's Records:** SAHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under all contracts executed as a result of this IFB, 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 audits, examinations, excerpts and transcriptions.

## **11.16 Inter-local Participation**

- 11.16.1** SAHA may from time to time enter into Inter-local Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as “Entity” or “Entities”) to enhance SAHA’s purchasing power. At SAHA’s sole discretion and option, SAHA may inform other Entities that they may acquire items listed in this IFB. Such acquisition(s) shall be at the prices stated herein, and shall be subject to Contractor’s acceptance.
- 11.16.2** In no event shall SAHA be considered a dealer, remarketer, agent or other representative of Contractor or Entity. Further, SAHA shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- 11.16.3** Purchase orders shall be submitted to Contractor by the individual Entity.
- 11.16.4** SAHA shall not be liable or responsible for any obligation, including but not limited to, payment and for any item or service ordered by an Entity, other than SAHA.

**11.17 Right to data and Patent Rights:** In addition to other ownership & use rights SAHA shall have exclusive ownership of all, proprietary interest in, and the right to full and exclusive possession of all information, materials, documents, software, and all electronic data discovered or produced by Contractor and/or subcontractor(s) pursuant to the terms of any resulting contract, including but not limited to, reports, memoranda or letters concerning the research and reporting tasks of any resulting contract. Both parties agree to comply with HUD Bulletin 909-23, which is the Notice of Assistance Regarding Patent and Copyright Infringement.

**11.18 Lobbying Certification:** By proposing to do business with SAHA or by doing business with SAHA, each Bidder certifies the following:

- 11.18.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- 11.18.2** If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form "Disclosure Form to Report Lobbying", in accordance with its instructions (See Attachment B).
- 11.18.3** The successful Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers, (including but not limited to subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 11.18.4** This clause is a material representation of fact upon which reliance will be placed when the award is made or a contract is entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**11.19 Applicable Statutes, Regulations & Orders:** Contractors shall comply with all statutes, rules, regulations, executive orders affecting procurements by Housing Authorities including but not limited to:

- 11.19.1** Executive Order 11246
- 11.19.2** Executive Order 11063
- 11.19.3** Copeland "Anti-Kickback" Act (18 USC 874)
- 11.19.4** Davis Bacon Act (40 USC 276a-276a-7)
- 11.19.5** Clean Air & Water Acts (42 USC 1857(h); 33 USC 1368)
- 11.19.6** Contract Work Hours & Safety Standards Act (40 USC 327-330)
- 11.19.7** Energy Policy & Conservation Act (PL 94-163, 89 STAT 871)
- 11.19.8** Civil Rights Act of 1964, Title VI (PL 88-352)
- 11.19.9** Civil Rights Act of 1968, Title VIII (PL 90-284 Fair Housing Act)
- 11.19.10** Age Discrimination Act of 1975
- 11.19.11** Anti-Drug Abuse Act of 1988 (42 USC 11901 et. Seq.)
- 11.19.12** HUD Information Bulletin 909-23
- 11.19.13** Immigration Reform & Control Act of 1986
- 11.19.14** Fair Labor Standards Act (29 USC 201, et. Seq.)

Continues on next page.

- 11.21 Additional Information:** Each provision of law and each clause, which is required by law to be inserted in this IFB or any contract, shall be deemed to have been inserted herein, and this IFB and any resulting contract shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party. The fore-mentioned statutes, regulations and executive orders are not intended as an indication that such statute, regulation or executive order is necessary applicable nor is an omission of such statute, regulation or executive order intended to indicate that it is not applicable.
- 11.22 Conflicting Conditions:** In the event there is a conflict between the documents comprising this IFB and any resulting contracts, the following order of precedence shall govern: (1) the more restrictive terms of either: any and all attached HUD forms and the term/conditions in the body of any resulting contract; (2) the IFB; and (3) Contractor's Response. In the event that a conflict exists between any state statute or federal law the most restrictive terms shall apply.
- 11.23 Contract Form:** SAHA will not execute a contract on the successful Bidder's form. Contracts will only be executed on SAHA's form. By submitting a bid, the successful Bidder agrees to this condition. However, SAHA will consider any contract clauses that the Bidder wishes to include therein, but the failure of SAHA to include such clauses does not give the successful Bidder the right to refuse to execute SAHA's contract form. It is the responsibility of each prospective Bidder to notify SAHA, in writing, with the bid submittal of any contract clauses that he/she is not willing to include in the final executed contract. SAHA will consider such clauses and determine whether or not to amend the Contract.
- 11.24 Force Majeure:** Neither SAHA nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, SAHA or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- 11.25 Non-Boycott of Israel:** Texas prohibits a governmental entity from doing business with any vendor for goods or services unless that vendor verifies in the contract that "they i) do not boycott Israel and ii) will not boycott Israel during the term of the contract".
- 11.26 TX Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts.

# **ATTACHMENT A**

## **Specifications**

## **PART 1 – GENERAL**

### **A. General Conditions**

1. Contractor will furnish all labor, materials equipment, services, testing, transportation, insurance and daily expenses to meet the requirements of this scope of work, plans, and specifications. All work must be in strict accordance with current applicable building codes.
2. Attached adjuster's report is for informational purposes and describes the work to be completed. Contractor shall field verify dimensions and/or quantities.
3. All work is subject to SAHA Project Manager's approval.
4. Contractor shall install all products and systems in strict accordance with manufacturer's specifications.
5. Contractor shall keep the premises clean and orderly at all times during the course of the work. Contractor shall remove and properly dispose of rubbish, refuse, and unused materials from the premises.
6. Contractor shall remove and properly dispose, off site, of any and all materials that are to be discarded and not reused or re-installed, including debris.
7. Contractor must coordinate with SAHA Project Manager for the temporary location of the trash container, as well as temporary parking location of contractor's workers, equipment and deliveries. Careful consideration and accommodation must be given to adjacent residents at all times, with regard to accessibility, noise, dust, inconvenience, etc.
8. Prior to construction, Contractor shall apply for, and acquire all Permits required for execution and closeout of this project, including any and all fees.
9. Prior to owner's final acceptance, Contractor shall provide an original Certificate of Occupancy or Certificate of Completion from the authority having jurisdiction (AHJ).
10. Contractor shall provide portable toilet facilities for their employees, sub- contractors and vendors for the duration of the contract.
11. Prior to removal, Contractor will notify SAHA Project Manager of any salvageable material, other than what is included in the scope of work.
12. Contractor will coordinate with SAHA Project Manager to gain access to the site and building.
13. Contractor is responsible for the full repair of any damage to the property or adjacent properties caused by employees, sub-contractor or any persons working with or for the Contractor including but not limited to; existing structures, finishes, utilities, automobiles, vegetation, etc.
14. Contractor must provide safety barricades, temporary fencing and construction signs, as necessary, to implement construction zone safety precautions.
15. Contractor is responsible for providing temporary utilities (electrical power, water) required to perform project's scope of work.

### **B. Demolition and Disposal: Note - Unit interior has not been demoed.**

1. Dumpster shall remain on site for the duration of project for all debris removal.
2. Demolition must be conducted in compliance with local, laws, codes, standards, and environmental requirements.
3. Disconnect/Remove all plumbing and electrical fixtures as required for demolition.
4. Remove all protruding nails/screws where applicable.
5. Remove sub floor as required to route new plumbing if applicable.
6. Clean and remove all debris and dispose off-site.
7. Remove and replace all pieces of remaining insulation and properly dispose.
8. Remove any studs damaged by fire/heat, corrosion, rust, or any other damage which limits their reuse.
9. Carry out all work in accordance with all statutory requirements

**C. General Requirements**

1. Contractor shall restore fire damaged wall/ceiling framing and framing components, to their original condition and design.
2. Contractor shall properly strip fire/smoke damaged framing and properly encapsulate fire/smoke damaged framing members throughout the structure, in order to contain and prevent potential future smoke odor.
3. Turnkey repair and/or replacement of, but not limited to, the following: all damaged interior stud walls, ceiling hat channel/rafters and all framing, gypsum wall and ceiling boards, ceiling and wall insulation, doors, frames, trim carpentry, windows, cabinets, shelving and closet rods, bathroom accessories, plumbing fixtures and piping, HVAC system, electrical service, power, lighting fixtures, outlets, switches, phone and data jacks, and all floor, wall and ceiling finishes and trims, etc.

**D. Utilities**

1. Contractor will be responsible to verify condition of all utilities prior to construction and provide for all permanent utility services required, including all applications, permits, fees.
2. Contractor will be responsible for contacting all Utility Agencies prior to any excavation or trenching for locates.
3. Contractor is responsible for all Utility and Service breakage repairs due to construction, through the duration of the project. Contractor shall repair and reconnect all utilities that were disrupted during construction, at no additional cost to SAHA.
4. Contractor shall provide all temporary and/or permanent utility service required.
5. Contractor must field verify all existing utility (water, gas, electrical and cable) and make all associated adjustments and/or replacements.
6. The unit will utilize electric and natural gas service upon completion of rehabilitation. Contractor will verify electrical and gas capacity and availability with CPS and provide all equipment, permits and sign-offs needed to provide sufficient electrical service to this unit and its new equipment. Upgrade main electrical service to 200 amp minimum.

**E. Quality Assurance**

1. Contractor shall provide an adequate number of licensed, skilled laborers and supervisors, who are thoroughly trained, experienced and familiar with the type of construction involved and materials, methods and techniques specified.
2. Contractor shall immediately notify SAHA of any discrepancies in specifications.

**F. Submittals**

1. Construction Schedule & Schedule of Values: Contractor shall submit a construction schedule and itemized schedule of values to SAHA Project Manager to review before construction starts; within 10 days of execution of a contract. Project Manager reserves the right to request updated construction schedules during the course of the work.
2. Weekly Certified Payroll: Contractor is responsible for submitting Weekly Certified Payroll reports prior to submitting a requisition for partial payment. General Contractor is responsible for collecting weekly certified payroll from their subcontractors and submitting with requisition for partial payments.
3. Change Orders: Changes in specifications or scope of work after contract award may not be made without the expressed written approval of SAHA's Contracting Officer.
4. Samples: Contractor shall provide color and finish samples of all finish materials and products for approval by SAHA Project Manager, prior to ordering or installing.
5. Materials: Contractor shall submit a complete materials list of all items to be furnished and installed under this project, to be approved by SAHA Project Manager. The contractor shall provide the following documentation:
  - a. All user manuals

- b. All MSDS (Material Safety Data Sheets)
  - c. All appliance, and system manuals drawings showing location of all devices, controls, demark connection, and panels, and rough openings required.
  - d. Electrical panel circuit breaker shall be clearly identified on the panel cover.
6. Product data and technical data for related to all components and accessories
  - a. Manufacturers technical data sheets and bulletins
  - b. Manufacturers installation and operation manuals
  - c. Manufacturer maintenance data
  - d. Spare parts list and recommended hardware.
7. Original Inspection permits and reports.
8. Copy of Warranty(s) for review by SAHA Project Manager.
9. Close-out Submittals (2 Hard Copies)
  - a. User Manuals
  - b. Parts list
  - c. Wiring and connection diagrams
  - d. Maintenance requirements
  - e. As-built drawings in hard copy and PDF format

#### **G. Warranty**

1. Contractor shall provide original manufacturer's warranties.
2. In addition to manufacturer's standard warranties, Contractor will warranty all items of work performed under this contract for two years. All warranties will begin on the date the Housing Authority's "Certificate of Completion Consolidated" is signed and notarized.
3. Contractor shall provide SAHA staff an Operations and Maintenance training session for all systems installed.

#### **H. Product Delivery, Storage and Handling**

1. Contractor shall assume responsibility of all material throughout duration of this project, until it is formally accepted in writing by SAHA staff.
2. Upon receipt at the job site, all materials shall be inspected by the contractor to ensure that no damage occurred during shipping or handling.
3. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft – before, during and after installation, and to protect any adjacent property or structures.
4. In the event of damage, immediately make all repairs and/or replacements needed, to be approved by SAHA Project Manager, and at no additional cost to SAHA. Bent, bowed, or otherwise damaged material installed will not be accepted by SAHA.

### **PART 2 – SPECIFICATIONS**

#### **A. Cabinets**

1. Cabinets shall be constructed with an all wood box and shall be rated as HUD or Extreme Use cabinets. All cabinets will be of standard dimensions and configurations.
2. Submit shop drawings showing methods of cabinet and countertop construction and installation. Indicate finishes, and field dimensions for Project Manager's review. Provide base cabinets with doors, drawers, and shelf.
3. Provide wall cabinets with doors and two shelves. Provide bathroom vanity cabinet with doors.

**B. Acceptable Manufacturers:**

1. High Pressure Laminate Finish: Formica Corporation, Nevamar Corporation, Ralph Wilson Plastics Co. or approved equal.
2. Hardwood doors: Evans Cabinet Corporation or approved equal.
3. Cabinet and shelf hardware: Knappe & Vogt, Blum or approved equal. Hinges to be Blum 120 degree full overlay hinges or approved equal.
4. Cabinets: Armstrong "Extreme Series", Evans Cabinet Corporation "Military Specifications" or approved equal. Varnish: Rodda or approved equal.
5. Drawer runners: Knappe & Vogt- 1284, 100 lbs or approved equal. Laminated tops: Wilsonart Laminate or approved equal.

**C. Cabinet and Countertop Materials**

1. All lumber to be premium grade. Use of particle board, chip board or press board is prohibited.
2. Perimeter frame of doors to be of ¾" solid oak w/ oak panels. Face frame to be of ¾" solid oak
3. Back of cabinets to be ¼" thick oak plywood Hanger strip to be ½" thick oak plywood Drawer frame to be ¾" thick solid oak
4. Laminated top substrate to be exterior grade plywood
5. Laminated top to be applied to exterior grade plywood
6. Rolled formed countertop, edge and backsplash: exterior grade plywood with 0.050" thick, horizontal, general purpose, standard high pressure laminate with 0.20" thick backing sheet where required by AWI 400-26.
7. Fasteners shall comply with Section 400 in AWI Quality Standards

**D. Plumbing Fixture Schedule**

1. Water Closet- American Standard 2292.100 "Cadet", vitreous china, elongated bowl, pressure assisted, side chrome trip lever, siphon jet, bolt caps, McGuire model LFBV166 chrome plated angle supply with quarter-turn brass ball valve and riser. Church model 9200m, solid plastic elongated open front seat with cover.
2. Lavatory- Vanity with integral sink, faucet Moen Chateau Model #L64621 with metal pop up drain, metal lever handle, tailpiece, Jay R Smith fig. 2698 prime water trap primer, McGuire's model - LFBV2165 lavatory supply with quarter-turn brass ball valve and riser.
3. Kitchen Sink- Elkay model no PSR-3321, double compartment, 20 gauge, self-rim stainless steel, 3 holes, Elkay LK-4100 faucet, two Elkay LK-35 strainers with 1- ½" chrome plated tail piece, Elkay LK-53 continuous waste, Elkay LK-500 1 ½" 17 gauge chrome plated P- trap with cleanout and quarter-turn brass ball valve.
4. Tub/shower- American Standard 2391.202 "Americast", full slip resistant surface, pressure balance
5. Bath/ shower faucet, Moen Chateau Model #L2353, Sayco no L156 overflow drain, 20 gauge lift n spin toe drain, cast iron or heavy brass P trap.
6. Water heater - A.O. Smith model no. G12-CADT4040NV Energy Star rated, tall gas heater, 40 gal tank capacity, provide expansion tank and non-corrosive auxiliary drain pan under heater, isolating unions on hot and cold water connections, cut off valve, Temperature and pressure relief valve piped to outside.
7. Washing machine connection box- Gray model no WBED-200-20 for 2" drain pipe, 20 amp single electric grounding receptacle, 30 amp dryer outlet.

**E. Lighting Fixtures (All lights to be LED or utilize LED bulbs)**

1. Lithonia Lighting FMLWL 48 830, 4' surface mounted LED, White metal housing with thermal formed lens, 120 volt, or equivalent fluorescent fixture with LED tubes.
2. Timely Lighting 524WH, surface ceiling mounted incandescent, 15" square acrylic diffuser, 3- 60 watt equivalent LED lamps or equal.
3. Progress P5710, surface mounted porch light, 8" diameter vandal resistant, 75 watt equivalent LED Lamps, paint fixture base white or equal.
4. Commercial Electric 200 Watt Equivalent LED Model #PWRW28-4K-BZ, wall mounted security light, vandal resistant, or equal.
5. Seasons 16" #321273, surface ceiling mounted incandescent, 16" round acrylic diffuser, with 3- 60 watt equivalent LED lamps installed or equal.
6. Volume Lighting Model #V1123-33, 3-Light Indoor Brushed Nickel Bath or Vanity Light Bar Wall Mount with 3 60 watt equivalent LED lights installed, or equal
7. Nutone 665N, heat-a-ventlite, with HS-93 three on/off switches with labeled faceplate for light, vent and heat. Furnish with 100 watt equivalent A-19 LED lamps. Connect to exhaust duct or equal.
8. Broan-Nutone RL6200 ductless under Cabinet Range Hood with light, with separate on/off switches for light and fan. Furnish with 75 watt equivalent A-19 LED lamp or equal.

**F. Electrical Notes:**

1. Triple toggle switch labeled "Heat- Light- Fan" furnished with type "J" fixture. Circuit overhead and wall lights to "Light" switch.
2. 60A/2P disconnect switch fused at 40 amps. Locate for proper access within HVAC closet. Make all connections to air handler.
3. Make power connections to washer and dryer receptacles furnished with washer connection box.
4. Make power connections to range hood.
5. 15A/110/120VAC flush mounted electrical outlet mounted 36" A.F.F. for stove lights and igniter.
6. Doorbell transformer located on J-box 7' A.F.F.
7. Upgrade electrical service panel to 200 amps minimum, GE, Eaton, Square D or SAHA approved equal.

**G. Furnace Notes:** (Unit previously had central heat only, this shall be changed to central air and heat)

1. Flexible duct tape to main duct trunk.
2. Thermostat, digital, Programmable Emerson 1F83H-21PR or equal, mounted at ADA height requirements.
3. Supply duct in fir down if required. If Fir downs are required be sure to include cost in bid.
4. Provide properly sized supply duct from 1<sup>st</sup> to 2<sup>nd</sup> floor. Provide splitter damper.
5. 4" dryer vent to exterior wall/roof. Terminate with approved wall/roof cap.
6. Ductwork shall rise up between floor joist.
7. 7" hood exhaust vent use existing routing and terminate with approved roof/wall cap.
8. Properly sized supply duct to first floor.
9. Full louver door.
10. 4" exhaust vent from Heat/ Vent/ Light, up to roof/wall cap. Terminate with approved roof/wall cap.
11. Undercut doors.
12. Install 6" round rigid metal duct for outside air to platform area. Provide volume damper and approved roof hood.
13. 4" exhaust vent from vent/ light to exterior wall, terminate with approved wall/roof cap.

**H. Appliances:**

1. Refrigerator: White Hotpoint 15.6 cu ft, No icemaker, Model # HPS16BTNLWW or equal.
2. Stove: White Hotpoint 30 in 4.8 cu ft gas Model # RGBS200DMWW or equal.
3. Vent Hood: Broan-Nutone RL6200 ductless under Cabinet Range Hood with light, with separate on/ off switches for light and fan. Furnish with 75 watt equivalent A-19 LED lamp or equal.
4. HVAC 14 SEER minimum heat pump with electric auxiliary heat matched condenser and air handler and properly sized for optimum heat and cooling, must utilize R410a refrigerant. Trane, Carrier, RUUD or equal

**I. Windows and Screens:**

1. Vinyl frame, white, single hung or slider as applicable, double pane, low E glass, argon insulated, no grilles. Andersen, Pella, JELD-WEN, Marvin or SAHA approved equal.
2. Must have high security screens meeting the following minimum requirements:
  - a. Heavy duty full length security screens center hinged.
  - b. Stainless steel wire 12 x 12 mesh, .023 gauge, natural finish screen color
  - c. Hinges shall be stainless steel continuous hinges
  - d. Latches shall be steel, spring loaded #716-1.10 Barrel Bolt Latches
  - e. Heavy duty aluminum framing material, with mill finish

**PART 3 – EXECUTION**

**A. Abatement**

1. Contractor is advised that the unit was tested and Asbestos Containing Materials (ACMs) were not found. Lead levels are below regulated minimums. Copy of report is attached.

**B. Demolition: Note- The unit has not been demoed.**

1. Remove and dispose of all interior and exterior light fixtures.
2. Remove and dispose of all kitchen and laundry appliances.
3. Demolish and dispose of all bathroom cabinets and fixtures down to studs.
4. Demolish and dispose of fire damaged bedroom and closet doors and door frames down to studs.
5. Remove and replace any damaged, corroded or rusted wall studs or channels.
6. Existing plumbing in the walls may remain, however it must be tested for leaks and repaired and/or replaced as required.
7. Remove all debris throughout the home and yard.
8. Remove and dispose of exterior smoke and fire affected siding, fascia and soffits as needed.
9. Pressure wash exterior stucco/masonry showing signs of fire or smoke damage
10. Remove and dispose of any damaged roofing materials

**C. Adjuster's Report/Scope follows:**



## ProStar Adjusting, LLC

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PO BOX 2649  
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Insured: Housing Authority of the City of San Antonio  
Property: 1112-1122 Vera Cruz  
San Antonio, TX 78207

Home: (210) 792-1935

Claim Rep.: Travis String, AIC, RPA, AINS, AIS, AIC-M, HCI  
C/R

Estimator: Travis String, AIC, RPA, AINS, AIS, AIC-M, HCI  
C/R

Reference:  
Company: Housing Authority Property Insurance  
Business: P.O. Box 189  
Cheshire, CT 06410

**Claim Number:** A7XC1

**Policy Number:** 587-170618Q-2017

**Type of Loss:** Fire

Date Contacted: 12/2/2017 9:00 AM

Date of Loss: 12/1/2017 12:00 AM

Date Inspected: 12/5/2017 9:00 AM

Date Received: 12/2/2017 12:00 AM

Date Entered: 12/7/2017 12:02 PM

Price List: TXSA8X\_DEC17  
Restoration/Service/Remodel

Estimate: 17009811



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17009811

### Roofing

DESCRIPTION	QTY
1. Clean with pressure/chemical spray	670.00 SF

NOTES:

### Exterior

DESCRIPTION	QTY
2. Floor protection - corrugated cardboard and tape	234.50 SF
3. Mailbox - Detach & reset	1.00 EA
4. Exterior light fixture - Detach & reset	1.00 EA
5. Clean with pressure/chemical spray	1319.08 SF
6. Exterior - paint two coats	1319.08 SF
7. Additional cost for high wall or ceiling - Over 14'	282.71 SF
8. Additional cost for high wall or ceiling - 11' to 14'	221.25 SF

NOTES:

### Attic

DESCRIPTION	QTY
9. Clean floor or roof joist system	670.00 SF
10. Seal floor or ceiling joist system (shellac)	670.00 SF



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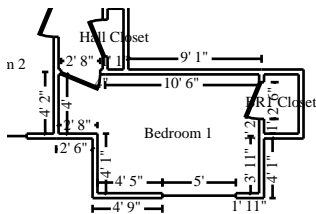
### CONTINUED - Attic

DESCRIPTION	QTY
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NOTES:

#### 2nd Floor

#### Main Level



#### Bedroom 1

Height: 7' 6"

266.49 SF Walls	99.58 SF Ceiling
366.07 SF Walls & Ceiling	99.58 SF Floor
11.06 SY Flooring	38.29 LF Floor Perimeter
43.46 LF Ceil. Perimeter	

Window	5' X 5'	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into BR1_CLOSET
Door	2' 8" X 6' 8"	Opens into HALLWAY

DESCRIPTION	QTY
-------------	-----

11. Clean floor or roof joist system	99.58 SF
12. Clean stud wall	266.49 SF
13. Clean floor	99.58 SF
14. Seal floor or ceiling joist system (shellac)	99.58 SF
15. Seal stud wall for odor control (shellac)	266.49 SF
16. Seal the floor shellac - one coat	99.58 SF
17. Wire - average residence - copper wiring	99.58 SF
18. R&R Ductwork - hot or cold air (per room)	1.00 EA
19. R&R 1/2" drywall - hung, taped, floated, ready for paint	366.07 SF
20. R&R Blown-in insulation - 10" depth - R26	99.58 SF
21. R&R Batt insulation - 4" - R11- unfaced batt	163.75 SF
22. R&R Interior door unit	1.00 EA



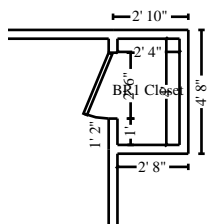
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### CONTINUED - Bedroom 1

DESCRIPTION	QTY
23. Door dummy knob - interior	1.00 EA
24. Add. charge for a retrofit window, 12-23 sf - difficult	2.00 EA
25. R&R Aluminum window, single hung 13-19 sf	2.00 EA
26. R&R Baseboard - 4 1/4"	38.29 LF
27. R&R Vinyl plank flooring	99.58 SF
28. Seal the walls and ceiling w/latex based stain blocker - one coat	366.07 SF
29. Texture drywall - machine	366.07 SF
30. Paint the walls and ceiling - two coats	366.07 SF
31. Paint baseboard - two coats	38.29 LF
32. Paint door slab only - 2 coats (per side)	2.00 EA
33. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA
34. Smoke detector	1.00 EA
35. R&R Heat/AC register - Mechanically attached	1.00 EA
36. R&R Light fixture	1.00 EA
37. Final cleaning - construction - Residential	99.58 SF

#### NOTES:



Door

2' 6" X 6' 8"

Opens into BEDROOM\_1

DESCRIPTION	QTY
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#### BR1 Closet

Height: 7' 6"

79.09 SF Walls	9.49 SF Ceiling
88.58 SF Walls & Ceiling	9.49 SF Floor
1.05 SY Flooring	10.27 LF Floor Perimeter
12.77 LF Ceil. Perimeter	



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### CONTINUED - BR1 Closet

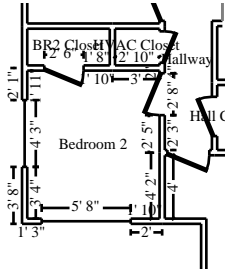
DESCRIPTION	QTY
38. Clean floor or roof joist system	9.49 SF
39. Clean stud wall	79.09 SF
40. Clean floor	9.49 SF
41. Seal floor or ceiling joist system (shellac)	9.49 SF
42. Seal stud wall for odor control (shellac)	79.09 SF
43. Seal the floor shellac - one coat	9.49 SF
44. Wire - average residence - copper wiring	9.49 SF
45. R&R 1/2" drywall - hung, taped, floated, ready for paint	88.58 SF
46. R&R Blown-in insulation - 10" depth - R26	9.49 SF
47. R&R Batt insulation - 4" - R11- unfaced batt	70.00 SF
48. R&R Closet shelf and rod package	4.67 LF
49. R&R Interior door unit	1.00 EA
50. Door dummy knob - interior	1.00 EA
51. R&R Baseboard - 4 1/4"	10.27 LF
52. R&R Vinyl plank flooring	9.49 SF
53. Seal the walls and ceiling w/latex based stain blocker - one coat	88.58 SF
54. Texture drywall - machine	88.58 SF
55. Paint the walls and ceiling - two coats	88.58 SF
56. Paint baseboard - two coats	10.27 LF
57. Paint door slab only - 2 coats (per side)	1.00 EA
58. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
59. Seal & paint closet shelving - single shelf	1.00 EA
60. Final cleaning - construction - Residential	9.49 SF

NOTES:



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### Bedroom 2

Height: 7' 6"

183.47 SF Walls	79.26 SF Ceiling
262.73 SF Walls & Ceiling	79.26 SF Floor
8.81 SY Flooring	30.50 LF Floor Perimeter
35.67 LF Ceil. Perimeter	

Window	4' 3" X 5'	Opens into Exterior
Window	5' 8" X 5'	Opens into Exterior
Door	2' 8" X 6' 8"	Opens into HALLWAY
Door	2' 6" X 6' 8"	Opens into BR2_CLOSET

DESCRIPTION	QTY
61. Clean floor or roof joist system	79.26 SF
62. Clean stud wall	183.47 SF
63. Clean floor	79.26 SF
64. Seal floor or ceiling joist system (shellac)	79.26 SF
65. Seal stud wall for odor control (shellac)	183.47 SF
66. Seal the floor shellac - one coat	79.26 SF
67. Wire - average residence - copper wiring	79.26 SF
68. R&R Ductwork - hot or cold air (per room)	1.00 EA
69. R&R 1/2" drywall - hung, taped, floated, ready for paint	262.73 SF
70. R&R Blown-in insulation - 10" depth - R26	79.26 SF
71. R&R Batt insulation - 4" - R11- unfaced batt	133.75 SF
72. R&R Interior door unit	1.00 EA
73. Door dummy knob - interior	1.00 EA
74. Add. charge for a retrofit window, 12-23 sf - difficult	2.00 EA
75. R&R Aluminum window, single hung 13-19 sf	2.00 EA
76. Add. charge for a retrofit window, 3-11 sf - difficult	2.00 EA
77. R&R Aluminum window, single hung 9-12 sf	2.00 EA
78. R&R Baseboard - 4 1/4"	30.50 LF
79. R&R Vinyl plank flooring	79.26 SF
80. Seal the walls and ceiling w/latex based stain blocker - one coat	262.73 SF
81. Texture drywall - machine	262.73 SF
82. Paint the walls and ceiling - two coats	262.73 SF
83. Paint baseboard - two coats	30.50 LF
84. Paint door slab only - 2 coats (per side)	2.00 EA
85. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA
86. Smoke detector	1.00 EA



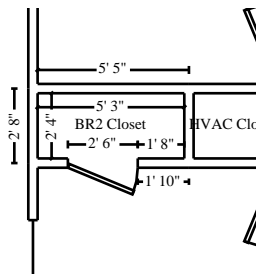
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### CONTINUED - Bedroom 2

DESCRIPTION	QTY
87. R&R Heat/AC register - Mechanically attached	1.00 EA
88. R&R Light fixture	1.00 EA
89. Final cleaning - construction - Residential	79.26 SF

#### NOTES:



#### BR2 Closet

Height: 7' 6"

97.08 SF Walls	12.25 SF Ceiling
109.33 SF Walls & Ceiling	12.25 SF Floor
1.36 SY Flooring	12.67 LF Floor Perimeter
15.17 LF Ceil. Perimeter	

#### Door

2' 6" X 6' 8"

Opens into BEDROOM\_2

DESCRIPTION	QTY
90. Clean floor or roof joist system	12.25 SF
91. Clean stud wall	97.08 SF
92. Clean floor	12.25 SF
93. Seal floor or ceiling joist system (shellac)	12.25 SF
94. Seal stud wall for odor control (shellac)	97.08 SF
95. Seal the floor shellac - one coat	12.25 SF
96. Wire - average residence - copper wiring	12.25 SF
97. R&R 1/2" drywall - hung, taped, floated, ready for paint	109.33 SF
98. R&R Blown-in insulation - 10" depth - R26	12.25 SF
99. R&R Batt insulation - 4" - R11- unfaced batt	17.50 SF
100. R&R Closet shelf and rod package	5.25 LF
101. R&R Interior door unit	1.00 EA



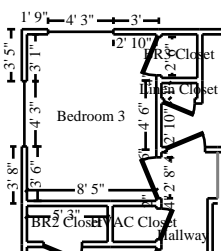
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### CONTINUED - BR2 Closet

DESCRIPTION	QTY
102. Door dummy knob - interior	1.00 EA
103. R&R Baseboard - 4 1/4"	12.67 LF
104. R&R Vinyl plank flooring	12.25 SF
105. Seal the walls and ceiling w/latex based stain blocker - one coat	109.33 SF
106. Texture drywall - machine	109.33 SF
107. Paint the walls and ceiling - two coats	109.33 SF
108. Paint baseboard - two coats	12.67 LF
109. Paint door slab only - 2 coats (per side)	1.00 EA
110. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
111. Seal & paint closet shelving - single shelf	1.00 EA
112. Final cleaning - construction - Residential	12.25 SF

#### NOTES:



#### Bedroom 3

Height: 7' 6"

211.81 SF Walls	91.18 SF Ceiling
302.99 SF Walls & Ceiling	91.18 SF Floor
10.13 SY Flooring	33.33 LF Floor Perimeter
38.50 LF Ceil. Perimeter	

Window	4' 3" X 5'	Opens into Exterior
Window	4' 3" X 5'	Opens into Exterior
Door	2' 8" X 6' 8"	Opens into HALLWAY
Door	2' 6" X 6' 8"	Opens into BR3_CLOSET

DESCRIPTION	QTY
113. Clean floor or roof joist system	91.18 SF
114. Clean stud wall	211.81 SF



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### CONTINUED - Bedroom 3

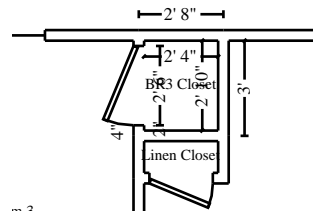
DESCRIPTION	QTY
115. Clean floor	91.18 SF
116. Seal floor or ceiling joist system (shellac)	91.18 SF
117. Seal stud wall for odor control (shellac)	211.81 SF
118. Seal the floor shellac - one coat	91.18 SF
119. R&R Ductwork - hot or cold air (per room)	1.00 EA
120. Wire - average residence - copper wiring	91.18 SF
121. R&R 1/2" drywall - hung, taped, floated, ready for paint	302.99 SF
122. R&R Blown-in insulation - 10" depth - R26	91.18 SF
123. R&R Batt insulation - 4" - R11- unfaced batt	144.38 SF
124. R&R Interior door unit	1.00 EA
125. Door dummy knob - interior	1.00 EA
126. Add. charge for a retrofit window, 12-23 sf - difficult	2.00 EA
127. R&R Aluminum window, single hung 13-19 sf	2.00 EA
128. Add. charge for a retrofit window, 3-11 sf - difficult	2.00 EA
129. R&R Aluminum window, single hung 9-12 sf	2.00 EA
130. R&R Baseboard - 4 1/4"	33.33 LF
131. R&R Vinyl plank flooring	91.18 SF
132. Seal the walls and ceiling w/latex based stain blocker - one coat	302.99 SF
133. Texture drywall - machine	302.99 SF
134. Paint the walls and ceiling - two coats	302.99 SF
135. Paint baseboard - two coats	33.33 LF
136. Paint door slab only - 2 coats (per side)	2.00 EA
137. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA
138. Smoke detector	1.00 EA
139. R&R Heat/AC register - Mechanically attached	1.00 EA
140. R&R Light fixture	1.00 EA
141. Final cleaning - construction - Residential	91.18 SF

NOTES:



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Door

### BR3 Closet

Height: 7' 6"

60.83 SF Walls  
67.44 SF Walls & Ceiling  
0.73 SY Flooring  
10.33 LF Ceil. Perimeter

6.61 SF Ceiling  
6.61 SF Floor  
7.83 LF Floor Perimeter

2' 6" X 6' 8"

Opens into BEDROOM\_3

### DESCRIPTION

### QTY

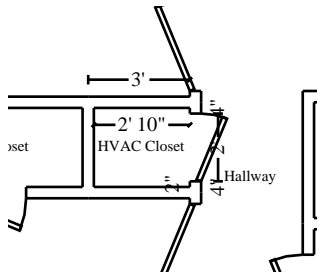
142. Clean floor or roof joist system	6.61 SF
143. Clean stud wall	60.83 SF
144. Clean floor	6.61 SF
145. Seal floor or ceiling joist system (shellac)	6.61 SF
146. Seal stud wall for odor control (shellac)	60.83 SF
147. Seal the floor shellac - one coat	6.61 SF
148. Wire - average residence - copper wiring	6.61 SF
149. R&R 1/2" drywall - hung, taped, floated, ready for paint	67.44 SF
150. R&R Blown-in insulation - 10" depth - R26	6.61 SF
151. R&R Batt insulation - 4" - R11- unfaced batt	17.50 SF
152. R&R Closet shelf and rod package	2.83 LF
153. R&R Interior door unit	1.00 EA
154. Door dummy knob - interior	1.00 EA
155. R&R Baseboard - 4 1/4"	7.83 LF
156. R&R Vinyl plank flooring	6.61 SF
157. Seal the walls and ceiling w/latex based stain blocker - one coat	67.44 SF
158. Texture drywall - machine	67.44 SF
159. Paint the walls and ceiling - two coats	67.44 SF
160. Paint baseboard - two coats	7.83 LF
161. Paint door slab only - 2 coats (per side)	1.00 EA
162. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
163. Seal & paint closet shelving - single shelf	1.00 EA
164. Final cleaning - construction - Residential	6.61 SF

NOTES:



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### HVAC Closet

Height: 7' 6"

67.90 SF Walls  
74.51 SF Walls & Ceiling  
0.73 SY Flooring  
10.33 LF Ceil. Perimeter

6.61 SF Ceiling  
6.61 SF Floor  
10.33 LF Floor Perimeter

Door

2' X 4' 9 5/8"

Opens into HALLWAY

### DESCRIPTION

### QTY

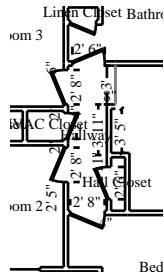
165. Clean floor or roof joist system	6.61 SF
166. Clean stud wall	67.90 SF
167. Clean floor	6.61 SF
168. Seal floor or ceiling joist system (shellac)	6.61 SF
169. Seal stud wall for odor control (shellac)	67.90 SF
170. Seal the floor shellac - one coat	6.61 SF
171. Wire - average residence - copper wiring	6.61 SF
172. R&R Ductwork - Mech. room - Plenum & Return air - Insulated	1.00 EA
173. R&R Air handler - with heat element and A/C coil - 3 ton	1.00 EA
174. Central air cond. system - refrigerant evacuation	1.00 EA
175. Central air cond. system - recharge - 10lb refrigerant	1.00 EA
176. R&R 1/2" drywall - hung, taped, floated, ready for paint	74.51 SF
177. R&R Blown-in insulation - 10" depth - R26	6.61 SF
178. R&R Interior door unit	1.00 EA
179. Door dummy knob - interior	1.00 EA
180. Seal the walls and ceiling w/latex based stain blocker - one coat	74.51 SF
181. Texture drywall - machine	74.51 SF
182. Paint the walls and ceiling - two coats	74.51 SF
183. Paint door slab only - 2 coats (per side)	1.00 EA
184. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
185. Final cleaning - construction - Residential	6.61 SF

NOTES:



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### Hallway

Height: 6' 10"

86.69 SF Walls  
122.35 SF Walls & Ceiling  
3.96 SY Flooring  
26.77 LF Ceil. Perimeter

35.66 SF Ceiling  
35.66 SF Floor  
13.77 LF Floor Perimeter

Door	2' 6" X 6' 8"	Opens into BATHROOM
Door	2' 8" X 6' 8"	Opens into BEDROOM_3
Door	2' X 4' 9 5/8"	Opens into HVAC_CLOSET
Door	2' 8" X 6' 8"	Opens into BEDROOM_2
Door	2' 8" X 6' 8"	Opens into BEDROOM_1
Door	2' 6" X 6' 8"	Opens into HALL_CLOSET
Missing Wall	3' X 6' 10"	Opens into Exterior

### DESCRIPTION

### QTY

186. Clean floor or roof joist system	35.66 SF
187. Clean stud wall	86.69 SF
188. Clean floor	35.66 SF
189. Seal floor or ceiling joist system (shellac)	35.66 SF
190. Seal stud wall for odor control (shellac)	86.69 SF
191. Seal the floor shellac - one coat	35.66 SF
192. R&R Ductwork - hot or cold air (per room)	1.00 EA
193. Wire - average residence - copper wiring	35.66 SF
194. R&R 1/2" drywall - hung, taped, floated, ready for paint	122.35 SF
195. R&R Blown-in insulation - 10" depth - R26	35.66 SF
196. R&R Baseboard - 4 1/4"	13.77 LF
197. R&R Vinyl plank flooring	35.66 SF
198. Seal the walls and ceiling w/latex based stain blocker - one coat	122.35 SF
199. Texture drywall - machine	122.35 SF
200. Paint the walls and ceiling - two coats	122.35 SF
201. Paint baseboard - two coats	13.77 LF
202. Paint door slab only - 2 coats (per side)	6.00 EA
203. Paint door/window trim & jamb - 2 coats (per side)	6.00 EA
204. Smoke detector	1.00 EA
205. R&R Heat/AC register - Mechanically attached	1.00 EA
206. R&R Light fixture	2.00 EA
207. R&R Thermostat	1.00 EA
208. Final cleaning - construction - Residential	35.66 SF



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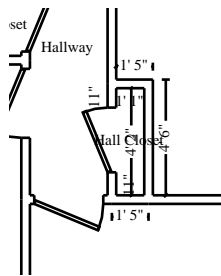
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### CONTINUED - Hallway

#### DESCRIPTION

#### QTY

NOTES:



#### Hall Closet

Height: 6' 10"

54.68 SF Walls	4.48 SF Ceiling
59.16 SF Walls & Ceiling	4.48 SF Floor
0.50 SY Flooring	7.94 LF Floor Perimeter
10.44 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into HALLWAY

#### DESCRIPTION

#### QTY

209. Clean floor or roof joist system	4.48 SF
210. Clean stud wall	54.68 SF
211. Clean floor	4.48 SF
212. Seal floor or ceiling joist system (shellac)	4.48 SF
213. Seal stud wall for odor control (shellac)	54.68 SF
214. Seal the floor shellac - one coat	4.48 SF
215. Wire - average residence - copper wiring	4.48 SF
216. R&R 1/2" drywall - hung, taped, floated, ready for paint	59.16 SF
217. R&R Blown-in insulation - 10" depth - R26	4.48 SF
218. R&R Shelving - wire (vinyl coated)	8.33 LF
219. R&R Interior door unit	1.00 EA
220. Door dummy knob - interior	1.00 EA
221. R&R Baseboard - 4 1/4"	7.94 LF
222. R&R Vinyl plank flooring	4.48 SF
223. Seal the walls and ceiling w/latex based stain blocker - one coat	59.16 SF
224. Texture drywall - machine	59.16 SF



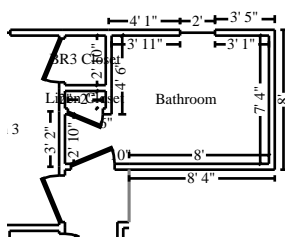
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### CONTINUED - Hall Closet

DESCRIPTION	QTY
225. Paint the walls and ceiling - two coats	59.16 SF
226. Paint baseboard - two coats	7.94 LF
227. Paint door slab only - 2 coats (per side)	1.00 EA
228. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
229. Final cleaning - construction - Residential	4.48 SF

NOTES:



### Bathroom

Height: 7' 6"

249.67 SF Walls	73.56 SF Ceiling
323.22 SF Walls & Ceiling	73.56 SF Floor
8.17 SY Flooring	33.50 LF Floor Perimeter
38.00 LF Ceil. Perimeter	

Window

2' X 2' 8"

Opens into Exterior

Door

2' X 6' 8"

Opens into LINEN\_CLOSET

Door

2' 6" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QTY
230. Clean floor or roof joist system	73.56 SF
231. Clean stud wall	249.67 SF
232. Clean floor	73.56 SF
233. Seal floor or ceiling joist system (shellac)	73.56 SF
234. Seal stud wall for odor control (shellac)	249.67 SF
235. Seal the floor shellac - one coat	73.56 SF
236. R&R Ductwork - hot or cold air (per room)	1.00 EA
237. Wire - average residence - copper wiring	73.56 SF



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### CONTINUED - Bathroom

DESCRIPTION	QTY
238. R&R 1/2" drywall - hung, taped, floated, ready for paint	323.22 SF
239. R&R Blown-in insulation - 10" depth - R26	73.56 SF
240. R&R Batt insulation - 4" - R11- unfaced batt	122.50 SF
241. R&R Interior door unit	1.00 EA
242. Door dummy knob - interior	1.00 EA
243. Add. charge for a retrofit window, 3-11 sf - difficult	1.00 EA
244. R&R Aluminum window, single hung 9-12 sf	1.00 EA
245. R&R Baseboard - 4 1/4"	33.50 LF
246. R&R Tile floor covering	73.56 SF
247. Seal the walls and ceiling w/latex based stain blocker - one coat	323.22 SF
248. Texture drywall - machine	323.22 SF
249. Paint the walls and ceiling - two coats	323.22 SF
250. Paint baseboard - two coats	33.50 LF
251. Paint door slab only - 2 coats (per side)	2.00 EA
252. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA
253. R&R Heat/AC register - Mechanically attached	1.00 EA
254. R&R Light fixture	1.00 EA
255. R&R Bathroom ventilation fan	1.00 EA
256. R&R Shower curtain rod	1.00 EA
257. R&R Bath accessory	2.00 EA
258. R&R Toilet paper holder	1.00 EA
259. R&R Vanity	2.00 LF
260. R&R Vanity top - one sink - cultured marble	2.00 LF
261. Sink faucet - Bathroom	1.00 EA
262. R&R P-trap assembly - ABS (plastic)	1.00 EA
263. R&R Medicine cabinet	1.00 EA
264. R&R Tile shower - 65 to 100 SF	1.00 EA
265. R&R Tub/shower faucet	1.00 EA
266. R&R Bathtub	1.00 EA
267. R&R Toilet seat	1.00 EA
268. R&R Toilet	1.00 EA
269. R&R Angle stop valve	3.00 EA



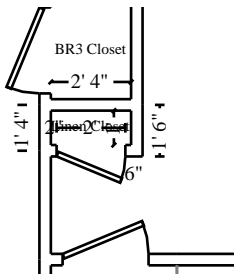
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### CONTINUED - Bathroom

DESCRIPTION	QTY
270. R&R Plumbing fixture supply line	3.00 EA
271. Final cleaning - construction - Residential	73.56 SF

NOTES:



#### Linen Closet

Height: 7' 6"

36.67 SF Walls	2.33 SF Ceiling
39.00 SF Walls & Ceiling	2.33 SF Floor
0.26 SY Flooring	4.67 LF Floor Perimeter
6.67 LF Ceil. Perimeter	

Door

2' X 6' 8"

Opens into BATHROOM

DESCRIPTION	QTY
272. Clean floor or roof joist system	2.33 SF
273. Clean stud wall	36.67 SF
274. Clean floor	2.33 SF
275. Seal floor or ceiling joist system (shellac)	2.33 SF
276. Seal stud wall for odor control (shellac)	36.67 SF
277. Seal the floor shellac - one coat	2.33 SF
278. Wire - average residence - copper wiring	2.33 SF
279. R&R 1/2" drywall - hung, taped, floated, ready for paint	39.00 SF
280. R&R Blown-in insulation - 10" depth - R26	2.33 SF
281. R&R Closet package - hall/linen (4 shelves 3' wide)	1.00 EA
282. R&R Interior door unit	1.00 EA
283. Door dummy knob - interior	1.00 EA
284. R&R Baseboard - 4 1/4"	4.67 LF



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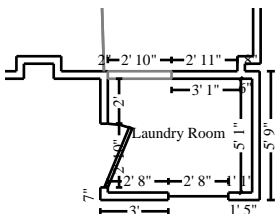
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### CONTINUED - Linen Closet

DESCRIPTION	QTY
285. R&R Tile floor covering	2.33 SF
286. Seal the walls and ceiling w/latex based stain blocker - one coat	39.00 SF
287. Texture drywall - machine	39.00 SF
288. Paint the walls and ceiling - two coats	39.00 SF
289. Paint baseboard - two coats	4.67 LF
290. Paint door slab only - 2 coats (per side)	1.00 EA
291. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
292. Seal & paint closet shelving - linen closet	1.00 EA
293. Final cleaning - construction - Residential	2.33 SF

NOTES:

### 1st Floor Main Level



#### Laundry Room

Height: 7' 6"

125.95 SF Walls	32.48 SF Ceiling
158.43 SF Walls & Ceiling	32.48 SF Floor
3.61 SY Flooring	17.29 LF Floor Perimeter
22.96 LF Ceil. Perimeter	

Door	2' 10" X 6' 8"	Opens into Exterior
Window	2' 8" X 3' 2"	Opens into Exterior
Missing Wall - Goes to Floor	2' 10" X 6' 8"	Opens into DINING_ROOM

DESCRIPTION	QTY
294. Clean floor or roof joist system	32.48 SF
295. Clean stud wall	125.95 SF



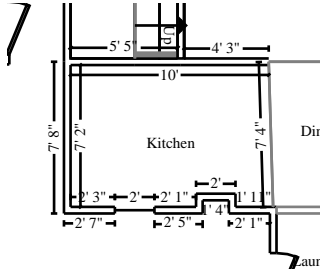
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### CONTINUED - Laundry Room

DESCRIPTION	QTY
296. Clean concrete the floor	32.48 SF
297. Seal floor or ceiling joist system (shellac)	32.48 SF
298. Door lockset & deadbolt - exterior - Detach & reset	1.00 EA
299. Seal stud wall for odor control (shellac)	125.95 SF
300. Wire - average residence - copper wiring	32.48 SF
301. R&R Metal studding, 2 1/2" wide, 16" OC, 25 gauge	32.48 SF
302. R&R 1/2" drywall - hung, taped, floated, ready for paint	158.43 SF
303. R&R Batt insulation - 4" - R11- unfaced batt	129.38 SF
304. R&R Exterior door - metal - insulated - flush or panel style	1.00 EA
305. Door lockset & deadbolt - exterior	1.00 EA
306. Add. charge for a retrofit window, 3-11 sf - difficult	1.00 EA
307. R&R Aluminum window, single hung 9-12 sf	1.00 EA
308. R&R Baseboard - 4 1/4"	17.29 LF
309. R&R Vinyl plank flooring	23.48 SF
310. R&R Tile floor covering	9.00 SF
311. Seal the walls and ceiling w/latex based stain blocker - one coat	158.43 SF
312. Texture drywall - machine	158.43 SF
313. Paint the walls and ceiling - two coats	158.43 SF
314. Paint baseboard - two coats	17.29 LF
315. Paint door slab only - 2 coats (per side)	2.00 EA
316. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA
317. R&R Fluorescent light fixture	1.00 EA
318. R&R Shelving - wire (vinyl coated)	5.08 LF
319. Final cleaning - construction - Residential	32.48 SF

NOTES:



## Kitchen

**Height: 7' 6"**

210.30 SF Walls	71.22 SF Ceiling
281.52 SF Walls & Ceiling	71.22 SF Floor
7.91 SY Flooring	28.75 LF Floor Perimeter
28.75 LF Ceil. Perimeter	

## Window

**2' X 2' 8"**

### Opens into Exterior

## Missing Wall

**7' 4 1/16" X 7' 6"**

**Opens into DINING\_ROOM**

## DESCRIPTION

## QTY

320. Clean floor or roof joist system	71.22 SF
321. Clean stud wall	210.30 SF
322. Clean concrete the floor	71.22 SF
323. Seal floor or ceiling joist system (shellac)	71.22 SF
324. Door lockset & deadbolt - exterior - Detach & reset	1.00 EA
325. Seal stud wall for odor control (shellac)	210.30 SF
326. Wire - average residence - copper wiring	71.22 SF
327. R&R Metal studding, 2 1/2" wide, 16" OC, 25 gauge	71.22 SF
328. R&R 1/2" drywall - hung, taped, floated, ready for paint	281.52 SF
329. R&R Batt insulation - 4" - R11- unfaced batt	140.63 SF
330. Add. charge for a retrofit window, 3-11 sf - difficult	1.00 EA
331. R&R Aluminum window, single hung 9-12 sf	1.00 EA
332. R&R Baseboard - 4 1/4"	28.75 LF
333. R&R Vinyl plank flooring	71.22 SF
334. R&R Cabinetry - upper (wall) units	8.83 LF
335. R&R Cabinetry - lower (base) units	11.00 LF
336. R&R Countertop - flat laid plastic laminate	13.00 LF
337. R&R Sink - double	1.00 EA
338. Sink faucet - Kitchen	1.00 EA
339. R&R P-trap assembly - ABS (plastic)	1.00 EA
340. R&R Angle stop valve	2.00 EA
341. R&R Plumbing fixture supply line	2.00 EA
342. R&R Refrigerator/icemaker water supply box with valve	1.00 EA
343. Seal the walls and ceiling w/latex based stain blocker - one coat	281.52 SF
344. Texture drywall - machine	281.52 SF
345. Paint the walls and ceiling - two coats	281.52 SF
346. Paint baseboard - two coats	28.75 LF
347. R&R Heat/AC register - Mechanically attached	1.00 EA



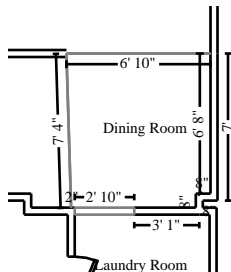
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### CONTINUED - Kitchen

DESCRIPTION	QTY
348. R&R Fluorescent light fixture	1.00 EA
349. R&R Range hood	1.00 EA
350. Refrigerator - top freezer - 14 to 18 cf	1.00 EA
351. Range - freestanding - electric	1.00 EA
352. Final cleaning - construction - Residential	71.22 SF

NOTES:



#### Dining Room

Height: 7' 6"

85.82 SF Walls	48.98 SF Ceiling
134.80 SF Walls & Ceiling	48.98 SF Floor
5.44 SY Flooring	11.13 LF Floor Perimeter
13.96 LF Ceil. Perimeter	

Missing Wall

7' 4 1/16" X 7' 6"

Opens into KITCHEN

Missing Wall

6' 10 1/4" X 7' 6"

Opens into LIVING\_ROOM

Missing Wall - Goes to Floor

2' 10" X 6' 8"

Opens into LAUNDRY\_ROOM

DESCRIPTION	QTY
353. Clean floor or roof joist system	48.98 SF
354. Clean stud wall	85.82 SF
355. Clean concrete the floor	48.98 SF
356. Seal floor or ceiling joist system (shellac)	48.98 SF
357. Seal stud wall for odor control (shellac)	85.82 SF
358. Wire - average residence - copper wiring	48.98 SF
359. R&R Ductwork - hot or cold air (per room)	1.00 EA
360. R&R Metal studding, 2 1/2" wide, 16" OC, 25 gauge	48.98 SF



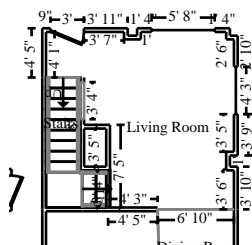
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### CONTINUED - Dining Room

DESCRIPTION	QTY
361. R&R 1/2" drywall - hung, taped, floated, ready for paint	134.80 SF
362. R&R Batt insulation - 4" - R11- unfaced batt	60.00 SF
363. R&R Baseboard - 4 1/4"	11.13 LF
364. R&R Vinyl plank flooring	48.98 SF
365. Seal the walls and ceiling w/latex based stain blocker - one coat	134.80 SF
366. Texture drywall - machine	134.80 SF
367. Paint the walls and ceiling - two coats	134.80 SF
368. Paint baseboard - two coats	11.13 LF
369. R&R Heat/AC register - Mechanically attached	1.00 EA
370. R&R Light fixture	1.00 EA
371. Final cleaning - construction - Residential	48.98 SF

#### NOTES:



#### Living Room

Height: 7' 6"

358.24 SF Walls	207.06 SF Ceiling
565.31 SF Walls & Ceiling	207.06 SF Floor
23.01 SY Flooring	54.86 LF Floor Perimeter
57.86 LF Ceil. Perimeter	

Missing Wall - Goes to neither Floor/Ceiling	3' 4" X 2' 6"	Opens into STAIRS
Missing Wall	3' 1" X 7' 6"	Opens into STAIRS
Door	3' X 6' 8"	Opens into Exterior
Window	5' 8" X 5'	Opens into Exterior
Window	4' 3" X 5'	Opens into Exterior
Missing Wall	6' 10 1/4" X 7' 6"	Opens into DINING_ROOM

DESCRIPTION	QTY
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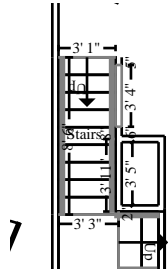
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### CONTINUED - Living Room

DESCRIPTION	QTY
372. Clean floor or roof joist system	207.06 SF
373. Clean stud wall	358.24 SF
374. Clean concrete the floor	207.06 SF
375. Seal floor or ceiling joist system (shellac)	207.06 SF
376. Seal stud wall for odor control (shellac)	358.24 SF
377. Wire - average residence - copper wiring	207.06 SF
378. R&R Ductwork - hot or cold air (per room)	1.00 EA
379. R&R Metal studding, 2 1/2" wide, 16" OC, 25 gauge	207.06 SF
380. R&R 1/2" drywall - hung, taped, floated, ready for paint	565.31 SF
381. R&R Batt insulation - 4" - R11- unfaced batt	296.25 SF
382. R&R Exterior door - metal - insulated - flush or panel style	1.00 EA
383. Door lockset & deadbolt - exterior	1.00 EA
384. Add. charge for a retrofit window, 12-23 sf - difficult	3.00 EA
385. R&R Aluminum window, single hung 13-19 sf	3.00 EA
386. Add. charge for a retrofit window, 3-11 sf - difficult	1.00 EA
387. R&R Aluminum window, single hung 9-12 sf	1.00 EA
388. R&R Baseboard - 4 1/4"	54.86 LF
389. R&R Vinyl plank flooring	207.06 SF
390. Seal the walls and ceiling w/latex based stain blocker - one coat	565.31 SF
391. Texture drywall - machine	565.31 SF
392. Paint the walls and ceiling - two coats	565.31 SF
393. Paint baseboard - two coats	54.86 LF
394. Paint door slab only - 2 coats (per side)	3.00 EA
395. Paint door/window trim & jamb - 2 coats (per side)	3.00 EA
396. R&R Heat/AC register - Mechanically attached	2.00 EA
397. Final cleaning - construction - Residential	207.06 SF

NOTES:



## Stairs

**Height: 16' 2"**

210.96 SF Walls	26.24 SF Ceiling
237.20 SF Walls & Ceiling	46.99 SF Floor
5.22 SY Flooring	20.19 LF Floor Perimeter
16.83 LF Ceil. Perimeter	

## Missing Wall

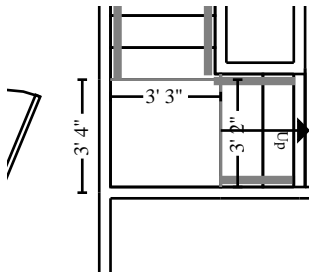
**3' 1" X 16' 1 9/16"**

**Opens into LIVING\_ROOM**

### Missing Wall - Goes to neither Floor/Ceiling

**3' 4" X 2' 6"**

**Opens into LIVING\_ROOM**

**Subroom: Stairs1 (2)**

**Height: 9' 11"**

63.37 SF Walls	10.29 SF Ceiling
73.66 SF Walls & Ceiling	10.29 SF Floor
1.14 SY Flooring	6.42 LF Floor Perimeter
6.42 LF Ceil. Perimeter	

## Missing Wall

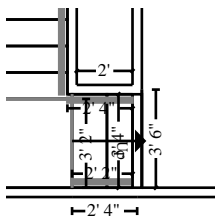
**3' 3" X 9' 10 1/2"**

## Opens into STAIRS

## Missing Wall

**3' 2" X 9' 10 1/2"**

**Opens into STAIRS2**

**Subroom: Stairs2 (1)**

**Height: 9' 11"**

40.39 SF Walls	7.19 SF Ceiling
47.58 SF Walls & Ceiling	14.83 SF Floor
1.65 SY Flooring	5.01 LF Floor Perimeter
4.48 LF Ceil. Perimeter	

## Missing Wall

**3' 2" X 9' 10 1/2"**

**Opens into STAIRS1**

## Missing Wall

**2" X 9' 10 1/2"**

## Opens into STAIRS

## DESCRIPTION

## QTY

398. Clean floor or roof joist system	43.71 SF
399. Clean stud wall	314.72 SF
400. Clean floor	72.11 SF
401. Seal floor or ceiling joist system (shellac)	43.71 SF
402. Seal stud wall for odor control (shellac)	314.72 SF
403. Seal the floor shellac - one coat	72.11 SF
404. R&R Ductwork - hot or cold air (per room)	1.00 EA
405. Wire - average residence - copper wiring	72.11 SF
406. R&R 1/2" drywall - hung, taped, floated, ready for paint	358.43 SF



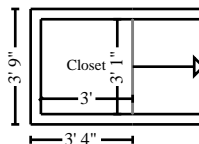
## ProStar Adjusting, LLC

PO BOX 2649  
Wylie, TX 75098  
T: 866-620-0994  
F: 888-493-5175

### CONTINUED - Stairs

DESCRIPTION	QTY
407. R&R Blown-in insulation - 10" depth - R26	43.71 SF
408. R&R Batt insulation - 4" - R11- unfaced batt	275.63 SF
409. R&R Baseboard - 4 1/4"	31.62 LF
410. R&R Handrail - round / oval - softwood - wall mounted	19.25 LF
411. R&R Vinyl plank flooring	72.11 SF
412. Seal the walls and ceiling w/latex based stain blocker - one coat	358.43 SF
413. Texture drywall - machine	358.43 SF
414. Paint the walls and ceiling - two coats	358.43 SF
415. Paint baseboard - two coats	31.62 LF
416. Paint door slab only - 2 coats (per side)	6.00 EA
417. Paint door/window trim & jamb - 2 coats (per side)	6.00 EA
418. Seal & paint handrail - wall mounted	19.25 LF
419. Smoke detector	1.00 EA
420. R&R Heat/AC register - Mechanically attached	1.00 EA
421. R&R Light fixture	2.00 EA
422. Final cleaning - construction - Residential	72.11 SF

NOTES:



### Closet

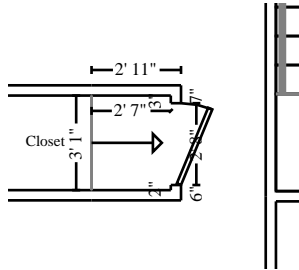
Height: 5' 1"

46.51 SF Walls	9.20 SF Ceiling
55.71 SF Walls & Ceiling	9.20 SF Floor
1.02 SY Flooring	9.05 LF Floor Perimeter
12.13 LF Ceil. Perimeter	



## ProStar Adjusting, LLC

PO BOX 2649  
Wylie, TX 75098  
T: 866-620-0994  
F: 888-493-5175



### Subroom: Room2 (1)

Height: Sloped

37.42 SF Walls  
48.69 SF Walls & Ceiling  
0.89 SY Flooring  
13.47 LF Ceil. Perimeter

11.26 SF Ceiling  
7.97 SF Floor  
5.58 LF Floor Perimeter

Door

2' 8" X 6' 8"

Opens into Exterior

Missing Wall

3' 1" X 5' 1"

Opens into CLOSET

### DESCRIPTION

### QTY

423. Clean floor or roof joist system	20.46 SF
424. Clean stud wall	83.93 SF
425. Clean concrete the floor	17.16 SF
426. Seal floor or ceiling joist system (shellac)	20.46 SF
427. Seal stud wall for odor control (shellac)	83.93 SF
428. R&R 1/2" drywall - hung, taped, floated, ready for paint	104.40 SF
429. R&R Interior door unit	1.00 EA
430. Door dummy knob - interior	1.00 EA
431. R&R Baseboard - 4 1/4"	14.63 LF
432. R&R Vinyl plank flooring	17.16 SF
433. Seal the walls and ceiling w/latex based stain blocker - one coat	104.40 SF
434. Texture drywall - machine	104.40 SF
435. Paint the walls and ceiling - two coats	104.40 SF
436. Paint baseboard - two coats	14.63 LF
437. Paint door slab only - 2 coats (per side)	1.00 EA
438. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA
439. Final cleaning - construction - Residential	17.16 SF

NOTES:

### Community Center

### DESCRIPTION

### QTY

17009811

12/11/2017

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## ProStar Adjusting, LLC

PO BOX 2649  
Wylie, TX 75098  
T: 866-620-0994  
F: 888-493-5175

### CONTINUED - Community Center

DESCRIPTION	QTY
440. Clean with pressure/chemical spray	7992.00 SF

NOTES:

### General

DESCRIPTION	QTY
441. Dumpster load - Approx. 40 yards, 7-8 tons of debris	2.00 EA

NOTES:

### Grand Total Areas:

2,573.34	SF Walls	844.93	SF Ceiling	3,418.26	SF Walls and Ceiling
870.02	SF Floor	96.67	SY Flooring	361.39	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	424.97	LF Ceil. Perimeter
870.02	Floor Area	954.91	Total Area	2,164.83	Interior Wall Area
1,713.11	Exterior Wall Area	237.04	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

# Limited Asbestos and Lead-Containing Paint Survey Report

**ALAZAN APACHE COURTS  
1112 VERA CRUZ  
SAN ANTONIO, TEXAS**

November 16, 2020  
Terracon Project No. 90177700



**Prepared for:**  
San Antonio Housing Authority  
San Antonio, Texas

**Prepared by:**  
Terracon Consultants, Inc.  
San Antonio, Texas

6911 Blanco Road (210) 641-2112  
San Antonio, TX 78216 [terracon.com](http://terracon.com)

# Terracon

Environmental



Facilities



Geotechnical



Materials

November 16, 2020



San Antonio Housing Authority (SAHA)  
818 S. Flores  
San Antonio, Texas 78204

Attention: Mrs. Patti Keller, CTP

Telephone: (210) 477-6170  
Fax: (210) 477-6167  
E-mail: patti\_keller@saha.org

Re: Limited Asbestos & Lead-Containing Paint Survey Report  
Alazan Apache Courts  
1112 Vera Cruz  
San Antonio, Texas 78207  
Terracon Project No. 90177700

Dear Mrs. Keller:

The purpose of this report is to present the results of the limited asbestos and lead based paint survey performed on October 16, 2020 at the above referenced site in San Antonio, Texas. This survey was conducted in general accordance with Terracon Proposal No. P90177700R dated October 12, 2020. We understand the purpose of this survey was requested to provide information prior to renovation activities.

**No asbestos-containing materials were identified.**

**Two (2) of the five (5) paint coatings sampled were found to be Lead-Containing Paint. Please refer to the attached report for details.**

Terracon appreciates the opportunity to provide this service to San Antonio Housing Authority. If you have any questions regarding this report, please contact the undersigned at (210) 641-2112.

Sincerely,  
**Terracon Consultants, Inc.**

*Inspected By:*

A blue ink signature of Carlos Campos, written in a cursive style.

Carlos Campos  
TDSHS Asbestos Inspector  
License No. 60-3746  
TDSHS Lead Risk Assessor  
Certificate No. 2071187

*Reviewed By:*

A blue ink signature of Richard Ian Howes, written in a cursive style.

Richard Ian Howes  
TDSHS Asbestos Consultant  
License No. 10-5406  
TDSHS Lead Inspector/Project Designer  
Certificate No. 2060584/2090034

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**APPENDIX A ASBESTOS SURVEY SAMPLE SUMMARY**

**APPENDIX B ASBESTOS LABORATORY ANALYTICAL REPORT**

**APPENDIX C LEAD CONTAINING PAINT SAMPLE SUMMARY**

**APPENDIX D LEAD LABORATORY ANALYTICAL REPORT**

**APPENDIX E LEAD BASED PAINT XRF ANALYTICAL REPORT**

**APPENDIX F XRF PERFORMANCE CHARACTERISTIC SHEET**

**APPENDIX G LICENSES AND CERTIFICATIONS**

**APPENDIX H SAMPLE LOCATION MAP**

**ASBESTOS AND  
LEAD-CONTAINING PAINT SURVEY REPORT  
ALAZAN APACHE COURTS  
1112 VERA CRUZ  
SAN ANTONIO, TEXAS  
Terracon Project No. 90177700  
November 16, 2020**

## **1.0 INTRODUCTION**

Terracon conducted an asbestos-containing materials (ACM) survey and lead-containing paint (LCP) sampling of Unit 1112 located at 1112 Vera Cruz in San Antonio, Texas. The survey was conducted on October 16, 2020, by Texas Department of State Health Services (TDSHS) licensed and Environmental Protection Agency (EPA) accredited Asbestos Inspectors and an accredited Lead Risk Assessor in general accordance with our proposal dated October 12, 2020.

Interior and exterior (excluding roof) building components were surveyed and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. Although reasonable effort was made to survey accessible suspect materials, additional suspect but un-sampled materials could be located in walls, in voids or in other concealed areas. Suspect ACM samples were collected in general accordance with the sampling protocols outlined in Environmental Protection Agency (EPA) regulation 40 CFR 763, The Asbestos Hazard Emergency Response Act (AHERA). Samples were delivered to a National Voluntary Laboratory Accreditation Program (NVLAP) accredited and Texas Department of State Health Services (TDSHS) licensed laboratory for analysis by Polarized Light Microscopy (PLM) protocol.

The lead-containing paint sampling was conducted in general accordance with Texas Environmental Lead Reduction Rules (TELRR) and was intended to identify and assess the lead content of the materials which might be disturbed in the planned demolition activities. An X-ray fluorescence (XRF) type analyzer was used to obtain direct readouts of lead content in coated surfaces associated with the building. XRF values are read and recorded in the field. Where XRF analyses resulted in readings below the standard set by TDSHS, EPA and HUD of 1.0 mg/cm<sup>2</sup>, or exceptionally high concentrations of lead, the sample team randomly selected locations for collection of paint chip samples for laboratory confirmation. Samples of suspect LCP were delivered to an American Industrial Hygiene Association (AIHA) accredited laboratory for analysis utilizing Atomic Absorption Spectrometry (AAS Flame) methodology.

### **1.1 Project Objective**

We understand that this survey was requested to identify and quantify asbestos-containing materials and lead-containing paint/coatings prior to renovation activities. The Texas Asbestos Health Protection Rules (TAHPR) and EPA regulation 40 CFR 61, Subpart M, The National

Emission Standards for Hazardous Air Pollutants (NESHAP) requires that an asbestos survey be performed prior to renovation or demolition activities.

The Texas Department of State Health Services (TDSHS) regulates asbestos-related activities in the State of Texas. The TDSHS Texas Asbestos Health Protection Rules (TAHPR) require that a licensed Asbestos Inspector conduct an asbestos survey which conforms to generally accepted industry standards such as the protocol specified in 40 CFR Part 763.85, commonly referred to as the Asbestos Hazard Emergency Response Act (AHERA) that applies to schools. Other factors are taken into consideration when determining the best method to determine the location, extent and condition of Asbestos-Containing Materials (ACMs) in a non-school building.

EPA regulation 40 CFR 61, Subpart M, National Emission Standards for Hazardous Air Pollutants (NESHAP), prohibits the release of asbestos fibers to the atmosphere during renovation or demolition activities. The asbestos NESHAP, which is enforced by the TDSHS, requires that prior to the commencement of demolition or renovation, that the facility or part of the facility affected be thoroughly inspected for the presence of both Friable (Regulated Asbestos-Containing Building Materials), and Non-Friable (Category I & II Asbestos-Containing Materials). The Occupational Health and Safety Administration (OSHA) has promulgated a worker protection standard for the disturbance of asbestos during renovation and demolition projects.

The Department of Housing and Urban Development (HUD) guidelines consider a lead content equal to or greater than 5,000 parts per million (PPM) to be the level at which paint is considered to be "lead-based" and at which point a potential hazard exists. The Occupational Safety and Health Administration (OSHA) considers paint containing any level of lead above the analytical method detection limit a potential hazard which should be communicated to any employees or contractors who may disturb the materials in the course of their assigned work.

OSHA recognizes that HUD and the EPA find XRF analyzers acceptable for analyzing lead in paint at their clearance level of 1.0 mg/cm<sup>2</sup>. They also recognize that some instruments can measure accurately at substantially lower levels. However, please be aware that while XRF analyzers may be an acceptable method of analysis for meeting HUD/EPA requirements, OSHA's concerns are different from those of HUD and EPA.

OSHA does not consider any method that relies solely on the analysis of bulk materials or surface content of lead (or other toxic material) to be acceptable for safely predicting employee exposure to airborne contaminants. Without air monitoring results or without the benefit of historical or objective data (including air sampling which clearly demonstrates that the employee cannot be exposed above the action level during any process, operation, or activity) the analysis of bulk or surface samples cannot be used to determine employee airborne exposure.

## **2.0 BUILDING DESCRIPTION**

Unit 1112 is a two-story metal frame structure atop a concrete slab-on-grade foundation. The roof is a sloped metal roof system. Interior walls and ceilings consisted of drywall construction with a painted and textured finish. The floors were finished with vinyl floor tile and grouted ceramic tile. The apartment unit appeared to have window mounted air conditioning units at one time; however, the air conditioning units were removed prior to the survey. The unit has suffered fire damage and will be extensively renovated.

## **3.0 FIELD ACTIVITIES**

The survey was conducted by Mr. Carlos Campos; a TDSHS licensed and EPA accredited Asbestos Inspector and Accredited Lead Risk Assessor. Copies of Mr. Campos' licenses are attached as Appendix G. The asbestos survey was conducted in general accordance with the sample collection protocols established in the TAHPR and/or EPA regulation 40 CFR 763, the Asbestos Hazard Emergency Response Act (AHERA). The lead testing was conducted in general accordance with Texas Environmental Lead Reduction Rules (TELRR). A summary of survey activities is provided below.

### **3.1 Visual Assessment**

Our survey activities began with a visual observation of the interior and exterior (excluding roof) areas of the building to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color, texture and date of application. Interior and exterior assessment was conducted throughout visually accessible areas of the building. Building materials identified as concrete, glass, wood, masonry, metal or rubber were not considered suspect ACM.

Suspect materials located within wall cavities were not sampled in order to prevent excessive damage to the material. Suspect materials, such as vermiculite fill, mastic or other materials (i.e. overspray texturizers) which were not accessible on the day of the survey should be sampled prior to demolition or renovation activities if the activities will disturb the materials.

Terracon visually assessed interior and exterior areas of the building to identify painted/coated surfaces with suspect LCP. Painted/coated surfaces which appear similar throughout in terms of color, texture, substrate and date of application are treated as a homogeneous paint combination for paint chip collection purposes. Painted/coated surfaces were visually assessed for evidence of distress, flaking, chipping and/or peeling. The visual assessment included evaluating the condition of the building, condition of painted surfaces, dust accumulation in interior spaces, and painted components at impact or friction surfaces. The information gathered in the visual assessment was utilized in determining the collection points of LCP samples collected.

The LCP sampling was limited to readily observable and accessible surfaces. It should be noted that suspect lead-containing paint (LCP), other than those identified during the sampling, may exist within the building and/or on the building exterior. Materials which have not been specifically evaluated should be tested prior to disturbance of the material. If suspect LCP is identified during the demolition process, those materials should be assumed LCP until testing can be performed to determine if lead is present in the paint.

### **3.2 Physical Assessment**

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

A physical assessment of each painted/coated surface was conducted to assess its condition. The painted/coated surfaces were assessed to be in good, fair or poor condition depending on degree of cracking, flaking, chipping and/or peeling.

### **3.3 Sample Collection**

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with AHERA and TAHPA sampling protocols. Random samples of suspect materials were collected in each homogeneous area. The sample team members collected bulk samples using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

Twenty-seven (27) bulk samples were collected from seven (7) homogeneous areas of suspect ACM. A summary of suspect ACM samples collected during the survey is included as Appendix A.

Fourteen (14) XRF readings were collected along with twelve (12) calibration readings as part of this study. Where XRF analyses resulted in readings below the standard set by TDSHS, EPA and HUD of 1.0 mg/cm<sup>2</sup>, or exceptionally high concentrations of lead, the sample team randomly selected locations for collection of paint chip samples for laboratory confirmation.

Five (5) chip samples of suspect paint materials were collected in general accordance with TELRR and HUD Guidelines. Each chip sample was placed in a sealable container and labeled with a unique sample number using an indelible marker. A summary of the suspect lead-containing samples collected during the survey is included as Appendix C.

### **3.4 Sample Analysis**

Bulk suspect asbestos samples were submitted under chain of custody to Moody Labs of Farmers Branch, Texas for analysis by PLM with dispersion staining techniques per EPA's Method for the

Determination of Asbestos in Bulk Building Materials (600/R-93-116). The percentage of asbestos, where applicable, was determined by microscopy visual estimation. Moody Labs is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP Accreditation No. 102056-0) and licensed by the TDSHS (License Number 30-0084). Reports of laboratory analysis of all suspect asbestos samples collected, and sample chain-of-custody documentation are included in Appendix B.

Bulk samples of the suspect lead-containing paint materials collected during the survey were analyzed by Environmental Hazards Services (EHS), L.L.C., an American Industrial Hygiene Association (AIHA) accredited laboratory utilizing Atomic Absorption Spectrometry (AAS Flame) methodology. Reports of laboratory analysis of the suspect lead-containing paint samples collected, and sample chain-of-custody documentation are included in Appendix D.

### **3.5 LBP Methodology and Analysis**

A Heuresis Pb200i XRF instrument was used to determine whether surface coatings contained lead-based paint. The building was evaluated to identify different testing combinations present. For the purposes of this survey and in the absence of published guidelines for testing commercial buildings, Terracon generally observed HUD Guidelines for testing housing; per these guidelines, individual tests are to be classified as part of a group based on the testing combination (room equivalent, component, and substrate). Substrates are classified as brick, masonry, concrete, drywall, metal, plaster, or wood. A component is defined as an item, such as doors, windows, walls, etc. When using testing combinations, LBP results are classified by summing the individual component test results of positive, negative, or inconclusive.

For more detailed information, including testing location, component, color, and substrate, refer to the XRF testing results contained in Appendix E.

No materials were assumed to be LBP. Any inaccessible areas that contain painted surfaces should be tested when access permits or should be assumed to be positive for LBP.

### **3.6 LBP Wall and Component Identification System**

Wall sides were identified with letters A, B, C and D. Side A is the north side. Sides B, C, and D are identified clockwise, starting from the "3 o'clock" position from Side A as one faces north; thus, Side B is to the right, Side C is across from Side A, and Side D is to the left of Side A.

### **3.7 XRF Instrumentation**

The Heuresis Pb200i XRF instrument (Serial No. 1570; Reference Date: June 15, 2017) was used in the testing for lead based paint for this project. During the inspection, the standard set by TDSHS, EPA and HUD of 1.0 mg/cm<sup>2</sup> was followed to determine the components that contained LBP.

The calibration of the Heuresis Pb200i XRF instrument was done in accordance with the Performance Characteristic Sheet (PCS). The Heuresis Pb200i XRF instrument was calibrated using the paint film nearest 1.0 mg/cm<sup>2</sup> in the NIST Standard Reference Material (SRM).

Using protocols provided by HUD and the instrument manufacturer and in accordance with NIST reference standard, calibration checks are performed at least twice daily, once prior to the inspection and once immediately after the inspection and every four hours in-between. If for any reason the Heuresis Pbi200 XRF instrument is not maintaining a consistent calibration reading within the manufacturer's standards for performance on the calibration sheet supplied by the manufacturer, manufacturer's recommendations are used to bring the instrument into calibration. If the instrument cannot be brought back into calibration, the instrument will be returned to the manufacturer for repair and/or re-calibration. The PCS is located in Appendix F.

An XRF reading above the standard of 1.0 mg/cm<sup>2</sup> of lead is considered positive for the presence of lead-based paint; however, while a reading below 1.0 mg/cm<sup>2</sup> is considered negative for the presence of lead-based paint, disturbance of the material could still create harmful conditions if proper precautions are not taken during activities that disturb these paint combinations

## **4.0 REGULATORY OVERVIEW**

The State of Texas has established the Texas Asbestos Health Protection Rules (TAHPR) which requires any asbestos-related activity to be performed by an individual licensed by the State of Texas, through the TDSHS. An asbestos related activity consists of the disturbance (whether intentional or unintentional), removal, encapsulation, or enclosure of asbestos, including preparations or final clearance, the performance of asbestos surveys, the development of management plans and response actions, asbestos project design, the collection or analysis of asbestos samples, monitoring for airborne asbestos, bidding for a contract for any of these activities, or any other activity required to be licensed under TAHPR.

Abatement must be performed by a State of Texas licensed asbestos abatement contractor in accordance with a project design prepared by a State of Texas licensed asbestos consultant. In addition, third party air monitoring must be conducted during the abatement activities.

The asbestos NESHAP (40 CFR Part 61 Subpart M) regulates asbestos fiber emission and asbestos waste disposal practices. It also requires the identification and classification of existing building materials prior to demolition or renovation activity. Under NESHAP, asbestos containing building materials are classified as either friable, Category I non-friable or Category II non-friable ACM. Friable materials are those that, when dry, may be crumbled, pulverized or reduced to powder by hand pressure. Category I non-friable ACM includes packing, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos. Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Friable ACM, Category I and II non-friable ACM in poor condition and has become friable or which will be subject to drilling, sanding, grinding, cutting, or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM). RACM must be removed prior to renovation or demolition activities.

The TAHPR and NESHAP require that written notification be submitted before beginning renovation or demolition projects which include the disturbance of any asbestos-containing material (ACM) in a building or facility, or before the demolition of a building or facility, even when no asbestos is present. This written notification must be provided to the TDSHS at least 10 working days prior to the commencement of asbestos abatement or demolition activities. Removal of RACM must be conducted by a State of Texas licensed asbestos contractor. In addition, third party air monitoring must be performed during the abatement.

The OSHA Asbestos standard for the construction industry (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc).

The OSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work. States that administer their own federally approved state OSHA programs may require other precautions.

The State of Texas has established the Texas Environmental Lead Reduction Rules (TELRR) Texas Administrative Code (TAC), Title 25, Part 1, Chapter I, Subchapter 295 to establish the means to control and minimize public exposure to lead by regulating lead-based paint activities in target housing and child-occupied facilities. The TELRR contains procedures and requirements for the accreditation of lead training providers, procedures and requirements for the certification of individuals and firms engaged in lead-based paint activities and standards for performing such activities in target housing and child-occupied facilities. The TELRR requires that all lead-based paint activities in target housing and child-occupied facilities be performed by certified individuals. Regulatory agencies (HUD, TDSHS) have defined LBP as a paint or other surface coating that contain equal to or greater than  $\geq 5,000$  parts per million (ppm) of lead or more than 0.5% of lead by weight for buildings that meet the definition of target housing.

OSHA does not define the amount of lead in paint that constitutes LBP. The OSHA lead standard for construction (29 Code of Federal Regulations (CFR) 1926.62) applies to construction work where an employee may be occupationally exposed to lead. All work related to construction, alteration, or repair (including painting and decorating) is included. The lead standard applies to any detectable concentration of lead in paint, as even small concentrations of lead can result in unacceptable employee exposures depending upon on the method of removal and other workplace conditions. Under this standard, construction includes, but is not limited to, the following:

- Demolition or salvage of structures where lead or materials containing lead are present
- Removal or encapsulation of materials containing lead
- New construction, alteration, repair, or renovation of structures, substrates, or portions containing lead, or materials containing lead
- Installation of products containing lead
- Lead contamination/emergency clean-up
- Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed
- Maintenance operations associated with construction activities described above

Employers must assure that no employee will be exposed to lead at concentrations greater than the permissible exposure limit (PEL) of 50 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) as an 8-hour time-weighted average (8-hr TWA). The OSHA standard also establishes an action level (AL) of 30  $\mu\text{g}/\text{m}^3$ , which if exceeded, triggers certain requirements, including periodic exposure monitoring and medical monitoring. The standard requires initial monitoring to evaluate employee exposures. If results are below the AL, no further action is required. If results exceed the AL, exposure monitoring must be repeated every six months, a medical surveillance program must be instituted, and employees must be provided with training about lead. If results exceed the PEL, additional requirements are triggered.

## 5.0 FINDINGS AND RECOMMENDATIONS

**Terracon collected twenty-seven (27) samples from seven (7) homogeneous areas of suspect ACM; no asbestos was detected in the materials sampled.**

It should be noted that suspect materials, other than those identified during the October 16, 2020, survey may exist within the residential structure. Should suspect materials other than those which were identified during this survey be uncovered prior to or during the demolition process, those materials should be assumed asbestos-containing until sampling and analysis can confirm or deny their asbestos content.

Laboratory analytical reports are included in Appendix B.

**Two (2) of the five (5) paint/coating materials bulk sampled and analyzed as part of this survey were found to contain lead in a concentration exceeding the detection limit, but less than 5,000 PPM which would render the material “Lead-Containing Paint” and be considered a potential hazard by OSHA.**

- A-L01 – The light blue paint material applied to the Roof Deck on 1<sup>st</sup> Floor was found to contain 2,200 ppm lead. Where observed, this material was found to be deteriorated condition.
- A-L03 – The light blue paint material applied to the exterior walls and columns (above 4')

of Unit 1112 was found to contain 590 ppm lead. Where observed, this material was found to be in intact condition.

**Three (3) of the five (5) paint/coating materials sampled and analyzed as part of this survey were found to contain lead in a concentration below the detection limit and would be considered by OSHA to present no workforce hazard**

- A-L02 – The off-white paint material applied to the walls, ceilings, doors and frames, and baseboards throughout Unit 1112 was found to contain <47 ppm lead. Where observed, this material was found to be in deteriorated condition.
- A-L04 – The orange paint material applied to the exterior walls and columns (below 4') of Unit 1112 was found to contain <46 ppm lead. Where observed, this material was found to be in intact condition.
- A-L05 – The red paint material applied to the exterior doors and frames of Unit 1112 was found to contain <41 ppm lead. Where observed, this material was found to be in intact condition.

Laboratory analytical reports are included in Appendix C. The XRF testing results are contained in Appendix E.

It appears the Client will be renovating the unit after a small fire and it is recommended the lead-containing paint materials, which will remain in the building, be managed in place. It is recommended that this in-place management should include such operations as removing or stabilizing any damaged materials, protecting the remaining lead-containing paint materials from further damage, and developing a plan to periodically monitor the condition of the lead-based/lead-containing paint materials. Notification of the presence of the materials should also be made to employees and outside contractors so that they do not inadvertently disturb the remaining paint materials.

Any project which would disturb the lead-containing materials within the facility is to be conducted, it is recommended that contracting personnel who may disturb the lead-based/lead-containing paint materials within the facility be made aware of the lead content in the materials so that they may exercise proper OSHA procedures for personnel protection or possibly employ protective procedures when working with the coatings.

Planned renovation/demolition activities impacting those materials determined to contain measurable concentrations of lead will be subject to OSHA regulations (29 CFR 1926.62 – Lead Exposure in Construction). The OSHA regulation defines specific training requirements, engineering controls and working practices for construction personnel subject to this standard. There are also federal and state regulations, which require characterization of demolition debris to determine the proper disposal procedures.

Construction work covered by 29 CFR 1926.62 includes any repair, renovation, or other activities that disturb in-place, lead-containing materials, but does not include routine cleaning and repainting where there is insignificant damage, wear, or corrosion of existing lead-containing coatings or substrates. Employers must assure that no employee will be exposed to lead at concentrations greater than the PEL of 50 micrograms per cubic meter ( $\text{mg}/\text{m}^3$ ) averaged over an eight-hour period without adequate protection. The OSHA standard also establishes an action level of  $30 \text{ mg}/\text{m}^3$ , which if exceeded, triggers certain requirements, including periodic exposure monitoring and medical monitoring.

Compliance with applicable OSHA lead regulations is the responsibility of the contractor performing the work and it is recommended that they be required to communicate potential lead hazards to their workforce and utilize lead-safe work practices such as outlined in the EPA Renovation, Repair, and Painting (RRP) Final Rule (40 CFR 745) or applicable portions of the Structural Steel Painting Council (SSPC) Guidelines. It is further recommended that activities such as flame/torch dismantling, dry sanding and/or dry grinding of any components with lead-containing materials applied should be prohibited as part of any repair, renovation or demolition activity.

It is recommended that any painted metal components which are to be removed from the building be segregated from the waste stream and be transferred to a suitable metal recycling facility. As this building does not appear to contain lead-based paint materials, TDSHS lead regulations do not apply to removal operations associated with the building, however, it is recommended that they be consulted as a general guideline for employee/worker protection and that OSHA notification be made to all employees or contractors working on demolition projects associated with the building.

The EPA Resource Conservation and Recovery Act (RCRA) regulations set the limit of leachable lead in lead containing waste at 5.0 milligrams per liter ( $\text{mg}/\text{L}$ ). Leachable lead means the amount of lead likely to leach from the waste into the surrounding soil of a landfill. This level is established by an analytical method called the Toxicity Characteristic Leaching Procedure (TCLP). Lead-containing waste that equals or exceeds the RCRA limit must be managed in accordance with RCRA regulations. This regulation affects the disposal of demolition or remodel debris containing lead or lead based paint.

It is recommended that a TCLP sample of the anticipated waste stream to remain following asbestos abatement be collected and analyzed in order to determine if any disposal issues exist which could be mitigated prior to the demolition and comingling of the remaining building components. Segregation of the exterior components with lead-based paint coatings could prove more economical if the entire waste stream sample indicates the waste stream exhibits levels of lead above 5.0 milligrams per liter ( $\text{mg}/\text{L}$ ).

## **6.0 GENERAL COMMENTS**

This asbestos survey and lead-containing paint sampling was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the building. The information contained in this report is relevant to the date on which this survey was performed and should not be relied upon to represent conditions at a later date.

This report has been prepared on behalf of and exclusively for use by the San Antonio Housing Authority for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

**APPENDIX A**

**ASBESTOS SURVEY SAMPLE SUMMARY**

**APPENDIX A**  
**ASBESTOS SURVEY SAMPLE SUMMARY**  
**ALAZAN APACHE COURTS**  
**1112 VERA CRUZ**  
**SAN ANTONIO, TEXAS**  
**Terracon Project No. 90177700**

<b>SAMPLE NUMBER</b>	<b>MATERIAL DESCRIPTION</b>	<b>HOMOGENEOUS AREA</b>	<b>SAMPLE LOCATION</b>	<b>LAB RESULTS</b>
A-01	Drywall Construction – Off-White with Orange Peel Texture	Utilized on the walls and ceilings throughout the Unit	Mud Room – Southeast	No Asbestos Detected
A-02	Drywall Construction – Off-White with Orange Peel Texture	Utilized on the walls and ceilings throughout the Unit	Living Room Closet – Northwest	No Asbestos Detected
A-03	Drywall Construction – Off-White with Orange Peel Texture	Utilized on the walls and ceilings throughout the Unit	Living Room – Northeast	No Asbestos Detected
A-04	Drywall Construction – Off-White with Orange Peel Texture	Utilized on the walls and ceilings throughout the Unit	Living Room – Northwest	No Asbestos Detected
A-05	Drywall Construction – Off-White with Orange Peel Texture	Utilized on the walls and ceilings throughout the Unit	Room 3 – Northeast	No Asbestos Detected
A-06	Drywall Construction – Off-White with Orange Peel Texture	Utilized on the walls and ceilings throughout the Unit	Room 1 – Southeast	No Asbestos Detected
A-07	Drywall Construction – Off-White with Orange Peel Texture	Utilized on the walls and ceilings throughout the Unit	Room 2 – Northeast	No Asbestos Detected
A-08	Vinyl Floor Tile – Brown with Wood Pattern with Yellow Mastic over Resilient Floor Tile – White with Black Mastic	Utilized on the majority of floors throughout the Unit	Living Room – South	No Asbestos Detected
A-09	Vinyl Floor Tile – Brown with Wood Pattern with Yellow Mastic over Resilient Floor Tile – White with Black Mastic	Utilized on the majority of floors throughout the Unit	Living Room – North	No Asbestos Detected

**APPENDIX A**  
**ASBESTOS SURVEY SAMPLE SUMMARY**  
**ALAZAN APACHE COURTS**  
**1112 VERA CRUZ**  
**SAN ANTONIO, TEXAS**  
**Terracon Project No. 90177700**

SAMPLE NUMBER	MATERIAL DESCRIPTION	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
A-10	Vinyl Floor Tile – Brown with Wood Pattern with Yellow Mastic over Resilient Floor Tile – White with Black Mastic	Utilized on the majority of floors throughout the Unit	Room 1 Closet – Northwest	No Asbestos Detected
A-11	Sink Undercoating – Gray	Utilized beneath the sink in the Kitchen	Kitchen – Sink	No Asbestos Detected
A-12	Sink Undercoating – Gray	Utilized beneath the sink in the Kitchen	Kitchen – Sink	No Asbestos Detected
A-13	Sink Undercoating – Gray	Utilized beneath the sink in the Kitchen	Kitchen – Sink	No Asbestos Detected
A-14	Ceramic Tile Grout – Gray	Utilized between ceramic tile floor in Kitchen, Restroom, and small portions of Front Entrance and Back Exit	Kitchen – Southeast	No Asbestos Detected
A-15	Ceramic Tile Grout – Gray	Utilized between ceramic tile floor in Kitchen, Restroom, and small portions of Front Entrance and Back Exit	Kitchen – Southeast	No Asbestos Detected
A-16	Ceramic Tile Grout – Gray	Utilized between ceramic tile floor in Kitchen, Restroom, and small portions of Front Entrance and Back Exit	Kitchen – Southeast	No Asbestos Detected
A-17	Ceramic Tile Mortar – Gray	Utilized beneath ceramic tile floor in Kitchen, Restroom, and small portions of Front Entrance and Back Exit	Kitchen – Southeast	No Asbestos Detected
A-18	Ceramic Tile Mortar – Gray	Utilized beneath ceramic tile floor in Kitchen, Restroom, and small portions of Front Entrance and Back Exit	Kitchen – Southeast	No Asbestos Detected

**APPENDIX A**  
**ASBESTOS SURVEY SAMPLE SUMMARY**  
**ALAZAN APACHE COURTS**  
**1112 VERA CRUZ**  
**SAN ANTONIO, TEXAS**  
**Terracon Project No. 90177700**

SAMPLE NUMBER	MATERIAL DESCRIPTION	HOMOGENEOUS AREA	SAMPLE LOCATION	LAB RESULTS
A-19	Ceramic Tile Mortar – Gray	Utilized beneath ceramic tile floor in Kitchen, Restroom, and small portions of Front Entrance and Back Exit	Kitchen – Southeast	No Asbestos Detected
A-20	Stair Tread Mastic - Yellow	Utilized on stairs of Staircase	Staircase – North	No Asbestos Detected
A-21	Stair Tread Mastic - Yellow	Utilized on stairs of Staircase	Staircase – Central	No Asbestos Detected
A-22	Stair Tread Mastic - Yellow	Utilized on stairs of Staircase	Staircase – South	No Asbestos Detected
A-23	Plaster – Blue and Orange	Utilized on exterior walls of Unit	Exterior – Northwest	No Asbestos Detected
A-24	Plaster – Blue and Orange	Utilized on exterior walls of Unit	Exterior – Northeast	No Asbestos Detected
A-25	Plaster – Blue and Orange	Utilized on exterior walls of Unit	Exterior – East	No Asbestos Detected
A-26	Plaster – Blue and Orange	Utilized on exterior walls of Unit	Exterior – Southeast	No Asbestos Detected
A-27	Plaster – Blue and Orange	Utilized on exterior walls of Unit	Exterior – Southwest	No Asbestos Detected

**APPENDIX B**

**ASBESTOS LABORATORY ANALYTICAL REPORT**



## PLM Summary Report

2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

Client : Terracon - San Antonio  
Project : Alazan Apache Courts, 1112 Vera Cruz  
Project # : 90177700  
Identification : Asbestos, Bulk Sample Analysis  
Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)  
EPA Method 600 / R-93 / 116

Lab Job No. : 20B-11152  
Report Date : 10/23/2020  
Sample Date : 10/16/2020

Page 1 of 3

On 10/20/2020, twenty seven (27) bulk material samples were submitted by Carlos Campos of Terracon - San Antonio for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
A-01	Drywall Construction	No Drywall Material None Detected - Old Texture None Detected - New Texture
A-02	Drywall Construction	None Detected - Drywall Material None Detected - Joint Compound None Detected - Textures
A-03	Drywall Construction	None Detected - Drywall Material None Detected - Joint Compound None Detected - Textures
A-04	Drywall Construction	None Detected - Drywall Material None Detected - Joint Compound None Detected - Textures
A-05	Drywall Construction	None Detected - Drywall Material None Detected - Joint Compound None Detected - Textures
A-06	Drywall Construction	None Detected - Drywall Material None Detected - Joint Compound None Detected - Textures
A-07	Drywall Construction	None Detected - Drywall Material None Detected - Joint Compound None Detected - Textures
A-08	Vinyl Floor Tile over Resilient Floor Tile (2 Layers)	None Detected - Top Flooring None Detected - Yellow Mastic None Detected - Bottom Flooring None Detected - Black Mastic None Detected - Concrete



## PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

2051 Valley View Lane

Farmers Branch, TX 75234 Phone: (972) 241-8460

Client : Terracon - San Antonio

Lab Job No. : 20B-11152

Project : Alazan Apache Courts, 1112 Vera Cruz

Report Date : 10/23/2020

Project # : 90177700

Sample Date : 10/16/2020

Identification : Asbestos, Bulk Sample Analysis

Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)  
EPA Method 600 / R-93 / 116

Page 2 of 3

On 10/20/2020, twenty seven (27) bulk material samples were submitted by Carlos Campos of Terracon - San Antonio for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
A-09	Vinyl Floor Tile over Resilient Floor Tile (2 Layers)	None Detected - Carpet Pad None Detected - Yellow Mastic None Detected - Top Flooring None Detected - Yellow Mastic None Detected - Bottom Flooring None Detected - Black Mastic None Detected - Concrete
A-10	Vinyl Floor Tile over Resilient Floor Tile (2 Layers)	None Detected - Top Flooring None Detected - Yellow Mastic None Detected - Bottom Flooring None Detected - Black Mastic None Detected - Concrete
A-11	Sink Undercoating	None Detected - Sink Undercoating
A-12	Sink Undercoating	None Detected - Sink Undercoating
A-13	Sink Undercoating	None Detected - Sink Undercoating
A-14	Grout	None Detected - Grout None Detected - Mortar
A-15	Grout	None Detected - Grout
A-16	Grout	None Detected - Grout
A-17	Mortar	None Detected - Mortar
A-18	Mortar	None Detected - Mortar
A-19	Mortar	None Detected - Mortar
A-20	Stair Tread Mastic	None Detected - Cream Mastic None Detected - Yellow Mastic
A-21	Stair Tread Mastic	None Detected - Cream Mastic None Detected - Yellow Mastic
A-22	Stair Tread Mastic	None Detected - Cream Mastic None Detected - Yellow Mastic



## PLM Summary Report

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

2051 Valley View Lane

Farmers Branch, TX 75234 Phone: (972) 241-8460

Client : Terracon - San Antonio

Lab Job No. : 20B-11152

Project : Alazan Apache Courts, 1112 Vera Cruz

Report Date : 10/23/2020

Project # : 90177700

Sample Date : 10/16/2020

Identification : Asbestos, Bulk Sample Analysis

Test Method : Polarized Light Microscopy / Dispersion Staining (PLM/DS)  
EPA Method 600 / R-93 / 116

Page 3 of 3

On 10/20/2020, twenty seven (27) bulk material samples were submitted by Carlos Campos of Terracon - San Antonio for asbestos analysis by PLM/DS. The PLM Detail Report is attached; additional information may be found therein. The results are summarized below:

Sample Number	Client Sample Description / Location	Asbestos Content
A-23	Plaster	None Detected - Plaster
A-24	Plaster	None Detected - Plaster
A-25	Plaster	None Detected - Plaster
A-26	Plaster	None Detected - Plaster
A-27	Plaster	None Detected - Plaster

These samples were analyzed by layers. Quantification, unless otherwise noted, is performed by calibrated visual estimate. The test report shall not be reproduced, except in full, without written approval of the laboratory. The results relate only to the items tested. These test results do not imply endorsement by NVLAP or any agency of the U.S. Government. Accredited by the National Voluntary Laboratory Accreditation Program for Bulk Asbestos Fiber Analysis under Lab Code 102056-0.



Analyst(s): Nova Mahaffey

Lab Manager : Heather Lopez

Lab Director : Bruce Crabb

Approved Signatory : \_\_\_\_\_

Approved Signatory : \_\_\_\_\_

Thank you for choosing Moody Labs

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Moody Labs  
2051 Valley View Lane  
Farmers Branch, TX 75234 Phone: (972) 241-8460

**PLM Detail Report**  
**Supplement to PLM Summary Report**

NVLAP Lab Code 102056-0  
TDSHS License No. 30-0084

Client : Terracon - San Antonio  
Project : Alazan Apache Courts, 1112 Vera Cruz  
Project # : 90177700

Lab Job No. : 20B-11152  
Report Date : 10/23/2020

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
A-01	No Drywall Material	0%			10/23	NM
	Old Texture (Off-White)	20%	Calcite / Talc / Binders	100%		
	New Texture (White)	80%	Gypsum / Binders	100%		
A-02	Drywall Material (White)	10%	Glass Wool Fibers	2%	10/23	NM
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	50%	Cellulose Fibers	100%		
	Joint Compound (White)	20%	Calcite / Talc / Binders	100%		
	Textures (White)	20%	Calcite / Talc / Binders	100%		
A-03	Drywall Material (White)	30%	Glass Wool Fibers	2%	10/23	NM
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	30%	Cellulose Fibers	100%		
	Joint Compound (White)	20%	Calcite / Talc / Binders	100%		
	Textures (White)	20%	Calcite / Talc / Binders	100%		
A-04	Drywall Material (White)	25%	Glass Wool Fibers	2%	10/23	NM
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	25%	Cellulose Fibers	100%		
	Joint Compound (White)	25%	Calcite / Talc / Binders	100%		
	Textures (White)	25%	Calcite / Talc / Binders	100%		
A-05	Drywall Material (White)	10%	Glass Wool Fibers	2%	10/23	NM
			Gypsum / Binders	98%		
	DW Paper / Tape (Tan / White)	50%	Cellulose Fibers	100%		
	Joint Compound (White)	20%	Calcite / Talc / Binders	100%		
	Textures (White)	20%	Calcite / Talc / Binders	100%		
A-06	Drywall Material (White)	20%	Glass Wool Fibers	2%	10/23	NM
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	30%	Cellulose Fibers	100%		
	Joint Compound (White)	25%	Calcite / Talc / Binders	100%		
	Textures (White)	25%	Calcite / Talc / Binders	100%		

Moody Labs  
2051 Valley View Lane

Farmers Branch, TX 75234 Phone: (972) 241-8460

**PLM Detail Report**  
**Supplement to PLM Summary Report**

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

Client : Terracon - San Antonio

Project : Alazan Apache Courts, 1112 Vera Cruz

Project # : 90177700

Lab Job No. : 20B-11152

Report Date : 10/23/2020

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
A-07	Drywall Material (White)	40%	Glass Wool Fibers	2%	10/23	NM
			Cellulose Fibers	1%		
			Gypsum / Binders	97%		
	DW Paper / Tape (Tan / White)	30%	Cellulose Fibers	100%		
	Joint Compound (White)	15%	Calcite / Talc / Binders	100%		
	Textures (White)	15%	Calcite / Talc / Binders	100%		
A-08	Top Flooring (Brown)	45%	Calcite / Vinyl Binders	100%	10/23	NM
	Yellow Mastic (Yellow)	3%	Calcite	40%		
			Glue Binders	60%		
	Bottom Flooring (Off-White)	50%	Calcite / Vinyl Binders	100%		
	Black Mastic (Black)	2%	Tar Binders	100%		
	Concrete (Grey)	<1%	Aggregate	65%		
			Cement Binders	35%		
A-09	Carpet Pad (Black)	2%	Synthetic Foam	100%	10/23	NM
	Yellow Mastic (Yellow)	1%	Glue Binders	100%		
	Top Flooring (Brown)	42%	Calcite / Vinyl Binders	100%		
	Yellow Mastic (Yellow)	3%	Calcite	40%		
			Glue Binders	60%		
	Bottom Flooring (Off-White)	50%	Calcite / Vinyl Binders	100%		
	Black Mastic (Black)	2%	Tar Binders	100%		
	Concrete (Grey)	<1%	Aggregate	65%		
			Cement Binders	35%		
A-10	Top Flooring (Brown)	45%	Calcite / Vinyl Binders	100%	10/23	NM
	Yellow Mastic (Yellow)	3%	Calcite	40%		
			Glue Binders	60%		
	Bottom Flooring (Off-White)	50%	Calcite / Vinyl Binders	100%		
	Black Mastic (Black)	1%	Tar Binders	100%		
	Concrete (Grey)	1%	Aggregate	65%		
			Cement Binders	35%		

Moody Labs

2051 Valley View Lane

Farmers Branch, TX 75234 Phone: (972) 241-8460

**PLM Detail Report**  
**Supplement to PLM Summary Report**

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

Client : Terracon - San Antonio

Project : Alazan Apache Courts, 1112 Vera Cruz

Project # : 90177700

Lab Job No. : 20B-11152

Report Date : 10/23/2020

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Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
A-11	Sink Undercoating (Grey)	100%	Cellulose Fibers	2%	10/23	NM
			Calcite / Talc	58%		
			Binders / Fillers	40%		
A-12	Sink Undercoating (Grey)	100%	Cellulose Fibers	2%	10/23	NM
			Calcite / Talc	58%		
			Binders / Fillers	40%		
A-13	Sink Undercoating (Grey)	100%	Cellulose Fibers	2%	10/23	NM
			Calcite / Talc	58%		
			Binders / Fillers	40%		
A-14	Grout (Off-White)	90%	Synthetic Fibers	2%	10/23	NM
			Aggregate	63%		
			Cement Binders	35%		
	Mortar (Grey)	10%	Aggregate	65%		
			Cement Binders	35%		
A-15	Grout (Off-White)	100%	Synthetic Fibers	2%	10/23	NM
			Aggregate	63%		
			Cement Binders	35%		
A-16	Grout (Off-White)	100%	Synthetic Fibers	2%	10/23	NM
			Aggregate	63%		
			Cement Binders	35%		
A-17	Mortar (Grey)	100%	Aggregate	65%	10/23	NM
			Cement Binders	35%		
A-18	Mortar (Grey)	100%	Aggregate	65%	10/23	NM
			Cement Binders	35%		
A-19	Mortar (Grey)	100%	Aggregate	65%	10/23	NM
			Cement Binders	35%		
A-20	Cream Mastic (Cream)	90%	Calcite	50%	10/23	NM
			Glue Binders	50%		
	Yellow Mastic (Yellow)	10%	Glue Binders	100%		

Moody Labs

2051 Valley View Lane

Farmers Branch, TX 75234 Phone: (972) 241-8460

**PLM Detail Report**  
**Supplement to PLM Summary Report**

NVLAP Lab Code 102056-0

TDSHS License No. 30-0084

Client : Terracon - San Antonio

Lab Job No. : 20B-11152

Project : Alazan Apache Courts, 1112 Vera Cruz

Report Date : 10/23/2020

Project # : 90177700

Page 4 of 4

Sample Number	Layer	% Of Sample	Components	% of Layer	Analysis Date	Analyst
A-21	Cream Mastic (Cream)	95%	Calcite	50%	10/23	NM
			Glue Binders	50%		
	Yellow Mastic (Yellow)	5%	Glue Binders	100%		
A-22	Cream Mastic (Cream)	95%	Calcite	50%	10/23	NM
			Glue Binders	50%		
	Yellow Mastic (Yellow)	5%	Glue Binders	100%		
A-23	Plaster (Grey)	100%	Aggregate	65%	10/23	NM
			Calcite / Binders	35%		
A-24	Plaster (Grey)	100%	Aggregate	65%	10/23	NM
			Calcite / Binders	35%		
A-25	Plaster (Grey)	100%	Aggregate	65%	10/23	NM
			Calcite / Binders	35%		
A-26	Plaster (Grey)	100%	Aggregate	65%	10/23	NM
			Calcite / Binders	35%		
A-27	Plaster (Grey)	100%	Aggregate	65%	10/23	NM
			Calcite / Binders	35%		

2013 - 11152 PM - 27

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## BULK ASBESTOS CHAIN OF CUSTODY

LABORATORY INFORMATION	CLIENT INFORMATION
<b>Moody Labs</b>	<b>Terracon Consultants, Inc.</b>
2051 Valley View Ln Farmers Branch, Texas 75234	6911 Blanco Road San Antonio, Texas 78216
Phone: (972) 241-8460 Facsimile: (972) 241-8461	Phone: (210) 641-2112 Facsimile: (210) 641-2124

PROJECT INFORMATION	
<b>Contact Person:</b>	Carlos Campos
<b>Email Address:</b>	<a href="mailto:Carlos.Campos@terracon.com">Carlos.Campos@terracon.com</a> / <a href="mailto:Will.DeVeau@terracon.com">Will.DeVeau@terracon.com</a>
<b>Project Number:</b>	90177700
<b>Project Name:</b>	Alazan Apache Courts, 1112 Vera Cruz
<b>Sample Date:</b>	10/16/2020
<b>Total Samples:</b>	27
<b>Positive Stop:</b>	Y / <input checked="" type="radio"/> (N) (Circle One)


<b>Collected by:</b>	Carlos Campos
<b>TDSHS License No.</b>	60-3746

SAMPLE IDENTIFICATION	REQUESTED ANALYSIS	TURNAROUND TIME
A-01 - A-27	PLM	Immed 1d 2d <input checked="" type="radio"/> 3d 5d (Circle One)

<b>Released By:</b>		<b>Received By:</b>	
<b>Date:</b>	10/16/2020	<b>Date:</b>	10/20/20
<b>Time:</b>	1530	<b>Time:</b>	9:57 AM

**Terracon**  
*Moody Labs*

[illegible]

Released By:		Received By:	C. Wood
Date:	10/16/2020	Date:	10/20/20
Time:	1530	Time:	9:57 AM

**APPENDIX C**

**LEAD-CONTAINING PAINT SAMPLE SUMMARY**

**APPENDIX C**  
**LEAD-CONTAINING PAINT SAMPLE SUMMARY**  
**ALAZAN APACHE COURTS**  
**1112 VERA CRUZ**  
**SAN ANTONIO, TEXAS**  
**Terracon Project No. 901777000**

SAMPLE NO.	COMBINATION/ SUBSTRATE	FUNCTIONAL AREA	SAMPLE LOCATION	LEAD CONTENT
A-L01	Light Blue / Concrete	Applied to the Roof Deck on 1 <sup>st</sup> Floor	Living Room – Central	2,200 ppm
A-L02	Off-White / Drywall, Wood, Metal	Applied to the walls, doors and frames, and baseboards throughout Unit	Front Door – North	<47 ppm
A-L03	Light Blue / Plaster, Metal	Applied to the exterior walls and columns (above 4') of Unit	Front Porch Column – North	590 ppm
A-L04	Orange / Plaster, Concrete	Applied to the exterior walls and columns (below 4') of Unit	Front Porch Column – East	<46 ppm
A-L05	Red / Metal	Applied to the exterior doors and frames of Unit	Back Door – South	<41 ppm

< = Less Than

ppm = Parts per Million

**APPENDIX D**

**LEAD LABORATORY ANALYTICAL REPORT**



Environmental Hazards Services, L.L.C.  
7469 Whitepine Rd  
Richmond, VA 23237  
Telephone: 800.347.4010

## Lead Paint Chip Analysis Report

**Report Number:** 20-10-03237

**Client:** Terracon - San Antonio  
6911 Blanco Road  
San Antonio, TX 78216

**Received Date:** 10/20/2020  
**Analyzed Date:** 10/22/2020  
**Reported Date:** 10/23/2020

**Project/Test Address:** Alazan Apache Courts; 1112 Vera Cruz; San Antonio, Texas  
**Collection Date:** 10/16/2020

**Client Number:**  
45-4903

## Laboratory Results

**Fax Number:**  
210-641-2124

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
20-10-03237-001	A-L01		2200	0.22	
20-10-03237-002	A-L02		<47	<0.0047	
20-10-03237-003	A-L03		590	0.059	
20-10-03237-004	A-L04		<46	<0.0046	
20-10-03237-005	A-L05		<41	<0.0041	

# Environmental Hazards Services, L.L.C

Client Number: 45-4903

Report Number: 20-10-03237

Project/Test Address: Alazan Apache Courts; 1112 Vera Cruz; San Antonio,  
Texas

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
----------------------	-------------------------	---------------------	------------------	----------------	-----------------

Preparation Method: ASTM E-1979-17

Analysis Method: EPA SW846 7000B

Accreditation #: TX T104704248-07TX

Reviewed By Authorized Signatory:

*Melissa Kanode*

Missy Kanode

QA/QC Clerk

The HUD lead guidelines for lead paint chips are 0.50% by Weight, 5000 ppm, or 1.0 mg/cm<sup>2</sup>. The Reporting Limit (RL) for samples prepared by ASTM E-1979-17 is 10.0 ug Total Pb. The RL for samples prepared by EPA SW846 3050B is 25.0 ug Total Pb. Paint chip area and results are calculated based on area measurements determined by the client. All internal quality control requirements associated with this batch were met, unless otherwise noted.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, etc., was provided by the client. Results reported above in mg/cm<sup>3</sup> are calculated based on area supplied by client. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C.

ELLAP Accreditation through AIHA-LAP, LLC (100420), NY ELAP #11714.

LEGEND	Pb= lead	ug = microgram	ppm = parts per million
	ug/g = micrograms per gram	Wt. = weight	



**EHS**  
**Laboratories™**

**Environmental Hazards Services, LLC**

www.leadlab.com 7469 Whitepine Rd  
(800) 347-4010 Richmond, VA  
(804) 275-4907 (fax) 23237

# Lead Chain-of-Custody

20-10-03237



Due Date:  
10/23/2020  
(Friday)  
AE

Company Name: Terracon Consultants, Inc. Address: 6911 Blanco Road City/State/Zip: San Antonio, Texas 78216  
Phone: 210, 714-2086 Fax: 210, 641-2124 E-mail: carlos.campos@terracon.com Acct. Number: 45-4903  
Project Name / Testing Address: Alazan Apache Courts, 1112 Vera Cruz City/State (Required): San Antonio, Texas  
Collected by: Carlos Campos Certification Number: 2071187 Purchase Order Number: 90177700

\* Do wipe samples submitted meet ASTM E1792 requirements? Yes ☐ No ☐

<b>Turn Around Time (TAT)</b> <input type="checkbox"/> 1-Day <input checked="" type="checkbox"/> 3-Day <input type="checkbox"/> Same Day (Must Call Ahead) <input type="checkbox"/> Weekend (Must Call Ahead) If no TAT is specified, sample(s) will be processed and charged as 3-Day TAT.	<b>Sample Type</b> Single Dust Wipe = DW Soil = S Paint Chip = PC Air = A Composite Soil = CS	<b>Abbreviations</b> FR = Family Room F = Front 0 = Basement LR = Living Room R = Rear KT = Kitchen DN = Den LT = Left BA = Bath DR = Dining Room RT = Right BR = Bedroom 1 = 1st Fl 2 = 2nd Fl	<b>Surface Type for Dust Wipe</b> FL = Floor CP = Carpet SL = Window Sill WW = Window Well
---	--	--	--

No.	Sample Type	Date Collected	Client Sample ID	Collection Location (LR, KT, LTFBR, RTRBR, etc.)	Surface Type	Area	Paint Chip			Air			Comments	
						Length X Width in inches (Provide paint chip area only if requesting mg/cm2)	mg/cm²	PPM	%	Flow Rate (L/ min)	Total Time (minutes)	Volume (Total Liters)		
1	PC	10/16/2020	A-L01											
2	PC	10/16/2020	A-L02											
3	PC	10/16/2020	A-L03											
4	PC	10/16/2020	A-L04											
5	PC	10/16/2020	A-L05											
6														
7														
8														
9														
10														
Released by: Carlos Campos						Signature: Carlos Campos			Date/Time: 10/16/2020 / 1530					
Received by: [Signature]						Signature: [Signature]			Date/Time: 10/20/20 12:45					

**APPENDIX E**

**LEAD BASED PAINT XRF ANALYTICAL REPORT**



## LEAD BASED PAINT XRF ANALYTICAL REPORT

Terracon Consultants Inc.  
San Antonio, Texas

INSPECTION SITE:	Alazan Apache Courts – Fire Damaged Unit 1112 Vera Cruz San Antonio, Texas 78207
INSPECTION DATE:	10/16/2020 - 10/16/2020
REPORT NUMBER:	90177700
INSTRUMENT TYPE:	Heuresis Corp. Pb200i XRF Lead Paint Analyzer 1570
ACTION LEVEL:	1.0 (mg/cm <sup>2</sup> )

**STATEMENT:**

The calibration of the Heuresis Pb200i XRF instrument was done in accordance with the Performance Characteristic Sheet (PCS).

# LEAD BASED PAINT XRF ANALYTICAL REPORT

Inspection Date: 10/16/2020 - 10/16/2020  
 Action Level: 1.0 (mg/cm<sup>2</sup>)  
 Report Number: 90177700  
 Total Readings: 26  
 Unit Started: 10/16/2020 15:44:59  
 Unit Ended: 10/16/2020 16:05:51

Inspection Site: Alazan Apache Courts – Fire  
 Damaged Unit  
 1112 Vera Cruz  
 San Antonio, Texas 78207

Read #	Result	RTA Present	Substrate	Side	Condition	Color	Calibration	Interior	Exterior	Lead (mg/cm <sup>2</sup> )	Mode
1 (CAL)		Off					Calibration			1.1 mg/cm <sup>2</sup>	Action Level
2 (CAL)		Off					Calibration			1.1 mg/cm <sup>2</sup>	Action Level
3 (CAL)		Off					Calibration			1.1 mg/cm <sup>2</sup>	Action Level
4 (CAL)		Off					Calibration			0.0 mg/cm <sup>2</sup>	Action Level
5 (CAL)		Off					Calibration			0.1 mg/cm <sup>2</sup>	Action Level
6 (CAL)		Off					Calibration			0.0 mg/cm <sup>2</sup>	Action Level
7	Negative	Off	Concrete		Deteriorated	Lt-Blue		Living Room		0.1 mg/cm <sup>2</sup>	Action Level
8	Negative	Off	Concrete		Deteriorated	Lt-Blue		Roof Deck		0.2 mg/cm <sup>2</sup>	Action Level
9	Negative	Off	Concrete		Deteriorated	Lt-Blue		Living Room		0.2 mg/cm <sup>2</sup>	Action Level
10	Negative	Off	Drywall	B	Deteriorated	Off-White		Roof Deck		-0.1 mg/cm <sup>2</sup>	Action Level
11	Negative	Off	Drywall	C	Deteriorated	Off-White		Living Room		0.1 mg/cm <sup>2</sup>	Action Level
12	Negative	Off	Drywall	D	Deteriorated	Off-White		Walls		-0.1 mg/cm <sup>2</sup>	Action Level
13	Negative	Off	Drywall	A	Deteriorated	Off-White		Staircase		-0.2 mg/cm <sup>2</sup>	Action Level
14	Negative	Off	Drywall	C	Deteriorated	Off-White		Walls		-0.2 mg/cm <sup>2</sup>	Action Level
15	Negative	Off	Plaster	A	Intact	Lt-Blue		Room 3 Walls		-0.1 mg/cm <sup>2</sup>	Action Level
16	Negative	Off	Plaster	B	Intact	Lt-Blue		Room 2 Walls	Exterior Walls	0.0 mg/cm <sup>2</sup>	Action Level
17	Negative	Off	Plaster	B	Intact	Orange			Exterior Walls	-0.1 mg/cm <sup>2</sup>	Action Level
18	Negative	Off	Plaster	C	Intact	Orange			Exterior Walls	-0.2 mg/cm <sup>2</sup>	Action Level

Terracon Consultants Inc. San Antonio, Texas

## LEAD BASED PAINT XRF ANALYTICAL REPORT

Inspection Date: 10/16/2020 - 10/16/2020  
 Action Level: 1.0 (mg/cm<sup>2</sup>)  
 Report Number: 90177700  
 Total Readings: 26  
 Unit Started: 10/16/2020 15:44:59  
 Unit Ended: 10/16/2020 16:05:51

Inspection Site: Alazan Apache Courts – Fire  
 Damaged Unit  
 1112 Vera Cruz  
 San Antonio, Texas 78207

Read #	Result	RTA Present	Substrate	Side	Condition	Color	Calibration	Interior	Exterior	Lead (mg/cm <sup>2</sup> )	Mode
19	Negative	Off	Metal		Intact	Red			Front Door	-0.1 mg/cm <sup>2</sup>	Action Level
20	Negative	Off	Metal		Intact	Red			Back Door	-0.1 mg/cm <sup>2</sup>	Action Level
21 (CAL)		Off					Calibration			1.1 mg/cm <sup>2</sup>	Action Level
22 (CAL)		Off					Calibration			1.1 mg/cm <sup>2</sup>	Action Level
23 (CAL)		Off					Calibration			1.1 mg/cm <sup>2</sup>	Action Level
24 (CAL)		Off					Calibration			0.0 mg/cm <sup>2</sup>	Action Level
25 (CAL)		Off					Calibration			0.0 mg/cm <sup>2</sup>	Action Level
26 (CAL)		Off					Calibration			0.1 mg/cm <sup>2</sup>	Action Level

----- END OF READINGS -----

**APPENDIX F**

**XRF PERFORMANCE CHARACTERISTIC SHEET**

## Performance Characteristic Sheet

**EFFECTIVE DATE:** December 1, 2015

**MANUFACTURER AND MODEL:**

Make: *Heuresis*  
Models: *Model Pb200i*  
Source: *<sup>57</sup>Co, 5 mCi (nominal – new source)*

### FIELD OPERATION GUIDANCE

**OPERATING PARAMETERS:**

Action Level mode

**XRF CALIBRATION CHECK LIMITS:**

0.8 to 1.2 mg/cm <sup>2</sup> (inclusive)
---

**SUBSTRATE CORRECTION:**

Not applicable

**INCONCLUSIVE RANGE OR THRESHOLD:**

ACTION LEVEL MODE READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm <sup>2</sup> )
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0

## BACKGROUND INFORMATION

### EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* ("HUD Guidelines"). Performance parameters shown on this sheet are calculated using test results on building components in the HUD archive. Testing was conducted on 146 test samples in November 2015, with two separate instruments running software version 2.1-2 in Action Level test mode. The actual source strength of each instrument on the day of testing was approximately 2.0 mCi; source ages were approximately one year.

### OPERATING PARAMETERS

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

### XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm<sup>2</sup> in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm<sup>2</sup> film).

If the average (rounded to 1 decimal place) of three readings is outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instrument into control before XRF testing proceeds.

### SUBSTRATE CORRECTION VALUE COMPUTATION:

Chapter 7 of the HUD Guidelines provides guidance on correcting XRF results for substrate bias. Supplemental guidance for using the paint film nearest 1.0 mg/cm<sup>2</sup> for substrate correction is provided:

XRF results are corrected for substrate bias by subtracting from each XRF result a correction value determined separately in each house for single-family housing or in each development for multifamily housing, for each substrate. The correction value is an average of XRF readings taken over the NIST SRM paint film nearest to 1.0 mg/cm<sup>2</sup> at test locations that have been scraped bare of their paint covering. Compute the correction values as follows:

Using the same XRF instrument, take three readings on a bare substrate area covered with the NIST SRM paint film nearest 1 mg/cm<sup>2</sup>. Repeat this procedure by taking three more readings on a second bare substrate area of the same substrate covered with the NIST SRM.

Compute the correction value for each substrate type where XRF readings indicate substrate correction is needed by computing the average of all six readings as shown below.

For each substrate type (the 1.02 mg/cm<sup>2</sup> NIST SRM is shown in this example; use the actual lead loading of the NIST SRM used for substrate correction):

$$\text{Correction value} = (1\text{st} + 2\text{nd} + 3\text{rd} + 4\text{th} + 5\text{th} + 6\text{th Reading})/6 - 1.02 \text{ mg/cm}^2$$

Repeat this procedure for each substrate requiring substrate correction in the house or housing development.

### EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below. Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. Do not correct the original or retest results for substrate bias. In single-family and multi-family housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and the retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF readings.

Compute the average of all ten re-test XRF readings.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

#### TESTING TIMES:

In the Action Level paint test mode, the instrument takes the longest time to complete readings close to the Federal standard of 1.0 mg/cm<sup>2</sup>. The table below shows the mean and standard deviation of actual reading times by reading level for paint samples during the November 2015 archive testing. The tested instruments reported readings to one decimal place. No significant differences in reading times by substrate were observed. These times apply only to instruments with the same source strength as those tested (2.0 mCi). Instruments with stronger sources will have shorter reading times and those with weaker sources, longer reading times, than those in the table.

Mean and Standard Deviation of Reading Times in Action Level Mode by Reading Level		
Reading (mg/cm <sup>2</sup> )	Mean Reading Time (seconds)	Standard Deviation (seconds)
< 0.7	3.48	0.47
0.7	7.29	1.92
0.8	13.95	1.78
0.9 – 1.2	15.25	0.66
1.3 – 1.4	6.08	2.50
≥ 1.5	3.32	0.05

#### **CLASSIFICATION OF RESULTS:**

XRF results are classified as **positive** if they are **greater than or equal** to the stated threshold for the instrument (1.0 mg/cm<sup>2</sup>), and *negative* if they are *less than* the threshold.

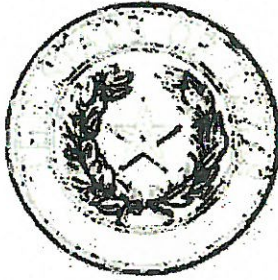
#### **DOCUMENTATION:**

A report titled *Methodology for XRF Performance Characteristic Sheets* (EPA 747-R-95-008) provides an explanation of the statistical methodology used to construct the data in the sheets, and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. The report may be downloaded at <http://www2.epa.gov/lead/methodology-xrf-performance-characteristic-sheets-epa-747-r-95-008-september-1997>.

This XRF Performance Characteristic Sheet (PCS) was developed by QuanTech, Inc., under a contract with the XRF manufacturer.

**APPENDIX G**

**LICENSES AND CERTIFICATIONS**



Texas Department of State Health Services

TERRACON CONSULTANTS INC

*is certified to perform as an*


Asbestos Consultant Agency

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*

*License Number: 100157*

*Expiration Date: 11/30/2020*

*Control Number: 97144*

  
John Hellerstedt, M.D.,  
Commissioner of Health

*(Void After Expiration Date)*

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



## Texas Department of State Health Services

*BE IT KNOWN THAT*

**TERRACON CONSULTANTS INC**

*is certified to perform as a*

**Lead Firm**


*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.*



**Certification Number: 2110106**

**Expiration Date: 03/20/2022**

**Control Number: 7168**

  
**John Hellerstedt, M.D.,  
Commissioner of Health**

**(Void After Expiration Date)**

**VOID IF ALTERED NON-TRANSFERABLE**

**SEE BACK**



**Texas Department of  
State Health Services**

**Asbestos Inspector**

**CARLOS M CAMPOS**

**License No. 603746**

**Control No. 99183**

**Expiration Date: 18-Dec-2020**





# **Texas Department of State Health Services**

## **Asbestos Individual Consultant**

**RICHARD I HOWES**

**License No. 105406**

**Control No. 97743**

**Expiration Date: 21-Nov-2022**





## Texas Department of State Health Services

BE IT KNOWN THAT

**CARLOS M CAMPOS**

*is certified to perform as a*

**Lead Risk Assessor**

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.*

***Certification Number: 2071187***

***Expiration Date: 08/06/2021***

A handwritten signature in black ink, appearing to read "John Hellerstedt", followed by a horizontal line.

***John Hellerstedt, M.D.,  
Commissioner of Health***

***Control Number: 7656***

***(Void After Expiration Date)***

VOID IF ALTERED NON-TRANSFERABLE

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## Texas Department of State Health Services

*BE IT KNOWN THAT*

**RICHARD I HOWES**

*is certified to perform as a*

**Lead Abatement Project Designer**


*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.*



**Certification Number: 2090034**

**Expiration Date: 11/19/2021**

**Control Number: 6084**

  
**John Hellerstedt, M.D.,  
Commissioner of Health**

**(Void After Expiration Date)**

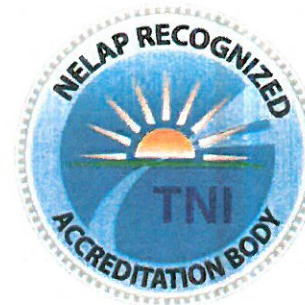
**VOID IF ALTERED NON-TRANSFERABLE**

**SEE BACK**



## Texas Commission on Environmental Quality

NELAP-Recognized Laboratory Accreditation is hereby awarded to



### Environmental Hazards Services, LLC

7469 Whitepine Road  
North Chesterfield, VA 23237-2261

in accordance with Texas Water Code Chapter 5, Subchapter R, Title 30 Texas Administrative Code Chapter 25, and the National Environmental Laboratory Accreditation Program.

The laboratory's scope of accreditation includes the fields of accreditation that accompany this certificate. Continued accreditation depends upon successful ongoing participation in the program. The Texas Commission on Environmental Quality urges customers to verify the laboratory's current location(s) and accreditation status for particular methods and analyses ([www.tceq.texas.gov/goto/lab](http://www.tceq.texas.gov/goto/lab)). Accreditation does not imply that a product, process, system or person is approved by the Texas Commission on Environmental Quality.

Certificate Number: T104704248-19-12

Effective Date: 1/1/2020

Expiration Date: 12/31/2020

A handwritten signature in black ink, appearing to read "T. G. Baker", is written over a horizontal line.

Executive Director Texas Commission on  
Environmental Quality



# Texas Commission on Environmental Quality

NELAP - Recognized Laboratory Fields of Accreditation



Environmental Hazards Services, LLC

7469 Whitepine Road  
North Chesterfield, VA 23237-2261

Certificate: T104704248-19-12

Expiration Date: 12/31/2020

Issue Date: 1/1/2020

These fields of accreditation supercede all previous fields. The Texas Commission on Environmental Quality urges customers to verify the laboratory's current accreditation status for particular methods and analyses.

---

**Matrix: Solid & Chemical Materials**

---

**Method EPA 1311**

Analyte	AB	Analyte ID	Method ID
TCLP	VA	849	10118806

**Method EPA 6010**

Analyte	AB	Analyte ID	Method ID
Aluminum	VA	1000	10155609
Antimony	VA	1005	10155609
Arsenic	VA	1010	10155609
Barium	VA	1015	10155609
Beryllium	VA	1020	10155609
Cadmium	VA	1030	10155609
Chromium	VA	1040	10155609
Cobalt	VA	1050	10155609
Copper	VA	1055	10155609
Iron	VA	1070	10155609
Lead	VA	1075	10155609
Magnesium	VA	1085	10155609
Manganese	VA	1090	10155609
Molybdenum	VA	1100	10155609
Selenium	VA	1140	10155609
Silver	VA	1150	10155609
Thallium	VA	1165	10155609
Titanium	VA	1180	10155609
Vanadium	VA	1185	10155609
Zinc	VA	1190	10155609

**Method EPA 7471**

Analyte	AB	Analyte ID	Method ID
Mercury	VA	1095	10166208

**Method EPA 8082**

Analyte	AB	Analyte ID	Method ID
Aroclor-1016 (PCB-1016)	VA	8880	10179201



# Texas Commission on Environmental Quality

## NELAP - Recognized Laboratory Fields of Accreditation



Environmental Hazards Services, LLC

7469 Whitepine Road

North Chesterfield, VA 23237-2261

Certificate:

T104704248-19-12

Expiration Date:

12/31/2020

Issue Date:

1/1/2020

These fields of accreditation supercede all previous fields. The Texas Commission on Environmental Quality urges customers to verify the laboratory's current accreditation status for particular methods and analyses.

---

**Matrix: Solid & Chemical Materials**

---

Aroclor-1221 (PCB-1221)	VA	8885	10179201
Aroclor-1232 (PCB-1232)	VA	8890	10179201
Aroclor-1242 (PCB-1242)	VA	8895	10179201
Aroclor-1248 (PCB-1248)	VA	8900	10179201
Aroclor-1254 (PCB-1254)	VA	8905	10179201
Aroclor-1260 (PCB-1260)	VA	8910	10179201
PCBs (total)	VA	8870	10179201

---



**AIHA Laboratory Accreditation Programs, LLC**

*acknowledges that*

**Environmental Hazards Services, LLC**

**7469 Whitepine Rd, Richmond, VA 23237-2261**

**Laboratory ID: LAP-100420**

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

**LABORATORY ACCREDITATION PROGRAMS**



**INDUSTRIAL HYGIENE**

Accreditation Expires: May 01, 2022

**ENVIRONMENTAL LEAD**

Accreditation Expires: May 01, 2022

**ENVIRONMENTAL MICROBIOLOGY**

Accreditation Expires: May 01, 2022

**FOOD**

Accreditation Expires:

**UNIQUE SCOPES**

Accreditation Expires:

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA-LAP, LLC website ([www.aihaaccreditedlabs.org](http://www.aihaaccreditedlabs.org)) for the most current Scope.

Michael Breu  
Chairperson, Analytical Accreditation Board

Cheryl O Morton  
Managing Director, AIHA Laboratory Accreditation Programs, LLC



## Texas Department of State Health Services

MOODY LABS LLC DBA  
MOODY LABS

*is certified to perform as an*

Asbestos Laboratory  
PCM, PLM, TEM

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*



*License Number: 300084*

*Control Number: 96468*



*Expiration Date: 05/31/2022*

*John Hellerstedt, M.D.,  
Commissioner of Health*

*(Void After Expiration Date)*

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

United States Department of Commerce  
National Institute of Standards and Technology



---

## Certificate of Accreditation to ISO/IEC 17025:2017

---

NVLAP LAB CODE: 102056-0

**Moody Labs, LLC**  
Farmers Branch, TX

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:*

### **Asbestos Fiber Analysis**

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).*

---

2020-07-01 through 2021-06-30

*Effective Dates*



  
For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Moody Labs, LLC  
2051 Valley View Lane  
Farmers Branch, TX 75234-8956  
Mr. Bruce Crabb  
Phone: 972-241-8460 Fax: 972-241-8461  
Email: [bruce.crabb@moodylabs.com](mailto:bruce.crabb@moodylabs.com)  
<http://www.moodylabs.com>

ASBESTOS FIBER ANALYSIS

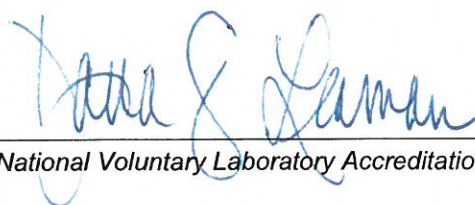
NVLAP LAB CODE 102056-0

Bulk Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

<u>Code</u>	<u>Description</u>
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



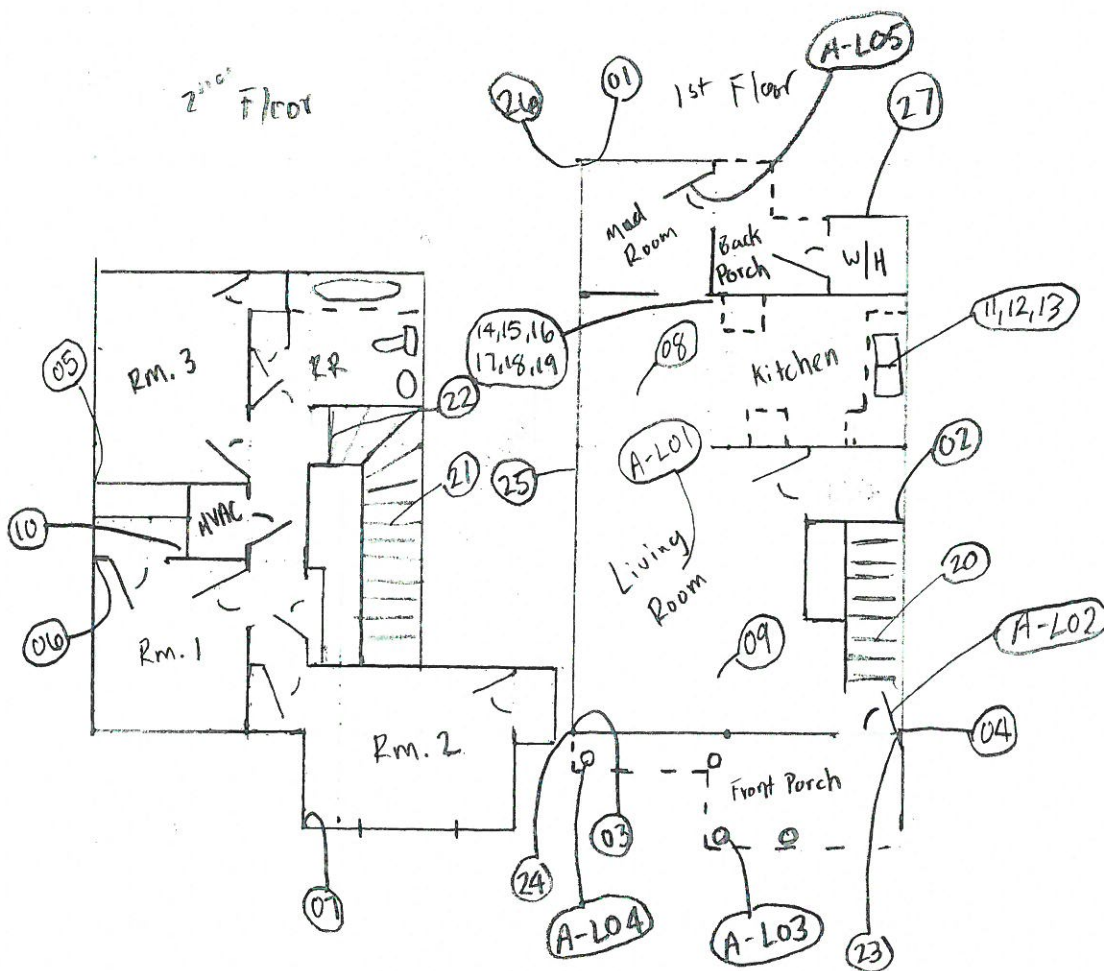
For the National Voluntary Laboratory Accreditation Program

**APPENDIX H**

**SAMPLE LOCATION MAP**

PROJECT: Alazan Apache Courts, 1112 Vera Cruz Page 1 of 1

JOB NO. 90177700 Date 10-16-20 Comp. By CC CHECKED BY: \_\_\_\_\_



**ATTACHMENT B**  
**HUD Forms and**  
**Conflict of Interest Questionnaire**  
**\*Form 1295 Certificate of Interested Parties\***

\*(Form 1295 is to be completed online by the **Selected Respondent** and submitted to the Texas Ethics Commission pursuant to Government Code 2252.908 and a copy returned to SAHA with the Certification prior to contract execution. A copy of the 1295 Form is included herein for information purposes only).\*

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

### 2. Explanations and Interpretations to Prospective Bidders

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

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

### 3. Amendments to Invitations for Bids

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

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

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

### 4. Responsibility of Prospective Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Bid Opening

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

## 7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Director Of Procurement  
San Antonio Housing Authority  
818 S. Flores  
San Antonio, TX 78204

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 3/31/2020)

**Applicability. This form is applicable to any construction/development contract greater than \$150,000.**

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
- (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
- (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
- (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
- (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
- (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
- (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
- (i) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
- (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
- (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
- (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
- (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
- (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
- (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

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

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

## 2. Contractor's Responsibility for Work

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

#### **4. Other Contracts**

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

#### **Construction Requirements**

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

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

#### **6. Construction Progress Schedule**

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

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

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

## 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

## 9. Specifications and Drawings for Construction

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

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

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "as shown" "as indicated", "as detailed", or of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

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

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

#### 10. As-Built Drawings

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

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
  - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

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

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

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

- (a) In performing this contract, the Contractor shall:
  - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  - (2) Protect the lives, health, and safety of other persons;
  - (3) Prevent damage to property, materials, supplies, and equipment; and,
  - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
  - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

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

### 15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

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

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

#### **17. Temporary Buildings and Transportation of Materials**

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### **18. Clean Air and Water**

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

#### **19. Energy Efficiency**

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

#### **20. Inspection and Acceptance of 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.

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- (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.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

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

## 23. Warranty of Construction

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

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

#### 24. Prohibition Against Liens

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

#### Administrative Requirements

#### 25. Contract Period

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

#### 26. Order of Provisions

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

#### 27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

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

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved

submitted not later than 30 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.

- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:

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

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

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

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

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

## 29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
  - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- 
- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
  - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$\_\_\_\_\_ [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

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

### 34. Termination for 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.

### 35. Assignment of Contract

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

### 36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
  - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$2MM [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 \$ 500K [Contracting Officer insert amount] per occurrence.

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

### 37. Subcontracts

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

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

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

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

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

### 39. Equal Employment Opportunity

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, 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, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) 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).

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#### 41. Interest of Members of Congress

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

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

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

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

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

#### 44. Royalties and Patents

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

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

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

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

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

- (a) Minimum Wages.
  - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
  - (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
  - (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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#### 47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
  - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

#### 48. Procurement of Recovered Materials.

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# CERTIFICATE OF INTERESTED PARTIES

## FORM 1295

### OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
DO NOT COMPLETE. COMPLETED BY AWARDED CONTRACTOR ONLY.			

**5 Check only if there is NO Interested Party.**

☐

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b>			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$ _____		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

# Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date (mm/dd/yyyy)

NAME OF CONTRACTOR OR SUBCONTRACTOR		ADDRESS	OMB No.: 1215-0148 Expires: 12/31/2011
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

[illegible]

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the payrolls to determine if employees have received legally required wages and fringe benefits.

(over)

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)  
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor)  
\_\_\_\_\_;  
(Building or Work) \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full \_\_\_\_\_

(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

## **ATTACHMENT C**

### **Profile of Firm Form Company Biography**

**PROFILE OF FIRM FORM (Page 1 of 2)**

(1) Prime \_\_\_\_ Joint Venture/Partner \_\_\_\_ Sub-contractor \_\_\_\_ (This form shall be completed by and for each).

(2) Legal Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

dba if applicable: \_\_\_\_\_

(3) Street Address, City, State, Zip: \_\_\_\_\_

(4) Identify Principals/Partners in Firm

NAME	TITLE	% OF OWNERSHIP

(5) Please indicate the operating structure of your company.

☐ Publicly Held Corporation    ☐ Privately Held Corporation    ☐ Government Agency    ☐ Non-Profit Organization    ☐ Partnership    ☐ Sole Proprietorship

(6) Bidder's Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

{Minority (MBE), or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more ownership and active management in the firm.}

☐ African American    ☐ Native American    ☐ Hispanic American    ☐ Asian/Pacific American    ☐ Hasidic Jew    ☐ Asian/Indian American  
\_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %

☐ Woman-Owned (MBE)    ☐ Woman-Owned (Caucasian)    ☐ Disabled Veteran    ☐ Caucasian American (Male)    ☐ Other (Specify):  
\_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %    \_\_\_\_\_ %

(7) Is the business 51% or more owned by a public housing resident? \_\_\_\_ Yes \_\_\_\_ No. If yes, provide name and address of the public housing facility:

Facility Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_ City: \_\_\_\_\_

SWMBE Certification Number: \_\_\_\_\_

Certification Agency: \_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER IS NOT REQUIRED – ENTER IF AVAILABLE)

(8) Federal Tax ID Number: \_\_\_\_\_

(9) City of San Antonio Business License No.: \_\_\_\_\_

(10) State of Texas License Type and No.: \_\_\_\_\_

**PROFILE OF FIRM FORM (Page 2 of 2)**

(11) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.

(12) Has your firm or any member of your firm ever sued or been sued by the San Antonio Housing Authority or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.

(13) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.

(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Texas, or any local government agency within or without the State of Texas? Yes ☐ No ☐

Initials \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of SAHA? Yes ☐ No ☐

Initials \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Verification Statement: The undersigned Offerer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the SAHA discovers that any information entered herein is false, that shall entitle the SAHA to not consider nor make award or to cancel any award with the undersigned party.

Initials \_\_\_\_\_

(18) In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.

Initials \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company

## Company Biography

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

Headquarters Location: \_\_\_\_\_

Field Office Locations: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Specialty or Focus: \_\_\_\_\_

Number of Full Time Staff: \_\_\_\_\_

Founding Date and Brief History: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Texas Projects and/or Clients: \_\_\_\_\_  
(past & current)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Previous Housing Authority Experience: YES NO

List the Authorities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Proposed Subcontractors

**Note: A completed Profile of Firm Form must be submitted for each subcontractor.**

Proposed Subcontractors					
Item	Company Name	Address	Phone	Specialty	S/W/M/V BE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

<p>I understand and agree that if awarded a contract as a result of this solicitation that the use of the above subcontractors is subject to the approval of SAHA and becomes a part of the contract. I further understand that any change in subcontractors also requires the pre-approval of SAHA.</p>	<div style="border-bottom: 1px solid black; margin-bottom: 10px; min-height: 20px;"></div> (Signature) <div style="border-bottom: 1px solid black; margin-bottom: 10px; min-height: 20px;"></div> (Printed Name & Title) <div style="border-bottom: 1px solid black; margin-bottom: 10px; min-height: 20px;"></div> (Company Name)
--	--

## **ATTACHMENT D**

### **Section 3 Guidelines and Forms**

## **SAN ANTONIO HOUSING AUTHORITY**

### **SECTION 3 PROGRAM**

#### **CONTRACTOR COMPLIANCE GUIDE**

##### *BACKGROUND*

The San Antonio Housing Authority (SAHA) adopted a formal Section 3 program, policy, and procedures on June 2, 2011 (Resolution 5164) to provide the framework for its compliance with Section 3 of the Housing and Urban Development (HUD) Act of 1968 which applies to all employment and economic projects funded in whole or in part by HUD.

Therefore, all prime contractors participating on a HUD-assisted project shall comply with all applicable sections of the SAHA Section 3 Program.

The objective of the SAHA Section 3 Program is to ensure to the greatest extent feasible that employment and other economic-related opportunities are directed to low- and very-low income individuals and businesses owned by such individuals.

##### *SECTION 3 GUIDANCE*

1. The SAHA Section 3 Program adopted on June 2, 2011 is hereby incorporated by reference as part of this Interim Section 3 Guidance. Notice is hereby given that it is the responsibility of bidder/proposer or contractor to ensure understanding and compliance with all applicable sections of the Section 3 Program. Bidders/proposers and/or prime contractors are directed to the SAHA website for more information on the Section 3 Program.
2. The Section 3 Program requirements apply to all HUD-assisted projects covered by Section 3 and are therefore applicable to SAHA bidders/proposers and recipients of contracts and subcontracts.
3. In order to achieve the Section 3 Program objectives, numerical goals for training/employment and subcontracting opportunities for Section 3 residents and Business Concerns have been established. The Section 3 goals (below) apply to the entire Section 3 covered project and represent minimum numerical goals set forth in the Section 3 Program. In the absence of evidence to the contrary, a contractor that meets the minimum numerical goals will be considered to have complied with the Section 3 Program requirements. SAHA reserves the right to increase project-specific goals as may be deemed appropriate by the SAHA representatives. Contractors are advised to read each solicitation carefully to determine the applicable goals for compliance. In the event the solicitation changes the goals listed below, Contractor must follow the stricter goals.

**Employment:** Thirty percent (30%) of new hires per contract should be Section 3 residents.

**Contracting:** Subcontract ten percent (10%) of the total value of a construction contract with Section 3 Business Concerns.

**Professional Services:** Subcontract three percent (3%) with Section 3 Business Concerns on non-construction contracts (professional services).

3. In order to ensure the greatest impact on employment, contracting and economic opportunities, SAHA contractors and subcontractors shall direct their efforts to Section 3 residents and Business Concerns on a “preference” tiered basis as follows:

*Training/Employment*

- a) Category 1: Residents of the housing development or developments for which the Section 3 covered assistance is expended.
- b) Category 2: Residents of the other housing developments managed by the housing authority that is expending the Section 3 covered assistance.
- c) Category 3: Participants in HUD Youthbuild programs being carried out in the metropolitan area in which the Section 3 covered assistance is expended.
- d) Other Section 3 residents.

*Contracting Opportunities*

- a) Category 1: Business Concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time permanent workforce includes 30 percent of those persons as employees.
- b) Category 2: Business Concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance, or whose full-time permanent workforce includes 30 percent of those persons as employees.
- c) Category 3: HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended.
- d) Category 4: Business concerns that are 51 percent or more owned by Section 3 residents or whose permanent, full-time workforce includes no less than 30 percent Section 3 residents, or that subcontract in excess of 25 percent of the total amount of subcontracts to Category 1 or 2 business concerns identified above.

4. To more effectively apply the Section 3 preferences, the following incentives shall be applicable to Section 3 HUD-assisted projects:

### ***Solicitations Under \$50,000***

On solicitations under \$50,000 and where two or more certified Section 3 Business Concerns are available to compete, SAHA will institute a “first source” solicitation initiative whereby two of the three solicited firms must be Section 3 Business Concerns.

### ***Solicitations Greater than \$50,000***

On Requests for Proposals the following incentives will be instituted:

- 1) A twenty percent (20%) preference will be instituted for Category 1 Section 3 Business Concerns bidding as prime contractors.
- 2) A fifteen percent (15%) preference will be instituted for Category 2 Section 3 Business Concerns bidding as prime contractors.
- 3) A ten percent (10%) preference will be instituted for Category 3 Section 3 Business Concerns bidding as prime contractors.
- 4) A five percent (5%) preference will be instituted for Category 4 Section 3 Business Concerns bidding as prime contractors.
- 5) A five percent (5%) preference will be provided to SAHA prime contractors that have achieved both the resident hires and business concern contracting goals in their immediate past contract performance within the last year.
- 6) A five percent (5%) preference will be provided to SAHA prime contractors participating in a SAHA approved Joint Venture or Mentor-Protégé program with an eligible Section 3 Business Concern.
- 7) A five percent (5%) preference will be provided to prime contractors that have formal apprenticeship programs approved by DOL and commit to training no less than ten (10) eligible Section 3 residents through such programs annually that provide no less than 250 hours of formal training.

On Invitations for Bids the following preference will be instituted:

- 1). Contractors who are certified as Section 3 Business Concerns and whose prices are within the independent cost estimate of the project and are both responsive and responsible, shall receive a preference according to the following table, where x is the amount by which the Section 3 Business Concern may be above the lowest responsive bid.

-----  
x=lesser of:  
-----

When the lowest responsive bid  
is less than \$100,000 10% of that bid or \$9,000.

When the lowest responsive bid is:  
At least \$100,000, but less than \$200,000 9% of that bid, or \$16,000.  
At least \$200,000, but less than \$300,000 8% of that bid, or \$21,000.  
At least \$300,000, but less than \$400,000 7% of that bid, or \$24,000.

At least \$400,000, but less than \$500,000 6% of that bid, or \$25,000.  
 At least \$500,000, but less than \$1 million 5% of that bid, or \$40,000.  
 At least \$1 million, but less than \$2 million 4% of that bid, or \$60,000.  
 At least \$2 million, but less than \$4 million 3% of that bid, or \$80,000.  
 At least \$4 million, but less than \$7 million 2% of that bid, or \$105,000.  
 \$7 million or more 1½% of the lowest responsive bid, with no dollar limit.

2) Where two or more Section 3 business concerns are both responsive and responsible, the Section 3 business concern with the lowest price shall receive the contract award.

A successful contractor's usage of the above preferences shall be capped annually at \$1 million dollars in the aggregate. Once a contractor has been awarded annually \$1 million dollars in contracts as a result of a preference, the contractor is no longer eligible for the above preferences for the remainder of the calendar year.

5. Bidders/proposers must either achieve the Section 3 Program employment and subcontracting goals identified above (under number 3) or demonstrate acceptable good faith efforts to achieve the numerical goals in the proposal/bid. SAHA representatives shall review and deem acceptable, in their sole determination, a bidder or proposer's good faith efforts prior to the award of the contract. Please be advised that a contractor Section 3 performance will be considered and evaluated on future SAHA contracts and will be a factor in the selection and/or contract award.
6. To ensure that the SAHA Section 3 Program benefits individuals and businesses that are eligible Section 3 residents and Business Concerns, all Section 3 resident and Business Concerns must be deemed eligible through documentation of a "Section 3 Eligibility Form" for each eligible individual or business. Notice is hereby given that it is the responsibility of the prime contractor to ensure that all participating and eligible Section 3 residents and/or Business Concerns (vendors, suppliers or subcontractors) submit the necessary information for proper SAHA status review and credit.
7. All SAHA prime contractors must submit a Section 3 program compliance report on a monthly basis in the form and content as requested by SAHA staff. This report shall document Section 3 resident and Business Concern training, employment, and subcontracting monthly performance against goals and opportunities.
8. Failure or refusal by a SAHA bidder/proposer or contractor to satisfy or comply with the Section 3 Program requirements, either during the bid/proposal process or during the term of the SAHA agreement, shall constitute a material breach of contract whereupon the contract, at the option of SAHA, may be cancelled, terminated, or suspended in whole or in part; and, the contractor debarred from further contracts with SAHA as a non-responsible contractor. SAHA may at its discretion also declare bids/proposals not complying with the Section 3 Program requirements in whole or in part nonresponsive and eliminate them from consideration of a contract award.

## INTERIM PRIME CONTRACTOR COMPLIANCE REQUIREMENTS

Prime contractors participating on SAHA Section 3 HUD-assisted projects are specifically required to address and satisfy the Section 3 Program requirements described below *prior* to the award of the contract. The Section 3 Program requirements shall be applicable throughout the duration of the contract and to any amendment and renewal.

1. In the absence of evidence to the contrary, a prime contractor that meets the minimum Section 3 Program numerical goals set forth in the solicitation will be considered to have complied with the Section 3 Program requirements. A prime contractor who meets this goal must submit with the bid/proposal a “*Good Faith Effort Compliance Plan*” (**Attachment A**) by simply completing Sections A and B which present the project and contractor information and goal commitment information respectfully.
2. In evaluating compliance, a prime contractor that *has not* met the numerical goals set forth in the solicitation has the burden of fully demonstrating its efforts to achieve the Section 3 goals through the submittal and approval of a “*Good Faith Effort Compliance Plan*” (**Attachment A**) to include completion of Sections A, B and C which must be included with the bid/proposal. SAHA representatives shall review and determine in their sole discretion whether a bidder or proposer’s (contractor) good faith effort compliance plan achieves the Section 3 Program goals and objectives. A responsive good faith effort compliance plan shall address all questions in Sections A, B and C and describe the concrete efforts that were taken and will be taken to reach numerical goals in hiring/employment, training, and contracting. The final agreed-upon plan shall become part of the SAHA contract.
3. SAHA reserves the right to disregard bids/proposals as non-responsive bids and proposals which fail to demonstrate a good faith effort towards compliance with the Section 3 Program requirements.
4. As required under the Section 3 Program’s contractual clause, prime contractors specifically agree to include the Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agree to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 Clause, upon a finding that a subcontractor is in violation of the regulations in 24 CFR Part 135. A prime contractor shall not subcontract with any subcontractor where the bidder/proposer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. Prime contractors shall submit a properly completed and executed “Section 3 Eligibility Form” for all participating Section 3 residents and/or Section 3 Business Concerns (**Attachment B**). It is the responsibility of the prime contractor to ensure that eligible Section 3 residents and Business Concerns submit all necessary information for SAHA review and credit, to include an eligible Section 3 prime contractor, if applicable.

6. Prime contractors requesting a Section 3 Program preference based upon employment or ownership interest shall submit a properly completed and executed Section 3 Eligibility Forms for all employees and owners who qualify, and provide any supporting documentation that may subsequently be required by SAHA. Prime contractors and subcontractors must employ any Section 3 residents full-time for not less than one month prior to the submittal of the bid/proposal in order for the prime contractor to receive credit for employing the Section 3 resident for a preference.
7. Notwithstanding the fact that a prime contractor may have the capability to complete a total project with its own workforce and without the use of subcontractors, all SAHA prime contractors on a HUD-assisted project shall be required to achieve the Section 3 Program numerical goals or demonstrate a good faith effort to achieve those goals within the industry. Should the need arise to hire or subcontract during the term of a contract, the hiring and/or subcontracting goals shall still be applicable and the training component remains in force.
8. All changes to the original list of subcontractors submitted with the bid or proposal shall be submitted for review and approval in accordance with SAHA's procedures when adding, changing, or deleting subcontractors/sub-consultants. Prime contractors are required to make a good faith effort to replace any Section 3 Business Concern with another eligible Section 3 Business Concern. SAHA may deny such requests when it finds that a prime contractor fails to provide acceptable justification or when the effect of such change would dilute a preference received on a HUD-assisted contract.
9. All prime contractors participating on a HUD-assisted project shall submit a Section 3 Performance Report no later than the third business day of the following month detailing Section 3 employment and contracting activity not only for themselves but also all subcontractors on the project. The report is to also detail training and other economic opportunity activities by the prime contractor and subcontractors.

## SAN ANTONIO HOUSING AUTHORITY SECTION 3 PROGRAM UTILIZATION PLAN

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### INSTRUCTION SHEET

Please read these instructions carefully before completing the required *Section 3 Utilization Plan* document. These instructions are designed to assist bidders/proposers document Section 3 Program compliance. or present a detailed explanation why, despite their best efforts the minimum numerical goals were not met. These numerical goals are **minimum** targets that must be reached in order for SAHA to consider a recipient in compliance.

Questions regarding completion of the *Section 3 Utilization Plan* document should be directed to:  
Section 3 Coordinator, at 210 -477 -6165 or [section3@saha.org](mailto:section3@saha.org).

- Bidders/proposers are required to make sincere efforts to achieve the Section 3 Program numerical goals as specified in solicitation documents. A bidders/proposers approved Section 3 Utilization Plan will be monitored throughout the duration of the SAHA contractual term.
- Contractor shall submit a *Section 3 Utilization Plan* at the time of bid/proposal submittal in order to be considered responsive.
- This *Section 3 Utilization Plan* is subject to SAHA's review and approval. SAHA may at its sole discretion approve or disapprove the plan. SAHA's determination is administratively appealable to the CEO and to the Board of Commissioners pursuant to SAHA's Section 3 Program, Policy & Procedures.
- All bidders/proposers are to complete the following:

- \_\_\_\_\_ **Section A**, Bidder/Proposer Information
- \_\_\_\_\_ **Section B**, Contractor Commitments - New Hires
- \_\_\_\_\_ **Section C**, Contractor Commitments - Subcontractors
- \_\_\_\_\_ **Section D**, Contractor Commitments – Other Economic Opportunities
- \_\_\_\_\_ **Section E**, Good Faith Efforts
- \_\_\_\_\_ **Section F**, Section 3 Compliance Certification

Optional:

- \_\_\_\_\_ Certification for Section 3 Business Concerns
- \_\_\_\_\_ Section 3 Individual Verification Form (S3-6003b REV 2/2016)

- SAHA requires all Section 3 residents and/or Business Concerns to certify or submit evidence to SAHA, contractor, or subcontractor, that the person or business is Section 3 eligible. SAHA has developed a Certification Process for this purpose. It is the responsibility of the Contractor to submit these forms to the SAHA Section 3 Coordinator at [section3@saha.org](mailto:section3@saha.org).

## SECTION 3 PROGRAM UTILIZATION PLAN

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

### SECTION A – BIDDER/PROPOSER INFORMATION

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Is your firm a "Section 3 Business Concern": Yes \_\_\_\_\_ No \_\_\_\_\_

*If "Yes"; complete the Certification for Section 3 Business Form and attach the Required Documentation.*

### SECTION B – CONTRACTOR COMMITMENTS – NEW HIRES (If more space is needed, please provide an attachment).

**Hiring Goal:** A minimum of Thirty percent (30%) of the aggregate number of new hires shall be Section 3 residents

**B.1** Explain how you intend to recruit a minimum of 30% of Section 3 residents for **full-time new hires**, and what actions you will use to require subcontractors to do the same. **Note:** Section 3 individuals must work a minimum of 32 hours per week or 135 hours per month to be considered full-time employees.

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**B.2** Complete the table below to identify the bidder's/proposer's employee positions required for the execution of this project.

Job Category*	Number of Positions to be Filled with Section 3 Residents	Anticipated wages per hour
Professionals		
Technicians		
Office/Clerical		
Officers/Managers		
Sales		
Craft Workers (Skilled)		
Operatives (Semi-Skilled)		
Laborers (Unskilled)		
Service Workers		
Other List & describe		

**B.3** The contractor has committed to employ \_\_\_\_\_ resident(s) in order to comply with its Section 3 requirements. Indicate the estimated percentage of Section 3 new hires for this project: \_\_\_\_\_

**SECTION C – CONTRACTOR COMMITMENTS – SUBCONTRACTORS (If more space is needed, please provide an attachment).**

**Contracting Goal:** A minimum of ten percent (10%) of all covered **construction** contracts shall be awarded to Section 3 business concerns C. Three percent (3%) of all covered **non-construction** contracts shall be awarded to Section 3 business concerns

**C.1** Describe how bids from Section 3 businesses will be solicited for subcontracting.

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**C.2** Complete the table below to identify the subcontractors/suppliers that will be utilized for the execution of this project.

**Subcontractor/Supplier Listing**

Subcontractor or Supplier/ Name and Address and phone number	Scope of Work/Product	\$ Value	Certified Section 3 Business Concern (Y/N)

*(Make Additional Copies as Necessary)*

**C.3** The Prime Contractor will subcontract with a total of \_\_\_\_\_ Section 3 Business Concerns totaling \_\_\_\_\_% of the Contract Value. **NOTE:** The contractual opportunity goal is a percentage of the total gross dollar value of the proposed contract awarded to a Section 3 eligible Business Concern. SAHA will only credit participation by Section 3 Business Concerns that submit documentation acceptable to SAHA certifying their Section 3 status.

**B.3** The undersigned bidder/proposer will satisfy the Section 3 *other economic opportunity* goal:  
Yes \_\_\_\_\_ No \_\_\_\_\_

**NOTE: Fill this section only, if Plan as submitted fails to meet the employment and contractual opportunity goals as stated herein or as amended in the solicitation.**

I CERTIFY THAT I HAVE REVIEWED AND FULLY UNDERSTAND SAHA'S SECTION 3 PROGRAM AND THE SECTION 3 CLAUSE INCORPORATED BY REFERENCE INTO THIS DOCUMENT. I HEREBY AFFIRM THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I HEREBY CERTIFY THAT THE ABOVE TABLES IDENTIFY THE NUMBER OF SECTION 3 BUSINESS CONCERNS THE COMPANY WILL UTILIZE AND THE NUMBER OF SECTION 3 RESIDENTS THE COMPANY PROPOSES TO EMPLOY.

I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE SAHA CONTRACT.

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Page 4 of 4  
SAHA Section 3 Utilization Plan  
Rev 3/2016

## San Antonio Housing Authority

### Section 3 Individual New Hire Verification Form

NEW HIRES MUST COMPLETE THIS FORM. The Section 3 Program requires that recipients of certain HUD financial assistance, to the greatest extent feasible provide employment, training or education opportunities for low- and very-low income persons in connection with projects and activities in their neighborhood. Completion of this form helps your new employer and SAHA monitor compliance to the Section 3 program and may help in obtaining future business with the Housing Authority. Your information is kept CONFIDENTIAL and will not affect any federal subsidies you currently receive, if any.

CONTACT INFORMATION					
First Name:		Last:		M.I.:	Suffix:
Residence Address:				City:	
State:	Zip:	County:		Phone:	
Email Address (required):				DOB:	
Date of Hire:		Company Name:			
Job Title:		Type of job:		<div style="display: flex; justify-content: space-between;"> <span>Full-Time (32+ hours per week)</span> <span>Part-Time</span> </div>	

#### INCOME DISCLOSURE (CHECK ONE OPTION BELOW)

In order to be eligible as a Section 3 individual, your household income must meet the income criteria by household size. Individuals are eligible for Section 3 status if their household income is at or below 80% of Area Median Income in Bexar County during the current calendar year or be a resident of public housing or Section 8.

**Option 1:** I choose to disclose this information

**Choose the number of individuals in your household in the chart below to determine your HUD income limit. The dollar amount below the number you indicate is your HUD income limit.**

**FY 2020 80% Area Median Income Limits (by Household Size)**

Number of persons in household	1	2	3	4	5	6	7	8
80% of Area Median Income (FY 2020 HUD Income Limits)	\$40,350	\$46,100	\$51,850	\$57,600	\$62,250	\$66,850	\$71,450	\$76,050

**YOU MUST ANSWER THE FOLLOWING QUESTIONS IF YOU ARE CLAIMING SECTION 3 ELIGIBILITY:**

**Is your household income at or below the HUD income limit for the current year?**      **Yes**      **No**

*If your answer is YES and you reside in Bexar County, you are a Section 3 individual, regardless of public housing status.*

**Are you a resident of public housing or Section 8?**      **Yes**      **No**

*If your answer is YES, you are a Section 3 individual regardless of your income.*

**Option 2:** I choose NOT to disclose this information OR I do not qualify as a Section 3 eligible individual.

#### CERTIFICATION

By signing, I authorize my employer to release relevant information to the San Antonio Housing Authority (SAHA) for contract compliance purposes. I further affirm that the information on this form is to the best of my knowledge and belief true, correct, and complete.

Signature \_\_\_\_\_

DATE: \_\_\_\_\_

M/WBE UTILIZATION STATEMENT  
SAN ANTONIO HOUSING AUTHORITY  
M/WBE PROGRAM OFFICE

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Please read these instructions carefully before completing the required Minority/Women Business Enterprise (M/WBE) Utilization Statement. These instructions are designed to assist prime contractors/consultants document M/WBE program compliance or in preparing the required detailed and complete good faith effort information.

Contractors/Consultants are required to submit detailed documentation when the contract specified M/WBE participation ranges or goals are not met. The SAHA M/WBE Program Manager will review and consider a bidder's or proposer's good faith efforts in assisting SAHA to meet its M/WBE policy and program objectives.

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A. Bidders/Proposers are required to make sincere efforts in attempting to achieve the applicable SAHA M/WBE participation ranges or goals. The approved M/WBE participation ranges or goals will be monitored throughout the duration of the project;

B. All bidders/proposers are to complete Section A, Project Identification and Section B, Project M/WBE Utilization, if applicable. Should there be subcontracting/sub consulting opportunities, yet the bidder/proposer *not* achieve the project's applicable M/WBE participation range or goal, the bidder/proposer must complete all other sections of the Statement.

C. This Statement should be prepared by the company's project M/WBE Coordinator or designee. The Statement must be signed and dated by an authorized company official. The Coordinator or designee should have a working knowledge as to the project's subcontracting or sub-consulting and supplier activities (actual and anticipated). This individual shall be a key figure in directing the prime contractor's M/WBE activities.

D. The M/WBE Utilization Statement demonstrating a contractor's good faith efforts is subject to the SAHA M/WBE Program Coordinator's review and approval.

E. SAHA requires all M/WBE firms to be certified as such by an entity acceptable to SAHA for project M/WBE credit.

F. SAHA reserves the right to approve all additions or deletions of subcontractors, subconsultants, and/or major vendors. In the event that an M/WBE subcontractor, subconsultant, and/or major vendor is replaced, the contractor must make a good faith effort to involve and utilize another M/WBE subcontractor, sub consultant, and/or major vendor.

Should you have any questions or need additional information, please contact:

Candace Morin  
818 S Flores  
Section 3/SWMBE Coordinator  
candace\_morin@saha.org  
210-477-6165

*FOR SAHA PROCUREMENT DEPARTMENT USE ONLY*

Reviewed by: \_\_\_\_\_

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

Signature of SAHA Official: \_\_\_\_\_

Recommendation: Approval: \_\_\_\_\_ Denial: \_\_\_\_\_

subject to the SAHA M/WBE Program Manager's review and approval.

M/WBE UTILIZATION STATEMENT  
SAN ANTONIO HOUSING AUTHORITY  
M/WBE PROGRAM OFFICE

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SECTION A: PROJECT IDENTIFICATION

Project Number \_\_\_\_\_ Project Title \_\_\_\_\_

Contract Amount \_\_\_\_\_ Company Name \_\_\_\_\_

Project Participation Range/Goal: M/WBE \_\_\_\_ %

Contract Anticipated Participation Range: M/WBE \_\_\_\_ %

*The M/WBE participation range/goal is expressed as a percentage of the total dollar amount of the prime contract awarded to M/WBEs. The goal is applicable for those areas, which the prime contractor has subcontracted, sub-consulted, and/or major supplies necessary in the performance of the contract.*

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SECTION B: SUBCONTRACTOR/SUB CONSULTANT/VENDOR UTILIZATION

1. List all actual *and* anticipated subcontracts, subconsultants, and/or major material purchases, include *both* M/WBE and non-M/WBE, to be utilized on the project (*use additional sheets if necessary*).

TRADE AREA	ESTIMATED AMOUNT (\$)	SUB/SUPPLIER	SUB/SUPPLIER	
			M/WBE	
			Yes (✓)	No

2. MBE utilization in total dollars: \_\_\_\_\_ WBE utilization in total dollars: \_\_\_\_\_

3. Overall MBE utilization percentage (%): \_\_\_\_\_

4. Overall WBE utilization percentage (%): \_\_\_\_\_

5. Overall M/WBE utilization percentage (%): \_\_\_\_\_

6. Anticipated M/WBE utilization on this contract will occur:

Throughout \_\_\_\_ Beginning 1/3 \_\_\_\_ Middle 1/3 \_\_\_\_ Final 1/3 \_\_\_\_

*Please Note: SAHA will credit only those M/WBEs that have been certified by an entity acceptable to SAHA. All changes, additions, or deletions occurring during the life of this contract relative to use of the listed subcontractors, sub-consultants and/or*

*major suppliers, M/WBE or otherwise, must be submitted to SAHA for review and approval.*

If Bidder/Proposer is unable to meet the M/WBE participation range/goal, please proceed to complete Section C and submit documentation demonstrating contractual good faith efforts.

## SECTION C: GOOD FAITH EFFORT

The following items are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve SAHA's M/W/BE participation ranges. The bidder/proposer is not limited to these particular areas and may include other efforts deemed appropriate. Please feel free to elaborate on any question below.

Required Questions	Yes	No
1. If applicable, was your company represented at the pre-bid conference?		
2. Did your company request and obtain a copy of the certified M/WBE firms?		
3. Were M/WBE firms solicited for contract participation?		
4. Provide listing of solicited M/WBEs with whom contact was made? Please identify name of company, contact person, date, phone number and briefly describe nature of solicitation. <b>(Include as an Attachment)</b>		
5. Was direct contact made with SAHA's M/WBE Program Office? If yes, please identify date/person contacted and assistance sought. <b>(Include as an Attachment)</b>		
6. Identify all M/WBE support agencies/associations contacted for M/WBE assistance or solicitation (Minority Chamber's of Commerce, purchasing councils, contractor groups, etc.). <b>(Please attach copies of solicitation letters of assistance and/or describe, as an Attachment to this section, the personal contact made)</b>		
7. Were bid opportunities related to this project advertised in minority/women newspapers and trade journals? <b>(If yes, please include a copy of the advertisement or detail the name of the publication(s), date of advertisement and describe the solicitation)</b>		
8. Were copies of plans and specification furnished to any M/WBEs?		
9. Were subcontractors, subconsultants, and/or suppliers (if applicable) required to provide insurance or be bonded? <b>(If yes, please detail any assistance that was provided or if they were referred, to whom)</b>		
10. List, as an Attachment, all M/WBE bids received but rejected. Identify company name, contact person, telephone number, date, trade area, and the reason for rejecting the bid/proposal.		
11. Discuss any other effort(s) aimed at involving M/WBEs <b>(Include as an Attachment)</b> : (a) Identify any specific efforts to divide work, in accordance with normal industry practices, to allow maximum M/WBE participation.		

(b) Discuss joint ventures initiatives, requesting second-tier M/WBE subcontracting, etc., if any.		
(c) List all other good faith efforts employed, please elaborate.		

The undersigned acknowledges and states that all information submitted as part of this Good Faith Effort Statement is true and correct to the best of his/her knowledge. I further agree that this document shall be attached thereto and become a binding part of the SAHA contract.

\_\_\_\_\_  
***Print Name***

\_\_\_\_\_  
***Title Date***

\_\_\_\_\_  
***Signature***

\_\_\_\_\_  
***Telephone Number***

## **ATTACHMENT E**

### **Wage Decision**

General Decision Number: TX20210011 01/01/2021  
Superseded General Decision Number: TX20200011

State: Texas                      Construction Type: Residential

Counties: Bexar, Comal and Guadalupe Counties in Texas.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

	Rates	Fringes
* SUTX1983-005 05/01/1983		
Air Conditioning Mechanic.....	\$ 7.25	
CARPENTER.....	\$ 7.25	
CEMENT MASON/CONCRETE FINISHER.....	\$ 7.46	
DRYWALL HANGER.....	\$ 8.73	
ELECTRICIAN.....	\$ 9.66	
IRONWORKER.....	\$ 7.25	
LABORER.....	\$ 7.25	
PAINTER (Including Drywall taping).....	\$ 8.16	
PLUMBER.....	\$ 7.70	
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 7.25	

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

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

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

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

### **Union Rate Identifiers**

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

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

### **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.

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### 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.

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**END OF GENERAL DECISION**

**ATTACHMENT F**  
**Form of Bid**  
**Bid Fee Sheet**  
**Bidder's Certification**

## FORM OF BID

(This Form must be fully completed and placed under Tab #1 of the bid submittal.)

**INSTRUCTIONS:** The items listed below must be completed and included in the bid unless otherwise specifically noted. Please complete this form by marking X, where provided, to indicate that the referenced information has been included. Also, complete the Section 3 Statement and the Bidder's Statement noted on the subsequent page:

X=ITEM INCLUDED	SUBMITTAL ITEMS
<input type="checkbox"/>	Tab 1 Form of Bid (Attachment F)
<input type="checkbox"/>	Tab 2 HUD Forms & Conflict of Interest Questionnaire(Attachment B)
<input type="checkbox"/>	Tab 3 Profile of Firm Form, Company Profile (Attachment C)
<input type="checkbox"/>	Tab 4 Client Information
<input type="checkbox"/>	Tab 5 Joint Venture/Partnership Information
<input type="checkbox"/>	Tab 6 Subcontractor Information
<input type="checkbox"/>	Tab 7 Section 3 Preference
<input type="checkbox"/>	Tab 8 S/W/MBE Small Business Plan
<input type="checkbox"/>	Tab 9 Section 3 Good Faith Effort Compliance Plan
<input type="checkbox"/>	Tab 10 Financial Viability and Other Information

### SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES\_\_\_ or NO\_\_\_. If "YES," pursuant to the documentation justifying such submitted under Tab No. 8, which category are you claiming?

- \_\_\_\_\_ Category I – Owned by a public housing resident where work is performed
- \_\_\_\_\_ Category II – Owned by any other public housing resident
- \_\_\_\_\_ Category III – HUD Youth Build Program
- \_\_\_\_\_ Category IV – 30% of workforce is Section 3 qualified or sub-contract greater than 25% of contract value to certified Section 3 Business Concern

## Bid Fee Sheet

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if SAHA discovers that any information entered herein to be false, that shall entitle SAHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the submittal, and by entering the costs where provided, the undersigned is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by SAHA, in hard copy. Pursuant to all IFB Documents, all attachments, and all completed Documents submitted by proposer, including these forms, addendums, and all attachments, the undersigned proposes to supply SAHA with the services described herein for the fee(s) entered within the areas provided.

### Base Bid:

Description	Unit	Base Cost	Days to Complete
Rehabilitation of Unit 1112 Vera Cruz Fire and Water damaged unit	1- Job	\$	

If the Contractor fails to list days to complete, the project must be completed in 120 days from notification to begin work.

Unit Price items and Alternates: The extension is the unit price multiplied by the unit quantity.				
DESCRIPTION	QTY	UNIT	Unit Price	Extension
1. 16 SEER HVAC system in lieu of 14 SEER (Add)	1	Ea	\$	
2. Electric heat system only 60-75K btu (Deduct)	1	Ea	\$( )	
3. Open Cell Foam Insulation in lieu of Fiberglass Batt (add)	2000	SF	\$	\$
4. Glue down vinyl plank 6X48X 2mm w/12 mil wear layer in lieu of VCT (add)	1558	SF	\$	\$
5. Install fresh air vent into HVAC system (required for foam insulation)	1	Ea	\$	
6. Aluminum Frame windows in lieu of Vinyl (deduct)	1	lot	\$( )	
7. Ceramic Tile kitchen backsplash in lieu of plastic laminate (add)	1	Ea	\$	
8. ABS P-Traps in lieu of Chromed Brass (Deduct)	1	lot	\$( )	

### Addenda Acknowledgements

Addendum #1 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #2 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #3 \_\_\_\_\_ Date \_\_\_\_\_

Signature _____	Date _____
Printed Name _____	Company _____
E-mail address if available _____	
Phone _____	Fax _____

**Bidder's Certification**

By signing below, Bidder certifies that the following statements are true and correct:

1. He/she has full authority to bind Bidder and that no member Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items and/or services for which Bids were provided herein will be delivered as specified in the Bid,
3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act,
4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Bidder,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid,
6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
7. Bidder has not received compensation for participation in the preparation of the specifications for this IFB,
8. **Non-Collusive Affidavit:** The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other Bidder, to fix overhead, profit or cost element of said bid price, or that of any other Bidder or to secure any advantage against SAHA or any person interested in the proposed contract; and that all statements in said bid are true.
9. **Child Support:** Pursuant to Section 231.006 (d) of the Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
10. **Lobbying Prohibition:** The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
11. **Non-Boycott of Israel:** SAHA may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. (Texas Government Code chapter 2270). The Contractor by accepting these General Conditions and any associated contract, the CONTRACTOR certifies that it does not Boycott Israel, and agrees that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code Section 808.001, as amended.
12. **TX Gov. Code 2252.152:** Prohibits a government entity from awarding a contract to a company identified as Iran, Sudan, or a Foreign Terrorist Organization as identified on a list maintained by the Texas Comptroller of Public Accounts. By signature hereon bidder certifies that it is not affiliated in any manner with the businesses on this list.

SIGNED: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Company Name) (Company Phone) (Fax)

\_\_\_\_\_  
(Email Address) (Date)