



**214 North King Street  
Hendersonville, NC 28792  
(828) 692-4744**

## **PROJECT MANUAL**

**Housing Rehabilitation Project  
Funded by Community Development Block Grant  
Neighborhood Revitalization Program Under  
Title I of the Housing and Community Development Act of 1974, as amended  
Through the NC Department of Commerce  
Rural Economic Development Division**

**PROJECT SITE ADDRESS: 620 Jonas Street  
HENDERSONVILLE, NC 28792**

**Coordinating Agency:**

**Housing Assistance Corporation  
214 North King Street  
Hendersonville, NC 28792**

**October 19, 2023**



**INVITATION TO BID**  
**FOR THE REHABILITATION OF THE HOME**  
**LOCATED AT 620 JONAS STREET, HENDERSONVILLE, NC 28792**

Single prime bids for the rehabilitation of a home located at 620 Jonas Street, Hendersonville, NC, 28792 will be received by the Housing Assistance Corporation at 214 North King Street, Hendersonville, NC, 28792 until **12:00 PM, noon, local time, on November 1, 2023**, and there at said office, at said time, publicly opened and read aloud. Bid Proposals will be received for

**THE REHABILITATION OF THE HOME LOCATED AT 620 JONAS ST.,**  
**HENDERSONVILLE, NC 28792**

This project is being funded by a grant received by the City of Hendersonville as part of the federal Community Development Block Grant Program and the North Carolina Rural Economic Development Department. Housing Assistance Corporation, as subrecipient of this Grant is coordinating this Project for the City. This Project includes, the renovation of a single family dwelling per the work specifications contained within the bid package. A lead paint and asbestos survey has been completed. All lead paint and asbestos will have been removed from the project prior to the start of construction for this project. Bidders should not include any lead paint or asbestos remediation or removal as part of the bid.

The Bid Package, consisting of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion and conflict of interest affidavit, , General Conditions of the Contract, and Work Specifications may be obtained from the Housing Assistance Corporation, 214 N. King Street, Hendersonville, NC, 28792 or may be accessed at the following web addresses: <https://www.hendersonvillenc.gov/rfpqs-bidding>. Contract documents will not be mailed to Bidders.

Bids must be submitted either via email to: [stefanie@housing-assistance.com](mailto:stefanie@housing-assistance.com), or they may be submitted to Stefanie Kompathoun at the Housing Assistance Corporation offices located at 214 North King Street, Hendersonville, NC 28792 in a sealed envelope, with the name of the project clearly marked on the face of the sealed envelope. The name of the Bidder, his address and his license number must be also marked on the outside of the envelope. If mailed, the sealed bidding envelope must be placed in a separate mailing envelope. It is the Bidder's responsibility to make sure that bids are properly submitted by the deadline. Bids received after the deadline will not be considered. Bidders must bid on the entire bid project. Partial bids will not be considered.

Bid bonds, payment bonds and performance bonds will not be required for this Project. If awarded, the Project will be awarded to the lowest responsive, responsible Bidder, taking into account quality, performance and time specified in the Contract Documents, and a three party contract will be entered between the successful bidder, the Housing Assistance Corporation, and the owner of the 620 Jonas Street property.

A mandatory pre-bid meeting shall be held on October 26, 2023, at 10:00 A.M. at the Housing Assistance Corporation Offices, and from there bidders will proceed with Housing Assistance Corporation staff to the Project Site located at 620 Jonas Street, Hendersonville, NC 28792. All bidders are required to attend as this will be the only opportunity prior to submitting a bid that bidders are permitted to visit the project site. Any questions regarding this meeting should be directed to David Stoneman at 828-450-3285 or [David@housing-assistance.com](mailto:David@housing-assistance.com). The Housing Assistance Corporation reserves the right to waive any informalities in the Bid Proposal and to reject any or all Bid Proposals.

End of Invitation to Bid

## **INSTRUCTIONS TO BIDDERS:**

**Coordinating Agency:**      **Housing Assistance Corporation**  
**214 North King Street**  
**Hendersonville, NC 28792**  
**(828) 692-4744**  
**Attn: David Stoneman**

PLEASE NOTE: ALL QUESTIONS REGARDING THE WORK SPECIFICATIONS SHOULD BE DIRECTED TO THE COORDINATING AGENCY. ALL QUESTIONS AND ANSWERS PROVIDED WILL BE PUBLISHED AS AN ADDENDUM TO THE CONTRACT DOCUMENTS. BIDDERS WILL BE RESPONSIBLE FOR ENSURING THAT THEY HAVE RECEIVED AND RELIED UPON ALL ADDENDA FOR THE PROJECT IN SUBMITTING THEIR BIDS.

- 1. FAMILIARITY WITH WORK AND CONDITIONS:** Before preparing Bid Proposals, Bidders are required to visit the site of the Project as part of the pre-bid conference to inform and familiarize themselves with all conditions involved and under which the Project is to be constructed or apparatus erected or installed. The Housing Assistance Corporation and the Owner will not be responsible to the Contractor for payments other than as set out in the contract price, should conditions be different than those assumed or contemplated by the Contractor. The Contractor is required to satisfy himself, before bidding, as to the correctness of the site as indicated by the plans.
- 2. FAMILIARITY WITH LAWS, ETC.:** The Bidder is assumed to have made himself familiar with all Federal, State, and Local Laws, ordinances and regulations which may in any manner affect those engaged or employed in work or the materials or equipment in or upon the work, or in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of the ignorance thereof. If the Bidder or Contractor shall discover any provisions in the plans, specifications, or contract which are contrary or inconsistent with any such law, ordinance, or regulation, he shall forthwith report it to the Coordinating Agency in writing before the bid opening.
- 3. INTERPRETATIONS OF PLANS:** If any prospective Bidder is in doubt as to the true meaning of any part of the work specifications, or other proposed contract documents, he may submit to the Coordinating Agency, a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and posted on the following website:

<https://www.hendersonvillenc.gov/rfpqs-bidding>.

The Coordinating Agency will not be responsible for any other explanations or interpretations of the proposed document. The Contractor shall acknowledge receipt of all addenda in the space provided in the Bid Proposal.

- 4. CONTRACT DOCUMENTS:** The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion and conflict of interest affidavit, all Addenda issued, the Work Specifications, the Standard Form Contract included in the Bid Package, including the General Conditions of the Construction Contract.
- 5. BID PROPOSAL FORM:** Each Bidder must submit a Bid Proposal on the blank forms herewith provided. Each Bidder must include both the Bid Proposal Form and the Non-collusion and conflict of

interest affidavit with their Bid Proposal, otherwise the Bid Proposal will not be considered. Each Bidder shall sign his Bid Proposal correctly by one duly authorized, and Bid Proposals may be rejected if they show any omissions, alterations of form, additions not called for, or other irregularities of any kind. Conditioning and unbalancing of bids will not be permitted.

- 6. BID PROPOSAL REPRESENTATIONS:** Submission of a Bid Proposal Form shall be a representation of the Bidder of all of the following:
- a. The Bidder has carefully examined the **CONTRACT DOCUMENTS** and fully understand them.
  - b. The Bidder has carefully examined the site or sites of the Project and is familiar with the conditions under which the Work, or any part of it, is to be done, and the conditions which must be fulfilled in the furnishing and/or erection or construction of any or all items of the Project.
  - c. The Bidder has the financial means and stability to provide all materials and all necessary tools, machinery, and all means necessary to do all the Work in the manner prescribed in the Contract Documents and according to the Plans and the requirements of the City of Hendersonville, in a workmanlike manner, consistent with the standards of the profession in and around Hendersonville.
  - d. The Bid has been made without connection with any other person, company, or parties making a similar Bid Proposal, and that it is in all respects fair and in good faith, without collusion or fraud.
  - e. The Bidder understands that it is the intention of the Housing Assistance Corporation, to award the Contract on the basis of Bid Proposals received at this letting, however, the Housing Assistance Corporation reserves the right to reject any or all bids.
  - f. If the Bid Proposal is made by a Corporation or Contractor, the Bid Proposal Form has been signed by its proper officers or members, as applicable, in a legal manner and its official address stated therein.
  - g. The Bidder will enter into the Construction Agreement, included as part of the Contract Documents, and will perform all of the work necessary for the construction of facilities outlined in the **CONTRACT DOCUMENTS** for the bid price stated in the Bid Proposal Form.
  - h. The Bidder has received and completely understood the Addenda and the bid price stated in the Bid Proposal Form reflects all Addenda.
- 7. SUBMISSION OF BID PROPOSALS:** It is the responsibility of each Bidder, without excuse, to ensure that their Bid Proposal is submitted at the right place by the deadline. If being submitted in person, or mailed, each Bid Proposal must be submitted in a sealed envelope, to indicate its contents without being opened. The name of the Bidder, his address and his license number must be marked on the outside of the bidding envelope. The envelope must also state the Project Name and the name of the Bidder. If mailed, the sealed bidding envelope must be placed in a separate mailing envelope, properly addressed to the attention of Stefanie Kompathoun, Housing Assistance Corporation, 214 North King Street, Hendersonville, NC 28792. It is the Bidder's responsibility to make sure that the bid is delivered to and received by Stefanie Kompathoun prior to the deadline. Bid Proposals will be accepted until 12:00 PM noon on the date of the Bid Proposal Opening. Bid Proposals submitted to or received by Stefanie Kompathoun after this time cannot be accepted.

- 8. OPENING OF BID PROPOSALS:** Bid Proposals will be opened publicly and read promptly at the time, on the date, and at the place set forth in the “Invitation to Bid”. Bidders or their authorized agents and other interested parties are invited to be present. The Bid Proposal shall be deemed valid for a period of sixty (60) calendar days after the opening thereof. The Bidder may request to withdraw their Bid Proposal in writing, received prior to the time for opening of the Bid Proposals, directed to the Housing Assistance Corporation, attn: Stefanie Kompathoun. Bid Proposals may be withdrawn after the opening of the Bid Proposals **for clerical errors or math computational errors only (not for mistakes in judgment)** if the request is made in writing to and received by Stefanie Kompathoun, within seventy-two hours after the time for opening Bid Proposals. Such written request of withdrawal must include sufficient documentation of the clerical error or math computational error.
- 9. AWARDING OF CONTRACT:** If awarded, the Housing Assistance Corporation will award the contract conditioned upon funds being made available for such construction. If awarded, the contract will be awarded to the lowest responsive responsible Bidder taking into account qualify, performance and time specified in the Contract Documents. Consideration will be given only to Bid Proposals of contractors who are experienced in the class of work proposed and who can refer to projects of similar magnitude and/or character as have been completed by them. The Housing Assistance Corporation also reserves to itself the right to reject any or all Bid Proposals and to waive informalities or technicalities, as it may deem to be in the Coordinating Agency, the Owner and the City of Hendersonville’s best interest.
- 10. EXECUTION OF CONTRACT:** The successful Bidder will be required to enter into the Standard Form Contract, included as part of this Project Manual, and must execute the Contract no later than ten (10) consecutive calendar days following receipt of the Notice of Award from the Housing Assistance Corporation. Failure of a Bidder to execute the Contract within said ten (10) day period shall give the Housing Assistance Corporation the right to reject the Bid Proposal and award the contract to the next lowest responsive, responsible Bidder. The Contract will be a three party agreement between the property owner, the Housing Assistance Corporation, and the Contractor.
- 11. CHECKS, CASH, OR BID BOND:** Not required for this Project.
- 12. PERFORMANCE BOND:** Not required for this Project.
- 13. PAYMENT BOND:** Not required for this Project.
- 14. RECRUITMENT OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs):** All Bidders must make efforts to recruit historically underutilized businesses in the performance of the work and supplying of materials and equipment unless 100% of the work will be performed by the Bidder’s own forces. These efforts include, but are not limited to, placing HUB businesses on solicitation lists, using services that procure HUB participation to solicit HUB participation in the work, soliciting participation by HUBs whenever they are potential resources, dividing total requirements, when economically feasible, into smaller tasks or quantities to ensure maximum participation by HUBs, other reasonable efforts calculated to recruit participation by HUBs in the Work. Bidders must include with their bid the Historically Underutilized Businesses Recruitment Form to document their efforts to recruit participation by HUBs in the Work. If the Bidder will perform 100% of the work with Bidder’s own forces, and will not be subcontracting out any portion of the work, then the Bidder must submit the Form Stating Intent to Perform Contract with Own Workforce instead of the Historically Underutilized Business Recruitment Form. Failure to include either the Historically Underutilized Business Recruitment Form or the Form Stating Intent to Perform Contract with Own Workforce will render a bid nonresponsive and ineligible for consideration.

**15. COORDINATION OF WORK:** During the performance of the contract it shall be the responsibility of the successful Bidder to pursue the orderly progress of all work stages throughout the Project and to assure that all work is completed within the time period stipulated herein as the Contract Period. In executing the duties incurred by these responsibilities, the successful Bidder shall provide sufficient executive and supervisory staff in the field to enable efficient and expeditious progress of the work. The Housing Assistance Corporation and the Property Owner rely upon the organization, management, skill, cooperation, and efficiency of the successful Bidder to supervise, direct, control and manage the work and the efforts of the sub-contractors so as to deliver the intended construction to the Contract Documents and within the scheduled time.

**16. LIQUIDATED DAMAGES:** The successful Bidder is required to complete the Project as outlined in the Project progress schedule and as defined by the Contract Period. Should the successful Bidder fail to assure the completion of the total Project satisfactorily within the time period specified in the contract, the successful Bidder shall be charged with liquidated damages at a rate of **Three Hundred Dollars (\$300.00) per calendar day** until the total Project is successfully completed.

If in the event the successful Bidder is granted substantial completion by the Coordinating Agency and fails to complete and/or correct all of the remaining list of items to be corrected within **30** days of the date of substantial completion, the successful Bidder shall be charged with **liquidated damages at a rate of Three Hundred Dollars (\$300.00) per calendar day** until all of the remaining items on the list are completed and corrected and approved by the Coordinating Agency.

The successful Bidder shall indemnify the Property Owner and the Housing Assistance Corporation and the City of Hendersonville for any claim or legal action against them by any subcontractor or supplier as a result of injury or damages caused by that Contractor to others, including paying judgements against the Owner, Housing Assistance Corporation and the City of Hendersonville, all costs and expenses, legal or otherwise, incurred by them in defending the suit.

**17. CONTRACT REDUCTION:** The Housing Assistance Corporation retains the exclusive right to reduce any or all of the scope of work within the Contract Documents after award of the contract for budgetary or other reasons. Should the Housing Assistance Corporation choose to reduce any or all of said scope of work, the successful Bidder shall not be allowed any claims for anticipated profit or overhead on such deleted work.

**18. CONTRACTORS LICENSE:** All Bidders must possess an up to date North Carolina General Contractors License to do work in North Carolina as required by N.C.G.S. Chapter 87, plus any other applicable licenses.

**19. TIME OF CONSTRUCTION:** The Successful Bidder shall begin work on the date specified in the Notice to Proceed and shall pursue all necessary phases of construction in order to substantially complete the base bid work within **120 consecutive calendar days**. This time of construction shall be defined as the Contract Period.

**20. WORK SPECIFICATIONS.** The Work Specifications are included and are not separate included in the bid documents. It is up to each Bidder to satisfy themselves that these specifications are sufficient to enable them to perform the Work. If a Bidder determines that the specifications are not sufficient, the Bidder should pose appropriate questions to the Coordinating Agency. All such inquiries and answers will be put out in the form of an Addendum prior to the time for opening bids.

**21. SUBSTITUTIONS:** Requests for approval of substitutions for specified products or “or equal” or “equivalent” submittals other than those listed as acceptable products will be considered only upon submission of samples and manufacturers’ data, in triplicate, of both the product specified and the product intended for substitution. All such requests for substitutions must be received for consideration by the Coordinating Agency no later than 5 days prior to the Bid Proposal opening. All substitutions approved will be put into an Addendum. The Housing Assistance Corporation reserves the right to consider and accept any and all substitutions proposed in determining the lowest responsible bidder.

**END OF INSTRUCTIONS TO BIDDERS**



**SINGLE PRIME GENERAL CONSTRUCTION CONTRACT  
BID PROPOSAL**

**REHABILITATION OF SINGLE FAMILY DWELLING  
LOCATED AT 620 JONAS STREET  
HENDERSONVILLE, NC 28792**

ALTERING THE FACE OF THIS FORM IN ANY MANNER, OR PROVIDING INFORMATION NOT SPECIFICALLY REQUESTED SHALL RENDER THIS BID PROPOSAL NON-RESPONSIVE AND INELIGIBLE FOR CONSIDERATION

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

**TO: The Housing Assistance Corporation**

The undersigned Bidder, having examined carefully the site, the Invitation to Bid, Instructions to Bidders, Work Specifications, the form Construction Agreement, Supplementary Documents (if any) and subsequent Addenda (as acknowledged herein) for the rehabilitation of the single family dwelling located at 620 Jonas Street, Hendersonville, NC 28792, hereby proposes to furnish all labor, materials, equipment and services necessary to perform the work required in the aforementioned documents for the sum of:

Total Bid: \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

The undersigned further agrees that this Bid Proposal shall be valid for a period of sixty (60) days from the date of receipt of the Bid Proposal and that if this Bid Proposal is accepted by the Housing Assistance Corporation within this period, the Bidder will execute the Construction Agreement provided as part of the Contract Documents.

The undersigned further agrees to begin the work promptly upon receipt of the Notice to Proceed and to pursue the work with an adequate work force to complete the work within 120 calendar days from receipt of the Notice to Proceed. Liquidated Damages of \$300.00 per calendar day are hereby agreed upon as an assessment from the Contractor for failure to complete the work within the time period stated herein.

The undersigned Bidder further proposes and agrees to commence the work promptly upon notice, with an adequate force to satisfactorily complete the Project.

The undersigned acknowledges receipt of the following addenda which will be considered as part of the Contract Documents.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
(Company)

Contractor ☐ is or ☐ is not a historically underutilized business, registered with the North Carolina Office of Historically Underutilized Businesses. (Must be completed by all Bidders.)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
(Signature) (Typed Name)

TITLE: \_\_\_\_\_

NC General Contractor's License No. \_\_\_\_\_

NC State Sales and Use Tax Registration \_\_\_\_\_

☐ Non-collusion and Conflict Of Interest Affidavit has been completed and is attached to this Bid Proposal Form (Required)

(Note: Inclusion of the non-collusion and conflict of interest affidavit is mandatory. A bid will be rejected as non-responsive if not included in the bid submission.)

☐ Recruitment of Historically Underutilized Businesses Form has been completed and is attached to this Bid Proposal Form (Required)

(Note: Inclusion of the Recruitment of Historically Underutilized Businesses Form is mandatory. A bid will be rejected as non-responsive if not included in the bid submission.)



## HOUSING ASSISTANCE

### NON-COLLUSION AND CONFLICT OF INTEREST AFFIDAVIT

I, on behalf of the Bidder, being first duly sworn or affirmed, do hereby represent on behalf of the Bidder that the Bid Proposal submitted was made without collusion or fraud and that neither I, nor anyone else affiliated with the Bidder to my knowledge, have offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their Bid Proposal, and neither I, nor anyone else affiliated with the Bidder to my knowledge, have conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

I further understand that this project is subject to state and federal rules governing conflicts of interest including those found at 4 NCAC 19L .0908 and .0914, N.C.G.S. § 14-234, 24 C.F.R § 570.489(g) and (h), 24 C.F.R. § 570.611, and 2 C.F.R. § 200.318. These rules generally provide that no persons who exercise or have exercised any functions or responsibilities under the Community Development Block Grant, including persons employed by the Housing Assistance Corporation and the City of Hendersonville, may obtain a financial interest or benefit from a grant-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties during the term of any contract for this Project and for one year thereafter, and I agree to abide by these limitations.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BIDDER: \_\_\_\_\_

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

Print Title:

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

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

Sworn to or affirmed and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(Official Seal)

\_\_\_\_\_  
Notary Public

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

## Recruitment of Historically Underutilized Businesses Form

(Name of Bidder)

Affidavit of \_\_\_\_\_

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted.**

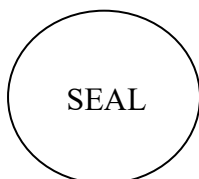
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Failure to abide by this provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

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



State of \_\_\_\_\_, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

**Form Stating Intent to Perform Contract with Own Workforce**  
**(May be submitted in lieu of Recruitment of Historically Underutilized Businesses Form if it applies)**

Affidavit of \_\_\_\_\_

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

\_\_\_\_\_ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

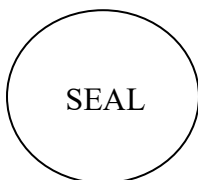
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# Work Specification

Prepared By:  
**The Housing Assistance Corporation**  
**214 N King St.**  
**PO Box 2057**  
**Hendersonville, NC 28793**  
**(828) 692-4744 x107**

## Property Details

Address: **620 Jonas St.**  
**Hendersonville, NC 28792**

Structure Type: **Stick Built Home**

Square Feet: **900**

Year Built: **1945**

Property Value: **38700**

Tax Parcel: **106737**

Census Tract:

Property Zone: **Henderson**

Owner: \_\_\_\_\_

Owner Phone: \_\_\_\_\_

Program(s): **HAC Home Repair**

## Repairs

### Description

Floor Room

Exterior

### Permit

- Secure Building permit for project

Bid Cost: \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_

Base Quantity Total Cost

## Portajohn

-Provide portajohn for duration of project

Bid Cost: \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_

Base Quantity Total Cost

## Debris removal

-Provide dumpster or other means to remove all construction debris from project as it is generated

Bid Cost: \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_

Base Quantity Total Cost

# Work Specification

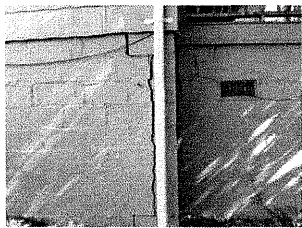
Foundation/ Rear House/Back Porch

Building Exterior

Exterior

Field verify all measurements

- Remove existing block around exterior of back porch, remove debris from premises
- Re-support back porch with 6x6 posts set and anchored on poured concrete piers per code
- Pour a footing per code across the rear exterior wall of the house, approx 30 LF to include right rear corner where block is cracked and re-lay cracked block and install 8" block wall with crawl space access, approx 60" high(approx 200 block)
- Install crawlspace access door, approx 24"x36" with hardware to accept a padlock
- Seal cracks in perimeter foundation beyond cracks being addressed above



Bid Cost:

X

=

Base

Quantity

Total Cost

# Work Specification

Floor system/crawlspace

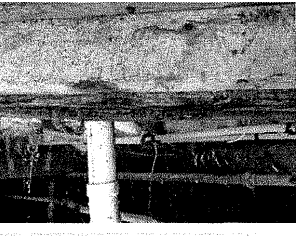
Field verify all measurements

Building Exterior

Exterior

Floor system needs extensive support work.:

- Remove all crawlspace debris and existing insulation
- Original outside back band between house and porch needs to be replaced and installed on new exterior block wall, approx 30 LF ( see Foundation/Rear House/Back Porch repair item)
- Install (2) new drop girders((3) 2x10), approx 32LF, front to back, with footings and piers per code. Align these drop girders with interior load bearing walls, approx. 11'8" from side walls on each side. These girders will be the lift point to level the center of the house with the exterior as much as possible
- Replace/repair exterior band board on left back side of house, approx 16LF
- Install new floor joists next to existing and/or spaced for new insulation
- Install R19 insulation in repaired floor system
- Install 6 mil poly vapor barrier wall to wall in crawlspace, approx 900 sq ft



Bid Cost:

Base

X

Quantity

=

Total Cost

# Work Specification

## Rear porch

Building Exterior

Exterior

Field verify all measurements

- Replace deck boards on existing porch, flash to house prior to new siding installation, approx 6'x25'
- Replace existing stairs, approx 56" total rise
- Install handrail and pickets to porch and stairs per code



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Rear Exterior Door Replacement

Kitchen

Field verify all measurements

- Remove and dispose of existing and install new steel insulated exterior door. 32" LH Inswing, Lowes item#935587 or equivalent
- Install lockset/deadbolt combination, Lowes item #44928 or equivalent
- Paint door to match exterior/interior colors



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

# Work Specification

Siding

Building Exterior

Exterior

Field verify all measurements

-All LBP and asbestos siding will be removed prior to this siding work and an LBP Clearance conducted

Install new house wrap and siding: all LBP and asbestos siding will already be removed

-Repair/replace any damaged wall sheathing exposed after removal of existing siding

-Install house wrap on wall sheathing, approx 1400 sq ft

-Install vinyl siding on exterior, approx 1400 sq ft, double 5" dutch lap or equivalent, confirm color with homeowner

-Install (3) square vinyl gable vents to replace existing

-Install solid vinyl soffit and metal fascia, approx 205 LF(avg 18"),on existing overhangs. Existing LBP will have been scraped and painted over and ready to wrap

-Install solid vinyl soffit on front porch ceiling, approx 6'x18', and rear porch ceiling, approx 6'x24'

-Install metal trim over wood trim on (10) windows , (2) doors, and approx 72LF of beam



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

# Work Specification

## Front porch floor

Building Exterior

Exterior

Field verify all measurements

-Remove existing concrete porch floor and replace with 4" concrete floor, approx 6'x18'

-Remove brick support columns and replace with (4) 6x6x8 posts



$$\text{Bid Cost: } \frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$$

## Tree work

-Trim tree on right rear corner of the house to get it back off the roof



$$\text{Bid Cost: } \frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$$

# Work Specification

## Roof

Building Exterior

Exterior

Field verify all measurements

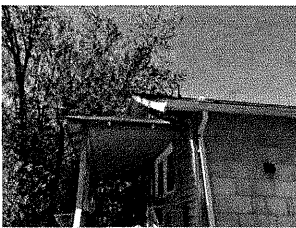
Roof needs to be replaced, approx 16 squares

-Repair sagging rafters on left side around chimney, approx (4)

-Replace sagging barge rafter on left rear gable, approx 17LF

-Support Barge rafter on right front to eliminate overhang sag

-Remove existing shingles and replace with 30yr architectural shingles, consult homeowner for color, install drip edge on all rakes and runs, install new plumbing vent boots



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Gutters

Building Exterior

Exterior

Field verify all measurements

-Remove existing gutters, replace after soffit/fascia work with 5 inch gutters and 3"x4" downspouts, pipe all downspouts at least 5' from house, approx 120LF gutter, 96LF of downspout



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Electrical service

Heating & Plumbing

Exterior

Upgrade electrical service to 200 amp service

Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

# Work Specification

## Plumbing

Heating & Plumbing Exterior

- Water supply lines are mostly pex, inspect and repair/replace drain lines
- Relocate water heater to crawlspace area under the kitchen

$$\text{Bid Cost: } \frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$$

## HVAC

Heating & Plumbing Exterior

Field verify unit size with HVAC contractor

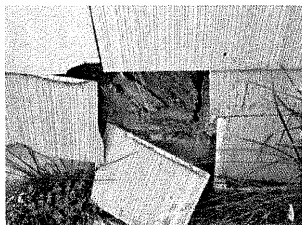
- Install 30K BTU Multi Ductless Mini-Split Outdoor Unit with approx (4) Indoor Heads, size and location to be determined by installer

$$\text{Bid Cost: } \frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$$

## Pest control

Health & Safety Exterior

House shows signs of termites or decay of some sort. Should be inspected/treated



$$\text{Bid Cost: } \frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$$

## Kitchen electric

- Mount surface box at location of GFCI to the left of the sink. Install additional receptacle between existing and left corner using wiremold to add an additional receptacle over the counter space. Protect this receptacle with the existing GFCI

$$\text{Bid Cost: } \frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$$

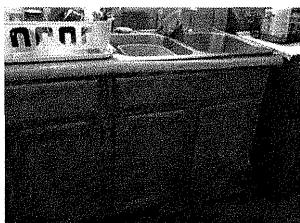
# Work Specification

## Kitchen Cabinets

## Kitchen

Field verify all measurements

- Remove existing counter top, sink base, sink and plumbing connections while floor is leveled.
- After floor is leveled, re-install sink base and other base cabinets if removed
- Install new counter top, approx 9'5"with right end cap, Lowes item#933858 or equivalent, check with homeowner



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Kitchen light

## Kitchen

- Replace ceiling fan, Lowes item# 1133113 or equivalent



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Kitchen Sink

## Kitchen

- Re-install existing SS kitchen sink in new counter top at same location
- Install new sink fixture, Lowes item# 672125 or equivalent, with new braided supply lines and cut-off valves if necessary



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

# Work Specification

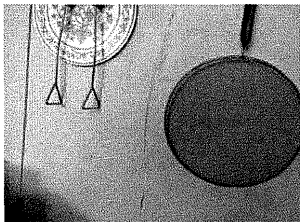
## Kitchen Wall and Ceiling Repair

Kitchen

Field verify all measurements

-Repair damage from framing/settlement issues, secure ceiling board and battons, seal up cracks

-Repaint entire kitchen with satin, semi-gloss or other scrubbable finish, approx 15'8x7'4(approx 120 sq ft), neutral color by homeowner



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

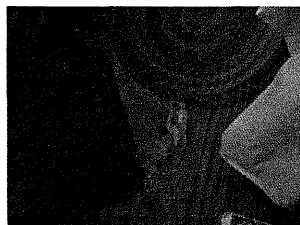
## Kitchen Flooring

Kitchen

Field verify all measurements

-Install vinyl plank flooring, approx 15'8x7'4(approx 120 sq ft),Home Depot Lifeproof or equivalent

-Install primed wood quarter round and transitions as necessary



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Kitchen Range Hood

Kitchen

--Replace range hood and vent through the roof . 30" black or white vented range hood, Lowes item # 632216 or equivalent, roof termination Lowes item# 53066 or equivalent, to be installed through new roof



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

# Work Specification

## Hallway Wall and Ceiling Repair

Hallway

Field verify all measurements

-Patch drywall and repaint all walls and ceiling with primer/paint, neutral color by homeowner. Approx. 4' x 10' x 8' high(40 sq ft floor), w/attic access door/trim



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Total Cost}$

## Hallway Flooring

Hallway

Field verify all measurements

- Remove and dispose of carpet
- Install vinyl plank flooring, Home Depot Lifeproof Sterling Oak or equivalent, approx 10'x4'
- Install primed wood quarter round and transitions as required

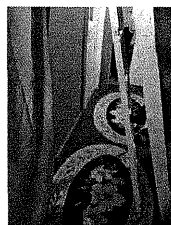


Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Total Cost}$

## Hallway light

Hallway

-Install LED fixture, Lowes item# 1448576 or equivalent



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Total Cost}$

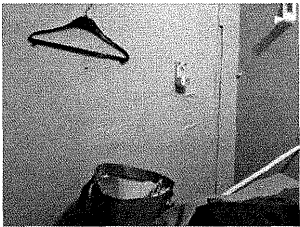
# Work Specification

Middle (Left Side) Bedroom Ceiling /Wall Repair

Middle left side bedroom

Field verify all measurements

Repair ceiling and walls in entire room and paint with primer/paint, approx. 8'7" x 11'9" (100 sq. ft.)



Bid Cost:

X

=

Base

Quantity

Total Cost

Middle (Left Side) Bedroom light

Middle left side bedroom

–Install LED fixture, Lowes item# 1448576 or equivalent



Bid Cost:

X

=

Base

Quantity

Total Cost

# Work Specification

## Middle (Left Side) Bedroom Door

Middle left side bedroom

Field verify all measurements

-Door and part of the frame is missing.Remove remaining frame

-Install prehung 2'6" RH 6 panel masonite door

-Paint to match existing colors

- Install new door hardware privacy lock, Lowes item# 810309 or equivalent

Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Middle Left Side Bedroom Flooring

Middle left side bedroom

Field verify all measurements

-Remove and dispose of existing carpet

-Install vinyl plank flooring, Home Depot Lifeproof Sterling Oak or equivalent, approx. 8'7" x 11'9" (100 sq. ft.)

-Install primed wood quarter round and transitions as necessary



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Second hallway ceiling/walls

Field verify all measurements

-Paint ceiling and walls with primer/paint, neutral color by homeowner, approx 6'8"x3'8"(25 sq ft)

Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

# Work Specification

## Second hallway floor

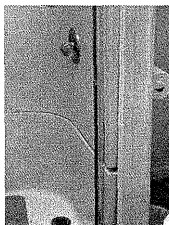
Field verify all measurements

- Remove existing carpet and install vinyl plank flooring, Home Depot Lifeproof Sterling Oak or equivalent, approx 6'8"x3'8"(25 sq ft)
- Install primed wood quarter round and transitions as necessary

Bid Cost:	<u>          </u>	X	<u>          </u>	=	<u>          </u>
	Base		Quantity		Total Cost

## Bathroom Shower

- Shower base has shifted down with floor sag. Remove caulking in surround joint to allow joint to close as floor is leveled. Re-caulk joint after floor is secured

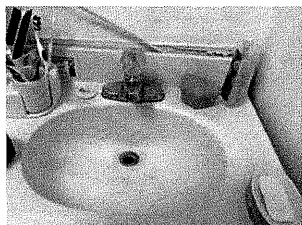


Bid Cost:	<u>          </u>	X	<u>          </u>	=	<u>          </u>
	Base		Quantity		Total Cost

## Bathroom Lavatory/Vanity Replacement

- Replace vanity, faucet and top. 24" w x 19" deep. HD 24.5" Glacier Bay, white, w/cultured marble top, Model #GB24P2-WH,sku #631254 or equal.

- Install Faucet, Moen Banbury 4" Centerset Double Handle In Brushed Nickel HD Store SKU #1006444370, or equal.



Bid Cost:	<u>          </u>	X	<u>          </u>	=	<u>          </u>
	Base		Quantity		Total Cost

# Work Specification

## Bathroom Wall Repair

## Bathroom

-Repair damaged area next to tub after floor leveling, approximately 1' x 3' Repaint to match existing.



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Bathroom floor

Field verify all measurements

-Remove existing vinyl plank flooring and replace with new vinyl plank flooring after the floor is leveled, Home Depot Lifeproof Sterling Oak or equivalent, approx 6'9"x4'5" with a cubby at 3'2"x2'4"(40sq ft)

-Install pvc quarter round and transitions as necessary, caulk quarterround to floor and shower at shower base

Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Bathroom wall heater

-Remove existing non-functioning wall heater if it can't be repaired and replace with Lowes item# 2701730 or equivalent. Repair wall around new heater and paint to match existing wall

Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Living Room light

## Living Room

## Exterior

-Replace ceiling fan, Lowes item# 1133113 or equivalent



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

# Work Specification

## Living Room Ceiling Repair

## Living Room

Field verify all measurements

-Repair damage in ceiling framing. Approx. 15'6" x 14'4" (222 sq. ft.)

-Secure existing ceiling and battons

-Paint walls and ceiling with primer/paint, neutral color by homeowner



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Living Room Flooring

## Living Room

Field verify all measurements

-Remove and dispose of carpet and replace with vinyl plank flooring, Home Depot Lifeproof Sterling Oak or equivalent, Approx. 15'6"x14'4"( 225 sq. ft.)

-Install primed wood quarter round and transitions as necessary

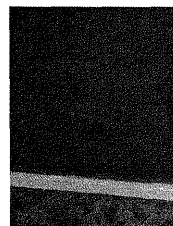


Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Right Rear Bedroom light

## Right rear bedroom

-Install LED fixture, Lowes item# 1448576 or equivalent



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

# Work Specification

## Right Rear Bedroom Door

Right rear bedroom

- Align door after floor leveling to make gap as consistent as possible
- Install new privacy lock, Lowes item # 810309 or equivalent



Bid Cost: \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_  
Base Quantity Total Cost

## Right Rear Bedroom Ceiling/Wall Repair

Right rear bedroom

Numerous holes and cracks. Repair sagging framing, repair and repaint. Approx. 11'2" x 11'4" (125 sq. ft.)



Bid Cost: \_\_\_\_\_ X \_\_\_\_\_ = \_\_\_\_\_  
Base Quantity Total Cost

# Work Specification

## Right Rear Bedroom Flooring

Right rear bedroom

Verify all field measurements

-Remove and dispose of carpet and replace with vinyl plank flooring, Home Depot Lifeproof Sterling Oak or equivalent, approx 11'2"x11'4"(130 sq ft)

-Install primed wood quarter round and transitions as necessary



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Main(Front Right) Bedroom light

Bedroom

-Install LED fixture, Lowes item# 1448576 or equivalent



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Main (Right Front) Bedroom Window Repair

Bedroom

-Check operation of side window, adjust for sash to work properly



Bid Cost:  $\frac{\text{Base}}{\text{Quantity}} \times \text{Quantity} = \text{Total Cost}$

## Work Specification

### Main (Right Front) Bedroom Ceiling/Wall Repair

## Bedroom

**Field verify all measurements**

**-Repair holes and cracks and repaint walls and ceiling, 12'4" x 11'6" (approx.145 sq. ft.) with primer/paint, neutral color by homeowner**



**Bid Cost:**                      X                      =                       
                     Base                      Quantity                      Total Cost

### Main (Right Front) Flooring

## Bedroom

- Remove and dispose of worn carpet

**-Install vinyl plank flooring, Home Depot Lifeproof Sterling Oak or equivalent, approx. 11'6" x 12'4" (145 sq. ft.)**

**-Install primed wood quarter round and transitions as necessary**



**Bid Cost:**                      X                      =                       
                     Base                      Quantity                      Total Cost

## Interior electrical

**-Inspect all switches, receptacles and GFCI devices throughout house for proper function and replace as necessary**

$$\text{Bid Cost: } \frac{\text{Base} \times \text{Quantity}}{\text{Total Cost}}$$

## Smoke/CO Detectors

-Install (4) Combination Smoke and Carbon Dioxide Detectors in house: (1) in each bedroom(3) and (1) in hallway from Living Room to Kitchen

**Bid Cost:**                      X                      =                       
                     Base                      Quantity                      Total Cost

## Certification

Contractor Name:

**Total Cost:**

**Signature:** \_\_\_\_\_

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

**Portion of the Work to be Performed by HUB Certified/Minority Businesses****(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.

This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of \_\_\_\_\_ I do hereby certify that on the  
(Name of Bidder)

(Project Name)  
Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_ % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

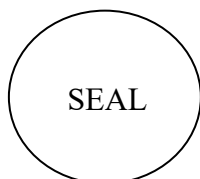
\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires \_\_\_\_\_

### Good Faith Efforts

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
(Name of Bidder)

(Project Name)  
Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted.**

**Examples** of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

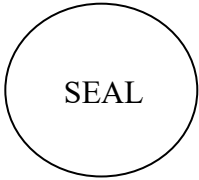
The undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

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

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



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



## HOUSING ASSISTANCE

### CONTRACT FOR HOME REPAIRS/MODIFICATIONS

COUNTY OF Henderson

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between \_\_\_\_\_ (hereinafter referred to as “the Contractor”) and \_\_\_\_\_ (hereinafter referred to as “Owner”), with The Housing Assistance Corporation (the Coordinating Agency”) acting as an interested third party.

### WITNESSETH

THAT wherein the Contractor and the Owner by mutual agreement for the consideration hereinafter set forth, do hereby agree as follows:

#### ARTICLE I: Scope of Work

THAT the contractor shall furnish all labor, materials, equipment, supervision and services required to perform all the work described in the Work Specification dated October 3, 2023, and consisting of 19 pages.

THAT the parties agree that there shall be no change in the Contract or in the Work Specification/Specifications unless reduced to writing as a Change Order and duly executed as an addendum to this Contract by the parties hereto.

#### ARTICLE II: Contract Documents

THAT the Contract consists of this document as well as the “Non-Collusive Affidavit of Prime Bidder (the bid),” the “Work Specification” and attendant drawings, the “Notice to Proceed,” and the “General Specifications” of the Coordinating Agency which, together with this Agreement, form the entire contract between the parties hereto, and are hereby incorporated in this Agreement by reference.

#### ARTICLE III: Contract Sum

THAT for the services rendered under the terms and conditions of this Contract by the Contractor, the Owner or its representative shall pay the Contractor, subject to any additions and deductions, as provided in Article I of this Contract, the sum of \_\_\_\_\_ DOLLARS AND \_\_\_\_\_ CENTS (\$\_\_\_\_\_) upon the completion of the work described in this contract.

#### ARTICLE IV: Payment Schedule

THAT the contractor shall be entitled to a progress (partial) payments monthly as attested upon inspection by The Housing Assistance Corporation.

THAT upon completion of all (100%) of contracted work and the execution of the Coordinating Agency's "Certificate of Final Inspection" and the "Owner Certificate of Satisfaction," final payment will be issued on the Owner's behalf. Prior to payment the Contractor shall execute a "Contractor's Release of Liens."

#### **ARTICLE V: Time of Commencement and Completion of Work**

THAT the Contractor agrees to begin work under this contract within five calendar days of the date stipulated in the written "Notice to Proceed" which shall be issued by the Coordinating Agency on the Owner's behalf.

THAT work shall be satisfactorily completed by the Contractor by                     .

#### **ARTICLE VI: Contract Time Extensions**

THAT it is expressly understood and agreed that the time for completion of the work described herein is a reasonable time, taking into consideration the prevailing climatic and economic conditions. Time extensions shall be granted to the Contractor only for the following reasons:

- A. Unforeseeable causes beyond the control and without fault or negligence of the Contractor, including but not limited to, acts of God, acts of the Owner or fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and abnormal and unforeseeable weather;
- B. Any delays of Subcontractors occasioned by any of the causes specified in paragraph A, above; and/or,
- C. Delays caused by the addition of work to the contract through Change Orders.

THAT the Coordinating Agency shall determine a reasonable length for the contract extension time.

#### **ARTICLE VII: Guarantee of Materials and Workmanship**

THAT all work performed under this agreement shall be done in a good and workmanlike manner, using quality materials.

THAT the Contractor does hereby guarantee all materials and workmanship supplied under this contract to be a quality meeting the standards current in the N.C. Uniform Residential Building Code and shall correct any defect or deficiency that may occur or become evident during the period of twelve (12) months from and after the date of execution of the Certificate of Final Inspection.

THAT any damage to the building, ground or appurtenances that is the result of the construction work performed by the Contractor will also be corrected by the Contractor at no cost to the Owner or the Coordinating Agency. The Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment under this contract.

## **ARTICLE VIII: Protection of Persons and Property**

THAT the Contractor shall exercise proper precaution at all times for the protection of persons and property, on or off the site, which occur as a result of performance of the work.

THAT the Contractor shall keep the premises reasonably clean and orderly during the course of the construction and, if the house is occupied, the Contractor shall make every effort to minimize disruption of the occupants' daily routine.

THAT the Contractor shall remove debris as it is generated so as to reduce the risk of accidents, infestation and/or damage to plants/lawns. All debris shall be removed from the site prior to final payment. (Unless otherwise agreed, all materials and equipment that have been removed and/or replaced as a part of the work herein described shall belong to and be the responsibility of the Contractor).

THAT the contractor shall take or have taken any and all necessary precautions to prevent undue exposure of workmen and/or occupants to occupational health hazards such as solvents, asbestos, dust, fumigants, etc. No lead-based paint shall be used.

## **ARTICLE IX: Owner Responsibilities**

THAT the Owner shall permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to carry out and complete the work. If the subject building is vacant it shall be the Owner's responsibility (unless otherwise agreed) to provide electrical service for the Contractor's use prior to the stipulated date of commencement.

THAT the Owner shall cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, pictures, keepsakes, furniture, etc., as necessary.

THAT the Owner shall allow the Contractor to work at the site during the contract period between 8:00 a.m. and 6:00 p.m., Monday through Friday (excluding legal Holidays) or as outlined by agreement in the Preconstruction Conference Record.

THAT the Owner shall permit the Coordinating Agency, or its designee, or other funding source assisting in the financing of the Contract to examine and inspect the rehabilitation work.

## **ARTICLE X: Resolution of Disputes**

THAT in the event that there is any question or dispute with respect to the interpretation or the manner of implementation of this Contract or related documents or relating to the execution, progress and completion of, or payment for, the work, the Owner and the Contractor agree that the Coordinating Agency shall resolve any such dispute in accordance with the General Conditions hereto and such resolution shall be final and binding upon the parties. If formal resolution becomes necessary, the Coordinating Agency shall provide a written Finding to each party within ten (10) calendar days.

**ARTICLE XI: Acceptance and Final Payment**

THAT upon receipt of notice that the work is ready for final inspection and acceptance, the Owner and the Coordinating Agency shall promptly make such inspection. When the work is found acceptable under the Contract and the Contract fully performed, the Owner shall sign a Certificate of Satisfaction, the Coordinating Agency shall execute a Certificate of Final Inspection, and payment to the Contractor shall be authorized in an amount sufficient to cover the Contract amount.

THAT prior to payment, the Contractor shall submit written certification that all payrolls, materials bills and other indebtedness connected with the Contracted work have been paid and that the Contractor will hold the Owner harmless from all claims of liens for labor or materials furnished or used in the performance of the work, whether by the Contractor or by any subcontractor.

**ARTICLE XII: Insurance and Licensing**

THAT the Contractor shall furnish the Coordinating Agency evidence of comprehensive liability insurance protecting the Owner evidence of Workmen's Compensation on all employees of himself and any subcontractor in such amounts as are stated in the General Conditions of the Contract.

THAT the contractor shall obtain all permits and licenses necessary for the completion and execution of the work and labor performed. The Contractor shall perform all work in conformance with applicable local codes and requirements whether or not so indicated in the Work Specification.

**ARTICLE XIII: Non-Assignment of Contract**

THAT the Contractor shall not assign this Contract without the prior written consent of the Owner and the Coordinating Agency. The request for assignment must be addressed to The Housing Assistance Corporation. (Coordinating Agency).

**IN WITNESS WHEREOF**, by signature affixed below, said Contractor and Owner do hereby approve and accept all terms and conditions of this Contract as herein stated.

—  
\_\_\_\_\_  
Owner(s) Signature

\_\_\_\_\_  
Contractor Signature

BY: \_\_\_\_\_  
Print Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

The Housing Assistance Corporation,  
Coordinating Agency

BY: \_\_\_\_\_  
David Stoneman, Director of Housing Rehabilitation and Home Repair

1. DEFINITIONS

Owner: "Owner" or "Property Owner" shall mean, the property owner for the Project

Contractor: "Contractor" shall mean the entity that will provide the services for the Owner.

Coordinating Agency: The Housing Assistance Corporation. The Coordinating Agency shall act as the liaison between the Owner and the Contractor, and shall assist the Owner in overseeing the Project, including but not limited to observing the work for compliance with the Work Specification, and reviewing and approving requests for payment from the contractor.

The Project Coordinator: The Director of Housing Rehabilitation and Home Repair for the Coordinating Agency.

They will be referred to hereinafter as if each were of the singular number, masculine gender.

2. Scope of Services. The Contractor agrees to perform for the Coordinating Agency and the Owner the following services according to the following requirements:

The Contractor agrees to complete the construction of the Project in accordance with the Contract Documents. Such construction of the Project shall constitute the "Work." The Contractor agrees to provide all of the personnel, contract personnel, subcontractors, financial resources, materials, supplies, and equipment necessary to complete the Work in a timely and professional manner in accordance with the standards of the profession for similar work in the Henderson County area at the time of the performance of the Work.

3. Contract Documents. The Contract Documents consist of the Invitation to Bid, Instructions to Bidders, Bid Proposal Form, Non-collusion and conflict of interest affidavit, Substitution Listing, all Addenda issued, the Contract Drawings, the Standard Form Contract, and the General Conditions of the Construction Contract. The documents and specifications are complementary, one to the other. That which is shown or called for in the specifications shall be as binding as if it were both called for and shown. The intent of the drawings and specifications is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. In case of discrepancy or disagreement in the Contract Documents, the order of precedence shall be the Construction Contract, the Bid Proposal Form, Addenda, the Work Specification, the Instructions to Bidders, the General Conditions of the Contract, the Invitation to Bid, and the Non-collusion and conflict of interest affidavit.
4. Licensure Required. The Contractor must be a licensed General Contractor as required by North Carolina General Statutes Section 87-1, and must have a good ethical and professional standing with the North Carolina General Contractor's Licensing Board. The Contractor will be responsible for providing properly qualified, licensed (if required) personnel to complete the Work in accordance with the standard of care ordinarily used by members of the Contractor's profession practicing under similar circumstances and at the same time in Henderson County.
5. Coordination With Others. The Contractor agrees to coordinate its Work with the work of any other unaffiliated contractors to avoid delaying or interfering with their work.
6. Contract Insurance. Contractor shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the Housing Assistance Corporation, naming the Housing Assistance Corporation and the City of Hendersonville as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the Housing Assistance Corporation.
7. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the Coordinating Agency. The Contractor will have 120 consecutive calendar days to complete the Work from the date of Contractor's receipt of the Notice to Proceed.
8. Payment for Services. The City of Hendersonville will act as the construction lender for the Project. In consideration of the above services, the Contractor will be paid as follows. The Contractor shall, not more frequently than monthly, submit a payment request to the Project Coordinator for work performed plus reimbursable expenses at the Contractor's actual cost (without markup). Contractor will submit monthly Requests for Payment for Work performed to the Project Coordinator for Review. The Request for payment shall be based upon the Contractor's estimate of the percentage of the total Work completed during the period represented on the Request for Payment. The Project Coordinator must certify that the Work represented in the Contractor's Request for Payment has been completed in

accordance with the Contract Documents, and certify to the Property Owner and to the City of Hendersonville that the Request for Payment is appropriate for payment. If any Request for Payment is disputed by the Project Coordinator, in whole or in part, the Project Coordinator shall provide a written explanation for such dispute to Contractor within five days of receipt of the certified Request for Payment and shall submit all undisputed amounts therein to the Property Owner and to the City of Hendersonville for payment. Both the Property Owner and the Project Coordinator must approve a Request for Payment prior to the City of Hendersonville having any obligation to pay the Request for Payment.

a. The Project Coordinator shall withhold payment for the following reasons:

- (1) Faulty work not corrected.
- (2) The unpaid balance on the contract is insufficient to complete the work in the judgment of the Project Coordinator.
- (3) To provide for sufficient contract balance to cover liquidated damages that will be assessed.
- (4) Claims filed against the Contractor or evidence that a claim will be filed.
- (5) Evidence that subcontractors have not been paid.
- (6) When grounds for withholding payments have been removed, payment will be released.

b. Final payment will be made within forty-five (45) consecutive days after acceptance of the work, receipt of marked-up "as-built" drawings and specifications and the submission both of notarized Contractor's affidavit and final pay request.

THE CONTRACTOR'S FINAL PAYMENT AFFIDAVIT SHALL STATE: "THIS IS TO CERTIFY THAT ALL COSTS OF MATERIALS, EQUIPMENT, LABOR, SUBCONTRACTED WORK, AND ALL ELSE ENTERING INTO THE ACCOMPLISHMENT OF THIS CONTRACT, INCLUDING PAYROLLS, HAVE BEEN PAID IN FULL."

9. Acceptance. Execution of the Contract constitutes an agreement to the terms contained within the Contract Documents. The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor, the Property Owner and the Coordinating Agency with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance with the Contract Documents that may appear in Contractor's proposal, acknowledgment, Requests for Payment, or in any other communication from Contractor to the Project Coordinator shall be deemed accepted by or binding on the Project Coordinator, the Coordinating Agency, or the Property Owner. The Coordinating Agency and the Property Owner hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the Coordinating Agency and the Property Owner's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions are subject to correction.
10. Working Drawings And Specifications At The Job Site. The Contractor shall maintain, in readable condition at his job site one complete set of working drawings and specifications for his work including all shop drawings. Such drawings and specifications shall be available for use by the owner, Project Coordinator or their authorized representative. The Contractor shall also maintain at the job site, a day-to-day record of work-in-place that is at variance with the contract documents. Such variations shall be fully noted on Project drawings by the Contractor and submitted to the Project Coordinator upon Project completion and no later than 30 days after acceptance of the Project.
11. Materials, Equipment, Employees. The Contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, heat, sanitary facilities, water, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the plans, stated in the specifications, or reasonably implied therefrom, all in accordance with the contract documents.
  - a. All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.
  - b. Upon notice, the Contractor shall furnish evidence as to quality of materials.
  - c. Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any

manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed. However, the Contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Request for substitution of materials, items, or equipment shall be submitted to the designer for approval or disapproval; the designer prior to the opening of bids shall make such approval or disapproval. Alternate materials may be requested after the award if it can clearly be demonstrated that it is an added benefit to the owner and the designer and owner approves.

- d. The Project Coordinator is the judge of equality for proposed substitution of products, materials or equipment.
  - e. If at any time during the construction and completion of the work covered by these contract documents, the language, conduct, or attire of any workman of the various crafts be adjudged a nuisance to the owner or designer, or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from grounds.
  - f. The Contractor shall cooperate with the Project Coordinator and the Property Owner in coordinating construction activities; however to the extent practicable, all communication with the Contractor shall be between the Project Coordinator and the Contractor. The Project Coordinator shall act as the liaison between the Property Owner and the Contractor.
  - g. The Contractor shall maintain qualified personnel and effective supervision at the site at all times during the Project, and exercise the appropriate quality control program to ensure compliance with the Project drawings and specifications. The designer is responsible for determining compliance with the drawings and specifications.
12. Cleaning Up And Restoration Of Site. The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the Project Coordinator. Before final inspection and acceptance of the Project, the Contractor shall thoroughly clean the sites, and completely prepare the Project and site for use by the Owner. At the end of construction, the Contractor shall oversee and implement the restoration of the construction site to its original state. Restoration includes but not limited to walks, drives, lawns, trees and shrubs, corridors, stairs and other elements shall be repaired, cleaned or otherwise restored to their original state.
13. Codes, Permits And Inspections. The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Project Coordinator in writing. All work under this contract shall conform to the current North Carolina Building Code and other state and national codes as are applicable. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Project Coordinator and the Owner, he shall bear all cost arising there from.
- All fire alarm work shall be in accordance with the latest State Construction Office (SCO) Guidelines for Fire Alarm Installation (NFPA72). Where the contract documents are in conflict with the SCO guidelines, the SCO guidelines shall govern. The Contractor shall be responsible for all the costs for the correction of the work where he installs it in conflict with the latest edition of the SCO Guidelines for Fire Alarm Installation..
14. Protection Of Work, Property, The Public And Safety. The Contractor shall be solely responsible for the safety and protection of entire site and the building or construction of the same and provide all the necessary protections, as required by the owner or Project Coordinator, and by laws or ordinances governing such conditions. The Contractor shall be responsible for any damage to the owner's property or of that of others on the job, by them, their personnel, or their subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for any damages caused to the owner. Contractor shall have access to the Project from 8 am until 6 pm, Monday through Friday (excluding legal holidays). No work shall be performed on Saturday or Sunday.
- a. The Contractor shall provide cover and protect all portions of the structure when the work is not in progress, provide and set all temporary roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building, whether set by him, or any of the subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the owner or the Coordinating Agency or the City of Hendersonville as the lender.
  - b. No fires of any kind will be allowed inside or around the operations during the course of construction without special permission from the Project Coordinator and owner.
  - c. The Contractor shall protect all trees and shrubs designated to remain in the vicinity of the operations by building substantial boxes around it. He shall barricade all walks, roads, etc., as directed by the designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night.
  - d. The Contractor shall provide all necessary safety measures for the protection of the Property Owner and all persons on the job, including the requirements of the A.G.C. Accident Prevention Manual in Construction, as amended, and shall fully

comply with all state laws or regulations and North Carolina State Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

- e. The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, Federal Register), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155.
- f. In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the Contractor on account of such action shall be determined as provided for under Article 13(b).

Any and all costs associated with correcting damage caused to adjacent properties of the construction site or staging area shall be borne by the Contractor. These costs shall include but not be limited to flooding, mud, sand, stone, debris, and discharging of waste products.

15. As-Built Marked-Up Construction Documents. Contractor shall provide one complete set of legible "as-built" marked-up construction drawings and specifications recording any and all changes made to the original design during the course of construction. In the event no changes occurred, submit construction drawings and specifications set with notation "No Changes." The Project Coordinator and Owner must receive "As-built" marked-up construction drawings and specifications before the final pay request can be processed.
16. Entire Agreement. The Contract Documents constitute and represent the complete and entire agreement between the Owner, the Coordinating Agency and Contractor and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
17. Changes, Additions, Deletions. No changes, additions, deletions or modifications (other than substitutions accepted by the Project Coordinator at the time the contract is awarded) of the scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted unless the same are incorporated into a written Change Order, signed by the Project Coordinator, the Owner and the Contractor. However, the Contractor will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the Coordinating Agency and the Owner or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the Contractor will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
18. Change Orders. Change orders shall be submitted by the Contractor in writing to the owner and Project Coordinator for review and approval. The Contractor will provide such proposal and supporting data in suitable format. The Project Coordinator shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the Contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within five (5) days after receipt of the Contractor's accepted proposal including all supporting documentation required by the Project Coordinator, the Project Coordinator shall prepare the change order and forward to the Contractor for his signature or otherwise respond, in writing, to the Contractor's proposal. Within five (5) days after receipt of the change order executed by the Contractor, the Project Coordinator shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature. The owner shall execute the change order, within five (5) days of receipt.
  - a. A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the Project as a result of the change in the work.
  - b. If, during the progress of the work, the Project Coordinator requests a change order and the Contractor's terms are unacceptable, the Project Coordinator, may require the Contractor to perform such work on a time and material basis whereupon the Contractor shall proceed and keep accurately on such form as specified by the Project Coordinator, a correct account of cost together with all proper invoices, payrolls and supporting data. Upon completion of the work a change order will be prepared with allowances for overhead and profit and "net cost" and "cost." Without prejudice, nothing in this paragraph shall preclude the owner from performing or to have performed that portion of the work requested in the change order.
19. Relationship of the Parties. The Contractor is an independent Contractor and not an affiliate of the Coordinating Agency or the City of Hendersonville. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the Coordinating Agency or the City of Hendersonville. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.

20. Sales Taxes. Any applicable sales taxes shall be invoiced as a separate item.
21. Substitutions. Substitutions proposed by the Contractor which are accepted by the Project Coordinator shall be considered a modification to the Contract Documents. No other substitutions shall be made by the Contractor unless the same is put into a Change Order, signed by the Project Coordinator, the Owner and Contractor.
22. Indemnification. To the greatest extent allowed by the law the Contractor shall indemnify and hold harmless the Coordinating Agency, the Property Owner, and the City of Hendersonville, and their officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"), arising out of or in any manner related to the Contractor's performance of the work. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Contractor shall indemnify and save harmless the Coordinating Agency, the Property Owner, the City of Hendersonville, and their officers, agents, employees and assigns from all loss or the payment of all sums of money.
23. Anti-Discrimination. During the performance of the Contract, the Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
24. Insurance. The Contractor shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The Contractor shall provide the Property Coordinator with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
25. Ethics in Public Contracting. By submitting their prices and acceptance of this Contract, the Contractor certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
26. Applicable Laws and Courts. This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and exclusive venue shall be proper only in a court of competent jurisdiction located in Henderson County, North Carolina. The Contractor represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
27. Strict Compliance. The Project Coordinator and the Owner may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
28. Assignment. The Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the Project Coordinator and the Property Owner.
29. General Provisions. The Property Owner's and Coordinating Agency's remedies as set forth herein are not exclusive. Any delay or omission by the Property Owner or the Coordinating Agency in exercising any right hereunder, or any waiver by the Coordinating Agency or the Property Owner of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
30. Risk of Loss. Risk of Loss for all supplies, materials, the Work performed, and the Project as it is being constructed, shall be on the Contractor until such time as substantial completion is achieved, certified by the Project Coordinator, and approved by the Owner and the City of Hendersonville as lender.
31. Warranties. The Contractor warrants it shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Henderson, and the City of Hendersonville in the performance of the Work outlined in this Contract and any attached specifications. The Contractor warrants that any finished Work completed hereunder shall also adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Henderson, and the City of Hendersonville. The Contractor warrants that all Work will be performed in accordance with this Contract and the standard of care ordinarily used by members of the Contractor's engineering profession practicing under similar circumstances and at the same time in Henderson County. Contractor shall be required to repair any defective or faulty construction or work without additional cost to the Coordinating Agency, the Owner or the City of Hendersonville for a period of one year, beginning on the date of execution of the Certificate of Final Inspection.
32. Default. In the event of a breach by the Contractor, addition to any other remedies available to the Coordinating Agency and the Owner in law or equity, the Coordinating Agency or the Owner may procure upon such terms as they deem appropriate, construction services substantially similar to those so terminated, in which case the Contractor shall be liable to the Coordinating Agency and the Owner for any excess costs for such similar services and any expenses incurred in connection therewith. This Contract shall not terminate if the alleged default is cured within a ten (10) day notice period. In the event this Contract is

terminated by the Project Coordinator or the Owner for the default of the Contractor, the Coordinating Agency and the Owner shall be entitled to keep and use Work, including materials and supplies on site provided by the Contractor in finishing the construction of the Project.

33. Termination for Convenience. The Project Coordinator and the Owner shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) day notice in writing to the Contractor. If the Contract is terminated in accordance with this paragraph, the Contractor will be paid for all Work performed and reimbursable expenses incurred up to the effective date of the termination. The Coordinating Agency and the Owner will not be liable to the Contractor for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
34. Assignment. Contractor may not assign, pledge, or in any manner encumber the Contractor's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the Coordinating Agency and the Owner's prior, express written consent. Hiring a subcontractor to perform any portion of the Work shall be at the Contractor's discretion; however Contractor shall remain liable and responsible to the Coordinating Agency and the Owner for all such Work completed by subcontractors.
35. No Third Party Beneficiaries. There shall be no intended nor incidental third party beneficiaries of this Contract except as to the City of Hendersonville as expressly provided herein and in its capacity as lender. The Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries.
36. Reserved.
37. Verification of Work Authorization. The Contractor shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
38. Iran Divestment List. With the execution hereof, Contractor, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
39. Severability. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
40. Dispute Resolution. As a precondition for filing a lawsuit related to a dispute under this Agreement, a party must comply with the City of Hendersonville Rules Implementing Mediated Settlement Conferences for City of Hendersonville Construction Projects, the "Dispute Resolution Procedure."

### MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Coordinating Agency. The Coordinating Agency, the Owner and the City of Hendersonville shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and additional insureds of such cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. Worker's Compensation and Employer's Liability

The Contractor shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of \$100,000.

b. Comprehensive General Liability Insurance

The Contractor shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: \$1,000,000 per occurrence / \$2,000,000 aggregate

Property Damage: \$100,000 per occurrence / \$300,000 aggregate

Or,

Bodily Injury and Property Damage, combined single limit (CSL): \$1,000,000 per occurrence / \$2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. Deductible

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Contractor.

d. Other Insurance

The Contractor shall obtain such additional insurance as may be required by the Coordinating Agency, the Owner and the City of Hendersonville or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. Proof of Carriage

The Contractor shall furnish the Coordinating Agency, the Owner and the City of Hendersonville with satisfactory proof of carriage of the insurance required before written approval is granted by the Coordinating Agency, the Owner and the City of Hendersonville