



Newport News Redevelopment & Housing Authority  
Division of Purchasing  
227 27<sup>th</sup> Street P.O. Box 797  
Newport News, VA 23607  
Phone: (757) 928-2623 Fax: (757) 245-2144  
[www.nnrha.com](http://www.nnrha.com)

Request for Quotation  
RFQ#54-CDBGR-01-12  
January 31, 2012

For the following requirements, please quote your best price and delivery, F.O.B. Newport News, and fax your response to (757) 245-2144, email [nbritton@nnrha.org](mailto:nbritton@nnrha.org) or deliver to above specified address. Contact Nina T. Britton for additional information (757) 928-2623.

**1315 32<sup>nd</sup> Street Renovations**  
**Quotation Due Date and Time: February 15, 2012 @ 2:00 P.M**  
**Optional Site Visit: February 3, 2012 @ 10:00 A.M**  
**1315 32<sup>nd</sup> Street**  
**Newport News, VA 23607**

**PURPOSE:**

The purpose of the Request for Quotations (RFQ) is to establish a contract with a qualified vendor to provide residential repairs as specified herein to Newport News Redevelopment & Housing Authority (NNRHA) hereinafter referred to as the Authority. **PLEASE NOTE: The Wilbern Building is closed daily between the hours of 12:00 noon to 1:00 P.M.**

**This form must be signed, as well as subsequent addenda, and all pages returned in an envelope. All signatures must be original and not photocopies.**

In compliance with this Request for Quotation, and subject to all the conditions thereof, the undersigned offers, if this bid is accepted within ninety (90) calendar days from the date of the opening, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item, to be delivered at the time and place specified herein. The undersigned certifies he has read, understands, and agrees to all terms, conditions, and requirements of this solicitation, and is authorized to contract on behalf of firm named below.

Company Name: \_\_\_\_\_ Federal Tax ID: \_\_\_\_\_

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

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

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

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

**1. OPTIONAL SITE INSPECTION:**

An optional site visit will be held on February 3, 2012 at 10:00 A.M at 1315 32<sup>nd</sup> Street, Newport News, VA 23607. The purpose of this site visit is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this request for quotation.

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

**2. PERFORMANCE INSTRUCTIONS:**

Contractor shall contact the Contracting Officers Technical Representative (COTR) for scheduling of all work. All work shall be performed between the hours of 7:00 A.M – 6:00 P.M Monday - Friday and Saturday 7:00 A.M -12:00 P.M. The contractor shall take all precautions necessary to protect the Authority's property and any adjacent property. Damage caused by the contractor shall be repaired at his expense prior to submittal of final request for payment. **Contractor must be class A or B Lead Abatement Contractor. Contractors are prohibited from making direct contact with the client and unscheduled visits to the listed property.**

**3. AWARD OF CONTRACT:**

An award will be made to the lowest responsive and responsible quoter. The Authority reserves the right to make multiple awards or award by lot or total price. The Agency reserves the right to reject any and all quotes in whole or in part, to waive any informalities, and to delete items prior to making an award. Contractor shall begin work within ten (10) calendar days after receiving the Purchase Order or Notice to Proceed and complete the job within thirty (30) calendar days.

**4. PRICING SCHEDULE:**

The contractor certifies that they have familiarized themselves with the property and have reviewed the work to be done to ensure compliance with all applicable regulations and codes. The contractor indicates further that they have reviewed this Request for Quotation, Scope of Work and all attachments.

**5. LIQUIDATED DAMAGES:**

It is hereby understood and agreed by the Contractor that time is of the essence in delivery of supplies, completion of the project, services, materials or equipment of the character and quality specified in the bid document. In the event these specified supplies, services, materials or equipment are not delivered by the dates specified, there will be deducted, not as penalty but as liquidated damages, the sum of **\$100.00** per day for each and every calendar day of delay beyond the time specified; except that if such delays are the result of an act of negligence, or default on the part of NNRHA, public suppliers, or by riot, sabotage or labor trouble that results from cause or causes entirely beyond the control or fault of the Contractor or his suppliers, a reasonable extension of time as NNRHA deems appropriate may be granted. Upon receipt of a written request and justification for an extension from the Contractor, the Contracting Officer may extend the time for performance for the contract or delivery of goods herein specified at the Contracting Officer's sole discretion for good cause shown.

**6. DAVIS BACON WAGE DETERMINATIONS:**

Due to funding source and anticipated dollar amount of this contract, Davis Bacon Wage Rates shall apply. If successful bidder has never attended a pre-construction meeting with the Office of Human Affairs, they shall be required to contact Emmagene Slade at (757) 247-6747 to attend a pre-construction meeting prior to start of work for this project. Otherwise, the contractor must obtain the required forms/signage for submittal and posting within Davis Bacon Regulations. **Please reference decision number VA20100117**

COMPANY NAME: \_\_\_\_\_ **Work Write-Up****1315 32ND STREET DAVIS BACON WAGE RATES APPLY**

Dated: 12/ 2/2011

---

Printed: Thursday, January 26, 2012 09:11 AM

Arranged By: Location (All Locations)

Priorities: All Priorities

Cost: Yes (F Text: Yes Subtotals: No Summary: No Notes: Yes OP Method: At End

---

**CUSTOMER INFORMATION**

NNRHA 1315 32ND STREET CDBG-R LEAD WORK

Project Address

1315 32ND STREET  
NEWPORT NEWS, VA 23607

Customer Address

1315 32ND STREET  
NEWPORT NEWS, VA 23607

Home Phone:

Work Phone:

---

**PREPARED BY**

JO ANN THORNTON/MIKE BENNETT  
NEWPORT NEWS REDEVELOPMENT & HOUSING AUTHORITY  
227 27TH STREET  
NEWPORT NEWS, VA 23607  
757 928-2623

---

# Work Write-Up

NNRHA 1315 32ND STREET CDBG-R LEAD WOR  
 WWU: 1315 32ND STREET DAVIS BACON WAGE RATES APPLY  
 Site: 1315 32ND STREET

Dated: 12/ 2/2011

Location / Work Description	Quantity	UOM	Cost
<b>GENERAL REQUIREMENTS</b>			
15.0000 P1 GENERAL DEMOLITION WORK	0		
15.0200 P1 LEAD PAINT ITEMS Building surfaces and components may or may not contain lead paint. The Contractor is to address these lead hazards by following the instructions in the specifications without modifications or changes unless approved in writing by the risk accessor or lead inspector assigned to this project. Abatement methods, materials, disposal, clean-up and worker protection to comply with applicable federal, state and local laws, regulations and standards. Contractor shall have licenses, insurance and permits; and pay all fees required to perform this work. Contractor to provide Program Administrator with any required compliance and clearance certifications.	0		
15.0205 P1 CONTRACTOR TO PASS ALL CLEARANCE REQUIREMENTS The Contractor is to comply with applicable federal, state and local laws regarding clearance testing. When applicable, clearance is to be done before re-occupancy of unit and upon the completion of all the rehabilitation work. Clearance must not be performed by a person, company or firm sub- contracted or employed by the contractor for any related monitoring, clean up or lead reduction work. If the worksite does not pass clearance, the contractor is responsible for additional cleaning and will be responsible to pay for additional clearance testing. Contractor to provide Program Administrator with any required compliance and clearance certifications.	0		
15.0225 P1 TAKE MEASURES TO CONTAIN AND COLLECT PAINT REMOVED FROM OUTSIDE OF HOUSE Contractor to take measures necessary to prevent paint being removed from exterior of house and making contact with bare ground. Using duct tape, tape two layers of 6-mil polyethylene to foundation wall at least 6" above ground level. Plastic to extend out from house at least 15'. Secure outer edge of poly to ground. Avoid removing paint on windy days. Rake yard around plastic and place stray paint chips on plastic. Don't puncture plastic. No less than AT THE END OF EACH DAY, carefully roll-up paint chips in plastic, seal tightly and deposit in legal dump site. Workers should wear protective clothing and respirators recommended by OSHA.	0		
15.0250 P1 TAKE MEASURES TO CONTAIN DUST DURING REMOVAL OF FLOOR Remove clothing and moveable objects from room and securely fasten 6-mil plastic over all window openings, door openings and lower half of wall surfaces. Wet surfaces being removed to help reduce generation of airborne dust. After demolition carefully remove, roll up, tightly seal and deposit plastic in legal dump site. Do NOT reuse plastic! Only workers should be in room during demolition work. Workers should wear protective clothing and respirators recommended by OSHA.	0		
15.0275 P1 TAKE MEASURES TO CONTAIN DUST AND COLLECT PAINT CHIPS AND CONSTRUCTION DEBRIS WHILE IN ROOM	0		

## Work Write-Up

NNRHA 1315 32ND STREET CDBG-R LEAD WOR  
 WWU: 1315 32ND STREET DAVIS BACON WAGE RATES APPLY  
 Site: 1315 32ND STREET

Dated: 12/ 2/2011

Location / Work Description	Quantity	UOM	Cost
<p>Remove clothing and small moveable objects from room and securely fasten and tape 6-mil polyethylene plastic around remaining objects. Securely and tightly fasten 6-mil plastic over windows, doorways and heating diffusers to create negative air flow in room. Install two layers of 6-mil poly on top of floor rolled up and taped to walls. Don't puncture plastic. After demolition and/or paint removal, carefully roll up, tightly seal and deposit plastic containing paint chips in legal dump site when paint removal and/or demolition is complete. Do NOT reuse plastic! Only workers should be in room during paint removal and/or demolition. Workers should wear protective clothing and respirators recommended by OSHA.</p>	0		
<p>15.0300 P1 TAKE MEASURES TO CONTAIN DUST AND COLLECT PAINT CHIPS WHILE WORKING ON BASEBOARD</p> <p>Remove clothing and small moveable objects from room and securely fasten and tape 6-mil polyethylene plastic around remaining objects. Tape two layers of 6-mil plastic to floor snugly against baseboard and extending out in to room 3' from baseboard. Don't puncture plastic. After demolition and/or paint removal, carefully roll up, tightly seal and deposit plastic containing debris and paint chips in legal dump site. Do NOT reuse plastic! Only workers should be in room during paint removal and/or demolition. Workers should wear protective clothing and respirators recommended by OSHA.</p>	0		
<p>15.0325 P1 TAKE MEASURES TO CONTAIN DUST AND COLLECT PAINT CHIPS WHILE WORKING ON DOOR OPENING COMPONENTS</p> <p>Remove clothing and small moveable objects from room and securely fasten and tape 6-mil polyethylene plastic around remaining objects. Tape two layers of 6-mil plastic to floor snugly against baseboard and extending into room 6' from bottom of door opening and 3' to either side of door. Don't puncture plastic. After demolition and/or paint removal, carefully roll up, tightly seal and deposit plastic with debris and paint chips in legal dump site. Do NOT reuse plastic! Only workers should be in room during paint removal and/or demolition. Workers should wear protective clothing and respirators recommended by OSHA.</p>	0		
<p>15.0350 P1 TAKE MEASURES TO CONTAIN DUST AND COLLECT PAINT CHIPS WHILE WORKING ON WINDOW COMPONENTS</p> <p>Remove clothing and small moveable objects from room and securely fasten and tape 6-mil polyethylene plastic around remaining objects. Tape two layers of 6-mil plastic to floor snugly against baseboard and extending into room 6' wall below window and 3' to either side of window. Don't puncture plastic. After demolition and/or paint removal, carefully roll up, tightly seal and deposit plastic with debris and paint chips in legal dump site. Do NOT reuse plastic! Only workers should be in room during paint removal and/or demolition. Workers should wear protective clothing and respirators recommended by OSHA.</p>	0		
<p>15.0375 P1 HEPA VACUUM AND WIPE DOWN SURFACES</p> <p>Clean work area that does or may contain lead dust using cleaning methods, materials, equipment, clothing and disposal methods recommended by the EPA and/or OSHA. At a minimum, use a HEPA vacuum and attachments to vacuum surfaces noted below. If</p>	0		

# Work Write-Up

NNRHA 1315 32ND STREET CDBG-R LEAD WOR  
 WWU: 1315 32ND STREET DAVIS BACON WAGE RATES APPLY  
 Site: 1315 32ND STREET

Dated: 12/ 2/2011

Location / Work Description	Quantity	UOM	Cost
<p>surfaces can be wiped or moped, wipe and/or string mop surfaces using high-phosphate or approved equal detergent after vacuuming. Be careful to use detergents that do not damage surfaces. HEPA vacuum surfaces again when surfaces have dried.</p>			
<b>SITE WORK</b>			
<p>60.0025 P1 REMOVE ENTIRE CONTENTS OF THE HOUSE AS DEFINED IN SPECIFICATIONS IN STRICT ACCORDANCE WITH HUD &amp; EPA'S REMOVAL OF LEAD BASED PAINT STANDARDS.</p> <p>Remove wall &amp; ceiling coverings down to the stud walls &amp; ceiling joist. Remove entire wall structure between living-rm &amp; dining-rm, install bracing as needed to support ceiling structure until new wall framing is installed. Make this area safe &amp; sound for further construction. Remove windows, widows trims, (interior &amp; exterior). Remove doors &amp; door trims (interior &amp; exterior). remove all basebards, shoe trims, cabinets &amp; fireplace mantle Secure all windows &amp; exterior door units with 1/2" OSB board. All nails &amp; fasteners shall be removed from wall studs &amp; ceiling joist.</p> <p>Remove all components from the cornice system, rake boards and porch ceiling down to structure, prepare all surfaces for new installations.</p>	1,755	SF	

## Cost Summary

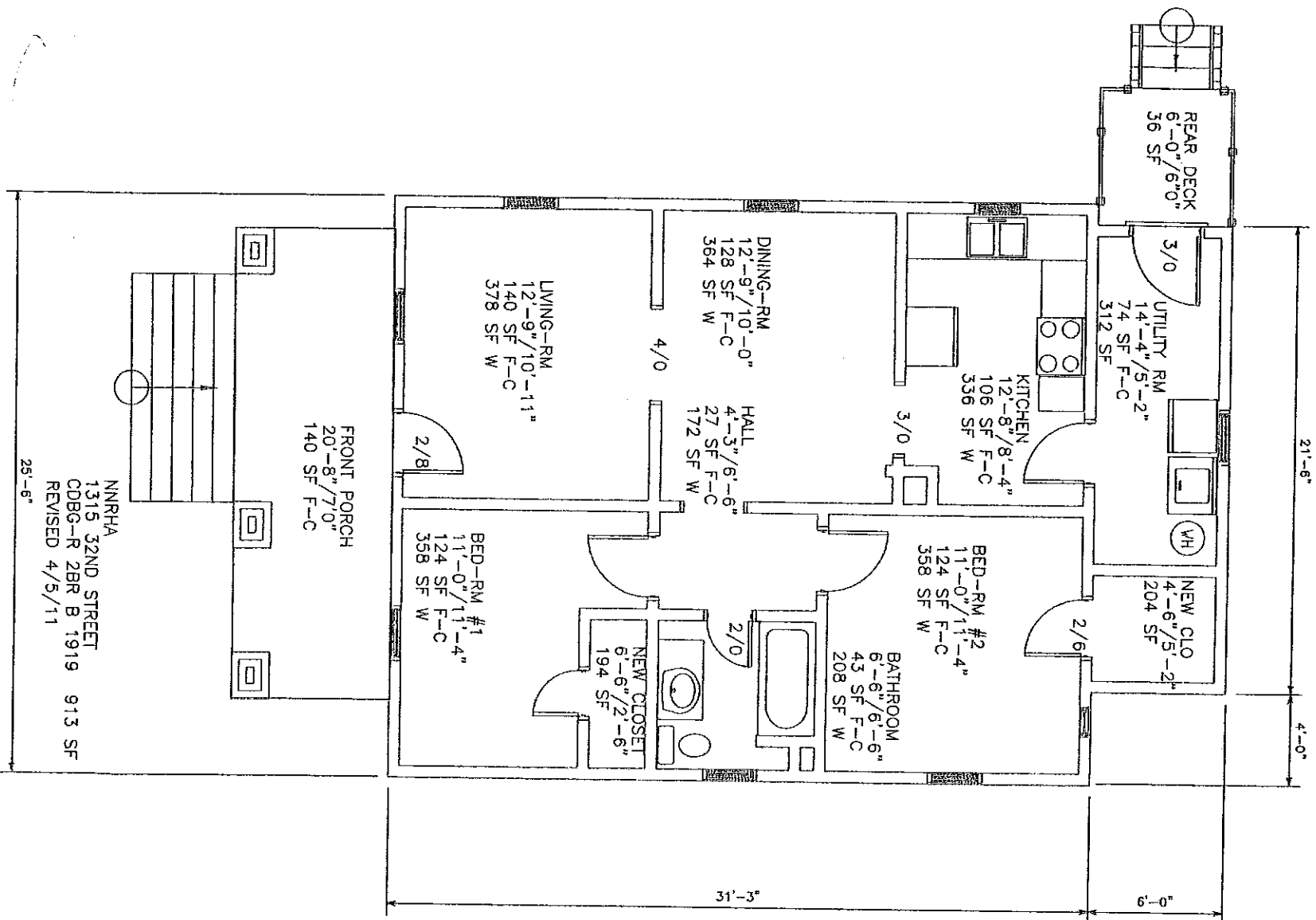
Total Cost



NNRHA  
1315 32ND STREET  
PAINT TEST RESULTS

AUGUST 17, 2009

Reading No	Type	Component	Substrate	Side	Condition	Color	Site	Inspector	Floor	Results	PbC
1	SHUTTER_CAL										10
2	PAINT	calibration								Positive	1.1
3	PAINT	calibration								Positive	1
4	PAINT	calibration								Positive	1.1
5	PAINT	CEILING	PLASTER	UPPER	PEELING	WHITE	living room	m pack	FIRST	Negative	< LOD
6	PAINT	WALL	PLASTER	D	PEELING	BEIGE	living room	m pack	FIRST	Negative	0.7
7	PAINT	BASEBOARD	WOOD	D	PEELING	BEIGE	living room	m pack	FIRST	Positive	2.3
8	PAINT	WINDOW	WOOD	D	PEELING	BEIGE	living room	m pack	FIRST	Positive	1.8
9	PAINT	COLUMN	WOOD	A	PEELING	BEIGE	living room	m pack	FIRST	Positive	2.3
10	PAINT	FLOOR	WOOD	LOWER	POOR	BROWN	living room	m pack	FIRST	Negative	< LOD
11	PAINT	FLOOR	WOOD	LOWER	POOR	BROWN	dining room	m pack	FIRST	Negative	< LOD
12	PAINT	WALL	PLASTER	C	PEELING	BEIGE	dining room	m pack	FIRST	Negative	< LOD
13	PAINT	CEILING	PLASTER	UPPER	PEELING	WHITE	dining room	m pack	FIRST	Negative	0.3
14	PAINT	BASEBOARD	WOOD	B	PEELING	BEIGE	dining room	m pack	FIRST	Positive	2.4
15	PAINT	FIREPLACE MANTLE	WOOD	A	POOR	BROWN	dining room	m pack	FIRST	Negative	< LOD
16	PAINT	WINDOW	WOOD	D	PEELING	BEIGE	dining room	m pack	FIRST	Positive	1.8
17	PAINT	WINDOW	WOOD	B	PEELING	BLUE	bedrom 1	m pack	FIRST	Positive	1.6
18	PAINT	BASEBOARD	WOOD	B	PEELING	BLUE	bedrom 1	m pack	FIRST	Positive	2.1
19	PAINT	WALL	PLASTER	B	PEELING	BLUE	bedrom 1	m pack	FIRST	Negative	< LOD
20	PAINT	DOOR	WOOD	A	PEELING	WHITE	bedrom 1	m pack	FIRST	Positive	1.5
21	PAINT	DOOR	WOOD	D	PEELING	WHITE	bathroom	m pack	FIRST	Positive	2
22	PAINT	WINDOW	WOOD	B	PEELING	WHITE	bathroom	m pack	FIRST	Positive	2.8
23	PAINT	WALL	PLASTER	C	PEELING	WHITE	bathroom	m pack	FIRST	Negative	< LOD
24	PAINT	MEDICINE CABINET	WOOD	D	PEELING	WHITE	bathroom	m pack	FIRST	Positive	1.8
25	PAINT	BASEBOARD	WOOD	D	PEELING	WHITE	bedroom 2	m pack	FIRST	Positive	2.2
26	PAINT	WINDOW	WOOD	B	PEELING	WHITE	bedroom 2	m pack	FIRST	Positive	1.8
27	PAINT	DOOR	WOOD	D	PEELING	WHITE	bedroom 2	m pack	FIRST	Positive	1.9
28	PAINT	WALL	PLASTER	A	PEELING	PINK	bedroom 2	m pack	FIRST	Negative	0.9
29	PAINT	WALL	PLASTER	A	PEELING	WHITE	kitchen	m pack	FIRST	Positive	1.6
30	PAINT	WALL	PLASTER	C	PEELING	WHITE	kitchen	m pack	FIRST	Positive	2.3
31	PAINT	BASEBOARD	WOOD	D	PEELING	WHITE	kitchen	m pack	FIRST	Positive	< LOD
32	PAINT	WINDOW	WOOD	D	PEELING	WHITE	kitchen	m pack	FIRST	Positive	2.7
33	PAINT	CABINET	WOOD	B	POOR	WHITE	kitchen	m pack	FIRST	Negative	< LOD
34	PAINT	DOOR	WOOD	A	PEELING	WHITE	kitchen	m pack	FIRST	Positive	3.3
35	PAINT	WALL	PLASTER	A	PEELING	WHITE	utility room	m pack	FIRST	Negative	< LOD
36	PAINT	window trim	METAL	D	CHALKING	WHITE	exterior	m pack	FIRST	Negative	< LOD
37	PAINT	siding	METAL	D	CHALKING	GREEN	exterior	m pack	FIRST	Negative	< LOD
38	PAINT	calibration						m pack		Positive	1.1
39	PAINT	calibration						m pack		Positive	1.1
40	PAINT	calibration						m pack		Positive	1



NNRHA  
 1315 32ND STREET  
 CDBG-R ZBR B 1919 913 SF  
 REVISED 4/5/11

REAR PORCH  
2'-10"/5'-9"  
11 SF

UTILITY-RM  
19'-6"/5'-2"  
100 SF F-C  
394 SF W

KITCHEN  
12'-98"/8'-4"  
106 SF F-C  
336 SF W

DINING-RM  
12'-9"/10'-0"  
128 SF F-C  
364 SF W

HALL  
4'-3"/6'-6"  
27 SF F-C  
172 SF W

LIVING-RM  
12'-9"/10'-11"  
140 SF F-C  
378 SF W

BED-RM #2  
11'-0"/11'-4"  
124 SF F-C  
358 SF W

BATHROOM  
6'-6"/6'-6"  
43 SF F-C  
208 SF W

BED-RM #1  
11'-0"/11'-4"  
124 SF F-C  
358 SF W

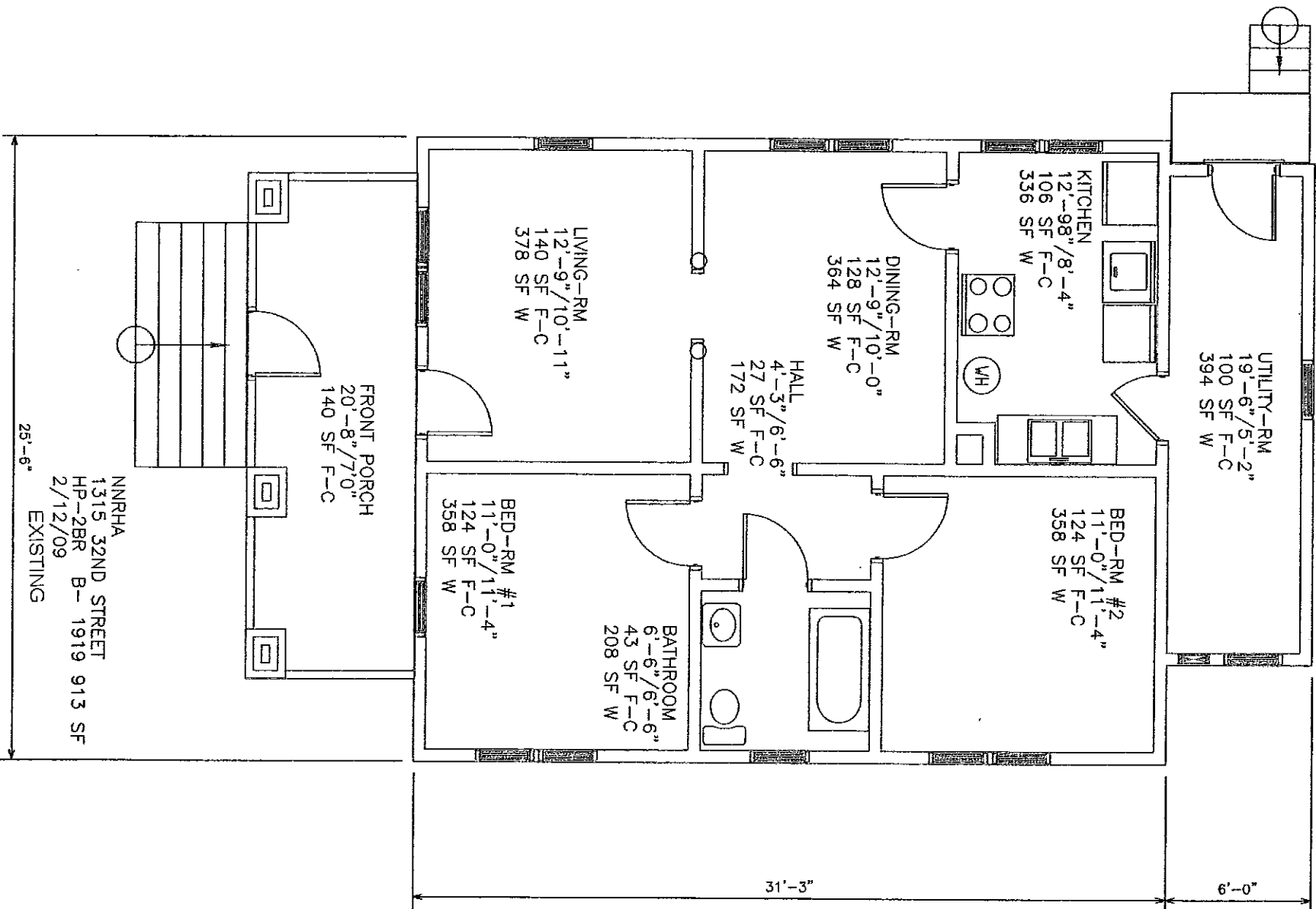
FRONT PORCH  
20'-8"/7'-0"  
140 SF F-C

NNRHA  
1315 32ND STREET  
HP-2BR B- 1919 913 SF  
2/12/09  
EXISTING

25'-6"

31'-3"

6'-0"





Credentials	Agency	Program
Accreditation	ABS	(Hull Thickness)
Accreditation	NIST	NVLAP
		(Bulk Asbestos)
		EMLAP
		(Spore Trap Analysis)
Accreditation	AIHA	HLAP
		(Asbestos, Metals)
		EL LAP (Lead)
Certification	HRSD	(Sewage)
Certification	Virginia	SWDP
		(Drinking Water)
Approval	DOD-	(Resin)
	US Navy	
Approval	FDA	(Metals in
		Ceramic ware)
Approval	State Water	NDPES (Water
	Control Board	and Wastewater)
	(SWCB)	

**Marine Chemist Service, Inc.**

11850 TUG BOAT LANE  
 NEWPORT NEWS, VA 23606-2527  
 TEL: (757) 873-0933 · NORFOLK (757) 640-1122  
 FAX: (757) 873-1074 · NORFOLK (757) 625-5696  
[www.MarineChemist.com](http://www.MarineChemist.com)

January 24, 2012

Newport News Redevelopment  
 And Housing Authority  
 Attn: JoAnn Thornton  
 P.O. Box 797  
 Newport News, VA 23607

Reference: 1315-32<sup>nd</sup> Street  
 Newport News, Virginia  
 MCS Job # 12-007X

Dear Ms. Thornton:

Enclosed, please find the modified lead hazard assessment report, sketches indicating sample locations and the reports of analysis for the inspection for the above referenced facility.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Angela Mulleano  
 Lead Risk Assessor  
 VA State License No. 000460

Enclosures

**MODIFIED LEAD HAZARD ASSESSMENT  
OF  
1315-32<sup>nd</sup> STREET  
NEWPORT NEWS, VIRGINIA**



**Marine Chemist Service, Inc.**

**11850 Tug Boat Lane, Newport News, VA 23606-2527**

**Phone: (757) 873-0933 · Norfolk (757) 640-1122**

**Fax: (757) 873-1074 · Norfolk (757) 625-5696**

[www.MarineChemist.com](http://www.MarineChemist.com)



Marine Chemist Service, Inc.

11850 Tug Boat Lane  
Newport News, Virginia 23606  
www.MarineChemist.com

**Modified Lead Hazard Assessment**

of

1315-32<sup>nd</sup> Street  
Newport News, Virginia

on

January 19, 2012

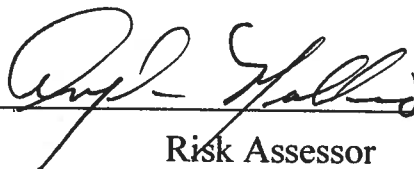
Prepared for  
JoAnn Thornton  
Newport News Redevelopment and  
Housing Authority  
Post Office Box 797, Newport News, Virginia 23607  
Office (757) 928-2620  
Fax (757) 245-4316

Prepared by  
Angela Mulleano  
Lead Risk Assessor Virginia State License No. 3356-000460  
Marine Chemist Service, Inc  
11850 Tug Boat Lane, Newport News Virginia 23606  
Office (757) 873-0933  
MCS Job Number 12-007X

January 24, 2012

---

(Date)



---

Risk Assessor



Marine Chemist Service, Inc.

### **SUMMARY**

As requested, a modified lead hazard assessment was conducted on 1315-32<sup>nd</sup> Street, Newport News, Virginia. Angela Mulleano, a Certified Lead Risk Assessor (Virginia License No. 3356-000460) conducted the Lead Based Paint risk assessment / lead hazard screen. The evaluation consisted of lead wipe testing. The following conclusions were derived from this investigation:

<b>Lead-Based Paint</b>	At the time of the assessment, JoAnn Thornton of Newport News Redevelopment and Housing Authority performed an XRF lead-based paint inspection in accordance with HUD guidelines. Lead-based paint was determined to be present.
<b>Potential Soil Contamination Hazard</b>	At the time of this lead risk assessment / lead hazard screen, no samples were taken because there was no bare soil



<b>Environmental Conditions</b>	<p>For this modified lead risk assessment / lead hazard screen, windowsill and floor dust wipe samples were taken January 19, 2012 in each room where a child could have access in accordance with HUD guidelines. Dust wipe sample analyses indicate a contamination hazard <b>does exist</b>. The following wipe samples taken were above the action levels required from EPA and HUD guidelines:</p> <ul style="list-style-type: none"><li>• Living Room Floor at Front Door, Results 332.5 µg/ft</li><li>• Living Room Window Sill, Results 7,143 µg/ft</li><li>• Dining Room Floor, Results 498.5 µg/ft</li><li>• Dining Room Window Sill, Results 1,777</li><li>• Kitchen Floor, Results 134.5 µg/ft</li><li>• Kitchen Window Sill, Results 2,589 µg/ft</li><li>• Front Bedroom Floor, Results 48.5 µg/ft</li><li>• Front Bedroom Window Sill, Results 4,840 µg/ft</li><li>• Rear Bedroom Floor, Results 101.5 µg/ft</li><li>• Rear Bedroom Window Sill, Results 33, 830 µg/ft</li><li>• Bathroom Floor, Results 214.0 µg/ft</li><li>• Bathroom Window Sill, Results 274.3 µg/ft</li></ul> <p><b>HUD Standards: 40 ug/ft<sup>2</sup> (floors), 250 ug/ft<sup>2</sup> (interior windowsills).</b></p>
<b>Detectable Lead Levels</b>	Renovation or demolition may disturb painted surfaces with detectable levels of lead. OSHA compliance may apply.
<b>Ceramics Tiles</b>	Ceramic materials may contain lead and should be tested prior to any renovation or demolition.



### **DESCRIPTION**

The house, located at 1315-32<sup>nd</sup> Street, Newport News, Virginia, consists of a one-story wood structure single family home. The house and its painted components were in poor condition throughout. The modified lead hazard screen showed that at the time of the assessment, a lead-based paint hazard (as defined on the Title X of 1992 Housing and Community Development Act) **does exist** (see summary).

### **DISCLOSURE REQUIREMENTS**

A copy of this summary must be provided to the current home owner, tenant and new lessees (tenants) and any new purchasers of this property under federal law (24 CFR part 25 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to any new tenants. Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.

### **REEVALUATION**

Standard Reevaluation Schedule 3 contained in the HUD Guidelines applies to this property, since all of the rooms had a dust lead level greater than the standard. Therefore, the dwelling should be reevaluated January 19, 2013 one year from now. If no lead-based paint hazards are identified at that time, another reevaluation should be conducted in January 19, 2014 two years later. If no lead-based paint hazards are identified at that time, no further reevaluations are needed. However, since lead-based paint is present in the dwelling, the owner should monitor the condition of all painted surfaces at least annually or whenever other information indicates a potential problem.



**Recorded during onsite investigation**

**Condition of Paint on Selected Surfaces**

<b>Building Component</b>	<b>Paint Condition (Intact, deteriorated, or not Present)</b>	<b>Deterioration Due to Friction or Impact?</b>	<b>Deterioration Due to Moisture?</b>	<b>Location of Painted Component with Visible Bite Marks</b>
Door components	Deteriorated,	Friction	Yes	N/A
Window components	Deteriorated,	Friction	Yes	N/A
Walls	Deteriorated,	Impact	Yes	N/A
Ceilings	Deteriorated,	Impact	Yes	N/A
Floors	N/A	N/A	N/A	N/A
Baseboards	Deteriorated,	Friction	Yes	N/A
Exterior Door components	Deteriorated,	Impact	Yes	N/A
Exterior components	Deteriorated,	Impact	Yes	N/A

If the overall condition of a component is similar throughout a dwelling, that condition should be recorded. The specific locations of any component with bite marks should be recorded.

**Note:**

- House was unoccupied at the time of inspection.
- The house and its painted components were in poor condition throughout.



### Building Condition Form

Condition	Yes	No
Roof missing parts of surfaces (tiles, boards, shakes, etc.)		X
Roof has holes or large cracks		X
Gutters or downspouts broken		X
Chimney masonry cracked, bricks loose or missing, obviously out of plumb		X
Exterior or interior walls have obvious large cracks or holes, requiring more than routine pointing (if masonry) or painting.	X	
Exterior siding has missing boards or shingles	X	
Water stains on interior walls or ceilings	X	
Plaster walls or ceilings deteriorated	X	
Two or more windows or doors broken, missing or boarded up	X	
Porch or steps have major elements broken, missing or boarded up		X
Foundation has major cracks, missing material, structure leans, or visibly unsound.		X
<b>Total Number</b>	5	6

If the "Yes" column has 2 or more checks, the dwelling is considered to be in poor condition for the purposes of risk assessment. However, specific conditions and extenuating circumstances should be considered before determining final condition of the building and the appropriateness of a lead hazard screen.

#### NOTES:

1. The kitchen ceiling has a large crack and shows signs of water damage.
2. Throughout the dwelling, various interior walls and ceilings show signs of paint deterioration and impact damage.
3. Various windows throughout the dwelling show signs of significant impact damage, moisture damage, and deterioration.



**Form 5.0**

*Resident Questionnaire*

(To be completed by risk assessor via interview with resident)

1. (a) Do you have any children that live in your home? Yes \_\_\_\_\_ No \_\_\_\_\_  
(If no children, skip to Question 5.)
- (b) If yes, how many? \_\_\_\_\_ Ages? \_\_\_\_\_
- (c) Record blood lead levels, if known: \_\_\_\_\_
- (d) Are there women of childbearing age present? Yes \_\_\_\_\_ No \_\_\_\_\_

2. Locations of the rooms/areas where each child sleeps, eats and plays.

Name of Child	Location of Bedroom	Locations of all rooms where child eats	Primary location where child plays indoors	Primary location where child plays outdoors
<b>House was unoccupied at the time of inspection</b>				

3. Where are toys stored/kept? \_\_\_\_\_
4. Is there any visible evidence of chewed or peeling paint on the woodwork, furniture or toys?  
Yes \_\_\_ No \_\_\_

**Family Use Patterns**

5. Which entrances are used most frequently? \_\_\_\_\_
6. Which windows are opened most frequently? \_\_\_\_\_
7. Do you use window air conditioners? If yes, where? \_\_\_\_\_  
(Condensation often causes paint deterioration)
8. Do any household members engage in gardening? Yes \_\_\_\_\_ No \_\_\_\_\_



Marine Chemist Service, Inc.

Record the location of any vegetable garden: \_\_\_\_\_

Are you planning any landscaping activities that will remove the grass or ground covering? Yes \_\_\_\_\_ No \_\_\_\_\_

9. How often is the household cleaned? \_\_\_\_\_

What cleaning methods are used? \_\_\_\_\_

10. Did you recently complete any building renovations? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, where? \_\_\_\_\_

Was building debris stored in the yard? If yes, where?

\_\_\_\_\_

11. Are you planning any building renovations? \_\_\_\_\_

Where? \_\_\_\_\_

12. Do any household members work in a lead-related industry? Yes \_\_\_ No \_\_\_

If yes, where are dirty work clothes placed and cleaned? \_\_\_\_\_

Notes/Comments:

Pets: \_\_\_\_\_

Dwelling Build Date: \_\_\_\_\_

HUD or Federal Funds: \_\_\_\_\_

Continuous Cooperation/Support: \_\_\_\_\_

Maintenance POC: \_\_\_\_\_



**Form 5.4**  
**Field Sampling Form for Dust**  
**(Single-Surface Sampling)**

Name of risk assessor: Angela Mulleano

Name of property owner: Newport News Redevelopment and Housing Authority

Property address: 1315-32<sup>nd</sup> Street, Newport News, Virginia

Dwelling selection protocol:  All dwellings;  Targeted;  Worst case;  Random

Target dwelling criteria (check all that apply)

- Code violations
- Judged to be in poor condition
- Presence of two or more children between ages 6-months and 6-years of age.
- Serves as daycare facility
- Recently prepared for re-occupancy

Sample number	Room (name of room used by resident)	Surface type	Is surface smooth and cleanable?	Dimensions of sample area (inches x inches)	Area (ft <sup>2</sup> )	Results of lab analysis (µg/ft <sup>2</sup> )
W-1	Living Room	Floor	Yes	12 x 12	1.0	332.5-µg/ft <sup>2</sup>
W-2	Living Room	Windowsill	Yes	3 x 27	0.56	7,143-µg/ft <sup>2</sup>
W-3	Dining Room	Floor	Yes	12 x 12	1.0	498.5-µg/ft <sup>2</sup>
W-4	Dining Room	Windowsill	Yes	3 x 27	0.56	1,777-µg/ft <sup>2</sup>
W-5	Kitchen	Floor	Yes	12 x 12	1.0	134.5-µg/ft <sup>2</sup>
W-6	Kitchen	Windowsill	Yes	3 x 27	0.56	2,589-µg/ft <sup>2</sup>
W-7	Front Bedroom	Floor	Yes	12 x 12	1.0	48.5-µg/ft <sup>2</sup>
W-8	Front Bedroom	Windowsill	Yes	2.5 x 27	0.47	4,840-µg/ft <sup>2</sup>
W-9	Rear Bedroom	Floor	Yes	12 x 12	1.0	101.5-µg/ft <sup>2</sup>
W-10	Rear Bedroom	Window Sill	Yes	2.5 x 27	0.47	33,830-µg/ft <sup>2</sup>

Total number of samples on this page: 10 Page 1 of 2

Date of sample collection: January 19, 2012 Date shipped to lab: January 19, 2012

Shipped by: Angela Mulleano Date results reported: January 23, 2012

HUD Standards: 40 ug/ft<sup>2</sup> (floors), 250 ug/ft<sup>2</sup> (interior windowsills).



Form 5.4

### Field Sampling Form for Dust (Single-Surface Sampling)

Name of risk assessor: Angela Mulleano

Name of property owner: Newport News Redevelopment and Housing Authority

Property address: 1315-32<sup>nd</sup> Street, Newport News, Virginia

Dwelling selection protocol:  All dwellings;  Targeted;  Worst case;  Random

Target dwelling criteria (check all that apply)

- Code violations
- Judged to be in poor condition
- Presence of two or more children between ages 6-months and 6-years of age.
- Serves as daycare facility
- Recently prepared for re-occupancy

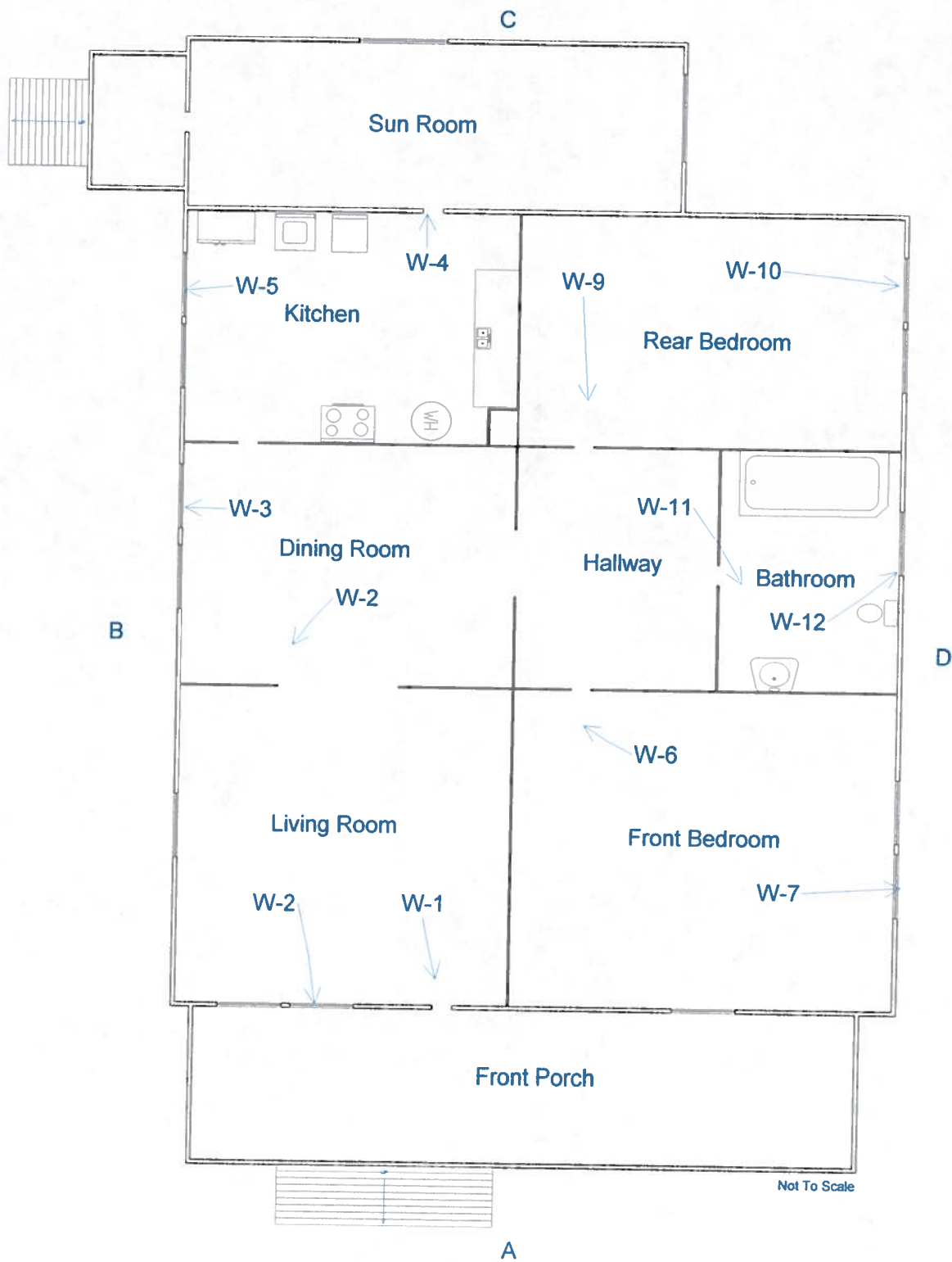
Sample number	Room (name of room used by resident)	Surface type	Is surface smooth and cleanable?	Dimensions of sample area (inches x inches)	Area (ft <sup>2</sup> )	Results of lab analysis (µg/ft <sup>2</sup> )
W-11	Bathroom	Floor	Yes	12 x 12	1.0	214.0-µg/ft <sup>2</sup>
W-12	Bathroom	Window Sill	Yes	2.5 x 39	0.67	274.3-µg/ft <sup>2</sup>
W-13	VOID	<b>Sunroom was un-safe for entry</b>				
W-14	VOID					
W-15	Blank I	N/A	N/A	N/A	N/A	<5.0-µg/ft <sup>2</sup>
W-16	Blank II	N/A	N/A	N/A	N/A	<5.0-µg/ft <sup>2</sup>

Total number of samples on this page: 6 Page 2 of 2

Date of sample collection: January 19, 2012 Date shipped to lab: January 19, 2012

Shipped by: Angela Mulleano Date results reported: January 23, 2012

**HUD Standards: 40 ug/ft<sup>2</sup> (floors), 250 ug/ft<sup>2</sup> (interior windowsills).**



Lead Based Paint Dust Wipe Sample Locations  
 1315-32nd Street  
 Newport News, Virginia



**Credentials**  
Accreditation  
Accreditation

**Agency**  
ABS  
NIST

**Accreditation**  
AIHA

**Program (Scope)**  
(Hull Thickness)  
NVLAP  
Bulk Asbestos (PLM)  
ELLAP (Lead)  
EMLAP  
Air (Direct Examination)  
IHLAP  
Asbestos (PCM)  
Dust (Gravimetry)  
Metals (Pb, Cd, Cr & Zn)  
Resin

**Approval**  
DOD-  
US Navy

Laboratory accreditations cover only to the scopes listed above.  
AIHA Laboratory No: 100551  
NVLAP Lab Code: 200628-0  
Virginia Asbestos Lab License No: 3333 000004

**Marine Chemist Service, Inc.**

11850 TUG BOAT LANE  
NEWPORT NEWS, VA 23606-2527  
TEL: (757) 873-0933 · NORFOLK (757) 640-1122  
FAX: (757) 873-1074 · NORFOLK (757) 625-5696  
[www.MarineChemist.com](http://www.MarineChemist.com)

Newport News Redevelopment and Housing Authority  
Attn: JoAnn Thornton  
P.O. Box 797  
Newport News, VA 23607

**MCS Report No.:** 0092654  
**Report Date:** 01/23/2012  
**MCS Job No.:** 12-007X  
**Customer PO No.:**

**Date Sampled:** 01/19/2012  
**Sampled By:** Angela Mulleano  
**Job Location:** 1315 32nd St, NN, VA

**Date Received:** 01/19/2012  
**Received By:** SGW  
**Sample Matrix:** WIPE

**REPORT OF ANALYSIS**

MCS Sample No.	Sample Location	Analysis	Result	Reporting Limit	Units	Method	Analysis Date	Analyst
Field Sample ID	Description							
0092654-001 W1	Living Room Entry Floor (12"x12")	Lead	332.5	5.0	µg/ft2	NIOSH 7082	01/23/2012	SLW
0092654-002 W2	Living Room Window Sill (3"x27")	Lead	7,143	8.9	µg/ft2	NIOSH 7082	01/23/2012	SLW
0092654-003 W3	Dining Room Entry Floor (12"x12")	Lead	498.5	5.0	µg/ft2	NIOSH 7082	01/23/2012	SLW
0092654-004 W4	Dining Room Window Sill (3"x27")	Lead	1,777	8.9	µg/ft2	NIOSH 7082	01/23/2012	SLW
0092654-005 W5	Kitchen Entry Floor (12"x12")	Lead	134.5	5.0	µg/ft2	NIOSH 7082	01/23/2012	SLW
0092654-006 W6	Kitchen Window Sill (3"x27")	Lead	2,589	8.9	µg/ft2	NIOSH 7082	01/23/2012	SLW
0092654-007 W7	Front Bedroom Entry Floor (12"x12")	Lead	48.5	5.0	µg/ft2	NIOSH 7082	01/23/2012	SLW
0092654-008 W8	Front Bedroom Window Sill (2.5"x27")	Lead	4,840	10.6	µg/ft2	NIOSH 7082	01/23/2012	SLW
0092654-009 W9	Rear Bedroom Entry Floor (12"x12")	Lead	101.5	5.0	µg/ft2	NIOSH 7082	01/23/2012	SLW
0092654-010 W10	Rear Bedroom Window Sill (2.5"x27")	Lead	33,830	10.6	µg/ft2	NIOSH 7082	01/23/2012	SLW
0092654-011 W11	Bathroom Entry Floor (12"x12")	Lead	214.0	5.0	µg/ft2	NIOSH 7082	01/23/2012	SLW
0092654-012 W12	Bathroom Window Sill (2.5"x39")	Lead	274.3	7.4	µg/ft2	NIOSH 7082	01/23/2012	SLW



### Marine Chemist Service, Inc.

11850 TUG BOAT LANE  
NEWPORT NEWS, VA 23606-2527  
TEL: (757) 873-0933 · NORFOLK (757) 640-1122  
FAX: (757) 873-1074 · NORFOLK (757) 625-5696  
[www.MarineChemist.com](http://www.MarineChemist.com)

**Credentials**  
Accreditation  
Accreditation  
Agency  
ABS  
NIST  
AIHA  
**Program (Scope)**  
(Hull Thickness)  
NVLAP  
Bulk Asbestos (PLM)  
ELLAP (Lead)  
EMLAP  
Air (Direct Examination)  
IHLAP  
Asbestos (PCM)  
Dust (Gravimetry)  
Metals (Pb, Cd, Cr & Zn)  
Resin  
Approval  
DOD-  
US Navy  
Laboratory accreditations cover only to the scopes listed above.  
AIHA Laboratory No: 100551  
NVLAP Lab Code: 200628-0  
Virginia Asbestos Lab License No: 3333 000004

Newport News Redevelopment and Housing Authority  
Attn: JoAnn Thornton  
P.O. Box 797  
Newport News, VA 23607

**MCS Report No.:** 0092654  
**Report Date:** 01/23/2012  
**MCS Job No.:** 12-007X  
**Customer PO No.:**

**Date Sampled:** 01/19/2012  
**Sampled By:** Angela Mulleano  
**Job Location:** 1315 32nd St, NN, VA

**Date Received:** 01/19/2012  
**Received By:** SGW  
**Sample Matrix:** WIPE

## REPORT OF ANALYSIS

MCS Sample No.	Sample Location	Analysis	Result	Reporting Limit	Units	Method	Analysis Date	Analyst
0092654-013 W15	Blank	Lead	<5.0	5.0	µg	NIOSH 7082	01/23/2012	SLW
0092654-014 W16	Blank	Lead	<5.0	5.0	µg	NIOSH 7082	01/23/2012	SLW

*Bharati Lakshmi*  
Approved Signatory - Dr. Bharati Lakshmi, Ph.D  
Laboratory Supervisor

- \* MCS, Inc. can not attest to nor be held responsible for the proper collection of samples and/or accuracy of the sample information provided by customers for samples not collected by MCS, Inc.
- \* Test report relates only to the items tested.
- \* This report shall not be reproduced, except in full, without the written approval of this laboratory.
- \* For all laboratory test results assume two significant figures.
- \* Laboratory test results are not corrected for blank values.
- \* All laboratory test results meet the applicable quality control requirements unless otherwise mentioned.
- \* The Report includes Chain of Custody and if applicable TWA Table.



**Maritime Chemist Service, Inc.**  
 11850 Tug Boat Lane • Newport News, VA 23606  
 (757) 873-0933 • (757) 873-1074 (fax)  
 www.marinechemist.com • marchem@visi.net

Page 1 of 2

Chain of Custody

MCS Report No: 0092057 120120

- Matrix
- Air
  - Oil
  - Paint
  - Sludge
  - Soil
  - Solid
  - Drinking Water
  - Wipe
  - Wastewater
  - Other
  - Bulk
  - Building Material

Number of Blanks: 2

Blank 1 W15

Blank 2 W16

Requested Turnaround Time

Same Day  1 Day  Standard

Extra Charge for Priority TAT Jan. 23 2012

Client NNRHA

Contact Name Jo Ann Thornton

Phone / Fax Numbers 151-928-4620

Job Location 1315 32<sup>ND</sup> STREET, NN, VA

Job Number 12-007X P.O. No. \_\_\_\_\_

Samples Acceptable: YES  NO

Special Instructions: \_\_\_\_\_

DO NOT MAIL  GIVE REPORT TO: ANEREA

RECEIVED JAN 24 2012

Field ID	Sample Number	Sample Description	Sample Date		Sample Time		Flow Rate	Air Vol. or Wipe Area	Analysis	Presy
			Start	Stop	Start	Stop				
W1	W00051-001	FLOOR LIVING ROOM ENTRY WINDOW SILL	19 JAN 12					12"x12"	Pb	
W2	W00051-002	FLOOR LIVING ROOM WINDOW SILL	19 JAN 12					3"x24"	Pb	
W3	W00051-003	FLOOR DINING ROOM ENTRY WINDOW SILL	19 JAN 12					12"x12"	Pb	
W4	W00051-004	FLOOR DINING ROOM WINDOW SILL	19 JAN 12					3"x24"	Pb	
W5	W00051-005	FLOOR KITCHEN ENTRY WINDOW SILL	19 JAN 12					12"x12"	Pb	
W6	W00051-006	FLOOR KITCHEN WINDOWSILL	19 JAN 12					3"x24"	Pb	
W7	W00051-007	FLOOR FRONT BEDROOM ENTRY WINDOW SILL	19 JAN 12					12"x12"	Pb	
W8	W00051-008	FLOOR FRONT BEDROOM WINDOW SILL	19 JAN 12					12"x12"	Pb	
W9	W00051-009	FLOOR REAR BEDROOM ENTRY WINDOW SILL	19 JAN 12					2.5"x27"	Pb	
W10	W00051-010	FLOOR REAR BEDROOM WINDOW SILL	19 JAN 12					12"x12"	Pb	
								2.5"x27"	Pb	

Sampled By Angela Mullean

Signature Angela Mullean Date/Time Jan 19 2012

Transmitted To Charm Wight

Signature Charm Wight Date/Time Jan 19 2012

Received By \_\_\_\_\_

Signature \_\_\_\_\_ Date/Time \_\_\_\_\_

Office Use Only

Received \_\_\_\_\_

Verbal \_\_\_\_\_

Mail \_\_\_\_\_

Copied: 1/24/12 admin

Ann



**Marine Chemist Service, Inc.**  
 11850 Tug Boat Lane • Newport News, VA 23606  
 (757) 873-0933 • (757) 873-1074 (fax)  
 www.marinechemist.com • marchem@visi.net

MCS Report No: 1006054

**Matrix**  
 Air  
 Oil  
 Paint  
 Sludge  
 Soil  
 Solid

Number of Blanks: 2  
 Blank 1 W15  
 Blank 2 W16

Requested Turnaround Time  
 Same Day \_\_\_ 1 Day \_\_\_  
 2 Day \_\_\_ Standard \_\_\_  
 Extra Charge for Priority TAT  
Jan. 23 2012

Chain of Custody

Client NNRHA

Contact Name Jo Ann Thornton  
 Phone / Fax Numbers 157-928-2120  
 Job Location 1315 32<sup>ND</sup> STREET, NN, VA  
 Job Number 12-008 X P.O.No. \_\_\_  
 Samples Acceptable: YES  NO \_\_\_  
 Special Instructions: \_\_\_

DO NOT MAIL  GIVE REPORT TO: ANGIE/A

Field ID	Sample Number	Sample Description	Sample Date		Sample Time		Flow Rate		Air Vol. or Wipe Area	Analysis	Presv
			Start	Stop	Start	Stop	Initial	Final			
W11	W00054-011	FLOOR BATHROOM ENTRY WINDOW SILL	19 JAN 12						12"x12"	Pb	
W12	W00054-012	FLOOR BATHROOM WINDOW SILL	19 JAN 12						2.5"x3"	Pb	
W13	W00054-013	WINDOW SILL VOID AM	19 JAN 12						12"x12"	Pb	
W14	W00054-014	WINDOW SILL VOID AM	19 JAN 12							Pb	
W15	W00054-015	BLANK	19 JAN 12							Pb	
W16	W00054-016	BLANK	19 JAN 12							Pb	

Sampled By Angela Mullens Received By Shirley King  
 Transported By Angela Mullens Signature Shirley King  
 Signature Angela Mullens Date/Time 1/19/12 1535  
 Date/Time Jan. 19 2012

Office Use Only  
 Received By \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Date/Time \_\_\_\_\_  
 Faxed: \_\_\_\_\_  
 Verbal: \_\_\_\_\_  
 Mailed: \_\_\_\_\_  
 Copied: \_\_\_\_\_



Marine Chemist Service, Inc.

## MAINTENANCE MANAGEMENT RECOMMENDATIONS (LEAD HAZARD CONTROL PLAN)

Any residence or facility built prior to 1978 may contain lead-based paint. Abatement or interim controls are required to eliminate or control any lead hazard.

**Abatement** defined by Title X: "The term 'abatement' means any set of measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by appropriate Federal agencies." Abatement includes activities designed to last at least 20 years. Interim controls are measures that are designed to minimize the exposure to lead but are not designed to last 20 years.

The purpose of abatement or interim controls is to remove the lead hazard, not necessarily remove all the lead-based paint. Abatement or interim controls may be accomplished through enclosing, replacement, encapsulating, or mechanically covering the lead hazard. Abatement or interim controls can also include the following activities: lead hazard evaluation (**completed**), planning, training, housekeeping, cleaning, clearance, and waste disposal. Reevaluation (formerly known as 'monitoring') is also required for any dwelling in which lead-based painted surfaces remain possibly a potential future hazard. If a surface has lead-based paint but remains intact and does not pose a threat to children (e.g. bedroom windowsills are potential chewable surface hazards) interim controls may be accomplished through paint stabilization. In this case, continued monitoring of the intact surface is critical. If surface conditions change then abatement may again become necessary.



### **Recommended Lead Hazard Control Options.**

Commentary from the HUD *Guidelines*:

1) **Educate Residents**: Provide residents with the National Lead Information Center brochure (available by calling 800-LEAD-FYI) or the EPA brochure, *Protect Your Family from Lead in Your Home*, number EPA747-K-99-001, April 1999. If the residents do not fully understand the lead hazard they may inadvertently expose themselves needlessly. Residents should be advised to keep their ventilation system off so that dust is not distributed throughout the dwelling during certain activities. The following additional guides are available:

- a) *Reducing Lead Hazards When Remodeling Your Home*; EPA 747-K-97-001
- b) *Lead in Your Home: A Parent's Reference Guide*; EPA 747-B-98-002
- c) *Lead Paint Safety. A Field Guide for Painting, Home Maintenance and Renovation Work*; the Center for Disease Control.

<http://www.epa.gov/reg3wcmd/lp-disclosure.htm>

<http://www.epa.gov/iaq/homes/hip-lead.html>

<http://www.epa.gov/lead/pubs/renovation.htm>

2) **Interim Controls**: Unless precluded by regulations, interim controls are most easily implemented when most surfaces with lead-based paint are intact and structurally sound and lead exposure comes primarily from deteriorating paint and excessive lead in household dust and/or soils. Interim controls are also appropriate if the housing unit is slated for demolition or renovation within a few years. Federal, state and local legislation or regulations may require that certain lead hazards be permanently abated rather than controlled on an interim basis. Basic interim control elements include planning, implementation of interim controls, cleanup and clearance, education of residents and maintenance staff, ongoing maintenance and monitoring by the owner, and periodic reevaluation by a certified professional (risk assessor or lead inspector).

3) **Abatement of Lead-Based Paint Hazards**: Removing the lead-based paint and lead-contaminating dust, the permanent containment or encapsulation of lead-based paint, the replacement of lead-painted surfaces or fixtures, and the removal or covering of lead-contaminated soil. Title X has redefined the term "abatement" to mean the elimination of lead-based hazards, and not necessarily all lead-based paint. Any paint that is chipping, peeling, flaking, chalking or otherwise deteriorating should be properly cared for to prevent dispersion of leaded dust and paint chips. Title X requires complete abatement for public and Indian housing. While there is no specific deadline, abatement in public and Indian housing usually occurs during rehabilitation.



Marine Chemist Service, Inc.

- a) **Encapsulation:** Includes coatings and rigid coverings that are bonded to the existing paint film with an adhesive. Because encapsulates rely on adhesion to the existing paint film, their durability depends on the properties of the existing substrate coating. Encapsulation must pass the Patch Test to be considered successful.
- b) **Permanent Enclosure Systems:** Mechanically fastened to the structural system, not dependent upon the substrate coating for their durability, and can be expected to last 20-years. The substrate must not be in a deteriorated condition.
- c) **Removal:** The permanent elimination of all lead-based paint, interior or exterior, intact or non-intact by component or paint removal.

### **Recommended Changes to Work Order System**

All maintenance repair work and paint stabilization performed on this property should be conducted by properly trained individuals in compliance with OSHA regulations.

**Asbestos:** while on site; located in the basement there is what appears to be asbestos pipe insulation and mudded elbows. Consideration may be given to an asbestos analysis, in conjunction with residential lead risk assessment, when transite shingles and siding, vinyl floor tile, acoustical drop ceilings, or drywall and pipe insulation are part of a rehabilitation project. These items account for a large percentage of asbestos in residential homes. Not unlike lead-based paint, asbestos fibers present a health hazard when the medium the asbestos is confined to becomes disturbed and disbursed throughout the dwelling. Asbestos fibers, however, are much lighter and maintain their air borne dispersion for greater lengths of time and travel more freely than the heavier lead contaminant. Additional information is available through Title 40 Code of Federal Regulations.



### **Recommended Interim Controls**

1. Place doormats at all entrances to minimize lead contamination brought into the home from exterior sources.
2. Proper clean up of any paint chips/debris.
3. Properly trained individuals should conduct all paint repair work performed on this property.
4. The soil should be maintained covered at all times, any bare soil should be properly cleaned of any paint chips/debris then covered with mulch.

### **Comments:**

1. All locations with elevated dust levels must be properly cleaned and re-tested.
2. While onsite, lead-based paint was detected by XRF, operated by JoAnn Thornton of Newport News Redevelopment and Housing Authority. The presence of lead-based paint or paint containing detectable levels of lead must be considered in all repairs and maintenance work. All maintenance work and paint stabilization performed on this property should be conducted by properly trained individuals following lead safe work practices and in accordance to the OSHA regulations.
3. The XRF lead-based paint inspection, performed by Newport News Redevelopment and Housing Authority, and dust wipe sampling, performed by Marine Chemist Service, Inc., were performed in accordance with HUD guidelines.
4. Proper housekeeping practices should be implemented. This includes; damp mopping floors rather than dry sweeping, using Endust/Pledge to collect dust rather than dry-feather dusting, and the use of HEPA discharge air filtered vacuum cleaners rather than regular filter vacuum cleaners. Follow proper housekeeping practices by cleaning the windowsills to minimize lead dust accumulation. Doormats should be placed at all entrances to minimize lead contamination being brought into the home from outside.



5. Dust wipe samples are used to identify the lead dust concentration on surfaces within the dwelling. Floor lead dust contaminants below 40 micrograms per square foot and windowsill lead dust contaminants below 250 micrograms per square foot are considered below any action point requirement of HUD or EPA. Clearance inspection and dust wipes should be required after any construction or renovation to the building that disturbs lead painted components. Sufficient accumulations of generated lead dust can create an unhealthy environment and cause a building to fail a clearance inspection even if only detectable amounts of lead paint were identified in the paint.
6. Standard Reevaluation Schedule 3 contained in the HUD Guidelines applies to this property, since some of the rooms had a dust lead level greater than the standard. Therefore, the dwelling should be reevaluated one year from now. If no lead-based paint hazards are identified at that time, another reevaluation should be conducted in two years. If no lead-based paint hazards are identified at that time, no further reevaluations are needed. However, since lead-based paint is present in the dwelling, the owner should monitor the condition of all painted surfaces at least annually or whenever other information indicates a potential problem.
7. Areas of concern that are detailed in this report should be cleaned and re-inspected, followed by clearance testing.

### **Estimated Costs**

The approximate cost of lead abatement is \$20 to \$30 per square foot. However, the type of material, method of removal, and results of TCLP analysis may cause a significant change in this price. Interim control prices would vary in accordance with the method selected.

### **Conclusion:**

Take precautions before you or your contractor begins renovations or construction that may disturb painted surfaces (such as scraping off paint or tearing out walls). Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done. When necessary temporarily remove the family (especially children and pregnant women) out of the unit until the work is done and the area is properly cleaned.

Clean up paint chips immediately. Clean floors, window frames, windowsills, and other surfaces weekly. Use a mop, sponge, or paper towel with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. Thoroughly rinse sponge and mop heads after cleaning dirty or dusty areas.

Effective April 2010, all renovation involving lead-based paint (with some exceptions) must be performed by a certified renovator.



## LEAD REGULATIONS AND GUIDELINES

At a minimum, all contractors, sub-contractors, and personnel engaged in the performance of renovations and activities on lead-based paint or paints containing detectable levels of lead shall follow OSHA and the lead safe work practices as outlined in the following documents:

1. Virginia Lead-Based Paint Activities Regulations, Statutes Title 54.1, Chapter 5.
2. Department of Labor, Occupational Safety and Health Administration, Title 29, Code of Federal Regulations, §1926.62 for construction and §1910.1025 for industry
3. VR 394-01-22. Virginia Uniformed Statewide Building Code, Volume II – Building Maintenance Code/1993; Chapter 3, Environmental Requirements, (G) PM-305.4.
4. BOCA national Property Maintenance Code/1993; The Building Officials & Code Administrators International, Inc; Section PM-305.0 Interior Structure; PM-305.4 Lead-Based Paint.
5. Environmental Protection Agency, Lead Safety for Remodeling, Repair, and Painting.
6. Environmental Protection Agency, Minimizing Lead-Based Paint Hazards During Renovation, Remodeling and Painting.

### Definitions:

1. Lead-Based Paint: Any painted or surface coating that contains lead equal to or exceeding 1.0 milligram per square centimeter; or 0.5 percent by weight; or 5,000 parts per million.
2. Detectable Levels of Lead: Detectable levels of lead in paint are levels below that which signify lead-based paint. Detectable levels of lead pose potential health hazards as lead dust. Perform work on these lead-containing surfaces in accordance with OSHA's lead regulations.
3. Lead-Based Paint Hazard: Any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in chewable surfaces, or impact surfaces, and that would result in adverse human health effects.



Marine Chemist Service, Inc.

### **WASTE STREAM DISPOSAL**

Testing, transport, and disposal of the identified waste stream must be in compliance with the Resource Conservation and Recovery Act (RCRA) regulation. Compliance with RCRA is modified for contractors working with residential lead-based paint to reflect the following: "EPA's policy statement allows contractor generated LBP waste to be disposed of as household waste, and managed according to state and local requirements". Sampling of the waste stream is still required for chemical removal or building demolition.

### **CLEARANCE INSPECTION**

Dust wipe samples are used to identify the lead dust concentration on surfaces within the dwelling. Floor lead dust contaminants below 40 micrograms per square foot, windowsill lead dust contaminants below 250 micrograms per square foot and window wells lead dust contaminants below 400 micrograms per square foot are all considered below any action point requirement of HUD or EPA. Sufficient accumulations of generated lead dust can create an unhealthy environment and cause a building to fail a clearance inspection even if only detectable amounts of lead paint were identified in the paint.

A clearance inspection is required for this property for the cleaning of the floors and window sills as well as window wells in every room.



Marine Chemist Service, Inc.

### **Inspection Information**

The survey contractor for this modified lead hazard screening of 1315-32<sup>nd</sup> Street, Newport News, Virginia is:

**Marine Chemist Services, Inc.  
11850 Tug Boat Lane  
Newport News, Virginia 23606**

The team leader responsible for quality control coordination of inspection and adherence to inspection protocol is:

**Colleen Becker, CIH, CSP  
Marine Chemist Services, Inc.  
11850 Tug Boat Lane  
Newport News, Virginia 23606**

The Virginia Licensed lead risk assessor who performed this modified lead hazard assessment is:

**Angela Mulleano  
License # 3356-000460**

The lead risk assessor and lead inspector are employed by:

**Marine Chemist Service, Inc.  
11850 Tug Boat Lane  
Newport News, Virginia 23606  
(757) 873-0933**

ATTACHMENT A1 WAGE RATES

General Decision Number: VA120025 01/06/2012 VA25

Superseded General Decision Number: VA20100117

State: Virginia

Construction Type: Residential

County: Newport News\* County in Virginia.

\*INDEPENDENT CITY

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

Modification Number 0 Publication Date 01/06/2012

\* SUVA2010-015 08/24/2010

	Rates	Fringes
CARPENTER.....	\$ 16.82	5.30
CEMENT MASON/CONCRETE FINISHER...	\$ 16.95	0.00
LABORER: Common or General.....	\$ 8.50	0.00
OPERATOR: Crane, All Types.....	\$ 23.18	6.95
PLUMBER.....	\$ 27.01	7.88
TRUCK DRIVER: Dump Truck.....	\$ 11.81	0.00

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that

classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

---

END OF GENERAL DECISION

**ATTACHMENT B  
TERMS AND CONDITIONS**

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

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

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

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

In every contract over \$10,000 the following provisions apply. (1) During the performance of this contract, the contractor agrees to: (a) Not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. (b) Provide a drug-free workplace for the contractor's employees. (c) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. (d) In all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer and maintains a drug-free workplace. (e) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

## ATTACHMENT B

(2) The contractor will include the provisions above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

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

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

NNRHA also reserves the right to make multiple awards, cancel or reject any or all bids or proposals, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of NNRHA to be in its best interest. Nothing herein shall bind NNRHA to purchase any services or specified quantity of an item/product. Be it further understood that NNRHA shall not be obligated to purchase or pay for any services or product listed unless and until officially ordered and received by NNRHA.

ATTACHMENT B

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

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

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

14. **CLEAN AIR AND WATER EPS, ENERGY EFFICIENCY (APPLICABLE TO CONTRACTS IN EXCESS OF \$100,000):** The contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, EPA regulations (40 CFR Part 15) and Energy Policy and Conservation Act (Pub. L. 94-163).
15. **CONFLICT OF INTEREST:** The Contractor warrants that he has fully complied with the State and Local Government Conflict of Interests Act (Section 2.1-639.1 et seq. of the Code of Virginia), The Virginia Governmental Frauds Act (Section 18.2-498.1 et seq.), Articles 2 and 3 of Chapter 10 (Crimes Against the Administration of Justice) of Title 18.2, and article 4 (Ethics in Public Contracting) of the Public Procurement Act (section 11-72 et seq.).
16. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of this solicitation, the signed bid or proposal submitted by the contractor, the notice of award, purchase order, the general and special terms and conditions, and specifications with drawings, if any, including all addenda or modifications thereof, all which shall be referred to collectively as the Contract Documents.
17. **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) AS NNRHA'S AGENT:**  
  
NNRHA will provide the contractor the name of the designated representative(s) to administer this contract with the following responsibilities:
  - A. Coordinating with the contractor when services are needed and when they will begin.
  - B. Day to day coordination of this service and assurance that services are delivered in accordance with the contract terms and conditions and purchase order.
  - C. Promptly address problems or deviations from contract requirements or terms and conditions. If the problems or contract deviations continue, forward written vendor complaint, including recommended solutions, to the Procurement Officer so that adequate corrective action can be taken.

ATTACHMENT B

- D. Assurance that the contract dollar amount or terms and conditions are not exceeded, increased, decreased or modified in anyway without prior authorization from the Procurement Officer. If a modification or revision is required, supply the Procurement Officer with an approved change order request.
- E. After completion, promptly sign and date documents indicating the work has been completed and accepted.
- F. Complete and submit periodic evaluations of contractor performance to the Procurement Officer.

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

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

No person who has been previously convicted of a criminal act (whether misdemeanor or felony) or is serving a sentence in a penal or correctional institution should not be employed by the contractor or otherwise be allowed to work under this Contract.

19. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a ‘CLASS A CONTRACTOR’. If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by bidder within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000) or more, the bidder is required to be licensed as a ‘CLASS B CONTRACTOR’. If such a contract is for one-thousand dollars (\$1,000) or more but less than ten thousand dollars (\$10,000), or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a ‘CLASS C CONTRACTOR’. The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder shall place on the outside of the envelope containing the bid/proposal and shall place in the bid/proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No \_\_\_\_\_ Specialty \_\_\_\_\_  
 Licensed Class B Virginia Contractor No \_\_\_\_\_ Specialty \_\_\_\_\_  
 Licensed Class C Virginia Contractor No \_\_\_\_\_ Specialty \_\_\_\_\_

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

## ATTACHMENT B

If the bidder shall fail to obtain the required license prior to submission of his bid/proposal, the bid shall not be considered.

20. **COPYRIGHT/PATENTS:** The contractor guarantees to defend and save NNRHA, its agents and employees, harmless from liability, loss, damage and expense including reasonable counsel fees, resulting from any actual or claimed trademark, copyright, composition, secret process, patented or unpatented invention infringement, or any litigation based thereon, with respect to any part of the goods or services covered by this order.
21. **DEBARMENT STATUS:** By submitting their response, bidders/offerors certify that they are not currently debarred by NNRHA, the Commonwealth of Virginia or the Federal Government from submitting offers or proposals on contracts of the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
22. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, NNRHA, after oral and written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which NNRHA, state and federal laws have in place.
23. **EQUAL OPPORTUNITY FOR BUSINESS AND UNEMPLOYED AND UNDEREMPLOYED PERSONS (HUD ACT OF 1968, SECTION 3):**

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

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

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

24. **ETHICS IN PUBLIC CONTRACTING:** By signing their response, bidders/offerors certify that their bid/offer is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bids, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.
25. **FACSIMILE SOLICITATIONS/REVISIONS**
- A. **Unsealed Bids/Unsealed Proposals and their Revisions:** May be accepted when using small purchase procedures. Facsimile bids, proposals and revisions to these must be completely received in the Purchasing Division prior to the date and time specified for receipt. The original copy of the facsimile transmission may be requested, if requested, must be received within five (5) business days. The Procurement Officer will designate the timing device used to document the receipt of bids; time printed on the top of the facsimile copy will not govern the time of receipt.

ATTACHMENT B

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

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

27. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a person is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Bidder/Offeror Due Date & Time

---

Bidder/Offeror Address

---

IFB No. & IFB Title

Attn: Nina T. Britton, Procurement Officer

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

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

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

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

## ATTACHMENT B

worker's compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

- C. Automobile Liability (minimum) – \$500,000 combined single limit.
- D. Commercial General Liability (minimum) – \$1,000,000 per occurrence, \$2,000,000 aggregate, including \$50,000 for fire damage. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. NNRHA must be named as an additional insured and so endorsed on the policy.
- E. The Contractor shall indemnify, hold harmless and defend NNRHA, its officers, agents, servants, and employees from and against any claims, demands, losses, liabilities, damages, causes of actions and costs and expenses of whatsoever kind or nature arising from or related to:
  - 1) the provision of services by or the failure to provide any services or the use of any services or materials furnished (or made available) by the Contractor or its agents, servants or employees;
  - 2) any conduct or misconduct of the Contractor or its agents, servants or employees not included in subparagraph (1) hereof and for which, its agents, servants or employees are alleged to be liable;
  - 3) the negligence or other actionable fault of any subcontractors engaged by the Contractor; or
  - 4) claims, suits, actions or proceedings of whatsoever nature that are brought by the Contractor's employees, candidates for employment and statutory employees, as determined under the State worker's compensation laws.

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

If the contractor fails to supply the Procurement Officer the required certificate, the intent to award will be cancelled.

- 30. **INTEREST OF MEMBERS OF CONGRESS:** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise there from.
- 31. **INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS, OR EMPLOYEES:** No member, officer, or employee of NNRHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which NNRHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

ATTACHMENT B

32. **LIMITATIONS ON PAYMENTS MADE TO INFLUENCE CERTAIN FEDERAL FINANCIAL TRANSACTIONS:**

- A. The contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement, or the modification of any Federal contract, grant, loan, or cooperative agreement.
- B. The contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.
- C. Indian Tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U. S. C. 450B) are exempt from the requirements of this clause.

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

34. **MINORITY BUSINESS PARTICIPATION:** The Contractor shall use its best efforts to comply with the commitment it has made in the Bid/Offer relative to the participation of businesses primarily (at least 51%) owned by minorities, women or public housing residents or small businesses (collectively, 'Disadvantaged Business Enterprises') in the performance of this Contract. By executing this Contract, the contractor accepts the right of NNRHA to appoint an employee to monitor the Contractor's compliance with the commitments and requirements of this paragraph. The Contractor agrees to promptly submit reports to NNRHA on request detailing the level of participation by Disadvantaged Business Enterprises in this Contract. NNRHA shall have the right to review all relevant documents of the Contractor relating to the participation of Disadvantaged Business Enterprises in this Contract on an ongoing basis. NNRHA reserves the right to evaluate the Contractor's performance with regard to the commitments and requirements of this paragraph on an annual basis.

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

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses and women business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- D. Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and

ATTACHMENT B

- E. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and Local governmental small business agencies.

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

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

37. **NOTICES:**

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

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

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

- 38. **OBLIGATION OF BIDDER/OFFEROR:** By submitting a bid/offer, the bidder/offeror agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation. He will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- 39. **ORDERING:** Any supplies and services to be furnished under this contract may be ordered by issuance of delivery orders by the individuals or activities designated in the solicitation. Such orders may be issued from the date of award through the expiration or termination of this contract. All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall prevail.

## ATTACHMENT B

40. **PAYMENT:** The prime contractor is to submit invoices for services rendered directly to P.O. Box 797, Newport News, VA 23607. All invoices shall refer to the contract and/or purchase order number; social security (for individual contractors) on the federal employer identification number (for proprietorships, partnerships, and corporations). Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or acceptance, whichever occurs last. However, this shall not affect discounts for payment in less than 30 days. All goods and services provided under this contract/purchase order, which will be paid for with public funds, shall be billed by the contractor at the contract prices, to include, itemization of charges. Contract will be performance based and fees will not be paid until the service or supplies, as defined in the response to these contract documents have been provided and accepted in the manner specified.

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

A. **Unreasonable Charges**

Upon determining that invoiced charges are not reasonable, the NNRHA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable, and the basis for the determination. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. A contractor may not institute legal action unless a settlement cannot be reached within thirty days of notification. The provisions of this section do not relieve NNRHA of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia § 2.2-4352).

B. **Delays in Payment**

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

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

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

42. **PRIME CONTRACTORS RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using their

## ATTACHMENT B

best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of subcontractors and of persons employed by them as he is for the acts and omissions of his own employees. The contractor shall be responsible for maintaining satisfactory standards of employee's competency, conduct, courtesy, appearance, honesty, and integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. Additionally, the prime contractor shall:

- A. Ascertain that all services and work will be performed in a professional workman-like manner acceptable to NNRHA and consistent with accepted professional standards. If the contractor or their staff is other than professional with residents or NNRHA staff, the contractor may be found in default of this contract.
- B. Insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- C. Within seven (7) days after receipt of amounts paid to the contractor for services rendered by the subcontract either:
  1. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under the contract; or
  2. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- D. Pay interest on all amounts owed to subcontractor that remain unpaid after seven days following receipt of payment by the agency, except for amounts withheld as allowed in 'C-2' above. "Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month." A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amounts for reimbursement for the interest charge. Your obligation to pay interest to a subcontractor shall not be construed to be an obligation of NNRHA.
- E. Provide your social security number and if a proprietorship, partnership or corporation provide your federal employee identification number, space provided on cover sheet of this package.
- F. Include in each of its subcontracts a provision requiring all subcontractors to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- G. Not purchase any materials or supplies pertaining to this contract that is subject to any chattel mortgage or under conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment. This clause also pertains to all subcontractors participating in this contract.
- H. Repair, to NNRHA satisfaction, any damage, including damage to finished surfaces, resulting from the performance of this contract.

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

- A. The contractor expressly undertakes both directly and through its subcontractors, to take every precaution at all times for the protection of persons and property, including NNRHA's employees and property. The contractor shall make good any such damage injury or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of NNRHA. The contractor shall adequately protect adjacent property as provided by law and the Contract documents, and shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, or any of the contract documents.
- B. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and in accordance with all State and Federal regulations.

## ATTACHMENT B

- C. In an emergency affecting the safety of the work, life of individuals or the adjoining property, the contractor shall act immediately without special instruction or authorization from NNRHA. Should the contractor, in order to prevent threatened loss or injury, be instructed or authorized to act by NNRHA, he shall so act, without appeal. Any additional compensation or extension of time claimed by the contractor on account of any emergency work shall be determined as provided in this document or negotiated between both parties.
44. **PROTECTION OF TRADE SECRETS AND OTHER INFORMATION:** By submitting data required by this solicitation, the contractor may (A) clearly mark any portions, which in their option, are trade secrets or commercial or financial information and (B) submit such marked material separately from other material required to be submitted and is in accordance with Code of Virginia 3.1-249.68.
45. **PUBLIC NOTICE OF AWARDS:** Award or decision to award, utilizing competitive sealed bidding or competitive negotiations will be posted on a public bulletin board located at 227 27<sup>th</sup> Street and displayed on the electronic bulletin board accessible via modem, or home page, on the World Wide Web at [www.nnrha.com](http://www.nnrha.com). Sole source and emergency procurements, not utilizing competitive sealed bidding or competitive negotiations, will also be posted.
46. **QUALIFICATIONS OF BIDDERS/OFFERORS:** NNRHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidders/offerors to perform the services, furnish the goods or services and the bidders/offerors shall furnish to NNRHA all such information and data for this purpose as may be requested. NNRHA reserves the right to inspect bidders/offerors physical facilities prior to award to satisfy questions regarding the bidders/offerors capabilities. NNRHA further reserves the right to reject any bid/offer if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy NNRHA that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or goods contemplated therein.
47. **SAFETY STANDARDS:** All personnel shall, at all times, wear approved clothing, hard hats, safety vest, and any other equipment required to meet OSHA standards. They will obey all safety rules and regulations and will not create hazardous conditions within the operation. The Contractor must meet motor carrier safety regulations (Federal and State), as applicable. It is the Contractor's responsibility to ensure the OSHA regulations are met in all applicable areas for all exposures encountered during the term of the contract.
48. **SUSPENSION OF WORK:**
- A. The Procurement Officer may order the contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the NNRHA.
- B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Procurement Officer in the administration of this contract, or (2) by the Procurement Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.
- C. A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the contractor shall have notified the Procurement Officer in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

ATTACHMENT B

49. **TAX EXEMPT:** NNRHA is exempt from the payment of any Virginia Sales Tax, State sales and use tax certificates of exemption. Form ST-12, will be issued upon request. When performance involves a service, the contractor shall be responsible to pay a Virginia Sales Tax on materials consumed in performance of the service.
50. **TERMINATION FOR CONVENIENCE:**
- A. NNRHA may terminate this contract at any time without cause, in whole or in part, upon giving the contractor notice of such termination. Upon such termination, the contractors shall immediately cease work and remove from the project site all of its labor forces and such of its materials as NNRHA elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor shall take such steps as required by owner to assign to the owner the contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor shall receive as full compensation for termination and assignment of the following:
1. All amounts then otherwise due under the terms of the contract,
  2. Amount due for work performed subsequent to the latest request for payment through the date of termination.
  3. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment for the foregoing, owner shall have no further obligations to the contractor of any nature.
- B. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.
51. **TERMINATION FOR DEFAULT:** NNRHA may terminate this contract at any time, for failure to perform its contractual obligations. NNRHA is not liable for contractor's cost on undelivered work and may be entitled to the repayment of progress payments.
52. **TESTING AND INSPECTION:** NNRHA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Rejected supplies will be returned at the vendor's expense. The vendor, at no cost, shall replace materials and components that have been rejected by NNRHA.
53. **TRANSPORTATION AND PACKAGING:** By submitting their bids/offerors, all bidders/offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
54. **USE OF PREMISES AND REMOVAL OF DEBRIS:**
- A. The contractor expressly undertakes, either directly or through its subcontractor:
1. To perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.

## ATTACHMENT B

2. To maintain its apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of NNRHA or any other contractor.
3. To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
4. To effect all cutting, filling or patching of its work required to make the same conform to the solicitations plans and specifications, and except with the consent of the Project Inspector, not to cut or otherwise alter the work of any other contractor. The contractor shall not damage or endanger any portion of the work by cutting, patching or otherwise altering any work, or excavation.
5. To clean up frequently all refuse, rubbish, scrap materials and debris caused by its operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
6. The contractor shall clean-up, move all refuse, rubbish surplus and scrap material and debris resulting from his operation at the end of each workday and after completion of all work. All material removed as part of clean up shall be completely removed from the properties.
7. NNRHA does not take responsibility for storing, securing or loss of the contractor's apparatus, materials, supplies, equipment, or personal items.

### 55. **WITHDRAWAL OF BID DUE TO ERROR:**

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

ATTACHMENT B

56. **WORK HOURS AND PROCEDURES:**

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

## ATTACHMENT C

### **SECTION 3 REQUIREMENTS**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The Parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number of 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.

## ATTACHMENT C

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).

ATTACHMENT C

**SECTION 3 COMPLIANCE FORM**  
***(PLEASE SIGN AND RETURN)***

---

Contractor

---

Address

---

City, State, Zip Code

Reference Project: \_\_\_\_\_

Subject: Statement of Compliance with Section III Clause

Gentlemen:

In accordance with the provisions stated herein, I will make a “good faith effort” to provide training and employment opportunities to qualified low-income residents in the area in which this project is located (Hampton Roads Metropolitan Area). This clause and reporting requirements will be incorporated into any lower tier contracts.

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

Sincerely submitted,

---

Signature and Title

---

Printed Name

---

Date Signed

ATTACHMENT D

**MINORITY BUSINESS PARTICIPATION COMMITMENT FORM**

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

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

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

\_\_\_\_\_ %

NNRHA will consider minority participation in awarding the Contract. NNRHA reserves the right to approve or disapprove any subcontractor list.

If you need assistance with identifying minority firms in this area, please contact Office of Human Affairs, Emmagene Slade, Labor Compliance Officer, at (757) 247-6747 or the Virginia Department of Minority Business Enterprise at 111 East Main Street, Suite 300, Richmond, VA 23219 at (804) 786-6585.

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

\_\_\_\_\_  
Contractor’s Name

\_\_\_\_\_  
Name of Authorized Officer (printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Officer (signed)

ATTACHMENT E  
**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

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

(1) He is \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or Agent)

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

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

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

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

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

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

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

Subscribed and Sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

My Commission Expires \_\_\_\_\_

ATTACHMENT F

**STATEMENT OF BIDDERS QUALIFICATIONS**

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

- 1) Name of Bidder
  
- 2) Permanent Main Office Address, including City, State, Zip Code, Phone Number, Fax Number and Email Address.
  
- 3) When organized?
  
- 4) If incorporated, when incorporated?
  
- 5) How many years have you been engaged in business under your present firm or trade name?  
\_\_\_\_\_ years
  
- 6) Contracts on hand.  
(List these, showing gross amount of each contract and the appropriate anticipated dates of completion).
  
- 7) General character of work performed by your company.
  
- 8) Have you ever failed to complete any work award to you? If so, where and why?
  
- 9) Have you ever defaulted on a contract? If so, where and why?

ATTACHMENT F

10) List the more important contracts recently completed by you, stating approximate gross cost of each and the month and year completed.

11) List the major equipment available for the performance of this contract.

12) Describe your experience in work similar in nature of this project.

13) List the background and experience of the principal members of your organization including the officers.

14) A Section 3 Business is defined as;

- 1) A business owned by Section 3 resident;
- 2) A business that substantially employs Section 3 residents (30% or more); or
- 3) A business that can provide evidence of commitment to subcontract 25% of work to another Section 3 Business.

Are you considered a Section 3 Business?

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

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

<u>Name of Company</u>	<u>Date of Service</u>	<u>Contact</u>	<u>Phone #</u>
------------------------	------------------------	----------------	----------------

1)

2)

3)

4)

ATTACHMENT F

Contractor's License Number: \_\_\_\_\_ Class \_\_\_\_\_

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

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

# General Contract Conditions for Small Construction/Development Contracts

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 01/31/2014)

COMPANY NAME : \_\_\_\_\_

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

### 1. Definitions

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

### 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

### 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the

Contractor charged with damages under this clause if –

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

### 5. Termination for Convenience

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

### 6. Insurance

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

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

## 7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g.,

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

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

## 8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

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

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

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

### **9.Examination and Retention of Contractor's Records**

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

### **11.Energy Efficiency**

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

### **12. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

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

qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

#### **14. Labor Standards - Davis-Bacon and Related Acts**

##### **(a) Minimum Wages.**

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

a prominent and accessible place where it can be easily seen by the workers.

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

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

(b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification

of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

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

(f) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(g) **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

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

(i) **Compliance with Davis-Bacon and related Act Requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(j) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(k) **Certification of Eligibility.**

- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

---

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

**(l) Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

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

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

**SIGN HERE**