



**LAUREL STREET – PHASE I
HOUSING REHABILITATION WORK**

**554 LAUREL STREET
AND
566 LAUREL STREET**

FRANKLIN, VIRGINIA

Invitation for Bid 2024-01

Date: January 12, 2024

**Issued by:
Purchasing Division
Rachel Trollinger, Purchasing Agent
207 West 2nd Avenue
Franklin, Virginia 23851
(757) 562-8535**

[Email: rtrollinger@franklinva.com](mailto:rtrollinger@franklinva.com)

CITY OF FRANKLIN, VIRGINIA
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Laurel Street– Phase I
Rehabilitation Work at 554 and 566 Laurel Street
IFB# 2024-01

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**NOTICE OF INVITATION FOR BID
CITY OF FRANKLIN, VIRGINIA**

Sealed Bids for
**Laurel Street – Phase I
Rehabilitation Work at 554 and 566 Laurel Street
FRANKLIN, VIRGINIA
IFB 2024-01**

The project is part of Phase I of the Laurel Street Neighborhood Revitalization Project. Work includes the construction specifications as shown on the Work Write Up for the properties located at 554 and 566 Laurel Street.

Bids, to be considered, must be received by the Due Date and Time, at or before 3:00 p.m., local time on January 30, 2024. All Bids received by the Due Date and Time will be opened at the Open Date and Time, on January 30, 2024, at 3:00 p.m., local time and read aloud at the location listed in the Invitation to bid.

Bids received after 3:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the purchasing official who is to open the Bids. The IFB and related documents may be obtained from <https://eva.virginia.gov/> and the City's website at <https://www.franklinva.com/business/bidsrfps/>.

Return Bids to: **Finance Department, City of Franklin**
Attn: Rachel Trollinger, Director of Finance
207 W. Second Ave
Franklin, VA 23851

Bid Due: **January 30, 2024 at 3:00 p.m.**
Mark on Bid Envelope:
"Sealed Bid – 554 and 566 – Laurel Street CDBG Project"
Bids may be mailed OR hand delivered

Hand delivered bids must be taken to the Commissioner of Revenue's office located on the first floor of 207 W. Second Ave, Franklin, VA 23851. Announce yourself to the Commissioner of Revenue's office and request the Finance Department be contacted to date/time stamp your bid as received.

If you plan to HAND DELIVER your bid, please be sure to arrive no later than fifteen (15) minutes prior to Bid Due date/time to ensure your bid is counted.

Bid Opening: **January 30, 2024 at 3:00 p.m.**
207 W. Second Ave
Franklin, VA 23851

Pre-bid Conference:

- 554 Laurel St, Franklin VA 23851 – 01/17/2024 at 11:00am
- 566 Laurel St, Franklin VA 23851 – 01/17/2024 at 11:30am

PLANS AND SCOPE OF WORK:

Please complete bid based on the materials, plans, and work write-up scope of work ("the Work") which have been provided; hard copies of the bid sheet and contractors line item cost for the work write-up scope of work are required with your submission as well as confirmation of receipt of any issued addenda.

The Invitation for Bids, Instructions to Bidders, plans, specifications, the Contract, and other Contract Documents may be examined during business hours at Community Development, 207 W. Second Street, Franklin, Virginia 23851 (Phone: 757-562-8681).

Documents may be viewed and/or downloaded from <https://eva.virginia.gov/> and/or from the City of Franklin's website at <https://www.franklinva.com/business/bidsrfps/>.

Bids may not be withdrawn for a period of sixty (60) calendar days after the opening of bids unless the bid is substantially lower than the other bids because of a clerical error as defined in Virginia Code § 2.2-4330. Pursuant to Virginia Code § 2.2-4330 (B)(1), the bidder shall give notice in writing and shall submit the original work papers with such notice to the City of its claim of right to withdraw the bid within two (2) business days after the opening of bids.

The City expressly reserves the right to cancel this IFB and/or reject any or all bids, to waive any informality or irregularity in the bids received, and to accept a bid which is deemed to be in the best interest of the City.

Rachel Trollinger
Purchasing Agent

INVITATION FOR BID
CITY OF FRANKLIN, VIRGINIA

Sealed Bids for:
Laurel Street– Phase I
Rehabilitation Work at 554 and 566 Laurel Street
FRANKLIN, VIRGINIA
IFB 2024-01

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Topic: IFB # 2024-01 Laurel Street – Phase I

Time: January 30, 2024 at 3:00 PM Eastern Standard Time (US and Canada)

The Instructions to Bidders, plans, specifications, the Contract, and other Contract Documents are incorporated herein by reference. Copies of these items may be examined during business hours at the Community Development, 207 W. Second Street, Franklin, Virginia 23851 (Phone: 757-562-8681). Bidders are cautioned to review bid documents thoroughly before submitting a bid.

Copies of the documents may be viewed and/or downloaded from <https://eva.virginia.gov/> and/or from the City's website at <https://www.franklinva.com/business/bidsrfps/>. If you have any problems accessing the documents, you may contact Rachel Trollinger, Purchasing Agent at (757) 562-8535 or rtrollinger@franklinva.com. The City will not be responsible for documents obtained from any other source.

All Contract Documents prepared and/or furnished by the City shall be the exclusive property of the City of Franklin, Virginia, and shall not be used for any other project(s).

Each bidder is solely responsible for ensuring that such bidder has the current complete version of the Bid Documents prepared for the project, including any addenda issued by the City, before submitting a bid.

A pre-bid conference will be conducted on January 17, 2024, at 554 Laurel Street and 566 Laurel Street, at 11:00 a.m. and 11:30 a.m. local time, respectively. All bidders must either attend the Pre-bid Conference or conduct an inspection of the property prior to submitting their bids.

Bidders and subcontractors must comply with all applicable city, state, and federal laws, ordinances, and regulations; and are required to be properly licensed under Virginia Code §§ 54.1-1100, et seq. If applicable, Bidders shall deposit with their bid a Bid Security executed in the amount and form stipulated in the Instructions to Bidders.

The City expressly reserves the right to cancel this IFB and/or reject any or all bids, to waive any informality or irregularity in the bids received.

The City of Franklin reserves the right to make awards to multiple contractors. If an award of a contract is made, notice of the award, or the announcement of the decision to award, will be made by posting a notice of such award or announcement on <https://eva.virginia.gov/> and <https://www.franklinva.com/business/bidsrfps/>.

By submitting a bid, each bidder agrees that this is a solicitation of bids and each bidder agrees to be solely responsible for the cost or expense of its bid and the City shall have no responsibility for such costs or expenses.

If a certain brand, make, item or manufacturer is specifically and exclusively required or called for in the plans, specifications, or other contract documents, then that brand, make, item, or manufacturer shall be used unless otherwise agreed to by the City, in its sole discretion. Otherwise, an equivalent item can be requested as set forth in Project Manual.

WORK WRITE UP

CDBG Project Description: Laurel Street Neighborhood Revitalization Project - Phase I

Location: 554 Laurel Street, Franklin VA
Rehabilitate - 3 Bedroom Home
Date: 10-10-2023



PROJECT REHAB SPECIALIST: SERCAP

GENERAL CONSTRUCTION SPECIFICATIONS

The contractor will provide all material and labor to rehab existing 3 bedroom, 1400sf home. The rehab will include, new roof, window replacement, vinyl siding installation, kitchen and bath room renovations, HVAC repair or upgrade, floor repair and other repairs around the home.

GENERAL CONSTRUCTION NOTES

- A** The work description, SERCAP master specifications and drawings provided will be used together as one document. Disclosure on one will be as being disclosed on all. The Work Write-Up constitutes the basis for each job. Items in the write-up are cross-referenced to the Master Specifications which details methods of application and standards for materials. The drawings or floor plans are diagrammatic only. They serve to illustrate the general location of rooms and the intention of the scope of work. They do not always show all of the work required; exact dimensions or construction details. These documents can be revised first by addenda before construction and then by change order once construction has commenced. Contractor should review the Work Write-up, master specification and plans for total project scope and alert the rehab specialist of any discrepancies between those documents. Contractor will be supplied a copy of the master specification.
- B** Remove all construction debris from the work site to an approved off site disposal area. It is the contractor's responsibility to maintain a safe construction site during the building process. The contractor will post a **AUTHORIZED ENTRY ONLY-CONSTRUCTION HAZARDS** or similar signage during all phases of construction.
- C** As pursuant to the Lead-Based Paint Poisoning Act. No lead-based paint will be used on this project and the contractor will eliminate lead-based paint hazards if encountered using approved practices. **Lead-based paint was identified on this site. Consult lead report for locations identified during the testing. The contractor must use Lead Safe Work Practices (LSWP) in working with any lead-based paint items. The lead report is attached and made a part of this work write-up.**
- D** The contractor is responsible for identifying any site conditions that affect the completion of the project in accordance with plans and specifications. Change orders are required for schedule delays or structural changes. Submit to the Rehab Specialist a written request for approval prior to any work being done. The contractor must have a fully executed change order with all signatures in place before starting work.



- E All work shall be of professional quality and workmanship using only new materials. Any questions pertaining to quality or procedure will be directed to the Rehab Specialist. All labor and materials shall be guaranteed for one (1) year with the exception of where a manufacturer's warranty applies. All items will be installed in accordance with the manufacturer's installation specifications.
- F **Submit to the homeowner choices for floor vinyl, roof color, siding color, appliance color, fixtures and paint colors.**
- G An asbestos Inspection Report is attached and made a part of this work write-up. The contractor is responsible for compliance with all state and federal regulations relating to asbestos. **Asbestos Containing Material (ACM) was identified on this project site. The contractor shall consult the ACM report for locations identified on the report. Only licensed ACM contractors shall abate or disturb any ACM items.**
- H Any warranties which come with a specified component or appliance must be given to the Grant Manager and not the homeowner so they can be copied by the Grant Manager **prior to** distribution to the homeowner. If the warranty is shown on the package (i.e. shingles), the contractor must either submit the packaging or a photograph of the warranty.
- I **Final Cleaning: Contractor shall thoroughly clean and disinfect the entire interior of the home and the exterior entrance doors.**
- J **Provision and Use of Person Protection Equipment Note: Contractor, Sub-contractor, and all workers working inside the home for this project shall provide and wear CDC-approved breathing masks and/or shields or other required PPE. These items will not be provided by the homeowner or SERCAP.**
- K **Construction work can cause the walls to vibrate. The homeowner is responsible for removing all items hanging on the walls and any fragile or breakable items from the home before construction begins.**

ITEM # 1 BASE

1 PERMITS

- a The contractor is responsible for all permits, fees, and inspections required by the project and shall be in compliance with all federal, state, and local codes governing the work.
- b Building permit fee will be waived for these CDBG projects, but the contractor is still responsible for obtaining a permit. Landfill fees will not be waived.

2 SITE WORK

- a The contractor shall verify property boundaries, existing utilities, and easements prior to the commencement of work.
- b Maintain a safety first construction site during all phases of construction.
- c Contractor shall comply with all Erosion and Sediment Control Regulations.
- d A copy of the survey or county GIS map is attached and made a part of the work write-up.
- e Downspout drainage option 1: Provide and install four 50ft. plastic drain pipes attached to four downspouts, buried and directing water away from the house. Downspout drainage option 2: Provide and install splash blocks at downspouts in lieu of plastic drain pipes if grade and site conditions allow water to drain away from the foundation.
- f Provide equipment, labor, and material to fine grade, seed, and straw all disturbed lawn areas prior to completion. Once the lawn is established the homeowner should be able to mow grass at 3" without hitting any objects. Maintain a positive slope so water runs away from the foundation.



3 PRETREATMENT

- a Treat dwelling for termites or other wood-boring insects with borate-based termiticides. Submit a 1-year warranty and damage guarantee to the Grant Manager, the report should conform to say no infestation.

4 EXTERIOR WALL and FOUNDATION

- a Provide labor, material, and equipment to provide complete vinyl siding, vinyl soffitts, vinyl porch ceilings, and metal wrap for the entire exterior of the home. Leave existing asbestos siding intact and do not disturb. Provide and install fan-folded 1/4" insulation around the entire exterior of the home to cover the existing asbestos siding. Install contractor-grade vinyl siding around the perimeter walls of the home. Install vinyl soffit material at all exterior ceilings and overhangs. Provide and install metal wrap of all trim at windows and fascia. Provide and install new vinyl louvers at the gables of the home to replace the existing louvers.
- b Repair existing crawl space access door in 2 locations. Use pressure-treated 2x and pressure-treated plywood material. Include hinges and hasps to secure the door. Each door is approx. 2'x3'. The contractor to verify the actual size needed to close the crawl space opening.
- c Repair and replace foundation vents in 10 locations. The contractor to verify the actual number of vents needing repair or replacement. The contractor to relocate and remove any wires, pipes, or other objects protruding through or penetrating the vents that will prevent the designed operation of the crawl space foundation vents.
- d Repair and repoint concrete mortar joints at the front left corner of the house foundation. Approx. 10 sf. contractor to verify the actual quantity.

5 WINDOWS

- a Remove and replace 10 existing windows with new vinyl windows. Windows shall be double hung, vinyl clad, double pane insulated glass, sash locks, full screens, and tilt to clean. Foam seal all voids between the window and framing. Window sizes shall meet the egress code, and the contractor shall verify the net clear size from the manufacturer before installation. Use windows like Jeld-Wen Builders Series or equivalent. Repair the sills and trim of 3 windows. Wrap the exterior trim and sills of all the windows with metal trim coil stock.

6 PORCH AND DECK

- a **Front Porch, rails, post, and steps:** Deck is approx. 10'-0"x 6'-0" and 2'-6" above grade. Existing concrete deck to remain. Provide and install new pressure treated, PT, 4x4 post to support the roof. Provide and install new PT 48" wide wood steps. Provide and install new PT wood guard rails with code-compliant pickets at the porch deck and stairs. Spacing between pickets shall be less than 4". All work shall meet typical code regulations for PT deck rails and steps installation.
- b **Rear Porch, rails, post, and steps:** Deck is approx. 4'-0"x 4'-0" and 2'-6" above grade. Existing concrete deck to remain. Provide and install new PT 48" wide wood steps. Provide and install new PT wood guard rails with code-compliant pickets at the porch deck and stairs. Spacing between pickets shall be less than 4". All work shall meet typical code regulations for PT deck rails and steps installation.
- c Provide labor and material to install graspable, secure handrails on each side of a run of steps, with returns for the front and rear porch.



7 ROOF, GUTTERS and SOFFITT

- a Provide labor and material to remove and replace the entire roof and structure, approx. 12'-0" x 24'-0", at the right side of the house that shows signs of structural failure which will include the ceiling joist, roof rafters, roof shingles, and sheathing. The existing asphalt shingle roof shall remain on the remainder of the roof. The new asphalt shingles should match the existing ones as close as possible. Install 30lb roofing felt with 30-year asphalt and fiberglass composition shingles using 2" galvanized roofing nails on the new roof renovation and should match the existing as closely as possible. Install low-profile shingle-over ridge vent. Install a metal drip edge around the perimeter. Install aluminum seamless gutters, downspouts with splash blocks, or if needed 10ft. plastic drain pipe attached to each down spout, buried and directing water from house. Approx. roof area is 1800 sf. Contractor to verify material quantity.
- b Contractor shall provide labor and material cost to replace approx. 100 sf of existing roof sheathing with their bid. Estimate existing roof sheathing board is 3/4" thick.

8 DOORS

- a **Exterior:** Provide and install the following. Exterior pre-hung insulated steel doors are all keyed alike. Foam seal all exterior door frames. 3/0x6/8 2-panel metal, insulated 9-lite at the kitchen entrance, 3/0x6/8 metal insulated 6-panel - front entrance. If it doesn't void the insulated steel door warranty provide and install medium grade 36" storm door at front and rear entrance doors. Storm door allowance of \$200 each. Provide and install lever handsets to make doors ADA-compliant.
- b Provide labor and material to enlarge front and side exterior entrance doors to be 36" wide and 6'-8" tall.
- c **Interior doors:** Provide labor and material to make door openings at the left rear bedroom and bathroom 36" wide and install interior pre-hung, hollow core, six-panel doors to allow for ADA access. Doors shall be ADA-compliant with locking lever sets and new hinges.
- d **Interior doors:** Provide labor and material to replace the door slab of the left front bedroom and the right rear bedroom with interior pre-hung, hollow core, six-panel doors. Doors shall be ADA-compliant with locking lever sets and new hinges. Doors shall closely match the existing opening size width and height.
- e **Interior bifold door:** Provide and install a 5' bi-fold closet door in the utility room.

9 INTERIOR WALLS AND CEILINGS

- a **Living Room:** Provide material and labor to clean and prep the walls and ceiling and add missing trim. Patch, prep and prepare all holes and cracks in the drywall, and then paint the room with one coat of primer and two coats of paint over the existing wall and ceiling material. Prep and paint room. Room is approx. 14'x12'.
- b **Left Front Bedroom:** Provide material and labor to clean and prep the walls and ceiling and add missing trim. Patch, prep and prepare all holes and cracks in the ceiling tile, paneling, and drywall, and then paint the room with one coat of primer and two coats of paint over the existing wall and ceiling material. Prep and paint room. Room is approx. 14'x12'.
- c **Dining Room:** Provide material and labor to clean and prep the walls and ceiling and to add missing trim. Patch, prep and prepare all holes and cracks in the drywall, and then paint the room with one coat of primer and two coats of paint over the existing wall and ceiling material. Prep and paint room. Room is approx. 12'x12'.



- d **Right rear bedroom:** Provide material and labor to clean and prep the walls and ceiling and to add missing trim. Patch, prep and prepare all holes and cracks in the drywall, and then paint the room with one coat of primer and two coats of paint over the existing wall and ceiling material. Prep and paint room. Room is approx. 12'x12'.
- e **Left rear bedroom:** Provide material and labor to clean and prep the walls and ceiling and to add missing trim. Patch, prep and prepare all holes and cracks in the drywall, and then paint the room with one coat of primer and two coats of paint over the existing wall and ceiling material. Prep and paint room. Room is approx. 12'x12'.
- f **Hallway:** Provide material and labor to clean and prep the walls and ceiling and add missing trim. Patch, prep and prepare all holes and cracks in the drywall, and then paint the room with one coat of primer and two coats of paint over the existing wall and ceiling material. Prep and paint room. Room is approx. 6'x12'. Provide labor and materials to remove and replace the attic panel.
- g **Bathroom:** Provide material and labor to remove and replace the existing drywall on the walls and ceiling with 1/2" moisture-resistant drywall. Finish the drywall with the standard 3-coat joint compound finish process. Patch, prep and prepare all holes and cracks in the drywall, and then paint the room with one coat of primer and two coats of paint over the existing wall and ceiling material. Prep and paint room. Room is approx. 6'x8'.
- h **Kitchen:** Provide material and labor to remove and replace the existing drywall on the walls and ceiling with 1/2" moisture-resistant drywall. Finish the drywall with the standard 3-coat joint compound finish process. Patch, prep and prepare all holes and cracks in the drywall, and then paint the room with one coat of primer and two coats of paint over the existing wall and ceiling material. Prep and paint room and closet. Room is approx. 12'x14'.
- i **Kitchen utility closet:** Provide material and labor to install a 12' long interior wall in the kitchen in the area where existing washer/dryer connections are located. The new wall shall be 3' from the back wall and parallel with that wall and shall form a utility closet 12'x3' with a 5' bifold door and made with standard wood 2x4 studs with 1/2" drywall. The drywall shall be finished with a standard 3-coat joint compound finish system.

10 FLOORS

- a **Kitchen, Bathroom, and Left Front Bedroom - Approx 12 feet x 32 feet combined area:** Remove and dispose of the existing floor in these areas. **Caution ACM may be identified in this home. The contractor should review the ACM report to determine if the subfloor in this area should be abated by an ACM-licensed contractor. The contractor should include the ACM abatement cost of this 12x32 foot area of this home.**
- b **Structural Floor repairs:** Provide labor and material to replace, all damaged and deteriorated portions of the kitchen and bathroom floor structural members with pressure-treated 2x members and sheathing that closely match existing or that meet or exceed current joist or beam allowable span dimensions and length. Apply 1/4-inch underlayment for installation of the vinyl flooring.
- c **Finish floor:** Provide and install vinyl floor covering for the entire home. Provide underlayment as needed and according to the manufacturer's installation instructions. Approx. 1100 sf of floor to be installed.
- d Provide labor and material to replace all floor 1/4 round trim in the entire home. The trim should match the existing removed trim and other areas of the home.

11 CABINETS

- a Provide labor and equipment to remove the kitchen countertop, sink, and all kitchen cabinets.



- b Provide labor, material, and equipment to firmly attach the new 32" bath cabinet and sink in the bathroom.
- c Provide labor and material to install approx. 20 linear feet of kitchen upper and lower cabinets. Work with the homeowner for style, color, and location of the cabinets. Cabinets shall be Lowe's or Home Depot or other manufacturer stock contractor grade cabinet models. Allowance for cabinets is \$7500.
- d Provide and install approx. 20 linear feet of post-form laminate countertop with 4-inch back and end splashes. Provide the owner with samples of styles and colors of countertops to make the selections. Use stock or readily available countertops. Allowance of \$1200 for countertop.
- e Provide and install a 9" deep stainless steel double bowl sink sealed to the new countertop with a new levered ADA faucet.

12 PLUMBING

- a Provide labor and equipment to remove the existing water heater. Insulate water supply lines in unconditioned areas. Submit all owner/warranty documents to the Rehab Specialist.
- b Provide and install the following. A 220v, 40gal electric water heater in the utility closet area in the Kitchen complete with a pan drained to the exterior. Install water heater according to current code and industry standards.
- c Remove and replace the existing kitchen sink, faucet set, drain set, and shut-off valves.
- d Provide labor and materials to remove and replace the existing washing machine plumbing supply and drain lines so that they meet current code requirements and industry standards.
- e Provide and install ADA Tub/Shower, fiberglass 1-piece unit installed in accordance with manufacturer's specifications approximate size 60x32x72 inches. Cultured marble lavatory using 4-inch centers for faucets with backsplash and end cap. Provide washer and dryer hookup in the new utility closet. Submit all owner/warranty documents to the rehab specialist. Use ADA Moen Contractor grade or equal, faucet set for kitchen sink, bath sink, and shower faucet set.

13 ELECTRICAL

- a Provide and install a 200 amp upgrade to the existing 150 amp electrical system and sub panel located in the left rear bedroom so that the installation meets applicable code requirements and industry standards. Make all electrical wiring code-compliant.
- b Provide and install labor and material to replace all two-pronged ungrounded receptacles located throughout the home. Replace existing 2-pronged receptacles with 3-pronged devices using approved code techniques. Approx. 40 receptacles to be replaced. The contractor to verify the exact number of receptacles to be repaired and that there are a minimum of four receptacles in each room excluding the bathroom. Provide and install GFCI receptacles in the kitchen and bathroom according to code. Provide and install two GFCI receptacles outside. Provide and install ARC fault breakers in all bedrooms according to code.
- c Provide and install smoke detectors wired to panel box with battery backup according to code requirements.
- d Provide labor and material to provide code code-approved dryer receptacle at the existing dryer location in the utility closet in the kitchen.
- e Provide and install electrical switches, wiring, and exhaust fan in the bathroom.
- f Provide and install the electrical switch, wiring, and all items needed to make the connection for the range hood in the kitchen.
- g Provide and install new light fixtures and switches for all devices inside and outside the home. 20 devices to be wired and installed. The contractor to verify the actual fixtures needed.



14 HEATING, VENTILATION, & COOLING

- a Provide and install electric heat pump central air system rated 15 SEER, Energy Star rated with all associated metal ductwork and other equipment for complete system operation, size based on load calculations. Provide and install exterior vented range hood and exterior vented bath fan. Submit all owner/warranty documents to Rehab. specialist. Provide and leave 6 return air filters with the client.
- b Submit all owner/warranty documents to rehab. specialist.

15 INSULATION

- a Provide and install the following. Install 6-mil. black vapor barrier on crawl space grade after the ground has been raked smooth and all construction debris has been removed, in accordance with local
- b Provide and install insulation on water supply lines in unheated areas.
- c Provide and install R-38 batt or blown insulation in the attic space. Provide and install baffles at eaves according to industry standards.
- d Provide and install R-19 insulation in the crawl space according to code requirements.

16 APPLIANCES

- a Provide labor and material to install a new, stove 30" stove, 30" range hood, and 17 cf refrigerator. Save and deliver all warranties for appliances and other major purchases to the Rehab Specialist.

17 HARDWARE

- a The contractor is to provide all hardware needed to complete the project according to this WWU such as nails, screws, nuts, bolts, door stops, towel bars, grab bars, medicine cabinet, and hinges.

TOTAL ITEM #1 BASE

\$0.00

TOTAL LUMP SUM BID (Base + Exceptions)

I/WE HAVE REVIEWED ALL PROPOSED WORK NOTED IN THIS WORK WRITE UP. I/WE ACCEPT THIS PROPOSED WORK AND AGREE FOR THE COUNTY/TOWN TO INITIATE THEIR FORMAL BID PROCESS. I/WE UNDERSTAND THIS PROPOSED WORK (and resultant bid value) MAY BE NEGOTIATED IN ORDER TO COMPLY WITH PROGRAM REGULATIONS AND BUDGET CONSTRAINTS.

Homeowner(s) Signature

Date

Rehab Specialist Signature

Date

County/Town Representative Signature

Date

WORK WRITE UP

CDBG Project Description: Laurel Street Neighborhood Revitalization Project - Phase I

Location: 566 Laurel Street, Franklin VA
Rehabilitate - 3 Bedroom Home
Date: 11/10/2023



PROJECT REHAB SPECIALIST: SERCAP

GENERAL CONSTRUCTION SPECIFICATIONS

The contractor will provide all materials and labor to rehab the existing 3 bedroom, 1400sf home. The rehab will include, roof repairs, window replacement, vinyl siding repair, and bathroom renovations, floor repairs, and other repairs around the home.

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- F **Submit to the homeowner choices for floor vinyl, roof color, siding color, appliance color, fixtures and paint colors.**
- G An asbestos Inspection Report is attached and made a part of this work write-up. The contractor is responsible for compliance with all state and federal regulations relating to asbestos. **Asbestos Containing Material (ACM) was identified on this project site. The contractor shall consult the ACM report for locations identified on the report. Only licensed ACM contractors shall abate or disturb any ACM items.**
- H Any warranties which come with a specified component or appliance must be given to the Grant Manager and not the homeowner so they can be copied by the Grant Manager **prior to** distribution to the homeowner. If the warranty is shown on the package (i.e. shingles), the contractor must either submit the packaging or a photograph of the warranty.
- I **Final Cleaning: The contractor shall thoroughly clean and disinfect the entire interior of the home and the exterior entrance doors where work has been done.**
- J **Provision and Use of Person Protection Equipment Note: Contractor, Subcontractor, and all workers working inside the home for this project shall provide and wear CDC-approved breathing masks and/or shields or other required PPE. These items will not be provided by the homeowner or SERCAP.**
- K **Construction work can cause the walls to vibrate. The homeowner is responsible for removing all items hanging on the walls and any fragile or breakable items from the home before construction begins.**

ITEM # 1 BASE

1 PERMITS

- a The contractor is responsible for all permits, fees, and inspections required by the project and shall be in compliance with all federal, state, and local codes governing the work.
- b Building permit fee will be waived for these CDBG projects, but the contractor is still responsible for obtaining a permit. Landfill fees will not be waived.

2 SITE WORK

- a The contractor shall verify property boundaries, existing utilities, and easements prior to the commencement of work.
- b Maintain a safety first construction site during all phases of construction.
- c Contractor shall comply with all Erosion and Sediment Control Regulations.
- d A copy of the survey or county GIS map is attached and made a part of the work write-up.
- e Provide equipment, labor, and material to fine grade, seed, and straw all disturbed lawn areas prior to completion. Once the lawn is established the homeowner should be able to mow grass at 3" without hitting any objects. Maintain a positive slope so water runs away from the foundation.

3 PRETREATMENT

- a Treat dwelling for termites or other wood-boring insects with borate-based termiticides. Submit a 1-year warranty and damage guarantee to the Grant Manager, the report should conform to say no infestation.



4 EXTERIOR WALL and FOUNDATION

- a Provide labor and Materials to repair the existing crawl space access door in 2 locations. Use pressure-treated 2x and pressure-treated plywood material. Include hinges and hasps to secure the door. Each door is approx. 2'x3'. The contractor to verify the actual size needed to close the crawl space opening.
- b Provide labor and materials to repair two holes in the siding on the left side of the home approx. 1" x 1". The contractor to verify.
- c Provide labor and materials to replace foundation vents with new automatic vents approx. 8 foundation vents are to be removed and replaced. The contractor to verify.
- d Provide labor and materials to pressure wash the entire home to stop the growth of mold and mildew on the siding approx. 7500sf of siding needs to be cleaned. The contractor to verify

5 WINDOWS

- a Provide labor and materials to remove and replace the existing window in the Bathroom with a new tempered glass window to meet code requirements.

6 PORCH AND DECK

- a Provide labor and materials to install graspable, secure handrails on each side of a run of steps, with returns for the front and rear porches.

7 ROOF, GUTTERS and SOFFITT

- a Provide labor and materials to install aluminum seamless gutters, downspouts with splash blocks, or if needed 10ft. plastic drain pipe attached to each downspout, buried and directing water from the house. Approx. 80lf of gutters needed 70lf of downspouts. The contractor to verify material quantity.
- b Provide labor and materials to repair a section of the roof on the left side of the home around electrical mast. Approx. 2sf area of the roof needing repair. The contractor to verify.
- c Provide labor and materials to remove gable vents around the home and replace them with new gable vents. Three gable vents need to be replaced. The contractor to verify.
- d Provide labor and materials to repair a 4sf. Section of the roof where the roof meets adjoining addition with new drip edge and fascia board. The contractor to verify the actual quantity needed.

8 DOORS

- a Provide labor and materials to install a new 36" wide interior pre-hung, hollow core, five-panel door to allow for ADA access at bathroom entrance. Door should closely match existing doors. Doors shall be ADA-compliant with locking lever sets and new hinges.

9 INTERIOR WALLS AND CEILINGS

- a **Bathroom:** Provide material and labor to remove and replace the existing drywall and replace it with new 1/2" moisture-resistant drywall. Finish the drywall with the standard 3-coat joint compound finish process. Patch, prep and prepare seam joints in the drywall, and then paint the room with one coat of primer and two coats of paint over the existing wall and ceiling material. Prep and paint room. Room is approx. 8'x10'.



- b Bathroom:** Provide labor and materials to remove the ceiling of the bathroom using asbestos abatement procedures as **ACM where found to be present in the ceiling tile**. Replace the removed ceiling with a 1/2" moisture-resistant drywall. Finish the drywall with the standard 3-coat joint compound finish process. Patch, prep and prepare seem joints in the drywall, and then paint the room with one coat of primer and two coats of paint over the existing wall and ceiling material. Prep and paint room. Room is approx. 8'x10'.
- c Asbestos Abatement:** The contractor should include the cost of asbestos abatement in their estimate. Abatement of walls, ceiling and floor of bathroom.
- d Attic Access:** Provide labor and materials to remove the existing attic access door and replace it with a new attic access door complete with ladder and pull cord.

10 FLOORS

- a Structural Floor repairs:** Provide labor and material to replace, all damaged and deteriorated portions of the living room and bathroom floor structural members with pressure-treated 2x10 members to support the existing joist with 4"x4" pressure-treated pillars resting on drystacked block or concrete porch post holders. Approx. 8' span in the bathroom and 12' span at the front of the home under the living room floor. The contractor to verify actual quantity of materials needed.
- b Bathroom:** Provide labor and materials to remove floor sheathing in the bathroom and replace it with new sheathing approx. 80sf of sheathing to be removed and replaced. The contractor to verify.
- c Finish floor:** Provide and install vinyl floor covering for the bathroom of the home. Provide underlayment as needed and according to the manufacturer's installation instructions. Approx. 80sf of floor to be installed.
- d** Provide material and labor to enlarge framing opening at bathroom entrance door to 36" door size or largest size for the site conditions.

11 CABINETS

- a** Provide labor and Materials to install a new 24" vanity in Bathroom.

12 PLUMBING

- a** Provide labor and materials to remove and install ADA Tub/Shower, installed in accordance with manufacturer's specifications. Submit all owner/warranty documents to the rehab specialist. Use ADA Moen Contractor grade or equal, bath sink, and shower faucet set.
- b** Provide labor and materials to remove the existing toilet and replace it with a new ADA toilet.
- c** Provide labor and materials to install a new 24" vanity with ADA levered faucets.
- d** Provide labor and materials to install a drain pan under the water heater piped to the exterior of the home.

13 ELECTRICAL

- a** Provide and install labor and material to replace all two-pronged ungrounded receptacles located throughout the home. Replace existing 2-pronged receptacles with 3-pronged devices using approved code techniques. Approx. 24 receptacles to be replaced. The contractor is to verify the exact number of receptacles to be repaired and that there are a minimum of four receptacles in each room excluding the bathroom. Provide and install a GFCI receptacle in the bathroom according to the code.
- b** Provide and install both visual and audible combo-nation carbon monoxide/smoke detectors wired to the panel box with battery backup according to code requirements.
- c** Provide and install electrical switches, wiring, and exhaust fan in the bathroom.



- d Provide and install new L.E.D. light fixtures and switches for all devices inside and outside the home. 10 devices to be wired and installed. The contractor to verify the actual fixtures needed.

14 HEATING, VENTILATION, & COOLING

- a Provide labor and materials to install a ventilation fan in bathroom complete with a ceiling register and ducted to the outside.

15 INSULATION

- a Provide and install the following. Install 6-mil. black vapor barrier in crawl space grade after the ground has been raked smooth and all construction debris has been removed, in accordance with local code.
- b Provide and install insulation on water supply lines in unheated areas.
- c Provide and install R-38 batt or blown insulation in the attic space. Provide and install baffles at eaves according to industry standards.
- d Provide and install R-19 insulation in the crawl space area lacking insulation according to code requirements. Approx. 100 sf to provide insulation. Contractor to verify actual amount.

16 HARDWARE

- a The contractor is to provide all hardware needed to complete the project according to this WWU such as nails, screws, nuts, bolts, door stops, towel bars, grab bars, medicine cabinet, and hinges.

TOTAL ITEM #1 BASE

\$0.00

TOTAL LUMP SUM BID (Base + Exceptions)

I/WE HAVE REVIEWED ALL PROPOSED WORK NOTED IN THIS WORK WRITE UP. I/WE ACCEPT THIS PROPOSED WORK AND AGREE FOR THE COUNTY/TOWN TO INITIATE THEIR FORMAL BID PROCESS. I/WE UNDERSTAND THIS PROPOSED WORK (and resultant bid value) MAY BE NEGOTIATED IN ORDER TO COMPLY WITH PROGRAM REGULATIONS AND BUDGET CONSTRAINTS.

Homeowner(s) Signature

Date

Rehab Specialist Signature

Date

County/Town Representative Signature

Date



BID SHEET

CITY OF FRANKLIN LAUREL STREET PHASE I

**554 Laurel St
Franklin VA 23851**

Contractors interested in bidding must be pre-qualified with the City. To complete the application contact:

Ellen Smith, Housing Coordinator, SERCAP, Inc., 347 Campbell Ave. SW, Roanoke, VA 24016, 540-345-1184 ext 122 esmith@sercap.org

Scope of Services:

The contractor will provide all material and labor to rehab existing 3 bedroom, 1400sf home. The rehab will include, new roof, window replacement, vinyl siding installation, kitchen and bath room renovations, HVAC repair or upgrade, floor repair and other repairs around the home.

1. Bid Reference to work description **Item #1 Base**, Material and labor to rehab the existing home according to the work write up.

Price \$ _____

Signature

<u>Contractor Contact Information</u>	
Company Name:	_____
Contact Name:	_____
Business Phone:	_____
Business Cell:	_____
Email:	_____
Street Address:	_____
City, State, Zip	_____
Other:	_____



BID SHEET

CITY OF FRANKLIN LAUREL STREET PHASE I

**566 Laurel St
Franklin VA 23851**

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Price \$ _____

Signature

<u>Contractor Contact Information</u>	
Company Name:	_____
Contact Name:	_____
Business Phone:	_____
Business Cell:	_____
Email:	_____
Street Address:	_____
City, State, Zip	_____
Other:	_____

HOUSING REHABILITATION CONTRACTOR'S QUALIFICATION STATEMENT

Please attach a copy of contractor's license, insurance policy, and EPA Certification. All questions must be answered in full. Additional sheets for clarification of answers or additional information must be attached. **This statement must be notarized.**

1. Name, address, phone number, contractor license #, and IRS number (or last 4 digits of owner's social security #) of company. Include DUNS and UEID if known.

2. List company's owner and principal officer and date and place organized.

3. Describe general character of work performed.

4. List any work awarded that failed to be completed or contracts defaulted on. Note where and why.

5. List three most important recent contracts over \$10,000. State the owner, work, approximate cost, place, date started and date completed.
 1. _____ \$ _____
 _____ From _____ To _____
 2. _____ \$ _____
 _____ From _____ To _____
 3. _____ \$ _____
 _____ From _____ To _____

6. List the contracts upon which you are currently working. State the owner, location, approximate cost, and estimated date of completion.

7. List three material suppliers and amount of credit available.

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____

8. List bank references and amount of credit available.

1. _____ \$ _____
2. _____ \$ _____

9. List insurance coverage and amount. **Please attach copy of insurance policy.**

Liability-Property: _____ \$ _____
Liability-Personal Injury: _____ \$ _____
Vehicle and Equipment: _____ \$ _____
Other: _____ : _____ \$ _____
(identify)

10. List subcontractors utilized. State name, address, specialty, subcontractor license #, and years of experience.

1. Name: _____
Address: _____
Specialty: _____
License # _____ Years of Experience _____

2. Name: _____
Address: _____
Specialty: _____
License # _____ Years of Experience _____

3. Name: _____
Address: _____
Specialty: _____
License # _____ Years of Experience _____

11. Provide a general description of the experience of the company and its key personnel.

12. Number of current full-time employees _____
 Number employed at highest level in past twelve months _____
13. Are you on any list of debarred contractors maintained by the U.S. Department of Labor, U.S. Department of Housing & Urban Development, or Virginia Department of Highways? YES NO

14. All contractors and subcontractors, including electricians, must have the EPA required *Renovate, Repair and Painting* certification (*RRP*) in order to be considered for work on houses constructed before 1978 funded under this program. Does your company carry this certification?
 YES NO If yes, complete the Company/Employee Record.

If not, someone from your company will be required to attend the training before work can begin on a project site and. Do you need information about lead training and certification classes?
 YES NO

The undersigned hereby authorizes and requests any person, firm or Corporation to furnish any information requested by _____ in verification of the recitals comprising this statement of contractor's qualifications:

Contractor: _____
 By: _____
 Title: _____
 Date: _____

BY: _____ DATE: _____,

City/County/Town of _____,
 Commonwealth of Virginia

_____ being duly sworn deposes and says that he/she is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

My commission expires: _____.

Given under my hand this _____ day of _____, 20_____.

 Notary Public

 Registration Number

**CITY OF FRANKLIN
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT (CIG #21-21-01)
LAUREL STREET NEIGHBORHOOD REVITALIZATION PROJECT
HOUSING REHABILITATION PROGRAM**

CONTRACT

THIS CONTRACT, made and executed in triplicate and entered into this **Day** of **Month**, **2024**, by and between **Homeowner(s)**, hereinafter referred to as "Owner", and the **City of Franklin, Virginia**, hereinafter referred to as the "City", and **Contractor**, hereinafter referred to as the "Contractor" whose address is **Contractor's Street, City, VA, ZIP**.

WHEREAS, the City is the recipient of a fiscal year 2021 Community Development Block Grant (CDBG) from the Virginia Department of Housing and Community Development (DHCD) for the purpose of comprehensive neighborhood improvements including housing rehabilitation improvements (the program); and

WHEREAS, the Owner, having been determined to be income-eligible, desires to participate in the program; and

WHEREAS, the home located at **911 Address, Franklin, VA 23851** (the property), is owned by the person(s) herein above designated as Owner, and the Owner has provided financial records to qualify themselves or their tenant under the current US Department of Housing and Urban Development (HUD) Income Limits applicable to the City, attached as **Exhibit A**; and-

WHEREAS, the terms and conditions apply as specified in the Laurel Street Neighborhood Revitalization Project Housing Rehabilitation Program Design (Program Design) which establish the local policies and procedures for the implementation of housing improvements provided by the Community Improvement Grant (CIG), attached as **Exhibit B**, the City of Franklin General Terms and Conditions, attached as **Exhibit C**, and the Federal Construction Contract Language, attached as **Exhibit D**; and

WHEREAS, the City will coordinate the rehabilitation of the Owner's home, the cost of which will be paid using monies in the CIG, offered to the Owner as a fully forgivable Loan as required by the Program Design, resulting in no immediate financial obligation upon the Owner other than the repayment of the unforgiven balance should the home no longer be the Owner's primary residence; and

WHEREAS, the Contractor has completed a pre-qualification statement and has been approved by the City to be placed on the bidder's list for the program; and

WHEREAS, the City obtained a competitive construction bid from the Contractor; and

WHEREAS, the Contractor's address, license classification and license designation are:

Contractor, Contractor's Address

Class Type **Class** General Contractor's License # 270xxxxxxx
License Type (Abbreviation)...; and

WHEREAS, the Scope of Work as reflected by the Work Write-Up and/or Design Drawings and Specifications (the Scope of Work) agreed to by the Owner, the City, and the Contractor, is attached to this document, as **Exhibit E**, and is considered a part of the contract; and

WHEREAS, the City will set aside **Contract Amount and 00/100 dollars (\$0.00)** for the rehabilitation of the Owner's home.

IT IS THEREFORE MUTUALLY AGREED:

1. OWNER RESPONSIBILITIES

The Owner specifically agrees:

A. The Owner has reviewed and approved in writing the scope of the Work and the Work Write-Up and/or Design Drawings and Specifications. Both the City and Owner must approve all written change orders as may be required by the Contract Engineer (Rehabilitation Specialist).

B. The Contractor shall have access to the property, during the construction period from 8:00 A.M. to 5:00 P.M. weekdays. If the Franklin City Manager determines that the Owner is unreasonably restricting the Contractor access to the property, the Owner will be liable to the City for the cost of all partially completed construction.

C. The Contractor may have reasonable use of electric and water supplies necessary for the completion of the Work at no cost to the Contractor.

D. The Owner shall be responsible for taking reasonable precautions to protect his personal property, such as furniture, during the Work. The Owner shall coordinate their activities with the Contractor. Furthermore, the Owner shall remove any material or debris so noted by the Rehabilitation Specialist in advance of the Contractor initiating the Work to provide the Contractor with a suitable working environment.

E. Representatives of the City and DHCD shall have the right to inspect the property from 8:00 am to 5:00 pm, with reasonable notice to the Owner, for the purpose of determining whether the Work is being accomplished as mandated.

F. The Owner shall not discriminate upon the basis of race, color, religion, national origin, sex or gender, age, familial status, pregnancy, childbirth or related medical conditions (including lactation), marital status, source of income, veteran status, disability, sexual orientation, or gender identity in the sale, rental, lease, use, or occupancy of the rehabilitated unit as required by Section 109 of the *Housing and Community Development Act of 1974*, the *Aged Discrimination Act of 1975*, and Section 504 of the *Rehabilitation Act of 1973*, as included

in the Additional Terms (Section 4C) of this contract and Section 1c of the Federal Construction Contract Language inserts attached as **Exhibit D**.

G. The Owner certifies that all information given to the City is true and correct to the best of their knowledge and belief.

H. The Owner will be asked to recommend the color of paint, shingles, paneling, flooring, or siding to be used to the Rehabilitation Specialist. The Rehabilitation Specialist shall make the final determination, and this information shall be included as part of the Scope of Work on the schedule of finishes completed at the Preconstruction Conference. Colors will not be changed without a written and signed change order. The use of lead-based paint is strictly prohibited. Use of such paint is grounds for termination of this contract.

I. Material and equipment removed or replaced under this contract becomes the property of the Contractor and will be removed from the site (for example, old appliances, doors, brick, or storm windows). Furniture and personal property stored temporarily for the Owner will not become the property of the Contractor, nor will items listed below in which the Owner retains a right of ownership. If none, write "None."

The Owner shall store the above listed items in a safe manner and will ensure that, where feasible, the items are not visible from a public road.

J. The Owner agrees to purchase and maintain hazard insurance for the full replacement value of the Property for a period of five (5) years or until the end of the Loan term, whichever is longer. The Owner shall list the City as loss payee on such insurance policy. Upon completion of the Work by the Contractor, the Owner shall supply the City with a copy of the insurance policy's Declaration page listing the City as a loss payee. The Owner shall supply the City with proof of the insurance coverage every year until the end of the Loan term.

K. The Owner agrees that, in the event a natural disaster, an act of God, storm, or fire should damage or destroy the home, all insurance proceeds shall be expended to re the home prior to any funds being spent by the City. The Owner further agrees that the City has the option to cancel this agreement if such structural damage should cause the home to be unsafe for human occupancy or render the property so damaged that substantially repairing the property would require an expenditure of more than **\$125,000**.

L. The Owner shall, prior to commencement of contract, execute a Deed of Trust, Deed of Trust Note, as summarized in the Truth in Lending Statement, attached as **Exhibit F**,

securing an amortized loan for a portion of the Work with an interest rate of zero percent (0.00%) over a five-year period. The amortized loan so secured will be **forgiven at a rate of \$xx.xx per month for a sixty-month period** provided all terms and conditions are met as specified in the Program Design.

M. If the Owner-occupant ceases to maintain this property as their primary residence or the property is sold or transferred during the term of the five-year loan, the remaining balance is due and payable immediately to the City. For the purposes of this Contract, a primary residence is one in which the occupant resides for a minimum of nine (9) months of the year. Special terms are provided for cases involving the death or institutionalization of the Owner and are specified in the Program Design.

N. The Owner agrees to participate in the City's HOME MAINTENANCE EDUCATION PROGRAM as required by the funding agency under the guidelines of the CDBG program. The Owner will receive written materials regarding the program and be required to participate in a formal education program. At least one adult must be present from the household for the entire training session. If the homeowner is physically unable to attend the home maintenance education class, then the training shall be offered at the homeowner's residence.

2. CONTRACTOR RESPONSIBILITIES

The Contractor specifically agrees:

A. The Contractor will, within ten (10) calendar days after receipt of the "Notice to Proceed", begin the Work to be performed under this contract. Upon commencement of the Work, Contractor hereby agrees to complete the same within sixty (60) calendar days, time being of the essence.

B. The Contractor agrees that it will perform the Work diligently and in a good workmanlike manner, using the materials specified or equivalent materials of at least equal quality, in compliance with local and state building codes. The Contractor agrees to use materials and make improvements to the specifications that meet or exceed those identified in the bid specifications and master specifications.

C. The Contractor shall be responsible at his own expense for obtaining all necessary permits for the Work to be performed. The Work being done, or any part thereof, shall not be deemed complete until same has been accepted as satisfactory by the Owner and the City.

D. The Contractor shall keep the job premises clean and orderly during the course of the Work, being ever mindful of the fact that the Owner continues to reside on the premises and shall remove debris from time to time as the Work progresses. All remaining debris shall be removed at the completion of the Work. Materials and equipment that have been removed and replaced as a part of the Work shall be removed per paragraph 1.I above.

E. The Contractor does hereby indemnify and hold harmless and defend the Owner,

the City of Franklin, DHCD, their agents, servants, and employees from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character asserted or arising out of this contract or the Work to be performed hereunder. The Contractor hereby assumes all liability and responsibility for injuries and claims for suits for damages occurring during the time the Work is being performed and arising out of the performance of same. The Contractor has provided proof of insurance in the amounts of \$1,000,000 general aggregate (property damage and bodily injury) and \$1,000,000 personal and advertising injury (business liability); and covenants this coverage will stay effective throughout the contract.

F. The Contractor shall, upon completion of the Work, and prior to the time of final payment, furnish a list of all subcontractors and material suppliers who have worked on this project along with final lien waiver forms signed by each of them. The Contractor shall also furnish a "Certification of Completion and Release of Liens" signed by the Contractor stating that all the Work is complete and all charges for materials and any other expenses incurred by the Contractor pertaining to the execution of this contract have been paid or waived in full to the end that no liens of any kind of character may be affixed against the above-described property.

G. The Contractor will complete and submit to the City a Register of Assigned Employees and a Monthly Register of Contractors, Subcontractors and Suppliers for each procurement over \$1,000 in the month of the occurrence. The Contractor will further require these forms be completed by its designated subcontractors and be responsible for its submission to the City on behalf of its subcontractors. In addition, the Contractor shall file a CIG Disclosure Report, as may be required.

H. The Contractor will guarantee the improvements, both materials and workmanship herein provided for a period of one (1) year from the date of the "Final Inspection/Acceptance Report" of the Work required by this contract. Should any defects appear within the specified period, the same shall be corrected by Contractor at their expense within thirty (30) days of notification by the Owner. Further, Contractor shall furnish the City with written notification of defect and remedial action taken. It is further agreed that the Contractor will furnish Owner and the City with copies of all manufacturers and suppliers written guarantees and warranties under this contract.

3. CITY RESPONSIBILITIES

The City specifically agrees:

A. It will obtain construction bids and issue a written "Notice to Proceed" to the Contractor within thirty (30) calendar days from the date of execution of this contract.

B. It will follow construction from beginning to end to ensure compliance with the Scope of Work.

C. The City shall make progress payments based upon invoices submitted by the Contractor and approved by the Rehabilitation Specialist in accordance with the following

procedures:

- i. Before the first application for payment, the Contractor shall submit to the Rehabilitation Specialist a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Rehabilitation Specialist and the City may require. The schedule shall be used only as a basis for the Contractor's application for payment.
 - ii. Upon completion of Fifty Percent (50%) of the Work, as certified by the Rehabilitation Specialist, the Contractor may apply for payment of Fifty Percent (50%) of the contract price, less such retainage as is set forth herein. Upon substantial completion of the Work, the Contractor shall submit an application for payment of the balance of the contract sum. Each application for payment shall be itemized and supported by such data substantiating the Contractor's right to payment as the Rehabilitation Specialist and the City may require, and reflecting retainage as provided herein. Contractor invoices are to be submitted to the Rehabilitation Specialist.
 - iii. The City will review any applications for progress payments for submission to DHCD for payment of approved progress payments less a five percent (5%) retainage. The City shall pay the approved amount, less retainage, within thirty (30) days of the inspections for the Work performed and the submission of an approved pay request by the Rehabilitation Specialist. No certificate for a progress payment, nor any partial or entire use of occupancy of the project by the Owner shall constitute an acceptance of any work not performed in accordance with the contract documents.
 - iv. Final payment on the contract shall not be due until the Rehabilitation Specialist, the Owner, and City have inspected and accepted all work to be performed by the Contractor and the Contractor has delivered to the City and Owner satisfactory releases of all liens by subcontractors, laborers, and material supplies arising out of the contract.
 - v. The issuance of a certificate as to completion of the Work by the Rehabilitation Specialist shall not represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of work or that it has reviewed the construction means, methods, techniques, sequences or procedures, or that it has made any examination as to how or for what purposes the contractor has used any monies previously paid on account of the contract sum.
- D. The Rehabilitation Specialist is responsible for initiating change orders, as required, and these must be executed by the Owner, Contractor, and City. All change orders must be approved by DHCD prior to execution.
- E. The making of final payment shall constitute a waiver of all claims by the Owner

and City except those arising from (1) unsettled liens, (2) faulty or defective work appearing or discovered after substantial completion, (3) failure of the Work to comply with the requirements of the contract documents, or (4) failure of the warranty as set forth in paragraph 2.G. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

4. ADDITIONAL TERMS

A. All parties to this contract agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be prohibited from receiving federal financial assistance.

B. When this contract exceeds \$10,000.00 all parties hereby agree to comply with the provisions of Executive Order 11246 which provides: that contractors and sub-contractors take affirmative action to ensure fair treatment in employment, upgrading, demotion, layoff, or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.

C. All parties to this contract hereby agree to comply with the provision of Section 109 of the *Housing and Community Development Act of 1974* which provides: that no person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subject to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the *Age Discrimination Act of 1975* or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity.

D. All parties to this contract agree to comply with the provisions of Section 3 of the *Housing and Urban Development Act of 1968* which provides:

- i. That to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are in or owned in substantial part by persons residing in the project area.
- ii. All parties to this contract hereby agree to comply with the following concerning procurement: "Pursuant to the Provision of 24 CFR Part 85 and Section 3 of the Housing and Urban Development Act of 1968, in procuring supplies, equipment, construction and services, the CONTRACTOR and all SUB-CONTRACTORS will contact the firms located in the local project area (City) and minority- and female-owned firms provided by the PUBLIC BODY on its solicitation list and provide such firms reasonable opportunities to compete for procurement Contracts."

E. All parties to this contract agree to comply with the following provisions of the

Immigration Reform and Control Act of 1986 which provides: that the CONTRACTOR agrees by signing this contract that he or she does not and will not during the performance of this contract violate the provisions of the *Federal Immigration Reform and Control Act of 1986*, which prohibits employment of illegal aliens.

F. Lead-Based Paint Poisoning Prevention Act – Public Law 91-695, 84 Stat. 2068 as amended by Public Law 93-151 and Public Law 94-317 (42 U.S.C. 4801).

- i. “As pursuant to the Lead-Based Paint Poisoning Prevention Act, as amended, the CONTRACTOR and SUBCONTRACTORS shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated.”
- ii. The governing body shall be responsible for inspection certifications and preparing specifications to eliminate identified lead-based paint under CFR Section 35.24.

G. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor or Owner violates any of the covenants, agreements, or stipulations of this Contract, the City thereupon has the right to terminate this Contract by giving written notice to the Contractor or Owner of such termination and the effective date thereof.

In such an event, all satisfactory work completed by the Contractor shall be justly and equitable compensated. Notwithstanding the above, neither the Contractor nor the Owner shall be relieved of liability to the City for damage sustained to the City by virtue of any breach of the Contract by the Contractor or the Owner, and the City may withhold any payments to the Contractor or require full payment from the Owner under the lien for the purposes of to offset until such time as the exact amount of damages due the City from the Contractor or Owner is determined.

H. This instrument constitutes the entire contract between the parties, and no written or oral contract of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a written change order signed by the parties hereto and attached to the contract hereunto. The detailed Work Write-Up and/or Design Drawings and Specifications of improvements to be made to the home to meet DHCD Housing Rehabilitation Standards is attached to this contract. It was approved by the Owner and was used by the Contractor in bidding the project. It further serves as the basis of work to be performed under this contract and becomes the official work order for the Contractor.

I. The City of Franklin’s General Terms and Conditions apply with the following exemptions:

- 5.3 – Superintendence – Does not apply.
- 19.2 - Changes in Quantities - Does not apply

20.1 – Monthly Construction Estimates – does not apply. Monthly construction estimates are not required; invoice submission and payment terms are as defined in City Responsibilities, Part 3C, above.

- 20.5 – Ownership of Material and Work - Does not apply.
- 21 – Liquidated Damages – Does not apply.
- 22.5 – Final Acceptance – SB/MB/WB/SDVB Usage Status Report is not required.
- 24.7 – Correction of Defects – Does not apply.
- 26.2 – Possession of Work – Does not apply.
- 29 – Project Sign – Does not apply.

Exhibits:

- A. FY2022 HUD Income Limits – City of Franklin
- B. Laurel Street Neighborhood Revitalization Project Program Design (Concise Version)
- C. City of Franklin General Terms and Conditions – Construction
- D. Federal Construction Contract Language Inserts (Appx 61)
- E. Scope of Work (Work Write Up, Drawings, Specifications)
- F. Truth in Lending Disclosure Statement
- G. Acknowledgement of Receipt of ECOA Notices & Disclosures
- H. Notice of Right to Cancel
- I. Notice of Lead Based Paint Presumption
- J. Confirmation of Receipt of Lead Pamphlet *Renovate Right*
- K. Laurel Street Neighborhood Revitalization Project Complaints and Appeals Process

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, including the adopting of the typed word and characters (SEAL) as their seal, the day and the year first above written.

Owner (Printed Name)

Owner (Printed Name)

Signature (SEAL)

Signature (SEAL)

City of Franklin:

Contractor:

By: _____
(Printed Name)

By: _____
(Printed Name)

Title: _____

Title: _____

Signature (SEAL)

Signature (SEAL)

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____

The foregoing instrument was acknowledged and executed before me this _____ day of _____, 20____, by

(Owner)

(Owner)

(City)

(Contractor)

My commission expires: ____/____/____

Registration No.: _____

Notary Public



FY 2022 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2022 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2022 Income Limit Area	Median Family Income Click for More Detail	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Southampton County- Franklin city, VA HUD Metro FMR Area	\$74,200	Very Low (50%) Income Limits (\$) Click for More Detail	25,850	29,550	33,250	36,900	39,900	42,850	45,800	48,750
		Extremely Low Income Limits (\$)* Click for More Detail	15,550	18,310	23,030	27,750	32,470	37,190	41,910	46,630
		Low (80%) Income Limits (\$) Click for More Detail	41,350	47,250	53,150	59,050	63,800	68,500	73,250	77,950

NOTE: Southampton County is part of the **Southampton County-Franklin city, VA HUD Metro FMR Area**, so all information presented here applies to all of the **Southampton County-Franklin city, VA HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Southampton County-Franklin city, VA HUD Metro FMR Area**.

The **Southampton County-Franklin city, VA HUD Metro FMR Area** contains the following areas: Southampton County, VA; and Franklin city, VA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2022 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2022 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2021 Median Family Income and Income Limits for Southampton County-Franklin city, VA HUD Metro FMR Area](#)

Select a different county or county equivalent in Virginia:

- Russell County
- Salem city
- Scott County
- Shenandoah County
- Smyth County
- Southampton County

[Select county or county equivalent](#)

Select any FY2022 HUD Metropolitan FMR Area's Income Limits:

Southampton County-Franklin city, VA HUD Metro FMR Area ▼

[Select HMFA Income Limits Area](#)

Or press below to start over and select a different state:

Select a new state

Update URL For bookmarking or E-Mailing

Prepared by the [Program Parameters and Research Division](#), HUD.



INTRODUCTION

PROGRAM OBJECTIVES

The overall objective of this program is to provide decent, safe, sanitary, and affordable housing in a suitable neighborhood living environment for the residents of the Laurel Street Neighborhood Revitalization Project.

The objective of **Housing Rehabilitation** is to provide financial and technical assistance to qualified low- to moderate-income residents and property owners, who are not financially able to resolve their housing deficiencies, to repair and maintain their homes to ensure lasting benefits for at least five years.

PROGRAM GUIDELINES

The Housing Rehabilitation Program for the Laurel Street Neighborhood Revitalization Project – Phase I will operate according to written guidelines which will be established as local policies and procedures for the implementation of housing improvements. These written guidelines will be adopted by the Laurel Street Neighborhood Revitalization Project Management Team and Housing Rehabilitation Oversight Board. The adopted program standards will apply equally to each program applicant.

ELIGIBLE AREA

The project service area encompasses residential properties the designated Laurel Street Neighborhood project area map included in Appendix A.

PROGRAM GUIDELINES

ELIGIBILITY FOR ASSISTANCE

Each applicant must reside or own property located within the boundaries of the Laurel Street Neighborhood Revitalization Project Area at the time of grant application in order to apply for financial assistance for rehabilitation; other residents or property owners may be considered on an individual basis with approval from DHCD. The eligibility of an applicant is based on the beneficiary household's income and cash assets, individual's term of residency or ownership of the property, rent affordability, and feasibility of the property to be rehabilitated. The City of Franklin will consider all eligible Low and Moderate Income (LMI) applicants without regard to race, religion, gender, national origin, age, familial status, or disability. The program will not benefit moderate-income persons to the exclusion of low-income persons.

Multi-family structures must be occupied by at least 51% LMI households. CDBG funds must be targeted only to those units which are occupied or will be occupied by LMI households;

All procedures will be applied in a uniform manner. All owner-occupants and tenants will be asked for information on race and national origin, age, familial status, disability, gender, and LMI status.

The following eligibility considerations will be used to determine participants:

INCOME ELIGIBILITY

Households are eligible to participate in the housing rehabilitation program if they meet certain low- to moderate-income standards. LMI income standards are defined as: 80% of median family income for the area based on family size for Community Development Block Grant (CDBG) funds as defined by the US Department of Housing and Urban Development (HUD) included in Appendix C.

EXTENT OF PROPERTY DEFICIENCIES

- Suitable for Rehabilitation – houses which will be brought to Housing Quality Standards (HQS) within the limits of funding guidelines.
- Unsuitable for Rehabilitation / Substantial Reconstruction – house unable to be brought up to HQS within the limits of the funding guidelines due to structural deficiencies which must be cleared and replaced. Substantial reconstruction is available only to owner-occupants.
- **Owner-Occupied Housing** – Permanent residents, defined as living in the house no less than nine (9) months out of the year, are eligible to participate based on meeting the LMI guidelines.
- **Investor-Owned Housing** - Investor-owners are eligible to participate based on their tenant(s) meeting the LMI guidelines.
- **Heir Properties and Life Rights** – Special documentation will be required where heirs occupy a house with unclear title or have “life rights” to the property.
- **Contract (“Rent-to-Own”)** - Special documentation will be required where heirs occupy a house with unclear title or have “life rights” to the property.
- **Vacant Properties**
 - Must have a consistent history of being occupied over the past five (5) years and been occupied six (6) months of the previous year or show evidence of being marketed with no success during the previous year to be eligible, or
 - Be available as a temporary relocation resource during the life of this rehabilitation program or a permanent relocation resource for any project area households, or
 - Be owned by a public body or non-profit community development group, or
 - Be in the process of being purchased by an LMI household as a primary residence.

PRIORITIZATION OF PROPERTIES

Eligible applications will be scored according to the rubric below. Applications will be prioritized based on the number of accumulated points and rehabilitation activities will proceed in priority order as applicants are ready for commencement of construction.

Household Characteristics	Points
Long Term Vacant	0
Vacant, but Eligible under Program Design	1
Occupied	2
Female-Headed Household (1 or more children)	2

Each Dependent Child	2
Each Elderly Household Member (older than 62 years)	2
Disabled (other than elderly)	3
Very Low-Income (below 50% of median)	2
Owner	5

Structure Characteristics	Points
Minimal level of repairs required	1
Moderate level of repairs required	2
Major level of repairs required	3
Substantial reconstruction required	4
Lack of indoor plumbing	5
Flood impacted property (additional)	3

FINANCIAL ASSISTANCE AVAILABLE

The following financial assistance is available to based on current CDBG cost limits (effective January 1, 2021) included in Appendix B:

1. Up to \$25,000 per single family unit in Housing Rehabilitation Assistance through CDBG funds for units constructed before 1978 with no XRF Lead Test presuming lead present.
2. Up to \$65,000 per single family unit in Housing Rehabilitation Assistance through CDBG funds for units constructed after 1978 or XRF Lead Testing showing no lead.
3. Up to \$95,000 per single family unit in Housing Rehabilitation Assistance for substantial reconstruction in CDBG funds.
4. Up to \$20,000 in Exceptions for qualifying upgrades such as elderly and disabled improvements, bathroom and bedroom additions for relief of overcrowding, flood proofing, removal and disposal of asbestos, and lead testing through CDBG funds.
5. Up to \$2,000 in Temporary Relocation Assistance per household during the construction period through CDBG funds.
6. Up to \$800 in funds for asbestos inspection.
7. Waiver of building permit fees by the City of Franklin of approximately \$200 to \$250 per rehabilitation and \$400 per substantial reconstruction.
8. Additional funds may be available for units qualifying for DHCD's Lead Hazard Reduction Program.

TERMS OF FINANCIAL ASSISTANCE (FOR CDBG FUNDS)

1. Owner-Occupied Housing Rehabilitation Assistance
 - Five (5) year, 0% interest loan secured by a lien against the property.
 - Forgiveness of the loan in monthly installments over 60 months unless the contract is broken or the property is sold at which time the remaining balance would be due in full.
 - Participation in a Home Maintenance Education Program is required for all owner-occupants.
2. Investor-Owner Housing Rehabilitation Assistance
 - An initial payment equal to 10% of the cost of rehabilitation plus any amount which exceeds the CDBG cost limits or other available funds.
 - Five (5) year, 0% interest loan secured by a lien against the property.

- Contractual agreement to rent to LMI households for the term of the lien (5) years.
- Rent charged to a tenant must be affordable, defined as equal to or less than the Fair Market Rent for the City of Franklin as determined by the US Department of Housing and Urban Development, included in Appendix D. Increases in rent to any current LMI tenant may be implemented only to cover unavoidable increases in costs as certified by the City of Franklin.
- Forgiveness of the loan in monthly installments over 60 months unless the contract is broken or the property is sold at which time the remaining balance would be due in full.
- Participation in a Home Maintenance Education Program will be required of all tenants.

PROPERTY REHABILITATION STANDARDS

All units receiving rehabilitation improvements will comply with the Virginia Department of Housing and Community Development (Va DHCD) Housing Rehabilitation Standards (HRS) and in accordance with the DHCD requirements for termite control, chimney safety, debris and trash removal, electrical components function, safety and weatherization, etc.

All properties receiving assistance will be inspected by the Project's Housing Rehabilitation Specialist who will write-up the work to be performed by a contractor. All properties receiving assistance will be inspected by the Rehabilitation Specialist before, during, and after construction. Substantial completion of each housing rehabilitation project is verified before the Rehabilitation Specialist before final payment is made to the rehabilitation contractor.

CONTRACTING PROCEDURES

The City of Franklin, with the assistance of the Franklin Neighborhood Revitalization Management team and Advisory Board will solicit, in accordance with stated laws and policies, the services of pre-qualified contractors which have the ability to perform rehabilitation and construction activities to a high standard, within budget, and in a timely and efficient manner. In order to provide for local employment, the procurement process will give priority to local contractors and subcontractors from the City of Franklin.

PROJECT AREA MAP

LAUREL STREET NEIGHBORHOOD
City of Franklin, Virginia



Department of Housing and Community Development Program Administration and Assistance Office						
Housing Rehabilitation Cost Limits as of July 1, 2020						
<i>Limits for Houses constructed after 1978 or XRF Testing Showing No Lead</i>						
Activity	IPR-Flex REHAB		IPR-Flex SUBSTANTIAL		CDBG	
	Failed Septic	No Bathroom	Failed Septic	No Bathroom	Rehab	Substantial
Base	65,000	95,000	95,000		65,000	95,000
Exceptions	20,000	Inclusive	Inclusive		20,000	Inclusive
Alternative Septic	10,000	10,000	10,000		10,000	10,000
Deliverables/Admin	7,500	7,500	7,500		Policy	Policy
Deliverables/Admin (add with IPR partner)	1,000	1,000	1,000		0	0
RS	5,000	5,000	5,000		Policy	Policy
CRSC*	9,300	9,300	9,300		5,000	5,000
TOTAL	117,800	125,800	127,800		100,000	110,000
*CRSC includes ACM, temporary relocation, HMEP, legal fees, and lead inspection/risk assessment						
<i>Limits for Houses constructed before 1978 - No XRF Test - Presumed Lead</i>						
Activity	IPR-Flex REHAB		IPR-Flex SUBSTANTIAL		CDBG	
	Failed Septic	No Bathroom	Failed Septic	No Bathroom	Rehab	Substantial
Base	25,000	25,000	95,000		25,000	95,000
Exceptions	25,000	50,000	Inclusive		25,000	Inclusive
Alternative Septic	10,000	10,000	10,000		10,000	10,000
Deliverables/Admin	7,500	7,500	7,500		Policy	Policy
Deliverables/Admin (add with IPR partner)	1,000	1,000	1,000		0	0
Rehab Specialist	5,000	5,000	5,000		Policy	Policy
CRSC	9,300	9,300	9,300		9,300	9,300
TOTAL	82,800	107,800	127,800		69,300	114,300
*CRSC includes ACM, temporary relocation, HMEP, and legal fees						
All allowances are maximum allowable cost (up to) and must be substantiated by invoices.						
<i>Limits for Houses constructed before 1978 AND participating in Lead Hazard Reduction Program</i>						
Activity	IPR-Flex REHAB		IPR-Flex SUBSTANTIAL		CDBG	
	Failed Septic	No Bathroom	Failed Septic	No Bathroom	Rehab	Substantial
Base	65,000	95,000			65,000	
Exceptions	20,000	Inclusive			20,000	
Lead Related Rehab	24,000	24,000			24,000	
Lead Insp, Risk Assessment, Clearance Testing	2,225	2,225			2,225	
Alternative Septic	10,000	10,000			10,000	
Deliverables/Admin (including lead)	11,000	11,000			Policy	
Deliverables/Admin (add with IPR partner)	1,000	1,000			0	
RS	5,000	5,000			Policy	
CRSC*	9,300	9,300			Policy	
TOTAL	147,525	157,525			121,225	
*CRSC includes ACM, temporary relocation, HMEP, and legal fees						



FY 2022 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2022 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2022 Income Limit Area	Median Family Income Click for More Detail	FY 2022 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Southampton County- Franklin city, VA HUD Metro FMR Area	\$74,200	Very Low (50%) Income Limits (\$) Click for More Detail	25,850	29,550	33,250	36,900	39,900	42,850	45,800	48,750
		Extremely Low Income Limits (\$)* Click for More Detail	15,550	18,310	23,030	27,750	32,470	37,190	41,910	46,630
		Low (80%) Income Limits (\$) Click for More Detail	41,350	47,250	53,150	59,050	63,800	68,500	73,250	77,950

NOTE: Southampton County is part of the **Southampton County-Franklin city, VA HUD Metro FMR Area**, so all information presented here applies to all of the **Southampton County-Franklin city, VA HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the **Southampton County-Franklin city, VA HUD Metro FMR Area**.

The **Southampton County-Franklin city, VA HUD Metro FMR Area** contains the following areas: Southampton County, VA; and Franklin city, VA.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2022 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2022 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2021 Median Family Income and Income Limits for Southampton County-Franklin city, VA HUD Metro FMR Area](#)

Select a different county or county equivalent in Virginia:

- Russell County
- Salem city
- Scott County
- Shenandoah County
- Smyth County
- Southampton County

[Select county or county equivalent](#)

Select any FY2022 HUD Metropolitan FMR Area's Income Limits:

Southampton County-Franklin city, VA HUD Metro FMR Area

[Select HIFA Income Limits Area](#)

Or press below to start over and select a different state:



FY 2023 FAIR MARKET RENT DOCUMENTATION SYSTEM

The FY 2023 Southampton County-Franklin city, VA HUD Metro FMR Area FMRs for All Bedroom Sizes

Final FY 2023 & Final FY 2022 FMRs By Unit Bedrooms					
Year	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2023 FMR	\$804	\$817	\$953	\$1,244	\$1,623
FY 2022 FMR	\$703	\$718	\$843	\$1,128	\$1,443

Franklin city, VA is part of the Southampton County-Franklin city, VA HUD Metro FMR Area, which consists of the following counties: Southampton County, VA; and Franklin city, VA. All information here applies to the entirety of the Southampton County-Franklin city, VA HUD Metro FMR Area.

Fair Market Rent Calculation Methodology

— [Show/Hide Methodology Narrative](#) —

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. **[Calculate the Base Rent](#)**: HUD uses 2016-2020 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area as the new basis for FY2023, provided the estimate is statistically reliable. For FY2023, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases. HUD does not receive the exact number of survey cases, but rather a categorical variable known as the count indicator indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2016-2020 5-year estimate, HUD checks whether the area has had at least 2 minimally reliable estimates in the past 3 years, or estimates that meet the 50% margin of error test described above. If so, the FY2023 base rent is the average of the inflated ACS estimates.

If an area has not had a minimally reliable estimate in the past 3 years, HUD uses the estimate for the area's corresponding metropolitan area (if applicable) or State non-metropolitan area as the basis for FY2023.

2. **[Calculate the Basis for Recent Mover Adjustment Factor](#)**: HUD has changed the calculation of the FY2023 Recent Mover Factor from previous years due to the unavailability of ACS₂₀₂₀ 1-year estimates. The Census Bureau did not release standard 1-year estimates from the 2020 American Community Survey (ACS) due to the impacts of the COVID-19 pandemic on data collection. For FY2023, HUD uses a multi-pronged approach that includes private sources of rental data.

In order to calculate rents that are "as of" 2020, HUD takes the average of the recent mover factor from 1-year ACS₂₀₁₉ recent mover rent inflated by 2019-2020 gross rent change; and the factor from 5-year ACS₂₀₂₀ recent mover rent. For areas where private data is available, the 2019-2020 gross rent change uses a weighted average of private sources and the Consumer Price Index (CPI) to calculate the annual percentage change in rents plus utilities from annual 2019 to annual 2020. For areas where private data is not available, the 2019-2020 gross rent change is based only on the CPI.

CITY OF FRANKLIN, VIRGINIA
GENERAL CONDITIONS
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CITY OF FRANKLIN, VIRGINIA
GENERAL CONDITIONS

SECTION 1. DEFINITIONS

Whenever used in these General Conditions or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof, and where applicable to any other legal entity such as a corporation, partnership, limited liability company, etc.

Architect, Engineer, Architect/Engineer or A/E: The term used to designate the Architect and/or the Engineer who contracts with the City to provide the Architectural and Engineering services for the project. The Architect/Engineer is a separate Contractor and is referred to herein as the Architect/Engineer or abbreviated as A/E. The term includes any associates or consultants employed by the firm to assist in providing the A/E services.

Bidder: The person, firm, corporation, or other entity interested in submitting a bid for the Work to be performed.

Change Order: A document issued by the Rehabilitation Specialist on or after the effective date of the Contract which is agreed to by the Contractor and approved by the City, and which authorizes an addition, deletion, or revision in the Work, including any adjustment in the Contract Price and/or the Contract Time.

City or Owner: The City of Franklin, Virginia, or its authorized representative.

City Code: Refers to the Code of the City of Franklin, as amended.

Contracted Engineer: An engineering firm contracted by the City.

City Manager: The City Manager or her authorized representative.

Contract Documents: These documents include, but are not limited to, the Project Manual, Request for Proposal, the Instructions to Bidders, the Bid Form, the Contract, the Bonds or other Bid Security, the Escrow Agreement, the General Conditions, Supplemental General Conditions, Special Conditions, the Specifications, Addenda or Change Orders, the Plans and Drawings, any Supplemental Drawings, and any additional documents incorporated by reference in the above.

Contract: The written agreement between the parties concerning the performance of the Work and consisting of the Contract Documents.

Contractor: The person, firm, corporation, or other entity entering into a contractual agreement with the City to perform the Work.

Day or Days: Calendar days unless otherwise specifically noted in the Contract Documents.

Defect, Defective, or Deficient: An adjective or noun which when modifying or referring to the word Work refers to Work or any part thereof that is unsatisfactory, faulty, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, standards, tests, or approvals referred to in the Contract Documents.

Document(s): This term includes, but is not limited to, writings, drawings, items on which words, symbols, or marks are recorded; electronic data of any type; videotapes, recordings, photographs and negatives, digital or otherwise; and any other form of data, writing, or information compilation, however recorded or stored, and regardless of physical form or characteristics.

Field Order: A written order issued by the Contracted Engineer which clarifies the requirements of the Contract by giving a more complete expression of the drawings or specifications or other documents without any change in the design, the Contract price, or the Contract time.

Final Acceptance: The City's acceptance of the project from the Contractor upon confirmation from the Contracted Engineer and the Contractor that the project is apparently complete in accordance with the Contract requirements.

Force Majeure Events: Events that are beyond the control of both Contractor and the City, including the events of war, floods, labor disputes, earthquakes, epidemics, unusually severe weather conditions not reasonably anticipated, and other acts of God.

Hazardous Conditions: Any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

Legal Requirements: All applicable federal, state and local laws, codes, ordinances, rules, regulations, standards, requirements, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation the most current Virginia Uniform Statewide Building Code, Virginia and the federal Americans with Disabilities Act, and any submission required by Virginia law to the Virginia Department of Education. All publications and other documents (such as manuals, handle codes, standards, and specifications) cited to in this Agreement for the purpose of establishing requirements applicable to equipment, materials, or workmanship are hereby incorporated by reference in this Agreement.

Notice: All written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with the Contract requirements. Any written notice by either party to the Contract shall be sufficiently given if delivered to or at the last known business address of the person, firm, or corporation constituting the party to the Contract, or to his, her, their, or its authorized agent, representative, or officer.

Notice to Proceed: A written notice given by the City at the City's discretion to the Contractor fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents.

Project Inspector: One or more individuals employed by the City to inspect the Work and/or to act as Resident Inspector to the extent required by the City. The City shall notify the Contractor of the appointment of such Project Inspector(s).

Provide: Shall mean to furnish and install ready for its intended use.

Scope of Work: All the work and materials for the Project required by this Agreement to be provided by Contractor, and that may be required to result in a fully functional and properly

operating Project, and all of which shall be provided by Design-Builder within the contract price, except as may be modified by any Change.

Site: The land or premises on which the Project is located.

Subcontractor: A person, firm, partnership, corporation, or other entity having a direct contract with the Contractor or with any other Subcontractor for the performance of the Work. It includes one who provides on-site labor, but does not include one who only furnishes or supplies material for the project.

Submittals: All drawings, diagrams, illustrations, brochures, schedules, samples, electronic data and other data required by the Contract Documents which are specifically prepared by or for the Contractor, Subcontractor, or Supplier, and submitted by the Contractor to illustrate the material, equipment, or layouts, or some other portion of the Work.

Substantial Completion or Substantially Complete: The date on which the Work, or an agreed upon portion of the Work is sufficiently complete in accordance with the Contract Documents, as certified by the Contracted Engineer, including an occupancy permit, commissioning and punch list (other than cosmetic items), so that it may be utilized and can be used for all of its intended uses, including that the Project is ready to accept move-in by the City and all life/safety items are operational, and other items that are critical in nature are complete.

Supplier: A manufacturer, fabricator, distributor, materialman, or vendor who provides only material or supplies for the project, but does not provide on-site labor.

Utilities: Utilities include all public and private lines, cables, conduit, pipelines, and appurtenances, whether underground, on the surface, and/or aerial, that may exist on the project site and/or adjoining public streets and/or rights-of-way for the purpose of providing communications, gas, petroleum, electricity, water, sanitary sewer, storm sewer, drainage, energy, signals, or lighting service to the site or adjoining properties.

Virginia Code: Refers to the Code of Virginia (1950), as amended.

Work or Project: The entire completed construction or the various separately identifiable parts thereof as required by the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating material and equipment into the construction.

SECTION 2. INDEMNITY PROVISION

2.1 Indemnity: Contractor shall indemnify and hold harmless City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or easement or arising in any way out of or resulting from any of the work to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits, breach of contract claims, indemnity claims, and any other damages, losses, and/or claims of any type.

2.2 Hazardous Material: While on the City's property or easement and in its performance of this Contract, Contractor shall not transport, dispose of or release any hazardous substance,

material, or waste, except as necessary in performance of its Work under this Contract and in any event Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous material, substances or waste. Regardless of City's acquiescence, Contractor shall indemnify and hold City, its officers, agents, and employees harmless from all costs, claims, damages, causes of action, liabilities, fines or penalties, including reasonable attorney's fees, resulting from Contractor's violation of this paragraph and agrees to reimburse City for all costs and expenses incurred by City in eliminating or remedying such violations. Contractor also agrees to reimburse City and hold City, its officers, agents, and employees harmless from any and all costs, expenses, attorney's fees and all penalties or civil judgments obtained against the City as a result of Contractor's use or release of any hazardous substance or waste onto the ground, or into the water or air from or upon City's premises. (See also section 13.2 of these General Conditions.)

2.3 Patents: The Contractor shall protect, indemnify, and hold harmless the City from any and all demands for fees, claims, suits, actions, causes of action, or judgments based on the alleged infringement or violation of any patent, invention, article, trademark, arrangement, or other apparatus that may be used in the performance of the Contract or the Work.

SECTION 3. PERMITS, LICENSES, OCCUPATIONAL SAFETY

3.1 Regulations: The Contractor shall fully comply with all local, state, and federal ordinances, laws, and regulations, including without limitation all applicable building and fire code sections of the Occupational Safety and Health Act (OSHA), and the Virginia Uniform Statewide Building Code, and obtain all required licenses and permits, including business license, building permits, and pay all charges and expenses connected therewith.

3.2 Permits: The Contractor shall, at its sole cost, obtain all required permits from the appropriate authorities, including a Right of Way Excavation Permit(s) from the City of Franklin. Contractor shall obtain an additional separate Excavation Permit Bond(s) in accordance with the requirements of the City's Right of Way Excavation and Restoration Standards. Revised July 1, 2013, together with any other documents and/or items that may be required by the City's Department of Public Works and/or Department of Planning, Building and Development. No delay or extension of time or any claim for additional compensation of any type shall be granted for failure to obtain any required permits.

3.3 Litter: In accordance with the Virginia Anti-Litter Law, receptacles sufficient to contain workmen's litter and construction wastes capable of being spread by wind or water shall be located on the construction site. The number and size of receptacles required shall be determined by the Contractor.

3.4 Asbestos License: The Contractor, if not licensed as an asbestos abatement contractor or a Roofing, Flooring, and Siding (RFS) contractor in accordance with Virginia Code § 54.1-514 shall have all asbestos related work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors as appropriate for the work required.

SECTION 4. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance under this section to the City, and such proof has been approved by the City. The Contractor confirms to the City that all

subcontractors have provided the Contractor with proof of insurance, or will do so prior to commencing any work under this Contract. Contractor further warrants that proof of coverage as provided to the City responds on a primary basis in the event of an uninsured or underinsured subcontractor. All such insurance shall be primary and non-contributory to any insurance or self-insurance the City may have in force.

4.1 For All Contracts, the following minimum insurance requirements apply:

a. Workers' Compensation and Employers' Liability:

The Contractor shall obtain and maintain the following limits:

Workers' Compensation: Statutory coverage for Virginia

Employers' Liability: \$100,000 Bodily Injury by Accident each occurrence
\$500,000 Bodily Injury by Disease Policy Limit \$100,000
Bodily Injury by Disease each employee

b. Commercial General Liability:

Coverage is to be written on an "occurrence" basis and such coverage shall include broad form extension endorsements for both liability and property damage.

Completed Operations coverage will be required to be maintained for the life of the Contract.

For Limits of Liability see sections 4.2 and 4.3 of these General Conditions.

c. Automobile Liability:

Limits for vehicles owned, non-owned, hired or borrowed shall not be less than:

x \$1,000,000 Bodily Injury and Property Damage combined single limit per occurrence.

d. Additional Insurance Requirements:

Additional specific insurance coverage minimum requirements to be provided by Contractor may include the following or as detailed in the Supplemental General Conditions or in other Contract Documents:

1) Builders Risk: At the discretion of the City, the Contractor, at its cost, shall obtain and maintain in the names of the City and the Contractor "all-risk" builders risk insurance (if approved by the City) upon the entire structure or structures on which the Work of this Contract is to be done and upon all material in or adjacent thereto or those that are "off-site" but which are intended for use thereon, to one hundred percent (100%) of the completed value thereof.

2) Property Coverage: Installation Floater (and Rigger's Form, if applicable) will be required for the installation of contents or equipment, coverage will begin with supplier and continue until equipment/contents has been fully installed. Floater will be valued for the replacement cost value of equipment/contents including all costs. The Contractor

shall provide coverage for portions of the work stored off-site after written approval of the City at the value established in the approval and for portions of the work in transit.

3) Special Hazards: In the event special hazards are evident in the work contemplated, or if required by the Contract Documents, the Contractor shall obtain and maintain during the life of the Contract a rider to the policy or policies required, in an amount not less than that stipulated under the above Paragraphs. Should any unexpected special hazards be encountered during the performance of this Contract, the Contractor shall, prior to performing any work involving the special hazard, immediately obtain this insurance as instructed by the City. In the event the special hazard requiring the additional coverage was not a part of the original bid, the expense of such insurance shall be reimbursed to the Contractor by the City, otherwise the Contractor shall assume full responsibility for the purchase with no charge back to the City.

4) Deductible: Deductible/self-insured retention amounts shall be reduced or eliminated upon written request from City. The insurer's cost of defense (and appeal), including attorney's fees, shall not be included within the coverages provided but shall remain the insurer's responsibility.

5) Term: Insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective work.

6) Limit of Liability: Nothing contained in these insurance requirements is to be construed as limiting the liability of Contractor or Contractor's insurance carriers. City does not in any way represent that the coverages or the limits of insurance specified is sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. The obligation of the Contractor to purchase insurance herein shall not in any way limit the obligation of the Contractor in any event and/or in the event that the City should suffer an injury or loss in excess of the amount recoverable through insurance.

4.2 Contracts of \$100,000 or More: The following minimum insurance requirements apply in addition to the above requirements:

a. Limits of Liability: For the Commercial General Liability policy:

- \$2,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal and advertising injury
- \$1,000,000 each occurrence

Coverage is to be written on an "occurrence" and "per project" basis and such coverage shall include:

b. Umbrella Liability Insurance: This coverage shall be written for minimum limit of:

- \$5,000,000 each occurrence for Personal and Bodily Injury and Property Damage

This Policy shall apply in excess and follow the form of employer's liability, commercial general liability, and auto liability.

4.3 Contracts Less Than \$100,000: The following minimum insurance limits apply unless specified otherwise in the Supplemental General Conditions:

a. Limits of Liability: For the Commercial General Liability policy:

- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal and advertising injury
- \$1,000,000 each occurrence

4.4 Proof of Insurance Coverage: The policies of insurance required by sections 4.1, 4.2, or 4.3 shall be purchased from a reputable insurer licensed to do business in Virginia and maintained for the life of the Contract by the Contractor. Other insurance requirements include the following:

- a. The Contractor shall furnish the City with the required certificates of insurance showing the insurer, type of insurance, policy number, policy term, deductible, and the amount insured for property coverages and the limits for liability coverages.
- b. The Contractor shall notify the Contracted Engineer and Risk Manager in writing within five (5) consecutive calendar days if any of the insurance coverages or policies are cancelled or materially altered and Contractor shall immediately replace such policies and provide documentation of such to the Contracted Engineer and Risk Manager.
- c. The required insurance policies and coverages, excluding those for Workers' Compensation and Professional Liability, shall name the City of Franklin, its officers, agents, volunteers and employees as additional insureds, and the certificate of insurance shall show if the policies provide such coverage. Waiver of subrogation is required with respect to any policy of workers' compensation and employers' liability insurance required under this section. The certificate of insurance shall show if the policies provide such waiver. Additional insured and waiver endorsements shall be received by the City's Risk Manager from the insurer with the certificate of insurance unless the City's Risk Manager agrees to another process. The City's Risk Manager may approve other documentation of such insurance coverages.
- d. Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

SECTION 5. EMPLOYMENT AND CONDUCT OF PERSONNEL

5.1 City Residents: The Contractor is encouraged to try to use City residents, and local, Small, Minority-Owned, Women-Owned, and Service Disabled Veteran-Owned businesses, when practical.

5.2 Employee Qualifications: Only skilled and reliable workers shall be employed for the Work. Should any person employed on the Work by the Contractor appear to the Contracted Engineer to be incompetent, unable to perform the Work, or disorderly, such person shall be removed from the Work immediately upon proper notice to the Contractor from the Contracted Engineer and such person shall not again be used for this Contract.

5.3 Superintendence: The Contractor shall have a competent foreman or superintendent, satisfactory to the Rehabilitation Specialist, on the jobsite at all times during the progress of the Work. The Contractor shall notify the City, in writing, of any proposed change in the foreman or superintendent including the reason therefore prior to making such change.

5.4 Drug-free Workplace: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose 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.

The Contractor shall post a copy of the policy in a conspicuous place at the jobsite and assure that all Contractor, subcontractor, and supplier personnel entering the jobsite are informed of the policy.

SECTION 6. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

Every Contract of over \$10,000 to which the City is a party shall contain the provisions in sections 6.1 and 6.2 herein:

6.1 Nondiscrimination: During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any Subcontractor, 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal employment opportunity employer.

- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

6.2 Nondiscrimination by Subcontractor or Vendor: The Contractor will include the provisions of the foregoing Subsections 6.1 (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 7. SUBCONTRACTORS

7.1 Licensure: The Contractor shall comply with Title 54.1, Chapter 11, of the Code of Virginia, with respect to licensure of itself and all subcontractors employed to work on the project. The Contractor represents that it has verified that all subcontractors hold all required state and local licenses, including State Contractor's license and City business license. The Contractor shall verify that any additional subcontractors employed to work on the project, subsequent to the initial verification, hold all required state and local licenses, including State Contractor's license and City business license. Upon request from the Contracted Engineer, Contractor shall provide documentation of compliance with this section 7.1. Failure to comply constitutes a material breach of the Contractor's Contract with the City.

7.2 Change of Subcontractors: Subcontractors shall not be changed without the written approval of the Rehabilitation Specialist.

7.3 Responsibility for Subcontractors: The Contractor shall not employ for the project any subcontractor that the City may, within a reasonable time, object to as unsuitable. The Contractor further agrees that it is as fully responsible to the City for the acts and omissions of its subcontractors, suppliers, and invitees on the jobsite and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by it.

SECTION 8. CONDITIONS AT SITE

8.1 Existing Conditions: The Contractor is encouraged to attend a pre-bid conference or visited the site prior to bidding and is responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the site, and the character and extent of existing improvements and work within or adjacent to the site. Claims as a result of failure to have done so will not be considered by the City and will be the sole responsibility of the Contractor.

8.2 Hidden Conditions: If, in the performance of the Contract, hidden physical conditions of a building being modified are exposed revealing unusual or materially different conditions than those ordinarily encountered or inherent in work of this nature, or if subsurface or latent conditions at the site are found which are materially different from those frequently present in the locality, from those indicated in the Contract Documents, or from those inherent in work of the character required by the Contract, the Contractor must report such conditions to the Rehabilitation Specialist before the conditions are disturbed. Upon such notice, or upon his own observation of such conditions, the Rehabilitation Specialist will make such changes in the Contract Documents as he finds necessary to conform to the different conditions. Any change in the cost of the Work or the time needed for completion must be requested pursuant to section 19 of these General Conditions.

8.3 Suspected Hazardous Material: If the Contractor, during the course of the project, observes the existence of any material which it suspects or knows to be hazardous to human health or the environment, the Contractor shall promptly notify the Rehabilitation Specialist. The Rehabilitation Specialist will provide the Contractor with instructions regarding how the City will remediate the hazardous condition. The Contractor shall not perform any work involving the material or any work causing the material to be less accessible prior to receipt of special instructions from the Rehabilitation Specialist.

SECTION 9. SURVEYS AND LAYOUT

9.1 Surveying Services: All necessary drawings showing the location of property lines, buildings, and other appropriate information shall be furnished to the Contractor through the drawings and specifications. The Contractor shall provide competent surveying and engineering services to verify the given information and to execute the Work in accordance with the Contract requirements and shall be responsible for the accuracy of Contractor's surveying and engineering services. The Contractor shall immediately notify the Rehabilitation Specialist of any discrepancies and confirm such notice in writing within five (5) calendar days.

9.2 Survey Control: Such general reference points and benchmarks on the building site as will enable the Contractor to proceed with the Work will be established in the drawings and specifications. If the Contractor finds that any previously established reference points have been lost or destroyed, Contractor shall promptly notify the Rehabilitation Specialist.

9.3 Damage to Survey Control: The Contractor shall protect and preserve the established benchmarks and monuments and shall make no changes in locations without written notice to and approval from the Rehabilitation Specialist. Any of these which may be lost or destroyed or which require shifting because of necessary changes in grades or locations shall, subject to prior approval from the Rehabilitation Specialist, be replaced and accurately located by the Contractor.

SECTION 10. DRAWINGS AND SPECIFICATIONS

10.1 Drawings and Specifications: The general character and scope of the Work are illustrated by the drawings and specifications. Where on any of the drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the Work. If the Contractor deems additional detail or information to be needed, Contractor may request the same in writing from the Rehabilitation Specialist. The Contractor shall carry out the Work in accordance with the drawings and specifications and any additional detail drawings and instructions as issued by the Rehabilitation Specialist. However, Contractor shall immediately notify the Rehabilitation Specialist of any discrepancies in such drawings and/or specifications and confirm such notice in writing within five (5) calendar days.

10.2 Discrepancies in Drawings: In case of difference between small and large scale drawings, the large scale drawings shall govern, unless otherwise directed in writing by the Rehabilitation Specialist.

10.3 "Similar": Where the word "similar" appears on the drawings, it shall be interpreted in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.

10.4 Division of Specifications: The specifications are divided into several parts for convenience only, since the entire specifications must be considered as a whole. The divisions of the specifications are not intended to control the Contractor in dividing the work among subcontractors or to limit the work performed by any trade. The Contractor shall be responsible for the coordination of the trades, subcontractors, and vendors engaged upon this Work.

10.5 Dimension Accuracy: Measurements or dimensions shown on the drawings for site features, utilities, and structures shall be verified at the site by the Contractor. The location of underground utilities indicated on the plans are diagrammatic and were plotted from available records and field survey information and shall be considered approximate only, and the City makes no representations with regard to their accuracy. The Contractor shall not scale measurements or dimensions from the drawings. Where there are discrepancies, the Rehabilitation Specialist shall be consulted. Where new work is to connect to, match with, or be provided for existing work, the Contractor shall verify the actual existing conditions and related dimensions prior to ordering or fabrication, so that such new work will properly fit with existing work.

10.6 As-Built Drawings: The Contractor shall maintain at the site for the City one copy of all drawings, specifications, addenda, approved shop or setting drawings, change orders, field deviations, and other documents or modifications (referred to herein as "As-Built Drawings") in good order and marked to record all changes as they occur during construction. These shall be available to the Rehabilitation Specialist, the Project Inspector, and the City's testing personnel. These "As-Built Drawings" shall be neatly and clearly marked in color during construction to record all variations from the drawings made during construction. The representation of such variations shall include such supplemental notes, symbols, legends, documents, and details as may be necessary to clearly show the as-built construction.

10.7 Record Drawings: Upon completion of the Work and prior to Final Acceptance, the Contractor shall deliver to the Rehabilitation Specialist, for preparation of the Record Drawings, one complete set of "As-Built Drawings" and documents referred to in section 10.6 as well as an electronic copy, if available, or if requested by the Rehabilitation Specialist.

SECTION 11. SCHEDULE OF THE WORK

11.1 Scheduling: The Contractor is responsible for the sequencing, scheduling, and coordinating of the Work, for monitoring the progress of the Work, and for taking appropriate action to keep the Work on schedule. The Contractor is responsible for coordinating Contractor's work on the Project with any other work being carried on by the City or by other City consultants or contractors at the site or for the Project. The Contractor shall prepare and submit to the Rehabilitation Specialist a schedule for accomplishing the Work based upon the completion time stated in the Contract. All schedules under section 11 shall be in paper form unless otherwise directed by the Rehabilitation Specialist.

11.2 Progress: The Contractor shall review the progress of the Work not less than each month, but as often as necessary to properly manage the project and stay on schedule. The Contractor shall collect and preserve information on Change Orders, including extensions of time. The Contractor shall evaluate this information and update the schedule monthly to finish within the contractually allowed time. The Contractor shall submit the updated schedule with each

progress payment request. The scheduled completion date shall be within the period of time allowed by the Contract for completion of construction, except as amended by any Change Orders.

11.3 Delay and Recovery Schedule: Should there be any delay, the Rehabilitation Specialist may require the Contractor to prepare, at no extra cost to the City, a plan of action and a recovery schedule for completing the Work by the contractual completion date. The plan of action and recovery schedule shall explain and display how the Contractor intends to regain compliance with the original schedule. The plan of action and recovery schedule, when required, shall be submitted and approved by the Rehabilitation Specialist prior to Contractor's submission of the next monthly construction estimate. The City may withhold progress payments until such schedule is submitted and approved.

SECTION 12. CONSTRUCTION SUPERVISION

The Contractor shall be solely responsible to supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor is solely responsible to the City that the finished Work complies with the Contract Documents. The Contractor shall be solely responsible for health and safety precautions and programs for workers and others in connection with the Work. No inspection by, knowledge on the part of, or acquiescence by the City, or any other entity whatever shall relieve the Contractor from its sole responsibility for compliance with the requirements of the Contract or responsibility for health and safety programs and precautions.

SECTION 13. STANDARDS FOR MATERIAL INSTALLATION AND WORKMANSHIP

13.1 Material and Equipment: Unless otherwise specifically provided in this Contract, all equipment, material, and accessories incorporated in the Work are to be new and in first class condition. The Contractor shall furnish to the Rehabilitation Specialist for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature, and rating of the machinery and mechanical and other equipment which the Contractor contemplates incorporating in the Work. Machinery, equipment, material, and articles installed or used without required approval may be subject to subsequent rejection by the City.

13.2 Hazardous Substances: Unless specifically approved by the City or required by the specifications, the Contractor shall not incorporate any material into the Work containing asbestos or any material known by the Contractor to contain a substance known to be hazardous to human health. If the Contractor becomes aware that a material required by the specifications contains asbestos or other hazardous substances, it shall notify the City and the Rehabilitation Specialist immediately and shall take no further steps to acquire or install any such material without first obtaining City approval. (See also sections 2.2 and 8.3 of these General Conditions.)

13.3 Workmanship: The workmanship shall be of the highest quality found in the building industry in every respect. All items of Work shall be done by workmen skilled in the particular task to which they are assigned. In the acceptance or rejection of work, no allowance will be made for lack of skill on the part of workmen. Poor or inferior workmanship (as determined by the Rehabilitation Specialist, the City, or other inspecting authorities) shall be removed and

replaced to conform to the highest quality standards of the trades concerned, or otherwise corrected to the satisfaction of the Rehabilitation Specialist, the City, or other inspecting authority all at the Contractor's sole expense.

13.4 Instructions for Installation: Under the various sections of the specifications, where specified items are supplied with the manufacturer's printed instructions, recommendations, or directions for installation, or where such instructions, recommendations, or directions are available, installation of the specified items shall be in strict accordance with the manufacturer's printed instructions unless those instructions contradict the drawings or specifications, in which case the Rehabilitation Specialist will be notified by Contractor for an interpretation and decision.

13.5 Installation Procedures Without Instructions: Where neither the manufacturer's printed instructions are available for installation of specific items, nor are specific code or standards given by reference to govern the installation of specific items; and where there is doubt concerning the installation procedures to be followed or the quality of workmanship to be maintained in the installation of specific items, the Contractor shall consult the Rehabilitation Specialist for approval of the installation procedures Contractor proposes to follow or the specific standards governing the quality of workmanship Contractor proposes to maintain during the installation of the items in question.

13.6 Codes and Standards: Under the various sections of the specifications, where reference is made to specific codes or standards governing the installation of specified items, installation shall in all cases be in strict accordance with the referenced codes and standards. Where no reference is made to specific codes or standards, installation shall conform to the generally recognized applicable standards for first-class installation of the specific item to be installed. Contractors are expected to be proficient and skilled in their respective trades and knowledgeable of the National Fire Protection Association (NFPA), the current edition of the Virginia Uniform Statewide Building Code (USBC) and its referenced technical codes and standards, Occupational Safety and Health Act (OSHA) and other codes and standards applicable to installations and associated work by its trade and/or that are applicable to the Work.

SECTION 14. SUBMITTALS

14.1 General: The Contractor shall submit for the approval of the Rehabilitation Specialist all submittals required by the specifications or requested by the Rehabilitation Specialist. All such submissions shall be made with such promptness as to cause no delay in this or any other part of the project, and to allow reasonable time for checking, correcting, resubmitting, and recorrecting. No part of the Work dealt with by a submittal shall be fabricated by the Contractor, save at Contractor's own risk, until such approval has been given. The Contractor shall maintain one (1) set of approved submittals at the jobsite at all times.

14.2 Format: Submittals shall be made in such number of copies that two (2) approved copies may be retained by the Rehabilitation Specialist. Each submission shall be accompanied by a letter of transmittal listing the contents of the submission and identifying each item by reference to specification section or drawings. All submittals shall be clearly labeled with the name of the project and other necessary information. Catalog plates and other similar material that cannot be so labeled conveniently, shall be bound in suitable covers bearing the identifying data.

14.3 Supporting Material: Submittals shall be accompanied by all required certifications and other such supporting material and documents, and shall be submitted in such sequence or in

such groups that all related items may be checked together. When submittals cannot be checked because the submission is not complete, or because submittals on related items have not been received, then such submittals will be returned without action or will be held, not checked, until the material which was lacking is received.

14.4 Coordination: Submittals shall have been reviewed by the Contractor and coordinated with all other related or affected work before they are submitted for approval, and shall bear the Contractor's certification that it has checked and approved them as complying with the information given in the Contract Documents. Submittals made without such certification and coordination will be returned to the Contractor without action, and will not be considered a formal submission. The Contractor shall be responsible for checking all dimensions and coordinating all material and trades to ensure that the material proposed will fit in the space available and be compatible with other material provided.

14.5 Variations: If the submittals show variations from the Contract Documents because of standard shop practice or other reasons, the Contractor shall make specific mention of such variation in Contractor's letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the Work in accordance with the Contract Documents even though such submittals have been approved.

14.6 "Or Equal": The drawings and/or specifications may indicate that the Rehabilitation Specialist designed or detailed a portion of the plans around a particular product (most commonly a piece of equipment). Should a different product be proposed by the Contractor and accepted, all modifications, rerouting, relocations, and variations required for proper installation and coordination to comply with the design concept and requirements of the Contract Documents shall be the sole responsibility of the Contractor and shall be made at no extra cost to the City. This naming of a particular product, around which the plans were designed or detailed, is not intended to preclude the use of other products or favor the product named when a "brand name or equal" specification has been used. (See also section 10 of Instructions to Bidders.) Rather it is only intended to acknowledge the reality that in many instances the Rehabilitation Specialist must design around the dimensions and characteristics of a particular product.

14.7 Review by Rehabilitation Specialist: The Rehabilitation Specialist will review and respond to the submittals within fourteen (14) calendar days. Checking and/or approval of submittals will be for general conformance with the design concept of the project and compliance with the information given in the Contract Documents, and will not include verification of quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from Contract requirements, authorizing any increase in price or time for completion or relieving the Contractor of the responsibility for any error in details, dimensions, or otherwise that may exist.

14.8 Conformity. The Work shall be in accordance with approved submittals.

SECTION 15. INSPECTION AND INDEPENDENT TESTING

15.1 Inspection and Testing: All material and workmanship shall be subject to inspection, examination, and testing by the Rehabilitation Specialist at any and all times during manufacture and/or construction. The Rehabilitation Specialist shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without

charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the City may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, and/or may terminate the right of the Contractor to proceed as provided in sections 26 or 27 of these General Conditions, the Contractor and surety being liable for any damage to the same extent as provided for in those sections.

15.2 Payment for Inspection, Testing, and Certification:

a. Jobsite inspections, tests conducted on site, or tests of material gathered on site which the Contract requires to be performed by independent testing entities shall be contracted and paid for by the City. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor, and material necessary for making such tests. Except as provided in section 15.3 below, whenever such examination and testing finds defective material, equipment, or workmanship, the Contractor shall reimburse the City for the cost of reexamination and retesting.

b. Although conducted by independent testing entities, the City will not contract and pay for tests or certifications of material, manufactured products or assemblies which the Contract, codes, standards, etc. require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If there are any fees to be paid for such tests and certifications, they shall be paid by the Contractor.

c. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires it to perform or pay, together with any inspections and tests which it chooses to perform for its own quality control purposes.

15.3 Examination of Completed Work: Should it be considered necessary or advisable by City or the Rehabilitation Specialist at any time before final acceptance of the entire Work to make an examination of any part of the Work already completed, by removing or tearing out portions of the Work, the Contractor shall on request promptly furnish all necessary facilities, labor, and material to expose the Work to be tested to the extent required. If such Work is found to be defective in any respect, due to the fault of the Contractor or its Subcontractors, Contractor shall pay for all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the Work, the cost of examination and testing and Contractor's cost of material and labor necessary for replacement shall be paid to the Contractor and it shall, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time.

15.4 Suspension of Work: The City may suspend the Work when in its judgment the drawings and specifications are not being followed. Any such suspension shall be issued in writing and continued only until the matter in question is resolved to the satisfaction of the City. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined that no fault existed in the Contractor's Work.

15.5 Project Inspector: Failure of the Project Inspector to note or require correction of improper or defective work does not relieve the Contractor from its responsibility to correct such improper or defective work. The Project Inspector has no authority to and shall not:

- a. Enter into the area of responsibility of the Contractor's superintendent;
- b. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connection with the Work;
- c. Authorize or suggest that the City occupy the project, in whole or in part; or
- d. Issue a certificate for payment.

SECTION 16. USE OF PREMISES AND REMOVAL OF DEBRIS

16.1 Jobsite Coordination: The Contractor shall perform the Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the work of any other contractor.

16.2 Storage of Material: The Contractor shall store apparatus, material, 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 any other contractor.

16.3 Jobsite Appearance: The Contractor expressly undertakes, either directly or through its Subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by his operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on the building site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

16.4 Final Cleaning: The Contractor expressly undertakes, either directly or through its Subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, and debris of every nature resulting from its operations and to put the site in a neat, orderly condition, to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all buildings included in the Contract; and to thoroughly clean all glass installed under the Contract including the removal of all paint and mortar splatter and other defacements. If a Contractor fails to clean up at the completion of the Work, the City may do so and charge for costs thereof to the Contractor in accordance with these General Conditions.

16.5 Erosion Control: During and at completion of the Work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carried by water from the site, and the blowing of dust or debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the Contract Documents and the requirements of the City's Department of Planning, Building and Development.

SECTION 17. PROTECTING PERSONS AND PROPERTY

17.1 Protection on Site: The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

17.2 Safety and Health Precautions: The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

17.3 Protecting the Public: The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices in accordance with the current edition of the "Virginia Work Area Protection Manual".

17.4 Protecting the Work and Adjacent Property: The Contractor shall continuously maintain adequate protection of all the Work from damage and shall protect the City's property from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. The Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority, local conditions, any of the Contract Documents or erected for the fulfillment of its obligations for the protection of persons and property.

17.5 Emergencies: In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from the Rehabilitation Specialist, shall act, at Contractor's discretion, to prevent such threatened loss or injury. Also, should Contractor, to prevent threatened loss or injury, be instructed or authorized to act by the Rehabilitation Specialist, Contractor shall so act immediately, without appeal.

SECTION 18. DAMAGES TO THE WORK AREA

18.1 Damage to the Work: The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any of the damages hereafter mentioned, and to any property in the vicinity of the Work, until its completion and acceptance by the Rehabilitation Specialist.

- a. Where the work involves alterations, renovations, or modifications to any existing building, the Contractor shall familiarize itself with the structural condition of such building before proceeding with any work. It shall be the Contractor's responsibility to take all necessary safeguards to protect and maintain all parts of the building in a safe condition at all times during the process of construction and to protect from damage those portions of the building that are to remain.
- b. Under no condition shall any load be placed on any part of a building, whether new or existing, in excess of the load the structure will safely support, and no structural member(s) shall be cut or altered without the written consent of the Rehabilitation Specialist
- c. The Contractor shall conduct all operations in such a manner as to avoid damage to existing work and surfaces within any existing building that are to remain. Any and all damaged work and surfaces shall be repaired, replaced, or restored to their original condition at the time when this work was started, and the expense of such work shall be borne by the Contractor.

18.2 Damage to Utilities: The respective Utility Company shall be given a minimum of forty-eight (48) hours' notice prior to any adjustment of utilities, and the Contractor shall comply with the provisions of the Virginia Underground Utilities Damage Prevention Act, Virginia Code §§

56265.14 et seq. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

18.3 Relocation of Utilities: Should any utilities require adjustment during the Work, it shall be the Contractor's responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations.

18.4 Damage to Other Work and Existing Structures: The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Damage to concrete curbs, gutters, sidewalks, or any existing facility that may occur during the construction shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of the Rehabilitation Specialist.

18.5 Weather Damage: Damage with respect to the Work caused by the weather shall be the responsibility of the Contractor.

18.6 Blasting: Any damage that may occur due to blasting shall be the sole responsibility of the Contractor.

SECTION 19. CHANGES IN THE WORK

19.1 Changes in Drawings and Specifications: The City reserves the right to make such changes in the drawings and specifications and in the character of the Work as may be necessary or desirable to ensure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the Work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract and Bonds. Such changes shall be issued by the Rehabilitation Specialist to Contractor.

19.2 Changes in Quantities: The City reserves the right to make changes in the quantities of the Work, as may be considered necessary or desirable, and such changes shall not be considered as waiving or invalidating any conditions or provisions of the Contract or Bonds. The Contractor shall perform the Work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits. Payment to the Contractor for the changes in the quantities of work shall be made only for the actual quantities of work performed and material furnished at the unit prices set forth in the Contract, except as provided below.

- a. When the quantity of work to be done or of material to be furnished under any item of the Contract is more than 125 percent of the quantity stated in the Contract, then either party to the Contract, upon demand, shall be entitled to negotiate for revised consideration on the portion of work above 125 percent of the quantity stated in the Contract.
- b. When the quantity of work to be done or of material to be furnished under any item of the Contract is less than 75 percent of the quantity stated in the Contract, then either party to the Contract, upon demand, shall be entitled to negotiate for revised consideration on the Work performed.
- c. Any consideration after that as set forth above shall be paid for as is hereinafter provided under section 19.7. The foregoing notwithstanding, the quantity of work to be done or of material to be furnished under any item of the Contract, or the total original Contract

shall not be increased more than 25 percent or reduced by more than 25 percent without the written consent of the Contractor and City.

19.3 Changes in the Work: No change with respect to the Work, except in an emergency situation threatening life or property, shall be made by the Contractor without the prior written approval of the City. The Contractor shall deliver any request for a change in the Work, Contract price, and/or completion time in writing to the Rehabilitation Specialist within ten (10) calendar days of the occurrence requiring the change. The Contractor shall be required to certify the cause of the change order and, if appropriate, length of time involved. Payment for such changes approved by the Rehabilitation Specialist shall be as set forth in section 19.7. This written request is a condition precedent to the consideration of any such request by the City.

19.4 Delays:

a. The Contractor agrees that it will commence, and diligently pursue, the performance of the Work and achieve the Contract Time(s) in accordance with the parties Agreement.

b. In the event a delay is caused by the City, the Rehabilitation Specialist, any other separate contractor employed by the City, or any party for whom the Contractor deems the City responsible, or the agents and employees of any of them, the Contractor shall inform the City and the Rehabilitation Specialist immediately at the time of the occurrence by the fastest means available and shall give written notice within a reasonable time, not to exceed ten (10) calendar days. The Contractor's notice to the Rehabilitation Specialist shall specify the nature of the delay claimed by the Contractor, the cause of the delay, and the impact of the delay on the Contractor's work schedule to the fullest extent possible. The City will within a reasonable time, not to exceed ten (10) calendar days, respond to the Contractor's notice with a resolution, remedy, or direction to alleviate the delay or with a notice rejecting the claim for delay alleged to be caused by the City or parties for whom the City is responsible. If the delay is not then resolved, the Contractor may then submit a request for change order in accordance with sections 19.3 and 19.5. In the event of other delays, the Contractor shall give the City and Rehabilitation Specialist written notice within ten (10) calendar days of the occurrence causing the delay

c. If the Contractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom The Contractor is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle the Contractor to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

d. In addition to the Contractor's right to a time extension for those events set forth in Section 19.4 above, the Contractor shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events.

e. Immediately, and in no event later than ten (10) days after it first believes an event may give rise to or result in a Change due to any delay under this Agreement the Contractor shall so notify the City, in writing, with a copy to the Rehabilitation Specialist. The notification must identify the difficulties, the reasons for them and the estimated period of delay anticipated, and any compensation requested by the Contractor. Such notice shall be a condition precedent to the

Contractor's right to pursue any claim for an adjustment to payment or schedule based upon such delay. No extension of time or compensation shall be allowed for a delay if the Contractor failed to give notice in the manner and within the time prescribed in this subsection 19.4 and shall constitute a waiver by Contractor of any such claims for compensation or extension based upon that cause.

f. Requests for compensation for delays must be substantiated by itemized data and records clearly showing that the work delayed was progressing according to the approved schedule and that the costs are directly attributable to the delay in the Work claimed. The Contractor shall provide written schedules demonstrating how the Work being delayed affects the approved schedule.

g. No extension of time, additional compensation, or change in the Contract price shall be allowed for any delays caused in whole or in part by the Contractor, any subcontractors, or any supplier.

19.5 Change Orders: All change orders shall clearly define changes to the Work, the Contract amount or price, and the Contract time. Incomplete or partial change order requests may not be considered by the Rehabilitation Specialist. All change orders must indicate that the Contract Time for Completion is not changed or is either increased or decreased by a specific number of days. Any change or requested change in the Contract price shall also be included in the change order request. The Contractor must provide written justification for an extension of the Time for Completion to the Rehabilitation Specialist. The written justification must demonstrate an anticipated actual increase in the time required to complete the Work beyond that allowed by the Contract as adjusted by prior change orders or amendments to the Contract, not just an increase or decrease in the time needed to complete some portion of the total Work. Rehabilitation Specialist approved increases or decreases in time required to complete the Work shall be added or deducted, respectively, to the Time for Completion. The change to time or Contract price allowed by each change order shall include all time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project. Failure to include a change to time and/or Contract price in a change order shall waive any claims the Contractor may have for any change to the time and/or Contract price unless the parties mutually agree in writing to postpone a determination of the change to time and price resulting from the change order. However, the Contractor shall continue with the Work as may be directed by the Rehabilitation Specialist and shall not stop work on the Project unless directed to do so by the Rehabilitation Specialist.

19.6 Extra Work: The City reserves the right to make alterations or changes in the Work as the Work progresses. When any work is necessary to the proper completion of the project which was not provided for in the Contract, the Contractor shall do such work, but only when and as ordered in writing by the Rehabilitation Specialist. Payment for such extra work shall be made as hereinafter provided in section 19.7.

19.7 Payment Methods for Extra Work: The extra work done by the Contractor as authorized and approved by the Rehabilitation Specialist shall be paid for in the manner hereinafter described; and the compensation thus provided shall be accepted by the Contractor as payment in full for all labor, material, tools, equipment, incidentals, all superintendents' and timekeepers' services, all insurance, bonds, and all other reasonable overhead expenses incurred in the performance of the extra work. Payment for extra work may be made by one of the following methods, as agreed on in writing by the Rehabilitation Specialist and the Contractor before said extra work is commenced, subject to all other conditions of the Contract:

- a. Unit prices; or
- b. Lump sum price; or
- c. The cost of change in work plus ten percent (10%) of allowable costs. Allowable costs for purposes of this paragraph shall only include labor, material, sales tax, the rental of power tools and equipment actually used, or a reasonable price for the use of power tools and equipment owned by the Contractor based upon their life expectancy and purchase price, utilities, pro rata charges for foremen, and all payroll charges such as employer's FICA contribution, Public Liability and Workers' Compensation Insurance, but only if all such costs are incurred as the direct result of the changes in the Work. The change in cost for labor and material bonds and for performance bonds relative to the value of the extra work shall be allowable cost but shall not be marked up.

19.8 Disputed Claims for Extra Work: If one of the payment methods set forth in section 19.7 is not agreed on by the Rehabilitation Specialist, the City may retain either an independent contractor to perform such extra work or use its own forces to perform such extra work and the Contractor shall cooperate fully with the independent contractor or City in its performance of the extra work. However, the Rehabilitation Specialist may also direct Contractor to perform such extra work and any dispute will be handled as set forth in section 31 of these General Conditions.

19.9 Change in Contract Time or Contract Price: The Contractor may request an extension of time or change in the Contract price should the Work be obstructed or delayed by any justified unavoidable delays not caused in whole or in part by the Contractor, any subcontractor, or suppliers. However, delays caused by weather conditions will not be considered justified unavoidable delays unless they are caused by unusual weather as set forth in section 4.2 of the Instructions to Bidders, in which case only an extension of time may be considered by City, but no additional compensation will be allowed for unusual weather. Furthermore, Contractor agrees that for any delays not caused by the City or any delays beyond the control of the City, no additional compensation will be due the Contractor and no change in the Contract price will be allowed by the City, only an extension of the Contract time will be considered by the City. The Contractor shall deliver requests for changes in the Contract price and/or completion time in writing to the Rehabilitation Specialist within ten (10) calendar days of the occurrence requiring the change. Approved changes that alter the time of the Contract shall extend the completion time by a period equivalent to the certified time lost by such occurrence. No change in Contract price and/or completion time shall be allowed if the above notice has not been properly given, such notice being a condition precedent to any such request by the Contractor. However, the Contractor shall continue with the Work as may be directed by the Rehabilitation Specialist and shall not stop work on the Project unless directed to do so by the Rehabilitation Specialist.

SECTION 20. PAYMENT FOR WORK

20.1 Monthly Construction Estimates: Monthly construction estimates shall be submitted to the Rehabilitation Specialist, 1050 Pretlow Street, Franklin, Virginia 23851, no more than once every thirty (30) calendar days or within a reasonable time as requested.

20.2 Preparing Progress Payment Requests: In preparing construction estimates, the Contractor may request a progress payment based on the actual percentage of work completed during the preceding month. The estimate shall contain a breakdown of the total Contract amount, to include a separate breakdown of all approved change orders, into principal items of construction, showing the estimated quantity, unit price, and total for each item. In preparing

progress payment requests, the material delivered on the site and preparatory work done may be taken into consideration, if properly documented, or as may be required by the Rehabilitation Specialist so that quantities can be verified. In addition to material delivered on the site, material such as large pieces of equipment and items purchased specifically for the project, but stored off the site, may be considered for payment, provided prior written approval is given by the Rehabilitation Specialist.

20.3 Progress Payments: The City will make a progress payment to the Contractor on the basis of a duly certified and approved progress payment request for the work performed under the Contract. In the event that the City disagrees with the monthly construction progress payment request submitted by the Contractor, or in the event the As-Built Drawings are not being kept current, the City may withhold all or a portion of the progress payment until such dispute is resolved to the satisfaction of the City. If there are any objections or problems with the progress payment request, the City will notify the Contractor of such matters. If the progress payment request is approved by the City, payment will be made by the City to the Contractor not more than thirty (30) calendar days after such request has been approved. However, if there is an objection or problem with a progress payment request, the Contractor shall continue with the Work as may be directed by the Rehabilitation Specialist and shall not stop work on the Project unless directed to do so by the Rehabilitation Specialist. Any such disputes shall be handled as set forth in section 31 of these General Conditions.

20.4 Retainage: To ensure proper performance of the Contract, the City shall retain, unless stipulated otherwise, five percent (5%) of each progress payment until Final Acceptance of all work covered by the Contract. The Contractor may request that such retainage be paid into an escrow account on certain Contracts, pursuant to Virginia Code § 2.2-4334. (See also sections 6.2 and 14.6 of Instructions to Bidders.)

20.5 Ownership of Material and Work: All material and work covered by progress payments shall become the property of the City. This provision shall not relieve the Contractor from the responsibility for all material and to maintain all completed work and to repair all damaged work. The Contractor shall not deem a progress payment as a waiver to complete the terms of the Contract or shift the risk of loss from the Contractor to the City. The Contractor warrants that Contractor has good title to all material, equipment, and supplies which Contractor uses in the Work or for which Contractor accepts payment in whole or in part.

20.6 Payments to Others by Contractor: The Contractor agrees that Contractor will comply with the requirements of Virginia Code § 2.2-4354 regarding Contractor's payment to other entities and that Contractor will take one of the two actions permitted therein within seven (7) calendar days after receipt of amounts paid to Contractor by the City. The Contractor agrees that Contractor shall indemnify and hold the City harmless for any claims resulting from failure of the Contractor to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Contract.

20.7 Final Payment: After the Final Acceptance of the Work by the City, and after Final Payment is requested in writing by the Contractor, and the Rehabilitation Specialist has received and approved the items listed below, the City shall pay the Contractor the Final Payment, less all prior payments, damages, setoffs, liquidated damages, any amounts withheld from retainage, or any other amounts Contractor may owe the City for any reason whatever. Such final payment is subject to the Rehabilitation Specialist receiving and accepting all documents to finalize the Work or Project, such as, but not limited to:

- a. As-Built drawings, operation and maintenance manuals, written warranties (if applicable).
- b. Affidavit of Payment of Claims.
- c. Certificate of Final Acceptance.
- d. Small Business, Minority-Owned Business, Women-Owned Business, Service Disabled Veteran-Owned Business Usage Status Form
- e. Such other documents or items as the Rehabilitation Specialist may request in writing from the Contractor.

20.8 Payment and Acceptance: No payment, final or otherwise, nor partial or entire use, occupancy, or acceptances of the Work by the City shall be an acceptance of any work or material not in accordance with the Contract, nor shall the same relieve the Contractor of any responsibility for any faulty material or workmanship or operate to release the Contractor or its surety from any obligation under the Contract or the Performance Bond or the Labor and Material Payment Bond.

20.9 Right to Audit and Maintenance of Records: The Contractor agrees that the City, and any approving Federal or State Agency or any of their duly authorized representatives, shall have access to any books, documents, papers, records, schedules and electronic data of the Contractor which are pertinent to this Project for the purpose of making an audit, examinations, excerpts, copies, or transcriptions and that Contractor will provide copies of such items to City upon City's request, at no cost to City. Contractor shall maintain all books, records, electronic data, and other documents relating in any way to this Contract or Project for a period of five (5) years after Final Acceptance.

SECTION 21. LIQUIDATED DAMAGES

- a. Subject to the provisions of the General Conditions for extension of time allowed for completion of the Work, if the Work is not substantially completed by the date required in the Contract, the Contractor shall owe to the City, not as a penalty but as liquidated damages, the sum stated in the Contract for liquidated damages for each and every calendar day of delay in substantial completion.
- b. Once the Work is substantially complete, the accrual of liquidated damages shall stop and the Contractor shall have thirty (30) calendar days in which to achieve Final Acceptance of the Work.
- c. Provided, however, if Final Acceptance of the Work is not achieved by the thirtieth (30th) calendar day after substantial completion, and if any extension of time is not granted by the City, the Contractor shall owe to the City, not as a penalty, but as additional liquidated damages, the sum stated in the Contract as liquidated damages for each and every calendar day of delay in Final Acceptance. All such liquidated damages set forth in this section 21 are in addition to any other damages the City may be entitled to recover from the Contractor.

SECTION 22. INSPECTION FOR SUBSTANTIAL COMPLETION AND FINAL ACCEPTANCE

22.1 Substantial Completion: The Contractor shall notify the City, in writing, that the Work will be ready for inspection to determine if it is substantially complete and ready for testing on or after a certain date, which date shall be stated in the notice. The notice shall be given at least ten (10) calendar days in advance of said date and shall be forwarded through the Rehabilitation Specialist. Inspection and testing shall take place at a time mutually agreeable to the Contractor, City, and Rehabilitation Specialist. The inspection shall determine if substantial completion has been accomplished. If so, the Rehabilitation Specialist will issue a Certificate of Substantial Completion and attach a written list of unfinished Work and defective Work, commonly referred to as a "punch list", which must be finished and corrected to obtain Final Acceptance.

22.2 Request for Final Acceptance: The Contractor shall notify the Rehabilitation Specialist, in writing, that the Work will be ready for final inspection and testing on or after a certain date, which date shall be stated in the notice. That inspection and any necessary testing shall be conducted in the same manner as the inspection for substantial completion. When the Work is finally and totally complete, including the elimination of all known deficiencies, the Work shall be finally accepted by the City and final payment shall be made in accordance with section 20.7 of these General Conditions.

22.3 Final Inspection: The Rehabilitation Specialist will conduct the final inspection, and may elect to have other persons of his/her choosing also participate in the inspection. If one or more reinspection is required, the Contractor shall reimburse the City for all costs of reinspection or, at the City's option, the costs may be deducted from payments due to the Contractor.

22.4 As-Built Drawings: No Contract retainage will be released prior to receipt of all approved As-Built Drawings.

22.5 Final Acceptance: Upon successful completion of the final inspection and all Work required by the Contract, including, but not limited to, the delivery of the following documents and items; As-Built drawings; operation and maintenance manuals; written warranties; Certificate of Substantial Completion; Affidavit of Payment of Claims; and SB/MB/WB/SDVB Usage Status Form; the Contracted Engineer will furnish a written Certificate of Final Acceptance of the Work to the Contractor. The Contracted Engineer may accept the Work for occupancy or use while asserting claims against the Contractor, disputing the amount of compensation due to the Contractor, disputing the quality of the Work, its completion, or its compliance with the Contract Documents, and the like.

22.6 Release By Contractor: The acceptance by the Contractor of the final payment or a payment designated as such shall be and does operate as a release by the Contractor of all claims by the Contractor against City and of all other liability of the City to the Contractor whatever, including liability for all things done or furnished in connection with the Work or the Contract.

SECTION 23. WARRANTY OF MATERIAL AND WORKMANSHIP

23.1 The Contractor warrants that, unless otherwise specified, all material and equipment incorporated in the Work under the Contract shall be new, in first class condition, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with the Contract Documents and shall be performed by persons qualified at their respective trades.

23.2 Work not conforming to these warranties shall be considered defective.

23.3 These warranties of material and workmanship are separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this Contract, or that may arise by law.

SECTION 24. GUARANTEE OF WORK

24.1 One Year Warranty: The Contractor further guarantees and warrants the Work against defects or deficiencies in the Work and as to all material, equipment, and workmanship for a period of one (1) year from the date of Final Acceptance. However, any manufacturer's guarantees or warranties or any other guarantees or warranties required by the Contract Documents shall be for the period of time provided for therein.

24.2 The Contractor shall obtain and furnish to the City any available guarantees and warranties from manufacturers, installers, subcontractors, or others and any guarantees and warranties called for in the Contract and have such guarantees and warranties issued to the City, or transfer such guarantees and warranties to the City, in a timely manner. All guarantees and warranties shall be subject to the reasonable approval of the City. However, any such approval or disapproval does not relieve the Contractor of any of Contractor's guarantees and warranties. Contractor shall use its best efforts to ensure that all such guarantees and warranties do not contain any indemnity requirements from the City, any limitation of liability, any reduction of the applicable statute of limitations, any venue or forum selection other than the City of Franklin, Virginia, or any requirement for mediation or arbitration. Any such language in a guaranty or warranty shall be deemed to be void and the Contractor along with the entity providing the guaranty or warranty shall be responsible for such guaranty or warranty with any such items being deemed deleted. All such guaranties or warranties shall be provided to the City before or within ten (10) days after Contractor's completion of the Work and the City may withhold payments to the Contractor until receipt of all such guaranties and warranties.

24.3 All guarantees and warranties from the Contractor or others, whether set forth above, in other parts of the Contract or other documents, or that may arise by law, shall be cumulative so as to maximize City's guarantee and warranty protection. The City, by accepting any of the guaranties or warranties provided for in the Contract does not waive, and specifically reserves any legal rights and remedies that the City may have for breach of the Contract and/or breach of any such guarantees or warranties.

24.4 Defective Work: The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the Rehabilitation Specialist, any work, material, equipment, or part that is found, by the Rehabilitation Specialist, to be defective.

24.5 Repairs: If, within any guarantee period, defects are noticed by the Contracted Engineer which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the determination of the Rehabilitation Specialist rendered necessary as the result of the use of material, equipment, or workmanship which is defective, inferior, or not in accordance with the terms of the Contract, then the Contractor shall, promptly upon receipt of notice from the Rehabilitation Specialist, such notice being given not more than four weeks after the expiration of any such guarantee period, and without any expense to the City:

- a. Place in satisfactory condition all guaranteed work and correct all defects therein; and
- b. Make good all damage to the structure, site, equipment, or contents thereof, which in the determination of the Rehabilitation Specialist is the result of the use of material, equipment,

or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and

- c. Make good any work or material or the equipment and contents of structures or the site disturbed in fulfilling any such guarantee.

24.6 Warranty Extension: In any case, where in fulfilling the requirements of the Contract or any guarantee embraced in or required thereby, the Contractor disturbs, damages or repairs any work guaranteed under the Contract, Contractor shall restore such work to a condition satisfactory to the Rehabilitation Specialist and guarantee such restored work to the same extent and for a like additional period of time as it was originally guaranteed under this Contract.

24.7 Correction of Defects: If the Contractor, after notice, fails to proceed promptly, but in no event longer than thirty (30) calendar days after such notice, unless otherwise agreed to by the Rehabilitation Specialist, to comply with the terms of the guarantee and/or correct the Work, the City may have the defects corrected by its own forces or another contractor and the Contractor and its surety shall be liable to the City for all costs and expenses incurred in doing so.

24.8 Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents or the law of Virginia, including liability for defective work.

SECTION 25. STOP WORK ORDER

In the event that conditions exist such that no work can or should continue, other than the routine closing of the site, the Contractor may submit to the Rehabilitation Specialist a request to stop work or the Rehabilitation Specialist on his/her own may issue a Stop Work Order. The Rehabilitation Specialist will, if he/she approves the request or issues the order himself/herself, deliver a written "Stop Work Order" to the Contractor stipulating the effective date and the Contract time remaining. The Work, other than the routine closing of the site, and Contract time shall not again be started until a written "Resume Work Order" is received by the Contractor from the Rehabilitation Specialist. When the Work is stopped at the request of the Contractor and through no fault of the Contractor, the Contractor may only recover from the City payment for the cost of the Work actually performed, together with reasonable overhead and profit thereon up to that time, but profit shall be recovered only to the extent that the Contractor can demonstrate that it would have had profit on the entire Contract if it had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed, including, but not limited to, home office overhead or any other such costs. The Contractor may also recover the actual cost of physically closing down the jobsite, but no other costs of the Stop Work Order. The City may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall the Stop Work Order to the Contractor relieve in any way the obligations of the Contractor's surety on its payment and performance bonds. When work is stopped by the Rehabilitation Specialist due to any fault of the Contractor, the Contractor may not recover any of the above costs or items or any other costs, profits, expenses, or damages of any type.

SECTION 26. TERMINATION OF CONTRACT FOR CAUSE

26.1 Termination for Cause: If the Contractor should file a petition for relief as a debtor under any applicable bankruptcy law or should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its

insolvency, the City may terminate the Contract. If the Contractor should refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper material, or if it should fail to make prompt payment to subcontractors or suppliers of material or labor, or disregard laws, ordinances, or the written instructions of the Rehabilitation Specialist, or otherwise fails to comply with any of the terms or provisions of this Contract including, but not limited to, poor services, work or material, then the City may terminate this Contract. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.

26.2 Possession of Work: Upon termination of the Contract, the City may take possession of the premises and of all material, tools, and appliances thereon and finish the Work by whatever method the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment of any type. If the expense of finishing the Work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the Contract price, the Contractor shall pay the difference to the City, together with any other cost or expenses of terminating the Contract and having it completed by others, together with any and all other damages the City may be entitled to from the Contractor.

26.3 Alternative Termination: If it should be judicially determined that the City improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the City.

26.4 Termination Rights: Termination of this Contract under section 26 or section 27 is without prejudice and in addition to any other rights or remedies of the City against the Contractor.

SECTION 27. TERMINATION FOR CONVENIENCE OF CITY

27.1 Termination for Convenience: The City, at its discretion, may terminate this Contract at any time without cause, in whole or in part, upon giving the Contractor written notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the jobsite all of its labor forces, equipment, and material as the City elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as City may require to assign to the City the Contractor's interest in all subcontracts and purchase orders designated by the City. After all such steps have been taken to the City's satisfaction, the Contractor shall receive as full compensation for termination and assignment only the following:

- a. All amounts then otherwise due under the terms of this Contract for actual work performed and approved by the City; and
- b. 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, including any on site or home office overhead. Upon payment of the foregoing, the City shall have no further liabilities or obligations to Contractor of any nature.

27.2 Termination Effect on Surety: In no event shall termination for the convenience of the City terminate the obligation of the Contractor's surety on its payment and performance bonds.

SECTION 28. PRECONSTRUCTION CONFERENCE

The Rehabilitation Specialist shall notify the Contractor as to the location, date, and time of a preconstruction conference to confirm procedures for processing construction estimates for payment and related submissions and to discuss other matters pertaining to scheduling and execution of the Work.

SECTION 29. PROJECT SIGN(S)

The Contractor shall supply, erect, and maintain Project Sign(s) in accordance with the City of Franklin Standard Detail. The sign(s) shall be located as directed by the Rehabilitation Specialist. The Contractor shall not display any other signs or advertisements.

SECTION 30. ASSIGNMENTS

The Contractor shall not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

SECTION 31. CONTRACTUAL DISPUTES

Contractual claims, whether for money or for other relief, including any disputes as to change orders or extra work, shall be submitted, in writing, no later than sixty (60) calendar days after final payment or payment designated by the City as a final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or his/her designee (hereafter City Manager) within thirty (30) calendar days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within one hundred twenty (120) calendar days from submittal of its claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Virginia Code § 2.2-4364. Failure of the City to render a decision within said one hundred twenty (120) calendar days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said one hundred twenty (120) calendar days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Virginia Code § 2.2-4365 has been established for contractual claims under this Contract.

SECTION 32. VIRGINIA FREEDOM OF INFORMATION ACT

Bidders are advised that this RFP and any information or documents provided pursuant to this RFP are subject to the Virginia Freedom of Information Act and the Federal Freedom of Information Act and the Bidder must comply with the provisions of those Acts to protect any documents the Bidder may want protected from disclosure pursuant to the provisions of those Acts.

1. All housing rehabilitation construction contracts MUST contain reference to the following federal laws:

a. Title VI of the *Civil Rights Act of 1964*, as amended:

"All parties to this contract hereby agree to comply with the provisions of Title VI of the *Civil Rights Act of 1964* (Public Law 88-352) which provides: that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

b. Executive Order 11246, as amended:

"All parties to this contract which exceed \$10,000.00 hereby agree to comply with the provisions of Executive Order 11246 which provides: that contractors and subcontractors take affirmative action to ensure fair treatment in employment, upgrading, demotion, layoff, or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship."

c. Section 109 of the *Housing and Community Development Act of 1974*, as amended:

"All parties to this contract hereby agree to comply with the provision of Section 109 of the *Housing and Community Development Act of 1974* which provides: that no person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the *Age Discrimination Act of 1975* or with respect to an otherwise qualified handicapped individual as provided in section 504 of the *Rehabilitation Act of 1973* shall also apply to any such program or activity.

d. Section 3 of the *Housing and Urban Development Act of 1968*:

"All parties to this contract hereby agree to comply with the provisions of Section 3 of the *Housing and Urban Development Act of 1968* which provides:

- i) That to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the project area."
 - ii) All parties to this contract hereby agree to comply with the following:
"Pursuant to the Provisions of 24 CFR Part 85 and Section 3 of the *Housing and Urban Development Act of 1968*, in procuring supplies, equipment, construction and services, and CONTRACTOR and all SUBCONTRACTORS will contact the firms located in the local project area (county) and, minority- and female-owned firms identified by the PUBLIC BODY on its solicitation list and provide such firms reasonable opportunities to compete for procurement contracts."
- e. The *Immigration Reform and Control Act of 1986*:
- "All parties to this contract hereby agree to comply with the following provisions of the *Immigration Reform and Control Act of 1986* which provides: that the CONTRACTOR agrees by signing this contract that he or she does not and will not during the performance of this contract violate the provisions of the *Federal Immigration Reform and Control Act of 1986*, which prohibits employment of illegal aliens."
- f. *Lead-Based Paint Poisoning Prevention Act* (Public Law 91-695, 84 Stat. 2068 as amended by Public Law 93-151 and Public Law 94-317 (42 U.S.C. 4801))
- i) "As pursuant to the *Lead-Based Paint Poisoning Prevention Act*, as amended, the CONTRACTOR and SUBCONTRACTORS shall not use lead based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated."
 - ii) The governing body shall be responsible for inspection certifications and preparing specifications to eliminate identified lead based paint under CFR Section 35.24.
2. All housing rehabilitation construction contractors must submit a *Register of Assigned Employees* and a *Monthly CDBG Register of Contractors, Subcontractors and Suppliers* for all procurement of more than \$10,000 as found on the following pages.

Register of Assigned Employees

Explanation of Form

What it is Used For: To document all procurements of more than \$10,000 (or more than \$1,000 if a housing rehabilitation project) made in a CDBG project. To track progress toward hiring goals. To assist in assuring compliance with Section 3 and Davis-Bacon and Related Acts.

When it is Used: To document the initial workforce and new hires, rehires and any changes in job classifications, rate of pay and authorized deductions throughout the construction process. It is updated on an ongoing basis.

Where it Goes: The Grantee files all reviewed and accepted Registers in their labor standards and equal opportunity project files.

- Instructions:**
- COMPLETE THE “Month Covered” AND “Date Completed” IN THE TOP RIGHT CORNER.
 - The Local LMI Hiring Goal is always 30% Insert the Minority and Female goals as found in the Transmittal of Wage Decision letter sent to the Chief Executive Official by the PAAO Program Manager.
 - ROUND CONTRACT AMOUNTS TO THE NEAREST DOLLAR.
 - NEW HIRES are registered as such one time and only on the original submittal or for the month in which it occurred; DO NOT DUPLICATE ‘NEW HIRES’ ON SUBSEQUENT SUBMITTALS.
 - RECALLED means a person who was off of the Company’s payroll and is now back on the payroll. The person is treated as NEW HIRES except that the date recalled is entered in e(2). Subsequent recalls of any employees, whether originally listed as a ‘new hire’ or a ‘recall’ are treated as ‘modifications,’ see below.
 - MODIFICATIONS affect ONLY the following items: (ONLY ITEM ‘a’ AND ITEM(S) BEING MODIFIED ARE COMPLETED FOR MODIFICATIONS.)
 - Changes to employee’s name, e.g. due to marriage (item a) (if change is to name, show both old and new name)

- Changes in trade and job classification (item c)
- Changes in rate of pay and benefits (item d)
- Changes in authorized payroll deductions (item f)
- A recall of an employee previously registered (item e(2)).

GRANTEE'S RESPONSIBILITIES: For every procurement with a prime contractor, the Grantee must complete item (1) of SECTION I and supply the prime contractor with enough copies for the duration of the contract. After submission of the Register by its Prime, the Grantee must review the Register for completeness, accuracy and consistency with the Register of Contractors, Subcontractors, and Suppliers and the *Payroll Report*.

PRIME CONTRACTOR'S RESPONSIBILITIES: The Prime Contractor must submit this prior to start of construction and update it as necessary throughout the construction process. The Prime Contractor must use the forms supplied by the Grantee in which item (1) of Section I is already completed; item (2) remains blank. In SECTION II, the Prime Contractor completes items 'a' thru 'h' on 'new hires' and first time 'recalls', and only item 'a' and the item(s) being modified for modifications.

For every procurement with a subcontractor, the Prime Contractor should complete item (2) of SECTION I (item (1) is already completed on the form) and supply the subcontractor with enough copies for the duration of the subcontract. The Prime Contractor must obtain this form from all of its subcontractors for submission to the Grantee.

SUBCONTRACTOR'S RESPONSIBILITIES: The Subcontractor must submit this prior to start of construction, update it as necessary throughout the construction process and submit it to the Prime Contractor.

The Subcontractor must use the forms supplied by the Prime Contractor in which Section I is already completed. In SECTION II, the Subcontractor completes items 'a' thru 'h' on 'new hires' and first time 'recalls'; and only item 'a' and the item(s) being modified for modifications.

Register of Assigned Employees

Month Covered: _____, 20__

Date Completed: _____

Submit initial list of workforce prior to start of construction; update throughout construction to show changes.

SECTION I: Identification of Level of Submittal, see instructions on back of form

(1) Grantee: _____ Grant #: _____ Project Name: _____
 HIRING GOALS: 30% SECTION 3 % MINORITY 6.9% FEMALE
 Prime Contractor _____ Contracted Amount \$ _____
 (2) Subcontractor _____ Contracted Amount \$ _____

SECTION II: List all workers paid by this contract. For NEW HIRES: complete items 'a' thru 'h.' For MODIFICATIONS: complete only item 'a' and item(s) being modified. Update the Register to add new hires, rehires and changes to job classifications, rate of pay or authorized payroll deductions.

a. NAME OF EMPLOYEE b. COUNTY OF RESIDENCE	c. TRADE & JOB CLASSIFICATION d. RATE OF PAY & BENEFITS	e. (1). DATE HIRED or e (2). DATE RECALLED f. AUTHORIZED PAYROLL DEDUCTIONS	g. MINORITY	h. GENDER
a. b.	c. d.	e (1) _____ or e(2) _____ f. _____	___yes ___no	___female ___male
a. b.	c. d.	e (1) _____ or e(2) _____ f. _____	___yes ___no	___female ___male
a. b.	c. d.	e (1) _____ or e(2) _____ f. _____	___yes ___no	___female ___male
a. b.	c. d.	e (1) _____ or e(2) _____ f. _____	___yes ___no	___female ___male
a. b.	c. d.	e (1) _____ or e(2) _____ f. _____	___yes ___no	___female ___male

*SECTION 3 RESIDENT- A resident of the area in which Section 3 covered assistance is expended, and who qualifies as a low- or very-low-income person.

*SECTION 3 BUSINESS- A business of the area in which 51% or more is owned by Section 3 Residents or 30% of employed staff are Section 3 Residents; or 25% of subcontracts committed to Section 3 Businesses.

Monthly CDBG Register of Contractors, Subcontractors and Suppliers

Explanation of Form

What it is Used For: To document all procurements of more than \$10,000 made in a CDBG project. To assist in assuring compliance with Section 3 and Davis-Bacon and the Related Acts.

When it is Used: Procurements are registered as they occur or on a monthly basis prior to submittal. This form is compiled by the Grantee, the General Contractor, and each subcontractor per the instructions below for each month and part of month during the course of a contract.

Where it Goes: The Grantee files all reviewed and accepted submittals in their procurement and equal opportunity project files.

- Instructions:*
- Complete the “Month Covered” and “Date Completed” in the top right corner.
 - ROUND CONTRACT AMOUNTS TO THE NEAREST DOLLAR.
 - RECORD THE PHYSICAL ADDRESS OF BUSINESS ONLY. P.O. Boxes and other mailing addresses are not acceptable.
 - A procurement is registered one time and only for the month in which it occurred; DO NOT DUPLICATE PROCUREMENTS ON SUBSEQUENT SUBMITTALS.

GRANTEE’S RESPONSIBILITIES: The Grantee should complete this form each month to register all applicable procurements with General Contractors, subcontractors and suppliers. For submittal to itself the Grantee completes line (1) of SECTION I; line (2) and (3) will be left blank. For every procurement with a General Contractor, the Grantee should complete lines (1) and (2) of SECTION I and supply the General Contractor with enough copies for the duration of the contract. After submission of the Register by its Prime, the Grantee must review the Register for completeness, accuracy and consistency with the *Register of Assigned Employees* and the *Payroll Report*. The Grantee should not pay the prime its final invoice until it has received all of the required Registers and has determined their accuracy.

GENERAL CONTRACTOR’S RESPONSIBILITIES: The General Contractor must prepare and submit this form every month and part of month to the Grantee along with

any submittals received from subcontractors. The General Contractor must use the forms supplied by the Grantee in which lines (1) and (2) of SECTION I are already completed and line (3) remains blank.

In SECTION II, the Prime will identify each procurement as either 'subcontractor' or 'supplier' and will give complete information in the remaining columns. For every procurement with a subcontractor, the General Contractor should complete item (3) of SECTION I (lines (1) and (2) being already completed by the Grantee) and supply the subcontractor with enough copies for the duration of the subcontract. The General Contractor must obtain this form monthly from all of its subcontractors for submission to the Grantee.

SUBCONTRACTOR'S RESPONSIBILITIES: The Subcontractor must complete this form every month and part of month during the course of the contract for submittal to the General Contractor. The Subcontractor should use the forms supplied by the General Contractor in which SECTION I is already completed. In SECTION II, the Subcontractor will identify each procurement as either 'subcontractor' or 'supplier' and will give complete information in the remaining columns. The subcontractor must submit its final Register to the General Contractor with its final invoice. The General Contractor must review its subcontractor's final register and verify that it is complete and accurate before payment of the final invoice to the subcontractor.

Monthly CDBG Register of Contractors, Subcontractors and Suppliers

Month Covered: _____, 20_____

Register all procurements of more than \$10,000 one time only, in month of occurrence

SECTION I: Identification of Level of Submittal, see instructions on back of form

(1) Grantee: _____ Grant #: _____ - _____ Project Name: _____ Section 3 County*: _____
 (2) General Contractor _____ IRS# (or owner's SSN) _____
 (3) Subcontractor _____ IRS# (or owner's SSN) _____

SECTION II: Details of Procurements

Choose one:	Name and Physical Address of Business, and IRS# (or owners' SSN)	Contract Description or Items Supplied	Amount of Contract or Purchase	Ownership of Business (check All that apply)
<input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	IRS# (or SSN):		\$	<input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Section 3 Business <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> White American <input type="checkbox"/> African American <input type="checkbox"/> Native** American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
<input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	IRS# (or SSN):		\$	<input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Section 3 Business <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> White American <input type="checkbox"/> African American <input type="checkbox"/> Native** American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
<input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	IRS# (or SSN):		\$	<input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Section 3 Business <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> White American <input type="checkbox"/> African American <input type="checkbox"/> Native** American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
<input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	IRS# (or SSN):		\$	<input type="checkbox"/> Minority-Owned Business <input type="checkbox"/> Section 3 Business <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> White American <input type="checkbox"/> African American <input type="checkbox"/> Native** American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned

*SECTION 3 RESIDENT: - A resident of the area in which Section 3 covered assistance is expended, and who qualifies as a low- or very low-income person.

SECTION 3 BUSINESS: - A business of the area in which 51% or more is owned by Section 3 residents or 30% of employed staff are Section 3 residents or 25% of subcontracts are committed to Section 3 businesses.

**NATIVE AMERICAN: - American Indian/Alaskan Natives

Bid Sheet

Work Write Up/Bid

Specifications

Drawings

TRUTH-IN-LENDING DISCLOSURE STATEMENT

Borrower: Borrower

Lender: City of Franklin
207 W. 2nd Ave., Franklin VA 23851

1. Amount Financed (the amount of credit provided to you or on your behalf): \$x.xx
2. FINANCE CHARGE (the total dollar amount your credit will cost you): \$0.00
3. Total of Payments (amount you will have paid after you have made all scheduled payments) \$x.xx
Total Forgiveness (amount which will be forgiven after you have made all payments) \$x.xx
4. ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate) 0.00%
5. The loan is to be repaid in 60 equal consecutive monthly installments. Each monthly installment after subtracting the \$ forgiven each month shall be in the amount of: \$0.00
6. Payment of monthly installments shall begin on the 1st day of Month, 2022, and thereafter on the 1st day of each and every month until the loan is repaid in full.
7. THE FINANCE CHARGE BEGINS TO ACCRUE ON Month 1, 2022
(Date)
8. The following must be paid at closing:

Recording cost (Estimate)	<u>\$0.00</u>
Other	<u>\$0.00</u>
9. **Late Payments.** If a payment is late, you will be charged \$0.00 (0.00%) of the payment. If your loan is in default, all amounts secured by the Deed of Trust may become due and payable immediately, and you will have to pay additional expenses.
10. **Prepayment Provisions.** If you pay off early, you will not have to pay a penalty and you will not be entitled to a refund of part of the finance charges.
11. **Assumption.** A low-to-moderate buyer or heir to the property may, with the approval of the lender, be allowed to assume the remainder of the loan on the original terms.
12. **Insurance.** Hazard insurance is required for the entire duration of the loan. You may obtain property insurance from anyone you want that is acceptable to the Lender. The Lender must be listed as a loss payee. If you fail to maintain the insurance, the Lender may obtain it for you and you will be billed by the Lender for the cost.
13. **Additional Information.** See your contract documents for additional information about insurance, security interests, nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.
14. **Security interest.** This loan will be secured by a Deed of Trust on:

911 Address, Franklin, VA 23851 (Tax Parcel # xx / Tax Map #xx)

(Property Address)

I acknowledge receipt of a copy of the foregoing Truth-in-Lending Disclosure Statement.

Signature of Borrower

Date

Signature of Borrower

Date

ACKNOWLEDGEMENT OF RECEIPT OF ECOA NOTICES AND DISCLOSURES

TO: CITY OF FRANKLIN

I (We) acknowledge receipt of the notices and warnings contained herein:

1. Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, age (provided that the applicant has the capacity to enter into a binding contract), sex or marital status, the fact that all or part of the applicant’s income is derived from a public assistance program, or the fact that the applicant has in good faith exercised any right under the consumer Credit Protection Act. The federal agency which administers compliance with this act is the Federal Trade Commission, Equal Credit Opportunity, Gelman Building, 2120 L Street, N. W., Washington, D.C. 20037. The Consumer Response Center can be reached at (877)-382-4357.
2. Warning: No person may be required to designate a courtesy title, such as Mr., Ms., Mrs., or Miss.
3. Notice: When applying for a loan, you may use your birth given name, first and surname or a birth given name, first and surname or a birth given first name and a combined surname.
4. The federal government has requested that information regarding race, national origin, sex, marital status, and age of applicants for home loans be gathered to monitor compliance with federal anti-discrimination statutes which prohibit creditors from discriminating against applicants on these bases. The law provides that a lender may neither discriminate based on this information nor on whether or not it is furnished. Furnishing this information is optional.
5. Notice: The Federal Equal Credit Opportunity Act allows the creation of special purpose credit programs for economically disadvantaged persons. If all of the participants share one or more characteristics that are protected classifications, then information as to that characteristic may be requested.

Applicant’s Signature

Date

Applicant’s Signature

Date

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel:

You are entering into a transaction that will result in a mortgage lien on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is [redacted]; or
2. The date you received your Truth-in-Lending Disclosure Statement; or
3. The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage lien is also canceled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage lien on your home has been canceled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

City of Franklin
207 W. 2nd Ave., Franklin, VA 23851

You may use any written statement which is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice of cancellation no later than midnight of [redacted] (date), or (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I wish to cancel:

Borrower's Signature

Date

Borrower's Signature

Date

I have received a copy of this Notice of Right to Cancel.

Borrower's Signature

Date

Witness's Signature

Witness Printed Name

NOTICE OF LEAD-BASED PAINT PRESUMPTION

In compliance with Section 25.125 of the Department of Housing and Urban Development’s (HUD) regulation 24 CFR 35, upon the adoption by the City of Franklin City Council of the Laurel Street Neighborhood Revitalization Project Housing Rehabilitation Program Design on March 28, 2022, the City of Franklin elected to presume that all painted surfaces are coated with lead-based paint. The nature and scope of the presumptions made is outlined below:

The home was constructed prior to 1978.

(If additional space is needed, attach pages to this form.)

Name of Recipient

(Printed name of recipient)

Delivery or Posting Date

(Delivery date or date of posting and time)

911 Address, Franklin, VA 23851

(Address of property)

Delivery or Posting Name

(Printed name of person delivering or posting this notice)

(Signature of recipient, if delivered)

(Signature of person delivering or posting this notice)

- Resident refused to accept and sign this notification.
- Resident was unavailable for signature; therefore, the notice was placed:
 - Under the unit door;
 - In the occupant’s mailbox;
 - Other: _____.

For more information about the presumptions made, please contact:

Ken Rodgers, Rehabilitation Specialist

(Name of contact person)

504/345-1184

(Telephone number)

347 Campbell Ave. SW, Roanoke, VA 24016

(Address of contact person)

Renovate Right

Important Lead Hazard
Information for Families,
Child Care Providers
and Schools



It's the Law!

Federal law requires that individuals receive certain information before renovating six square feet or more of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under the age of six that attend those facilities: renovators must provide a copy of this pamphlet to child-care facilities and general renovation information to families whose children attend those facilities.

Also, beginning April 2010, federal law will require contractors that disturb lead-based paint in homes, child care facilities and schools, built before 1978 to be certified and follow specific work practices to prevent lead contamination. Therefore beginning in April 2010, ask to see your contractor's certification.

Renovating, Repairing, or Painting?



- Is your home, your building, or the child care facility or school your children attend, being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school your children under age 6 attend, built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the childcare facility or school your children attend.

The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
- Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
- Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
- Projects that disturb lead-based paint can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.

Who Should Read This Pamphlet?

This pamphlet is for you if you:

- Reside in a home built before 1978,
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six who attends a child care facility built before 1978.

You will learn:

- Basic facts about lead and your health,
- How to choose a contractor, if you are a property owner,
- What tenants, and parents/guardians of a child in a child care facility or school should consider,
- How to prepare for the renovation or repair job,
- What to look for during the job and after the job is done,
- Where to get more information about lead.

This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information.
- **“Do-it-yourself” projects.** If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at **1-800-424-LEAD (5323)** and ask for more information on how to work safely in a home with lead-based paint.
- **Contractor education.** Contractors who want information about working safely with lead should contact the National Lead Information Center at **1-800-424-LEAD (5323)** for information about courses and resources on lead-safe work practices.



Lead and Your Health

Lead is especially dangerous to children under six years of age.

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavior problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetus.

Lead gets into the body when it is swallowed or inhaled.

- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush or blast or otherwise disturb lead-based paint risk unsafe exposure to lead.

What should I do if I am concerned about my family's exposure to lead?

- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb lead-based paint.
- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.

For more information about the health effects of exposure to lead, visit the EPA lead website at www.epa.gov/lead/pubs/leadinfo.htm or call 1-800-424-LEAD (5323).



There are other things you can do to protect your family everyday.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering house.

Where Does the Lead Come From?

Dust is the main problem. The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and windowsills into the body.

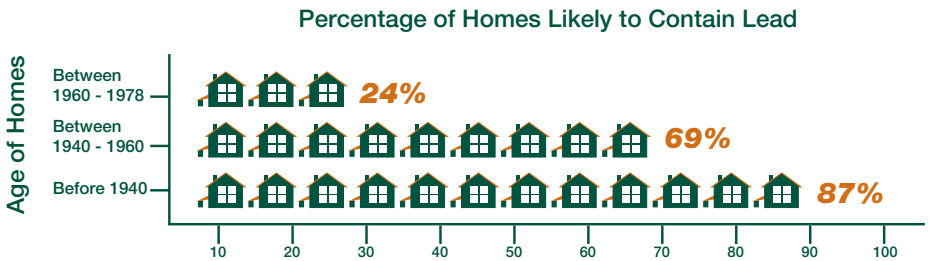
Home renovation creates dust. Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

Proper work practices protect you from the dust. The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

Other sources of lead. Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information on these sources.



Checking Your Home for Lead-Based Paint



Older homes, child care facilities, and schools are more likely to contain lead-based paint. Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead. Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You or your contractor may also test for lead using a lead test kit. Test kits must be EPA-approved and are available at hardware stores. They include detailed instructions for their use.

You can hire a certified professional to check for lead-based paint. These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at **1-800-424-LEAD (5323)**.

For Property Owners

You have the ultimate responsibility for the safety of your family, tenants, or children in your care. This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Beginning April 2010, federal law will require that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination.

Until contractors are required to be certified, make sure your contractor can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask if the contractor is aware of the lead renovation rules. For example, contractors are required to provide you with a copy of this pamphlet before beginning work. A sample pre-renovation disclosure form is provided at the back of this pamphlet. Contractors may use this form to make documentation of compliance easier.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

- Share the results of any previous lead tests with the contractor.
- Even before contractors are required to be certified you should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices should be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

Once these practices are required, if you think a worker is failing to do what they are supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with the contract requirements,
- Call your local health or building department, or
- Call EPA's hotline **1-800-424-LEAD (5323)**.

For Tenants, and Families of Children Under Age Six in Child Care Facilities and Schools

You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Beginning April 2010, federal law will require that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities and schools built before 1978 that a child under age six visits regularly to be certified and follow specific work practices to prevent lead contamination.

The law will require anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.



Once these practices are required, if you think a worker is failing to do what they are supposed to do or is doing something that is unsafe, you should:

- Contact your landlord,
- Call your local health or building department, or
- Call EPA's hotline **1-800-424-LEAD (5323)**.

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).



If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the more stringent requirements of HUD's Lead-safe Housing Rule and the ones described in this pamphlet.

Preparing for a Renovation

The work areas should not be accessible to occupants while the work occurs. The rooms or areas where work is being done may be blocked off or sealed with plastic sheeting to contain any dust that is generated. The contained area will not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. You will not have access to some areas and should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they, too, can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside, in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is done. Items that can't be moved, such as cabinets, should be wrapped in heavy duty plastic.
- To turn off forced-air heating and air conditioning systems while work is done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or parts of the work are being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



During the Work

Beginning April 2010, federal law will require contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb lead-based paint to be certified and follow specific work practices to prevent lead contamination.

Even before contractors are required to be certified and follow specific work practices, the contractor should follow these three simple procedures, described below:



1. Contain the work area. The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.

These will help prevent dust or debris from getting outside the work area.

2. Minimize dust. There is no way to eliminate dust, but some methods make less dust than others. For example, using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives. Some methods generate large amounts of lead-contaminated dust and should not be used. They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.

3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area should be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area should be re-cleaned.

For Property Owners: After the Work is Done

When all the work is finished, you will want to know if your home, child care facility, or school has been cleaned up properly. Here are some ways to check.

Even before contractors are required to be certified and follow specific work practices, you should:

Ask about your contractor's final cleanup check. Remember, lead dust is often invisible to the naked eye. It may still be present even if you cannot see it. The contractor should use disposable cleaning cloths to wipe the floor of the work area and compare them to a cleaning verification card to determine if the work area was adequately cleaned.

To order a cleaning verification card and detailed instructions visit the EPA lead website at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD (5323)** or visit their website at www.epa.gov/lead/nlic.htm.

You also may choose to have a lead-dust test. Lead-dust tests are wipe samples sent to a laboratory for analysis.

- You can specify in your contract that a lead-dust test will be done. In this case, make it clear who will do the testing.
- Testing should be done by a lead professional.

If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the lab for analysis.

Contact the National Lead Information Center at **1-800-424-LEAD (5323)** for lists of qualified professionals and EPA-recognized lead labs.

If your home, child care facility, or school fails the dust test, the area should be re-cleaned and tested again.

Where the project is done by contract, it is a good idea to specify in the contract that the contractor is responsible for re-cleaning if the home, child care facility, or school fails the test.



For Additional Information

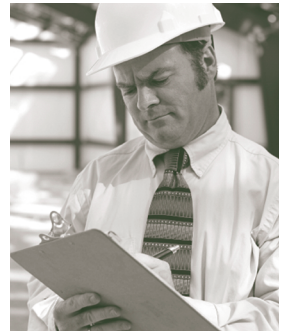
You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or childcare facility.

■ The **National Lead Information Center** at **1-800-424-LEAD (5323)** or **www.epa.gov/lead/nlic.htm** can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your State or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.

■ The **National Lead Information Center** can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at **www.epa.gov/lead/pubs/brochure.htm**.

- Lead Paint Safety, a Field Guide for Painting, Home Maintenance, and Renovation Work
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide



For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

EPA Contacts

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at www.epa.gov/lead.

Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2

(New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6771

Region 3

(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103-2029
(215) 814-5000

Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303-8960
(404) 562-9900

Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3507
(312) 886-6003

Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue,
12th Floor
Dallas, TX 75202-2733
(214) 665-6444

Region 7

(Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7003

Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop Street
Denver, CO 80202
(303) 312-6312

Region 9

(Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8021

Region 10

(Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1200

Other Federal Agencies

CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC

4330 East West Highway
Bethesda, MD 20814
Hotline 1-(800) 638-2772
www.cpsc.gov

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning Prevention Branch

4770 Buford Highway, MS F-40
Atlanta, GA 30341
(770) 488-3300
www.cdc.gov/nceh/lead

HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes
and Lead Hazard Control
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
HUD's Lead Regulations Hotline
(202) 402-7698
www.hud.gov/offices/lead/



Current Sample Pre-Renovation Form

Effective until April 2010.

Confirmation of Receipt of Lead Pamphlet

- I have received a copy of the pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools* informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed name of recipient

Date

Signature of recipient

Self-Certification Option (for tenant-occupied dwellings only) —

If the lead pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Refusal to sign** — I certify that I have made a good faith effort to deliver the pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*, to the rental dwelling unit listed below at the date and time indicated and that the occupant refused to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- Unavailable for signature** — I certify that I have made a good faith effort to deliver the pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care providers and Schools*, to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door.

Printed name of person certifying

Attempted delivery
date and time
lead pamphlet delivery

Signature of person certifying lead pamphlet delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation (Document with a certificate of mailing from the post office).



Future Sample Pre-Renovation Form

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation

Pamphlet Receipt

- I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Owner-occupant Opt-out Acknowledgment

- (A) I confirm that I own and live in this property, that no child under the age of 6 resides here, that no pregnant woman resides here, and that this property is not a child-occupied facility.

Note: A child resides in the primary residence of his or her custodial parents, legal guardians, foster parents, or informal caretaker if the child lives and sleeps most of the time at the caretaker's residence.

Note: A child-occupied facility is a pre-1978 building visited regularly by the same child, under 6 years of age, on at least two different days within any week, for at least 3 hours each day, provided that the visits total at least 60 hours annually.

If Box A is checked, check either Box B or Box C, but not both.

- (B) I request that the renovation firm use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule; or
- (C) I understand that the firm performing the renovation will not be required to use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left). _____

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.

Note: This form is not effective until April 2010.



1-800-424-LEAD (5323)
www.epa.gov/lead

EPA-740-F-08-002
March 2008





COMPLAINT AND APPEALS PROCESS

LAUREL STREET NEIGHBORHOOD REVITALIZATION PROJECT

Oral complaints of any nature and by any party shall be documented and resolved by the Project Manager as informally and quickly as possible. If the complainant requires assistance putting his or her complaint or appeal in writing, staff will make such assistance available.

Written complaints received by the Project Manager or the City of Franklin will be resolved and documented in consultation with the Oversight Board. The person making the complaint will be notified in writing of the decision. All written complaints will be addressed within thirty (30) days of receipt and resolved within the subsequent thirty (30) day period. Documentation will be retained in the Project Files for review.

Barring a resolution of the complaint by the Oversight Board, the complaint may be taken to the Laurel Street Neighborhood Revitalization Management Team with the same requirements as above. Barring a resolution of the complaint by the Management Team, the complaint may be taken to the City Council where a non-legal resolution is final.

Any final appeal will be addressed in writing to DHCD where a non-legal resolution is final. Appeals to DHCD should include a copy of all correspondence that has taken place to date. The appeal should identify the problem and the desired solution. DHCD will investigate the complaint and respond in writing in a timely manner. All involved parties will be copied. Beyond this step, the complainant may seek a legal remedy in the local court of jurisdiction at complainant's own cost.

Once a job is closed out and the one-year warranty period is in effect, the property owner should address complaints, in writing, directly to the contractor involved in the rehabilitation.

Project Coordinators:

Amanda Jarratt, City Manager
Project Manager
City of Franklin
207 W. Second Ave.
Franklin, VA 23851
757/562-8503

Jamie Weist and Allie Zurus
Kimley Horne
4525 Main Street, Suite 1000
Virginia Beach, VA 23462
757/350-4608

Owner

Designer

CONTRACTOR'S

Contractor Code _____ Item _____

AFFIDAVIT OF PAYMENT

Surety

OF DEBTS AND CLAIMS

Other

TO (OWNER)

CONTRACT FOR: \$

CONTRACT DATE:

PROJECT INFORMATION:

Name & Location:

Laurel Street Neighborhood Revitalization Project, Phase I - VA CIG #21-21-01

Commonwealth of: Virginia

City of: Franklin

The undersigned, pursuant to Section 3H of the Contract Documents, hereby certifies that, they have paid in full or have otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever surety is involved, Consent of Surety is required. Indicate attachment: (yes) (no).

The following supporting documents should be attached hereto if required by the owner:

- a. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- b. Separate Releases or Waivers of Liens from subcontractors and material and equipment suppliers to the extent required by the owner, accompanied by a list thereof.
- c. Contractor's Affidavit of Release of Liens.

CONTRACTOR: _____

Address: _____

By (signature): _____

Subscribed and sworn to before me this ____ day of _____ 20__

Signature of Notary Public: _____

Printed Name of Notary Public: _____

Registration Number: _____ Commission Expires: _____

Explanation of Form

What it is Used For: To document all procurements of more than \$10,000 (\$1,000 for Housing Rehab) made in a CDBG project. To assist in assuring compliance with Section 3 and Davis-Bacon and the Related Acts.

When it is Used: Procurements are registered as they occur or on a monthly basis prior to submittal. This form is compiled by the Grantee, the General Contractor, and each subcontractor per the instructions below for each month and part of month during the course of a contract.

Where it Goes: The Grantee files all reviewed and accepted submittals in their procurement and equal opportunity project files.

Instructions:

- Complete the “Month Covered” and “Date Completed” in the top right corner.
- ROUND CONTRACT AMOUNTS TO THE NEAREST DOLLAR.
- RECORD THE PHYSICAL ADDRESS OF BUSINESS ONLY. P.O. Boxes and other mailing addresses are not acceptable.
- A procurement is registered one time and only for the month in which it occurred; DO NOT DUPLICATE PROCUREMENTS ON SUBSEQUENT SUBMITTALS.

GRANTEE’S RESPONSIBILITIES: The Grantee should complete this form each month to register all applicable procurements with General Contractors, subcontractors and suppliers. For submittal to itself the Grantee completes line (1) of SECTION I; line (2) and (3) will be left blank. For every procurement with a General Contractor, the Grantee should complete lines (1) and (2) of SECTION I and supply the General Contractor with enough copies for the duration of the contract. After submission of the Register by its Prime, the Grantee must review the Register for completeness, accuracy and consistency with the *Register of Assigned Employees* and the *Payroll Report*. The Grantee should not pay the prime its final invoice until it has received all of the required Registers and has determined their accuracy.

GENERAL CONTRACTOR’S RESPONSIBILITIES: The General Contractor must prepare and submit this form every month and part of month to the Grantee along with any submittals received from subcontractors. The General Contractor must use the forms supplied by the Grantee in which lines (1) and (2) of SECTION I are already completed and line (3) remains blank.

In SECTION II, the Prime will identify each procurement as either ‘subcontractor’ or ‘supplier’ and will give complete information in the remaining columns. For every procurement with a subcontractor, the General Contractor should complete item (3) of SECTION I (lines (1) and (2) being already completed by the Grantee) and supply the subcontractor with enough copies for the duration of the subcontract. The General Contractor must obtain this form monthly from all of its subcontractors for submission to the Grantee.

SUBCONTRACTOR’S RESPONSIBILITIES: The Subcontractor must complete this form every month and part of month during the course of the contract for submittal to the General Contractor. The Subcontractor should use the forms supplied by the General Contractor in which SECTION I is already completed. In SECTION II, the Subcontractor will identify each procurement as either ‘subcontractor’ or ‘supplier’ and will give complete information in the remaining columns. The subcontractor must submit its final Register to the General Contractor with its final invoice. The General Contractor must review its subcontractor’s final register and verify that it is complete and accurate before payment of the final invoice to the subcontractor.

Monthly CDBG Register of Contractors, Subcontractors and Suppliers

Month Covered: _____, 20____

Register all procurements of more than \$1,000* one time only, in month of occurrence (*\$1,000 for Housing Rehabilitation)

SECTION I: Identification of Level of Submittal, see instructions on back of form

(1) Grantee: City of Franklin Grant #: 21-21-01 Project Name: Laurel Street (Phase I) Neighborhood Improvement Project "Local Business" County*: Southampton/City of Franklin
 (2) General Contractor _____ IRS# (or owner's SSN) on file
 (3) Subcontractor _____ IRS# (or owner's SSN) _____

SECTION II: Details of Procurements

Choose one:	Name and Physical Address of Business, and IRS# (or owners' SSN)	Contract Description or Items Supplied	Amount of Contract or Purchase	Ownership of Business (check All that apply)
<input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	IRS# (or SSN):			<input type="checkbox"/> Minority Business <input type="checkbox"/> Local (Section 3) Business <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> White American <input type="checkbox"/> Black American <input type="checkbox"/> Native** American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
<input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	IRS# (or SSN):		\$	<input type="checkbox"/> Minority Business <input type="checkbox"/> Local (Section 3) Business <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> White American <input type="checkbox"/> Black American <input type="checkbox"/> Native** American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
<input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	IRS# (or SSN):		\$	<input type="checkbox"/> Minority Business <input type="checkbox"/> Local (Section 3) Business <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> White American <input type="checkbox"/> Black American <input type="checkbox"/> Native** American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned
<input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier	IRS# (or SSN):		\$	<input type="checkbox"/> Minority Business <input type="checkbox"/> Local (Section 3) Business <input type="checkbox"/> Female-Owned Business <input type="checkbox"/> White American <input type="checkbox"/> Black American <input type="checkbox"/> Native** American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian American <input type="checkbox"/> Not American Owned

*SECTION 3 RESIDENT: – A resident of the area in which Section 3 covered assistance is expended, and who qualifies as a low- or very low-income person.

SECTION 3 BUSINESS: – A business of the area in which 51% or more is owned by Section 3 residents or 30% of employed staff are Section 3 residents or 25% of subcontracts are committed to Section 3 businesses.

**NATIVE AMERICAN: - American Indian/Alaskan Natives

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Explanation of Form

What it is Used For: To document all procurements of more than \$10,000 (or more than \$1,000 if a housing rehabilitation project) made in a CDBG project. To track progress toward hiring goals. To assist in assuring compliance with Section 3 and Davis-Bacon and Related Acts.

When it is Used: To document the initial workforce and new hires, rehires and any changes in job classifications, rate of pay and authorized deductions throughout the construction process. It is updated on an ongoing basis.

Where it Goes: The Grantee files all reviewed and accepted Registers in their labor standards and equal opportunity project files.

- Instructions:**
- COMPLETE THE “Month Covered” AND “Date Completed” IN THE TOP RIGHT CORNER.
 - Section 3 Hiring Goal is always 30%. Insert the Minority and Female goals as found in the Transmittal of Wage Decision letter sent to the Chief Executive Official by the PMO Program Manager.
 - ROUND CONTRACT AMOUNTS TO THE NEAREST DOLLAR.
 - NEW HIRES are registered as such one time and only on the original submittal or for the month in which it occurred; DO NOT DUPLICATE ‘NEW HIRES’ ON SUBSEQUENT SUBMITTALS.
 - RECALLED means a person who was off of the Company’s payroll and is now back on the payroll. The person is treated as NEW HIRES except that the date recalled is entered in e (2). Subsequent recalls of any employees, whether originally listed as a ‘new hire’ or a ‘recall’ are treated as ‘modifications,’ see below.
 - MODIFICATIONS affect ONLY the following items: (ONLY ITEM ‘a’ AND ITEM(S) BEING MODIFIED ARE COMPLETED FOR MODIFICATIONS.)
 - Changes to employee’s name, e.g. due to marriage (item a) (if change is to name, show both old and new name)
 - Changes in trade and job classification (item c)

- Changes in rate of pay and benefits (item d)
- Changes in authorized payroll deductions (item f)
- A recall of an employee previously registered (item e (2)).

GRANTEE'S RESPONSIBILITIES: For every procurement with a prime contractor, the Grantee must complete item (1) of SECTION I and supply the prime contractor with enough copies for the duration of the contract. After submission of the Register by its Prime, the Grantee must review the Register for completeness, accuracy and consistency with the *Monthly CDBG Register of Contractors, Subcontractors, and Suppliers* and the *Payroll Report*.

PRIME CONTRACTOR'S RESPONSIBILITIES: The Prime Contractor must submit this prior to start of construction and update it as necessary throughout the construction process. The Prime Contractor must use the forms supplied by the Grantee in which item (1) of Section I is already completed; item (2) remains blank. In SECTION II, the Prime Contractor completes items 'a' thru 'h' on 'new hires' and first time 'recalls', and only item 'a' and the item(s) being modified for modifications.

For every procurement with a subcontractor, the Prime Contractor should complete item (2) of SECTION I (item (1) is already completed on the form) and supply the subcontractor with enough copies for the duration of the subcontract. The Prime Contractor must obtain this form from all of its subcontractors for submission to the Grantee.

SUBCONTRACTOR'S RESPONSIBILITIES: The Subcontractor must submit this prior to start of construction, update it as necessary throughout the construction process and submit it to the Prime Contractor.

The Subcontractor must use the forms supplied by the Prime Contractor in which Section I is already completed. In SECTION II, the Subcontractor completes items 'a' thru 'h' on 'new hires' and first time 'recalls'; and only item 'a' and the item(s) being modified for modifications.

Register of Assigned Employees

Month Covered: _____, 20____

Date Completed: _____

Submit initial list of workforce prior to start of construction; update throughout construction to show changes.

SECTION I: Identification of Level of Submittal, see instructions on back of form

(1) Grantee: City of Franklin Grant #: 21-21-01 Project Name: Laurel Street Phase I Neighborhood Improvement Project

HIRING GOALS: 30% LOCAL LMI 12 % MINORITY 6.9 % FEMALE

Prime Contractor _____ Contracted Amount \$ _____.

(2) Subcontractor _____ Contracted Amount \$ _____

SECTION II: List all workers paid by this contract. For NEW HIRES: complete items 'a' thru 'h.' For MODIFICATIONS: complete only item 'a' and item(s) being modified. Update the Register to add new hires, rehires and changes to job classifications, rate of pay or authorized payroll deductions.

a. NAME OF EMPLOYEE b. COUNTY OF RESIDENCE	c. TRADE & JOB CLASSIFICATION d. RATE OF PAY & BENEFITS	e. (1). DATE HIRED or e (2). DATE RECALLED f. AUTHORIZED PAYROLL DEDUCTIONS	g. MINORITY	h. GENDER
a. b.	c. d.	e (1) or e(2) f.	___yes ___no	___female ___male
a. b.	c. d.	e (1) or e(2) f.	___yes ___no	___female ___male
a. b.	c. d.	e (1) or e(2) f.	___yes ___no	___female ___male
a. b.	c. d.	e (1) or e(2) f.	___yes ___no	___female ___male
a. b.	c. d.	e (1) or e(2) f.	___yes ___no	___female ___male

*SECTION 3 RESIDENT- A resident of the area in which Section 3 covered assistance is expended, and who qualifies as a low- or very-low-income person.

*SECTION 3 BUSINESS- A business of the area in which 51% or more is owned by Section 3 Residents or 30% of employed staff are Section 3 Residents; or 25% of subcontracts committed to Section 3 Business

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City of Franklin Laurel Street Housing Rehabilitation Project
Community Development Block Grant # 21-21-01

Final Inspection / Acceptance Report

Homeowner:

Contract Date:

Contractor:

FEIN or SS#:

Property Address:

The work performed under this contract was inspected on _____, 20____ for the purpose of determining acceptability of construction. The Date of Acceptance is hereby established as _____, 20____.

The Date of Acceptance is defined as the date which the Work is sufficiently complete in accordance with the Contract Documents so the Owner may occupy the facility for the full purpose for which it is intended.

Inspected by Rehabilitation Specialist/Firm

Signature

Date

WARRANTIES

The Date of Acceptance is also the date of commencement of all warranties required by the Contract Documents.

WORK TO BE COMPLETED OR CORRECTED

A list of minor corrective actions and minor clean-up items to be completed or corrected made during the final inspection as itemized below, attached hereto, or transmitted as agreed upon by the parties, are identified as follows:

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of the final payment, whichever occurs first.

The Contractor will complete or correct the Work on the list of items attached within ___ days from the above Date of Acceptance.

Cost estimate of Work to be completed or corrected: \$ _____

Security, maintenance, heat, utilities, and property insurance shall be the responsibility of the Owner as of the Date of Acceptance.

RECITAL: The Owner and Contractor accept the responsibilities assigned to them in this Acceptance Report:

Contractor

Signature

Date

Owner(s)

Signature

Date

City of Franklin
Laurel Street Housing Rehabilitation Project (Phase I)

OCCUPANT SATISFACTION FORM

Property Occupant(s): _____

Rehabilitation Property: _____

I/we owner(s) of the property noted above, do hereby acknowledge the following statements:

- 1) That all work proposed per certain Rehabilitation Contract (to include Work Write-Up, Plans, Bid Documents and all Change Orders) is satisfactory to me/us and I/we agree that the Contractor rehabilitating the property should be paid by the City of Franklin in accordance with the Contractor Handbook and Master Specification Manual.
- 2) The contractor, Contractor Name _____, covers improvements made to the home under a one-year warranty:

Contractor Name
Contractor Address
Phone: Contractor Phone
License # Contractor License Number

Please call Contractor Name directly and immediately if you experience any problems with the improvements made to your home. Please understand that the general maintenance and care of your home is your responsibility, and that after the one-year has expired, the contractor should not be contacted.

- 3) The one-year warranty begins: _____

OCCUPANT

DATE

OWNER

DATE

(Completed by all Developers, Contractors, Subcontractors or Consultants)

1. Local Government Name **City of Franklin**
2. CDBG Contract # **CIG #21-21-01**
3. Project Name **Laurel Street Neighborhood Revitalization Project**
4. Name of Firm _____
 President _____
 Address _____
 Telephone _____
 FIN or SS# _____

Type of Contract (check applicable description)

- | | | | |
|--------------------|-------------------------------------|-------------------|--------------------------|
| Construction Prime | <input checked="" type="checkbox"/> | *Construction Sub | <input type="checkbox"/> |
| Design | <input type="checkbox"/> | Other Specify | <input type="checkbox"/> |

Description of work or service provided:

Housing Rehabilitation Construction Services

5. Date this Report _____ and ___ # of pages.
6. Revision to Report Date _____ and ___ # pages.

**Note:* Housing Rehabilitation subcontractors are not required to be listed or to complete this Report.

Interested Parties	If Firm is an entity, identify each officer, director, principal stockholder and other persons who will have a \$50,000 or 10% interest, whichever is lower.		
Name (Last, First, Initial).	SS#	Type Participation	\$ and %

If there are no persons with a reportable financial interest, you must also certify that this is true.

I hereby certify this information is true.

(Signature) _____

Date _____

Title _____

Certification

Warning: If you knowingly make a false statement on this form you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosure of information including intentional non-disclosure is subject to a civil money penalty not to exceed \$10,000 for each violation.

Note: Please copy this page and attach additional pages as needed. Please indicate # of pages and date on cover.