



INSTRUCTIONS TO BIDDERS

For Rehabilitation Activities
(REBID)

TOWN OF LELAND
COMMUNITY DEVELOPMENT BLOCK GRANT – NEIGHBORHOOD REVITALIZATION (CDBG-NR)

SUBMIT BID TO:

IF MAILING BID:
Town of Leland Planning Department Attn: Project Manager 102 Town Hall Drive (Delivery Service) Leland, NC 28451

IF DELIVERING BID IN PERSON AT BID OPENING:
Leland Town Hall 102 Town Hall Drive Leland, NC 28451

BID OPENING	
DATE:	Monday, December 9, 2024
TIME:	2:00 PM EST

Bid Package prepared by:



5030 New Centre Drive, Suite A
Wilmington, North Carolina 28403
(910) 392-0060
www.insight-pd.com

PART A. GENERAL INFORMATION FOR BIDDERS

1. Authority and Responsibility

The "Local Authority" referred to throughout this Instructions to Bidders shall mean, either singly or as a group, a specific program(s), policy(s) and practice(s), and/or a specific Department(s), Division(s), Section(s) and staff person(s), of the local unit of government that provides the funds for the housing improvements regulated by the Insight Contractor's Handbook. Each successful Bidder shall enter into a Contract for Housing Construction Work with the Homeowner of each dwelling to be rehabilitated or constructed (the "Owner"). The Local Authority shall serve as the "Owner's Representative", responsible for the administration of the work covered by these General Provisions and Construction Specifications, only to the extent referenced therein.

The "Local Building Inspector" is the designated administrative authority that checks and approves plans and issues permits to allow performance of property improvement projects, and which approves the work performed under the specific permit(s) issued for said projects, all in accordance with the adopted codes of the Local Authority.

The "Insight Construction Manager" is the staff member of Insight Planning & Development, LLC, who is assigned with the duty to manage and operate specific assigned housing improvement programs and projects, with the support of the staff of the Local Authority. The Insight Construction Manager shall serve as the project quality control inspector and coordinator, carrying out all the functions of contract administration with the goal of providing project quality in accordance with the Insight Contractor's Handbook, and providing timely construction scheduling and completion. With assistance from appropriate local staff, the Insight Construction Manager shall interpret the adopted codes of the Local Authority and the general provisions and construction specifications included herein. The Insight Construction Manager shall not take the place of the appropriate Local Building Inspector, who shall serve as the ultimate local authority regarding interpretation of the applicable building and development codes and ordinances.

The "Contractor" is both of the following: a) the name of the building construction company and its Owner(s) performing a project under an executed housing improvement contract; and b) the unlicensed or state licensed building Contractor, and/or subcontractor, or authorized representative who has signed and executed the project contract documents. The Contractor shall perform all work described in the Scope of Work (line item specifications and plans), in accordance with the contract documents and the general provisions and specifications included herein. The Contractor shall perform as project manager, maintaining continuous contact with the Owner and the Insight Construction Manager regarding the project status and any problems. The Contractor shall attempt to resolve minor problems with the assistance of the Owner when the task and the solution are nominal and implied in the scope of work and general provisions, without reliance on the expertise of the Insight Construction Manager or Local Building Inspector.

The "Owner" is the legal Homeowner of record who enters into a contractual agreement with the Contractor for housing improvement sponsored by the Local Authority. The Owner shall make decisions and choices with the assistance of the Contractor regarding minor problems, general progress of the project and those items which require choice of color (and style, if applicable), and with the assistance of the Insight Construction Manager changes in the original scope of work and general progress of the project. The Owner shall cooperate with the Contractor in a manner that will allow the work to progress as rapidly as possible, as outlined in the Attachments to the Contract for Housing Construction Work.

2. Bid Procedures

Pre-Bid Conference/Delivery of Bid Documents. The Owner's Representative may require Bidders to attend a mandatory Pre-Bid Conference as a prerequisite to bidding on a particular project or projects. Bid packages consisting of Instructions to Bidders, Work Write-ups, Contractor's Handbook, and Bid Forms will be issued to the

Contractor at the pre-bid conference held for that specific bid opening. It is the responsibility of the Contractor to attend the pre-bid conference and obtain the bid packages for each bid opening. Those not attending an advertised mandatory pre-bid conference will not be eligible to bid, unless they have received written exemption from the Owner's Representative.

Explanations to Bidders. The Contractor must satisfy himself as to the labor and materials needed. Any explanation desired by a Bidder regarding the meaning or interpretation of the advertisement for bids, drawings, specifications, etc., must be requested in writing to the Owner's Representative with sufficient time allowed for a reply to reach Bidders before the submission of their bids. Any interpretation made will be in the form of an addendum to the invitation for bids, drawings, specifications, etc., and will be furnished to all prospective Bidders. Its receipt by the Bidder must be acknowledged in the space provided on the bid form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding. No changes to specifications will be permitted within three calendar days prior to the bid opening.

Conditions Affecting the Work. The Contractor certifies, by submission of a bid, that the Contractor has inspected each property included in his formal bid and has become familiar with the conditions under which the proposed work will be performed and with the requirements of the Insight Contractor's Handbook. Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner's Representative will assume no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the advertisement for bids, the specifications, or related documents.

Trade or Brand Name. When a trade or brand name for a particular article, fixture, or object is specified in the work write-up or the Construction Specifications, it is meant only as a reference for standards, and any other manufacturer of a similar article, fixture, or object may meet the specification if the Insight Construction Manager agrees that the alternative product is reasonably equivalent to the product requested in the written specifications. All Contractor requests for alternative products must be made in writing.

Preparation of Bids. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, the person signing the bids must initial each erasure or change. E-mailed or faxed bids will not be considered, unless written authorization is provided to the Contractor by the Owners' Representative. The Contractor's Bid Proposal must be properly executed and submitted on the form provided. Bids by Contractors must be received by the Owner's Representative at the time and place specified in the Instructions to Bidders. The Proposal shall be made part of the Contract Documents.

No bid will be considered unless all individual work items on each Bid Form/Scope of Work (including formal addenda) are priced. In case of error in the total bid, the prices quoted for individual work items shall govern. Unless called for, alternate bids will not be considered.

Modification of bids already submitted will be considered if received at the office designated in the Instructions to Bidders by the time set for opening of bids.

Submittal of Bids. Sealed bids will be submitted to **(1) If mailing bid: Leland Community Development Department, Attn: Heather Matuse, CDBG Project Manager, 102 Town Hall Drive (Delivery Service) Leland, NC 28451; (2) If delivering bid at bid opening: Leland Town Hall, located at 102 Town Hall Drive, Leland, NC 28451, prior to the designated bid opening time.** Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, the name of the project for which the bid is submitted, and the date and time of the bid opening. If it is questionable that the postal service can deliver your bid prior to the bid opening time, the bid should be hand-delivered. **Telephoned bids, emailed bids, or faxed bids cannot be accepted without written**

approval by the Insight Construction Manager or other authorized representative of the Local Authority. All bids submitted must be typed or written in ink and signed by the Contractor's designated representative. **All bid forms, an itemized bid summary for each unit, and all requested certifications must be submitted; failure to include all forms may result in rejection of a bid.** Valid bids are expected from each Contractor. Submission of "courtesy bids" will be grounds for removal from participation in the applicable housing improvement program. Any bid may be withdrawn without prejudice prior to the official bid opening time.

Bids will be opened on Monday, December 9, 2024 at 2:00pm EST at Leland Town Hall, located at 102 Town Hall Drive, Leland, NC. Contractors are welcome to be present at bid openings, but attendance is not required.

Award of Contract. Procurement procedures for federally-funded construction activity carried out during housing improvement grant programs are defined in 24CFR85.36 or equivalent federal regulations for hazard mitigation programs. The Owner's Representative has also adopted a formal procurement policy for housing grant programs and a specific policy for award of rehabilitation/new construction contracts. Award of a contract for each individual housing unit will be made to that responsible Bidder whose bid, conforming to the invitation for bids, is most advantageous to the Owner's Representative, price and other factors considered. The Owner's Representative may, when in its interest, reject any or all bids or waive any informality in bids received.

Grant program procedures require that separate bid prices be submitted for each unit to be rehabilitated or constructed and that a separate contract be awarded for each individual unit to be rehabilitated or constructed. An individual contract award will be based on the lump sum bid submitted for that specific unit, corrected if necessary for errors in the addition of individual work items.

The Owner's Representative reserves the right to reject low bids and to rescind bid awards in accordance with its written Contract Award Policy, which considers factors such as programmatic factors beyond the Owner's Representative's control and a bidder's inability to meet performance standards outlined herein.

The Bidder is advised that the Owner's Representative will receive a bid solely on behalf of the Owner and that any contractual arrangement for performance of the work will be between the Contractor and the Owner. The Owner's Representative and its agents will neither be a party thereto, nor liable thereon. On behalf of the Owner, the Owner's Representative awards the contract, conducts inspections of work in progress, completes final inspections, and coordinates building code compliance with the local Building Inspections Department.

The acceptance of the bid and awarding of the contract may be subject to the Owner receiving supplemental financing.

3. Licensing Requirements

Contracts for Housing Construction Work awarded through housing projects managed by Insight are not public awards and are not subject to the formal bidding process specified in NCGS 143-129. Each contract is an agreement between the Contractor and the Owner. The bidder must be licensed as a NC General Contractor if an individual unit bid is greater than \$40,000. (All plumbing, HVAC, and electrical subcontractors, however, must be licensed.)

All rehabilitation activities performed on houses constructed prior to 1978 shall be conducted in strict accordance with 40 CFR Part 745: Lead Renovation, Repair, and Painting Program (April 22, 2008), and 10A NCAC41C.0900: NC Lead Based Paint Hazard Management Program for Renovation, Repair, and Painting. All contractors working on homes constructed prior to 1978 shall be NC Certified Renovation Firms and all workers shall be supervised by an accredited NC Certified Renovator.

Insight shall maintain a file of each Contractor's current State License (if applicable), State Renovation Certification and current registration form (included in each bid package) to document valid inclusion of the Contractor's name on

the Local Authority's approved List of Bidders. Also, prior to awarding any housing construction work contract, the Contractor must furnish proof of the required liability and workers' compensation insurance coverage described in Part B, Section 3: Insurance.

4. Work Write-Ups and Construction Specifications

The work write-up constitutes the basis for each job. Various items in the write-up refer to the Construction Specifications in Section II of the Contractor's Handbook, which detail methods of application and standards for materials. Unless otherwise explicitly indicated in the work write-up, the Construction Specifications will be followed without variation. No verbal interpretations of the Construction Specifications will be made for bidding purposes or during construction without confirmation in writing by the Insight Construction Manager. No changes in the scope of a work write-up will be considered valid without a signed Change Order (see Part B, Section 9: Change Orders). Any work to be performed by the Owner; i.e., "sweat equity" items, will be specifically stated in the work write-up, and will be subject to the same contractual conditions regarding performance and final inspection as the Contractor's work. The Contractor shall be held harmless from claims or non-performance penalties for "sweat equity" work items, including Contractor-performed work adversely affected by Owner-performed work.

Floor plans and other drawings are diagrammatic only, illustrating the general scope of the work, and do not show all of the work required, exact dimensions, or construction details. Questions concerning floor plans, particularly those related to bathroom and kitchen layout, should be discussed and resolved with the Insight Construction Manager.

Where repair of an existing component is called for by the Scope of Work, the item is to be placed in "equal to new condition," either by repair or replacement. All damaged, loose or rotted material associated with the required repair shall be removed and replaced and the finished work shall match adjacent work in design, dimension and finish.

All work to be done shall be pursuant to all applicable codes, regulations, and local policies as they may be interpreted by the Insight Construction Manager and/or the Local Building Inspector.

Cost allowances for various items may be provided. Whenever such cost allowances are provided, the Contractor will be required to document the actual costs of these items. An adjustment in the contract amount will be made by change order during the construction phase to reflect differences between the allowances and the actual costs, if any such differences exist.

5. Minority/Disadvantaged Business Enterprises

It is the policy of Insight Planning & Development, LLC, to take affirmative action to ensure that minority and disadvantaged business enterprises are given the opportunity to participate in the provision of services required for federal grant programs administered by the Local Authority. Insight will inform the historically underutilized business enterprise (HUB) coordinator with the NC Division of Purchase and Contract of all solicitations for housing improvement work. Additionally, Insight maintains a list of small and minority-owned Contractors available for rehabilitation and new construction subcontracting (carpentry/painting/electrical/plumbing/ landscaping).

6. Employment Requirements

A portion of the Local Authority's housing grant programs are financed with funds received from the federal government. Consequently, special conditions are established with respect to employment and business opportunities. Successful bidders must agree to abide by the following employment requirements during the performance of any housing construction work contract:

(a) Conflict of Interest (2 CFR Part 200.318 General procurement standards)

Interest of Members, Officers, or Employees of the Town, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the Town or its agents, no member of the Town's governing body, and no other public official of the Town who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in this Contract or any subcontracts thereof, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program.

(b) Nondiscrimination Clause - Section 109, Housing & Community Development Act of 1974

The Contractor will not discriminate in any manner on the basis of race, color, creed, sex or national origin or other legally protected status with reference to the subject matter of this Contract, no matter how remote. This provision shall be enforced by action for specific performance, injunctive relief, or other remedy provided by law; and this provision shall be construed to such manner as to prevent and eradicate all discrimination based on race, color, creed, sex or national origin.

(c) Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age

The Contractor will not discriminate against any qualified person on the basis of age, nor will the person be excluded from participation, be denied the benefits of, nor otherwise be subjected to discrimination under this Contract which receives or benefits from Federal financial assistance.

(d) Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Disability

The Contractor will not discriminate against any qualified disabled person, nor will the person be excluded from participation in, be denied the benefits of, nor otherwise be subjected to discrimination under this Contract which receives or benefits from Federal financial assistance.

(e) Access to Records and Record Retainage Clause

- 1) The Contractor shall maintain the records outlined above for three years after the Town has received a Certificate of Completion from the State Grantor Agency in accordance with 24 CFR Section 570.490.
- 2) The Town, the Federal and State Grantor Agencies, including the North Carolina Department of the Treasurer, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the North Carolina Department of Commerce, or any of their duly authorized representatives, shall have access to any books, documents, plans, papers, and records of the Contractor which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcriptions in compliance with the above Rule.

(f) Lobbying Clauses

Required by Section 1352, Title 31, U. S. Code

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person by the undersigned for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

(g) Legal Remedies Provision and Termination Provision

- 1) The Contractor may terminate this Agreement immediately in the event the Town fails to make payment of any amount due to the Contractor within sixty (60) days of its due date.
- 2) Either party may terminate this Agreement in the event the other party materially breaches this Agreement or fails to perform in any material respect its obligations hereunder; provided that if a party believes that the other party has materially defaulted under or breached this Agreement (other than a breach of a payment obligation) and desires to terminate this Agreement because of such breach or default, such party ("Aggrieved Party") shall give written notice of such intent to the breaching party ("Defaulting Party") and shall grant the Defaulting Party thirty (30) days in which to remedy the cause for termination. During such period, the parties shall make a good-faith effort to assist each other to remedy the breach. If the breach is not remedied or waived by the end of such period, then the Aggrieved Party may terminate this Agreement, effective as of the last day of such period.
- 3) This Agreement may be terminated by one party, if the other party (i) shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; (ii) apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the other party and such appointment shall not be dismissed within thirty (30) days of the date of such appointment; (iii) shall institute any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding related to it under the laws of any jurisdiction; or, any such proceeding shall be instituted (by petition, application or otherwise) against the other party and the same shall

not be dismissed within thirty (30) days of the date of its institution; or (iv) shall liquidate, dissolve, terminate or suspend its business operations.

- 4) Either party may voluntarily terminate this Agreement by giving the other party at least sixty (60) days' advance written notice of such termination.

Upon receipt of a notice of termination from the Town, (i) the Contractor shall promptly discontinue all services (unless the notice directs otherwise) and deliver or otherwise make available to the Town all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process, and (ii) Town shall pay Contractor all fees and expenses due for services rendered through the date of termination, and reimburse the Contractor for all costs and expenses relating to commitments made by the Contractor prior to receipt of notice of termination.

(h) Section 3 Clause

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

135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

- 6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 7) Section 3 Covered Indian Housing Assistance Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e). (not applicable for this project).

PART B. GENERAL PROVISIONS GOVERNING CONSTRUCTION

1. Preconstruction Conference and Notice to Proceed

Prior to the start of work, the Owner's Representative will schedule a Preconstruction Conference with the Owner and the Contractor. At this conference, the starting date for work will be firmly established, the sequence of work will be reviewed, special situations (such as furniture storage and temporary relocation) clarified, and federal and state contract requirements identified. It is particularly important that the Owner be fully apprised of the extent of inconvenience that will be experienced as a result of rehabilitation or demolition/replacement housing activities. The Preconstruction Conference will include a thorough review of contract provisions related to the resolution of Owner/Contractor disputes that may arise.

Under no circumstances shall a Contractor initiate work on an individual rehabilitation or new construction project without receipt (by certified mail or hand delivery) of a formal Notice to Proceed (see Contractor's Handbook, Section III, Form CH.05) from the Owner's Representative, or without issuance of proper local building permits specified in Part B, Section 4: Permits and Codes, below.

2. Owner Responsibilities and Selection of Materials

The Owner shall cooperate with the Contractor, the Insight Construction Manager, and the Local Building Inspector in a manner that will allow the work to progress as rapidly as possible. The Owner's Representative shall clearly advise the Owner that rehabilitation is not new construction, and that the Contractor will do the best job possible given the existing structural and cosmetic condition of the dwelling and the constraints of the Scope of Work.

When the Owner is to continue to occupy the premises during rehabilitation activity, the Owner shall cooperate with the Contractor in a reasonable manner to facilitate performance of the work, including abandonment of certain areas as may be essential to the conduct of the work, and moving or removing personal possessions that will interfere with the work.

At the Preconstruction Conference, the Owner and Contractor will be informed of the procedures for the selection of colors and patterns of various finish materials. **The Contractor shall provide the Owner with at least three color choices and/or patterns for each specified finish material.** Once the selections have been made, the "Owner's Selection of Materials and Finishes" form (CH.06) will be completed. **This selection list will be signed by the Owner and the Contractor, and a copy will be given to the Insight Construction Manager prior to commencement of any painting work, vinyl/carpet installation, vinyl siding installation, or roof covering.**

If the Owner wishes to pay the difference between Insight's required specification and a higher standard for any item, then the cost difference for that item will be determined solely between the Contractor and the Owner, the Contractor is to be paid directly by the Owner in advance, and the cost difference will be documented on a formal Change Order by the Insight Construction Manager.

Additional Owner responsibilities and specific agreements between the Owner and Contractor pertaining to the contract for an individual dwelling are described in the Preconstruction Agreement, Attachment C of the Contract for Housing Construction Work in Section III of the Contractor's Handbook.

3. Insurance

The Contractor shall carry the following insurance and submit a certificate of coverage to the Owner's Representative prior to or at the preconstruction conference. Failure to maintain the insurance shall be grounds for termination of the Contract:

Workers' Compensation: The Contractor shall ensure valid Workers' Compensation insurance coverage for all of his employees and for subcontractors engaged in work at the site, in accordance with State Workers' Compensation Laws (Chapter 97, North Carolina General Statutes).

Liability Insurance: The Contractor shall carry (and require that there be carried by the subcontractors) commercial general liability insurance with minimum coverage of \$100,000 per occurrence for property damage and \$300,000 per occurrence for bodily injury and death, and applicable commercial automobile liability, to protect the Owner, Contractor, and subcontractors against claims for injury to, or death of, one or more than one person because of accidents, and against claims for property damage which may occur or result from operations under the Contract. Such insurance shall cover the use of all equipment including, but not limited to excavating machinery, trenching machines, cranes, hoists, rollers, concrete mixers, and motor vehicles in the construction of the housing improvements embraced in this Contract.

Builder's Risk Insurance: The Contractor shall carry a builder's risk policy for each housing construction work contract with coverage at least equal to the contract value to protect the Owner and the Local Authority against damage to materials on site or completed work damaged by natural disaster or third party negligence, vandalism, etc. The builder's risk policy shall list the Local Authority as an additional insured party, and shall remain in effect for at least thirty days following the issuance of a Certificate of Occupancy/Compliance by the Local Building Inspector.

4. Permits and Codes

The Contractor is expected to secure all necessary permits (building, plumbing, heating or electrical) and licenses before the start of work. **The Contractor should make allowance for permitting costs in his bid.** The Contractor shall also be responsible for providing any architectural/engineering drawings required by the Local Building Inspector, **if reference to such drawings is made in the work write-up**. Failure to obtain necessary permits will be grounds for the Insight Construction Manager to delay start of the work, but no time extension for contract completion will be given. In all operations connected with the work covered by these provisions, all federal, state, Town, and local ordinances and laws controlling or limiting the actions of those engaged in the work must be respected and complied with strictly.

The Contractor shall not be held responsible for the correction of pre-existing violations of any local or state development regulation or building code not addressed by the work write-up without compensation through execution of a Change Order; however, current code compliance will be required for any new or replacement work specified in the work write-up. The Contractor is encouraged to discuss any concerns related to current building code compliance with the Insight Construction Manager and Local Building Inspector to ensure that the finished work is in full compliance with current building codes.

5. Utility Use by Contractor

For rehabilitation projects, the Owner will make existing house utilities available, without charge, to the Contractor including electric power, gas, heat, water, and telephone (local calls only).

For new construction (replacement housing) projects, both temporary electric service and the fixed meter/meter base/masthead shall be obtained, and paid for, by the Contractor.

6. Storage and Waste Disposal

If specified in the Scope of Work, the Contractor shall provide any necessary secured storage for the household furnishings, clothing, breakables, etc. Due to liability issues, a professional storage company is recommended.

The Contractor is advised that an inventory (before and after) is required, unless waived by the Owner. The Contractor is advised to maintain photographic and/or videographic and written documentation of the pre-storage condition of household items to be placed in temporary storage (Contractor's Handbook, Section III, Form CH.07: Contractor's Appliance Checklist). **The work write-up may include a bid line item for the cost of secured storage.** The Contractor shall be responsible for the actual cost of the on-site storage he uses or the cost of off-site storage he arranges. The Contractor shall be responsible for determining the size of storage container/facility needed and including that cost on the storage line item in his bid. If the construction activity is located in a flood hazard area, the container must be elevated above Base Flood Elevation or belongings must be stored off site in a secure location.

Normally, the Owner will be responsible for the boxing-up of breakables, personal items and clothing that must be removed to complete the work. The Contractor will be responsible for moving such boxed items, furniture, appliances, furnishings, etc., to another location in the home (and returning them to their original location), or if secured storage is provided, moving such items into and out of the storage facility, whether on-site or off-site. The Contractor is responsible for damage to or loss of any household items that are in his possession or in his agent's possession; i.e., moving to or from off-site storage. Occasionally, the Owner will be unable to box up personal items that need to be moved. If the Contractor is required to perform this duty, it will be indicated on the "storage" line item in the work write-up or specified by written change order.

The Contractor shall provide a waste container of appropriate size to accommodate daily clean-up of construction waste materials on all rehabilitation and new construction jobs.

7. General Construction Guidelines

The Contractor will be expected to carry out the work activities in accordance with standards and time limits for individual units as specified in each Contract for Housing Construction Work. All work will be conducted in a manner to minimize inconvenience to the Owner.

All plumbing (including gas lines), HVAC, and electrical work is to be performed by licensed subcontractors. These subcontractors will contact the Local Building Inspector directly to arrange for inspection and approval of all finished plumbing, HVAC, and electrical work. Additionally, any bid proposals submitted that include bids for individual units in excess of \$40,000 must be submitted by a principal Contractor with an active NC General Contractor's license.

The Contractor will be expected to fully comply with the time limits set forth in each individual Contract for Housing Construction Work. If unavoidable delays are encountered, a time Change Order extending the date for completion of the entire bid package or for an individual unit shall be prepared and executed according to guidelines for Change Orders set forth herein.

Materials shall be stored to ensure the preservation of their quality and fitness for the work. Lawns or the structure shall not be used for storage purposes without the permission of the Owner. Storage of materials and equipment will be permitted only for the duration of the contract and removed prior to job closing. Further, any damage done to lawns or the structure resulting from storage of materials shall be corrected by the Contractor prior to job closing.

Clean-up and removal from the site of all debris and waste material resulting from the work shall be the responsibility of the Contractor who will, upon completion of work, and prior to job closing, leave the premises in broom clean condition. An on-site waste container shall be provided on all rehabilitation and new construction jobs. Any damage to the grounds or structure resulting from mobilization of equipment shall be corrected by the Contractor prior to job closeout. All interior and exterior glass surfaces affected by the housing improvement work shall be scraped and washed. When adjacent property is affected by any work done by the Contractor, it shall be the responsibility of the Contractor to take whatever steps are necessary to protect the adjacent property.

No smoking is permitted in interior areas while construction is underway.

Materials and fixtures that have been removed and replaced as part of the scope of work shall belong to the Contractor, unless otherwise agreed by the Owner, Contractor, and the Insight Construction Manager at the time of the preconstruction conference and clearly specified in the Preconstruction Agreement, Attachment C of the Contract for Housing Construction Work in Section III of the Insight Contractor's Handbook.

Subcontractors shall be bound by the terms and conditions of the contract insofar as it applies to their work, but this shall not relieve the Contractor from full responsibility to the Owner for the proper completion of all work.

8. Default and Termination of Contract

a) Declaration of Default

The Owner's Representative may declare default of contract on the Owner's behalf for breach by the Contractor of any material term or condition of the Contract for Housing Construction Work. Material breach shall include, but shall not be limited to the following:

- (1) Failure to begin work under the contract within the time specified;
- (2) Failure to provide workmen, equipment, or materials adequate to perform the work in accordance with the work write-up and/or Construction Specifications;
- (3) Failure to comply with federal, state, or local regulations/program requirements;
- (4) Refusal to replace defective work;
- (5) Insolvency or bankruptcy; or failure to secure adequate financing to perform the work;
- (6) Failure to make prompt payment to workers, subcontractors, or suppliers;
- (7) Misrepresentation of information included on written contract documents submitted to the local authority;
- (8) Failure to meet workmanship and performance standards defined in Part B, Section 16: Performance Criteria, of the Contractor's Handbook;
- (9) Failure to maintain satisfactory work progress.

The Contractor's performance will be considered unsatisfactory if, at any time during the performance of a specific rehabilitation or new construction project, the percentage of the work completed (in dollars) is less than the percentage of contract time (in calendar days) elapsed by more than 15%. Percentage of work completed will be judged by the Insight Construction Manager as the sum of materials and labor used to accomplish satisfactorily installed work in comparison to the total contract amount.

EXAMPLE: Contract Amount \$30,500 Contract Time 60 Days

The Insight Construction Manager, using the work write-up for reference, determines that the total amount of labor and materials spent by the Contractor on satisfactorily installed work is \$4,710.00. This estimate is made on the 20th day following initiation of work.

To determine if progress is unsatisfactory:

- (1) 20 days / 60 days = 33.3% of contract time elapsed
- (2) \$4,710 / \$30,500 = 15.4% of work completed
- (3) 33.3% minus 15.4% = 17.9%
- (4) 17.9% is greater than 15%; therefore, the Contractor's progress is considered unsatisfactory.

b) Notice of Default and Settlement of Payment Disputes

The Contractor shall be notified in writing at least ten (10) working days in advance of the intention of the Owner's Representative to declare a Default of Contract. If the violation is not corrected during this period, or if a written protest outlining the Contractor's position is not received by the Owner's Representative within ten (10) working days of receipt of the intent of the Insight Construction Manager to declare Default of Contract, the Owner's Representative shall terminate the Contract for Housing Construction Work.

Should the Owner's Representative elect to terminate a Contract for Housing Construction Work, partial payment shall be made as follows: The Contractor shall present the Insight Construction Manager with an invoice summarizing labor and materials for work satisfactorily in place. The Insight Construction Manager will review the invoice and recommend payment based on his estimate of work items satisfactorily performed. In no case will the Owner's Representative make a partial payment after default by a Contractor that exceeds 15% of the Insight Construction Manager's base estimate for partial payment, regardless of invoice documentation by the defaulting Contractor. If no invoice is submitted for partial payment under default, the Owner's Representative will make partial payment based on the Insight Construction Manager's base estimate for work performed.

Complaints or protests concerning contract termination and partial compensation shall be handled in accordance with Section 18 of the Contract for Housing Construction Work (see Contractor's Handbook, Section III).

All other contractual disputes shall be settled according to guidelines set forth in Section 18 of the Contract for Housing Construction Work.

c) Termination by Contractor

The Contractor may request time and/or cost change orders as necessary due to unavoidable delays because of inclement weather, materials shortages, or unanticipated structural or site conditions. The Insight Construction Manager will recommend that the contract be terminated on the Contractor's behalf only under the following conditions:

- (1) It is impossible for the Contractor to obtain critical materials for completion of the contract within a practical time limit; or
- (2) It is impossible for the Contractor to comply with conditions of the contract due to inclement weather or unforeseen site conditions or unanticipated structural conditions, without a major change in contract scope and/or financial reimbursement.

The Owner's Representative will consider petitions for termination of the contract for the above-listed reasons only upon receiving written documentation from the Contractor. Should the Owner's Representative elect to terminate a contract on behalf of the Contractor, partial payment shall be made according to guidelines for partial payment under Part B, Section 8(b): Notice of Default and Settlement of Payment Disputes.

d) General Termination and Legal Remedies

The Contract for Housing Construction Work may also be terminated for additional reasons beyond the control of the Owner as outlined in Section 15 of the Contract for Housing Construction Work. In such case, the Owner's Representative will provide the Contractor with written notification of termination on behalf of the Owner. Settlement of damages accrued by either party shall be as outlined under Part B, Section 8(b): Notice of Default and Settlement of Payment Disputes and under Sections 15 and 18 of the Contract for Housing Construction Work.

9. Change Orders

No variation in the work write-up or the Construction Specifications shall be made without a duly approved Change Order, regardless of whether or not any cost is involved. The Change Order will be prepared by the Contractor and the Insight Construction Manager, and then signed by the Contractor, the Owner, and the Owner's Representative. No work covered by the Change Order shall be done until a written notice to proceed with the Change Order is presented to the Contractor by the Insight Construction Manager. Any extra work done without written authority shall be considered unauthorized work done at the expense of the Contractor. Work so done may be ordered by the Insight Construction Manager to be removed and replaced at the Contractor's expense. In particular, the Contractor is cautioned not to perform Owner requests for additional work, including installation of specialty items, without preparation of a Change Order. Additionally, the Owner's Representative will not assume responsibility for any approved grant-financed work directly or indirectly affected by separate, unapproved agreements between the Owner and Contractor performed during the contract period, or for the quality of the unapproved Owner-financed work itself.

All change orders will be negotiated directly by the Contractor and the Insight Construction Manager based upon line item costs included on the actual contractor's bid proposal. The Local Authority will not approve change orders that **exceed 15%** of the Insight Construction Manager's independent estimate. The Local Authority will allow a **maximum 20%** markup on change orders performed directly by subcontractors, and will require the Contractor to provide at least two proposals for change orders performed directly by subcontractors.

10. Interim Inspections

The Owner and authorized local, state, and federal government agency representatives shall have the right to examine and inspect work included in any housing construction work contract financed by the Local Authority, and will inform the Owner's Representative directly of any noncompliance with the terms of the contract. Also, these representatives shall be permitted to examine and inspect all contracts, materials, equipment, payroll, and conditions of employment pertaining to residential construction work, including all relevant data and records. **However, all orders or instructions to the Contractor will be given directly by the Owner's Representative on behalf of the Owner, not by the Owner or by other interested parties.** For new construction projects or when the Owner is relocated, the Owner shall properly inform the Contractor of a date and time when the Owner wishes to inspect the property. The Owner will not be allowed to inspect the property without such notice and schedule. This procedure will ensure the smooth continuation of the work and that the Owner will not be exposed to a possible hazardous work environment.

All inspections for permitted work performed by the Local Building Inspector shall be performed as required by the Local Authority and the International Residential Building Code. Work performed without the required local permits and inspections will be subject to scrutiny and possible non-acceptance by the Local Authority. **The Insight Construction Manager will provide coordination between the Contractor and the Local Building Inspector, but it is the Contractor's ultimate responsibility to ensure that the necessary interim and final inspections are requested and performed.**

The Insight Construction Manager and the Local Building Inspector will make periodic visits to the job site during construction. The Contractor will be expected to fully cooperate in the conduct of these inspections. If the Contractor is not on the job, he shall designate a responsible person who is regularly on the job to discuss conditions with these authorized representatives.

The Contractor shall furnish the Insight Construction Manager with every reasonable opportunity for determining if the work is performed in accordance with the requirements of the contract, particularly in cases where floor framing/foundation work is performed, or interior wiring or plumbing is to be installed. All plumbing (including gas lines), HVAC, and electrical work is to be performed by licensed subcontractors. These subcontractors will contact the Insight Construction Manager or the Local Building Inspector directly to arrange for inspection and approval of all finished plumbing, HVAC, and electrical work.

If the Local Building Inspector or the Insight Construction Manager so request, the Contractor shall remove or uncover such portions of the finished work as directed. After examination, the Contractor shall restore said portions of work exposed and replace any unacceptable work at his expense.

If the Contractor removes or uncovers finished work at the request of the Insight Construction Manager or the Local Building Inspector, and inspected work is found to be acceptable, the Owner's Representative will execute a Change Order to cover the Contractor's additional expense unless the Contractor did not provide proper notification for a standard locally-required inspection.

11. Partial Payment

Urgent Repair and Rehabilitation with Contract Value Less Than \$5,000. No partial payments will be made for Urgent Repair contracts and for standard rehabilitation contracts with a value of \$5,000 or less. Final payment for these contracts will be made as defined in Part B, Section 13: Final Inspection and Payment.

Rehabilitation with Contract Value of \$5,000 or More. For units with a rehabilitation value of \$5,000 or more, the Local Authority may agree to two partial payments and one final payment to assist HUB's with additional incentive to participate in the Local Authority's housing improvement programs. Partial payments will be made based upon 10%

less payment approved than work actually performed, a system that provides the Owner's Representative financial leverage with respect to Contractor performance but avoids the financial management intricacies of a warranty retainage system.

Two partial payments of 30% and 70% will be approved by the Insight Construction Manager **following his certification that 40% and 80%**, respectively, of the specified rehabilitation work has been satisfactorily completed. The Local Authority and the Contractor may agree on an alternative schedule of one partial payment of 50% and 100% of the contract value to simplify the contract administration task. The **50% payment** will be approved when the Insight Construction Manager **certifies that 60%** of the specified rehabilitation work is complete. **The Contractor's line item bid will serve as the objective basis for the Insight Construction Manager's determination that 40% and 80% (as applicable) of the value of work under contract (including approved change orders) is complete.** The Contractor will be paid only for work items in place and completed on the date of inspection for partial payment. Partial payment will not be made for materials on site that are not yet installed. Partial payment shall be made within twenty (20) days of certification of partial completion. It is the Contractor's responsibility to request the Insight Construction Manager to accomplish the partial payment inspection.

No partial disbursement shall be made until requested documentation has been received by the Owner's Representative. This documentation may include, but not be limited to: a) Release of lien by subcontractors, mechanics, laborers, material suppliers, and b) properly initialed building permit card, indicating approval, when required, at progressive stages of work completion by the Local Building Inspector.

New Construction. A pre-approved payment schedule based upon an objective summary of permitted work tasks (foundation/framing/plumbing/electrical/HVAC) similar to that outlined above for rehabilitation shall be agreed upon prior to contract execution for each new construction unit and shall be incorporated in the Contract for Housing Construction Work.

Five percent (5%) of each progress payment for new construction will be retained by the Owner's Representative. The five percent (5%) retainage will be released to the Contractor when all work is satisfactorily completed and a certificate of final inspection is executed as outlined under Section 13, below.

No payment made under the Contract shall act as a waiver of the right of the Owner's Representative to require the fulfillment of all the terms of the Contract.

The Contractor will not assign the payment of any monies due him from the Local Authority under the terms of the Contract for Housing Construction Work to any other individual(s), corporation(s), or entity(s). The Local Authority retains the right to pay any and all monies due the Contractor directly to the Contractor.

12. Punch List Inspections

When the Contractor has substantially completed an individual rehabilitation or new construction job, he shall contact the Insight Construction Manager to schedule a punch list inspection. The Insight Construction Manager will discuss any uncompleted or unsatisfactory work with him. A Contractor's Punch List will be furnished to the Contractor.

Depending on the extent of the punch list, a second punch list inspection may be required, conducted on the same basis as listed above. The Insight Construction Manager will notify the Contractor if this second inspection is needed.

13. Final Inspection and Payment

Final inspections by the Insight Construction Manager and the Local Building Inspector will be made before 100% payment is made to the Contractor. Upon completion of all work and the correction of all punch list deficiencies, full

payment shall be authorized to the Contractor. Payment shall be made within twenty (20) days following certification of completion by the Insight Construction Manager. All invoices for final payment shall be accompanied by the following:

- Extermination Warranty, if required, and other manufacturers' warranties, including warranties for hot water heater, gas or oil heater, roofing, siding, and related items.
- Materials and labor lien release signed by all suppliers and subcontractors.
- Certificates of compliance/occupancy from the Local Building Inspector.
- Certificate of proper installation of gas, oil, or wood heater, chimney renovation, and gas appliances, if applicable; certification of plumbing, HVAC, and electrical inspection.
- Documentation to fully satisfy the Owner's Representative that specified/required cost allowances have been met.

14. Contract Time and Liquidated Damages

All rehabilitation and new construction work covered by an individual contract shall be completed within the number of calendar days specified in the contract for that individual project; contract times will vary based on factors including lead abatement requirements, the size of the structure, and the complexity of the scope of work. The Local Authority realizes that particularly difficult rehabilitation contracts may force a Contractor with a record of satisfactory work progress to exceed the specified time limit in some cases. Therefore, if a Contractor exceeds the specified contract time limit, the Local Authority reserves the right either to declare the Contractor in default and terminate the contract, or to hand deliver or send by certified mail notification to the Contractor that a specified calendar day time extension has been granted, and notifying the Contractor that liquidated damages in the amount of \$100.00 per calendar day will be deducted from any payment due the Contractor. Liquidated damages will be calculated beginning on the date following the extension deadline and extending to the date of final inspection and approval of the work. Liquidated damages for contracts exceeding an extension deadline will be utilized to reimburse the Local Authority for additional inspection and administrative work associated with the increased construction time.

The Contractor may request, in writing, an additional time extension, documenting reasons for work stoppages and delays beyond his control. Work days lost because of such documented reasons may be added to the extension period. However, the Local Authority will assess liquidated damages as outlined herein in full, unless written requests for time extensions are received and upheld or the contract is terminated in writing by the Local Authority or the Contractor as outlined above.

15. General Guarantee and Contractor's Warranty

The Contractor will guarantee all work performed for a period of one (1) year from the date of final payment for all work performed under a Contract for Housing Construction Work. Manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract, including proof of purchase documentation, shall be furnished to Owner. All warranties shall specifically provide that all defects in material and workmanship appearing during the one-year warranty period, as determined by the Owner's Representative in case of conflict between the Contractor and the Owner, will be remedied to the satisfaction of the Owner's Representative at no additional cost to the Owner. Warranties shall be provided to the Insight Construction Manager along with the request for final payment, as outlined under Part B, Section 13: Final Inspection and Payment.

When a complaint is received by the Local Authority from an Owner, a warranty inspection will be made and a Warranty Punch List prepared for transmittal to the Contractor, if the complaint is valid and related to the scope of the original contract. In many instances, the Contractor will receive the complaint directly from the Owner. In either case, the Contractor is expected to respond to the Owner courteously and promptly. As soon as the work is done, the Contractor should notify the Insight Construction Manager.

Failure by the Contractor to perform warranty work within the time stipulated, including any written extensions of time, shall be a basis for withdrawal of contract awards and rejection of subsequent bids.

16. Performance Criteria

General Contracting Standards. In order for the Local Authority to complete housing rehabilitation and new construction activities on an efficient basis, specific performance standards and time limits for contract execution and completion have been outlined in the Local Authority's written contract award policy, which the Contractor may review upon request. Failure of the Contractor to comply with these performance standards and time limits may result in rejection of bids, awards, and/or contract termination. Failure to maintain the performance standards outlined below will result in re-award of current awards to other Contractors and possible exclusion from the active Contractors' list. The Contractor must demonstrate an ability to accomplish work in accordance with the Contractor's Handbook and the NC Residential Building Code as enforced by the Local Authority. Particular attention will be given to the Contractor's timely completion of work.

The Contractor must have a working record acceptable to the Local Authority, as defined by the performance criteria outlined in this section.

The Contractor must perform warranty work in a timely and conscientious manner.

Falsification or alteration of bid and/or contract documents will be grounds for termination of existing work and exclusion from the Local Authority's housing improvement programs.

The Contractor must make regular payments to suppliers and subcontractors. The Contractor must ensure that liens are not filed against individual housing units, and that any liens or judgments against him are satisfied such that they do not affect his financial capability to accomplish rehabilitation work.

The Contractor will receive written notification from the Local Authority prior to any negative action taken regarding his performance, and may appeal the Local Authority's actions in accordance with the written complaint procedure for the appropriate program.

Quality of Workmanship and Materials. All work shall be performed to the standards required by the Local Authority and Insight Planning & Development, LLC. The commonly accepted standards set by the "construction industry" and the "construction trades" are used here only as a basis for establishing the minimum standards to be utilized and enforced by the Local Authority. Quality of appearance and durable utility, being the direct result of quality workmanship, shall become a goal of the Local Authority's Housing Improvement Programs and of the Contractors participating in the programs. Achievement of quality workmanship shall become a goal accomplished by applying standards of excellence which exceed the commonly accepted minimum standards. **The quality of workmanship performed by the Contractor shall be scrutinized prior to acceptance by the Local Authority. The decision of the Local Authority will be final.**

All material shall be new, recently purchased, and in excellent condition. Only the material specified in the specific work write-up or the Construction Specifications included herein shall be the material which is used, and only the brand specified shall be the brand used, unless an "or equal" is specified. The Contractor shall obtain approval of "equals" from the Owner's Representative prior to purchasing and installing the equivalent material.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, fixtures, and services, including transportation services, and shall perform all required work in an efficient and workmanlike manner. The Contractor shall perform all the construction and rehabilitation work as described in the Scope of Work (Line Item Specifications) and plans, in accordance with the provisions of all the Contract Documents and the Contractor's Handbook.

The Contractor is responsible for ensuring that all plumbing and electrical fixtures, switches, and receptacles specified for repair or replacement in the work write-up are in proper working order upon completion of the rehabilitation.

Development/building permits shall be posted and maintained by the Contractor at the job site at all times for the purposes of viewing by the Local Authority. A copy of the plans and work write-up shall be available at the job site at all times.

The Contractor is responsible for any damages caused by encroachment on adjacent properties or on regulated setback areas. Encroachment damage shall be corrected by the Contractor at no cost to the Owner or the Local Authority.

The Contractor shall exercise due caution in the protection of existing utilities and structures and facilities during the period of construction, unless otherwise indicated on the plans or in the work write-up. Facilities include all water, gas and sewer lines; lighting, power, cable/satellite TV or telephone conduits and wires; house connections in place; and other surface and subsurface structures or lines. If, in the performance of the work, the Contractor disturbs, disconnects, or damages any of the above, all expenses of whatever nature arising from such disturbance, or in replacing or repair thereof, shall be paid by the Contractor, unless otherwise stated in the contract documents due to special circumstances.

The Contractor shall obtain and have set, by a registered land surveyor, required property corner monuments for new construction. The Contractor shall obtain and have the finished foundation surveyed by a registered land surveyor, to ensure that the foundation meets all setback requirements and is placed according to site plan approved by the Insight Construction Manager. Proof of such survey shall be provided before a payment can be made for any foundation work.

17. Hazardous Materials

The Contractor is cautioned that the housing construction work contract specifically excludes the removal of asbestos building materials, and holds the Contractor liable for any claims arising from asbestos removal by himself, his employees, or subcontractors. If asbestos building materials are in evidence and need to be removed, contact the Insight Construction Manager immediately. Additionally, the use of lead-based paints for any interior or exterior use is absolutely prohibited, and the Contractor is cautioned that the housing construction work contract holds the Contractor liable for any claims arising from lead-based paint hazard reduction procedures called for in the work write-up.

The Construction Specifications (Contractor's Handbook, Section II, Part D) include a detailed outline of the Local Authority's contracting requirements for lead-based paint hazard reduction. Contractors shall ensure that all lead-based paint hazard reduction work is accomplished in accordance with the current EPA/HUD/NC regulations concerning lead worker training and safety (**40 CFR Part 745 Lead Renovation, Repair, and Painting Program, Lead Hazard Information Pamphlet, Notice of Availability, Final Rule**); current HUD regulations related to lead hazards (**24 CFR 35**); and **10 NCAC 41C.0900, NC Lead-Based Paint Hazard Management Program for Renovation, Repair, and Painting**).

18. Contact Information

All questions concerning the bidding process/scope of work for this program should be directed to:

Heather Matuse, CDBG Project Manager
Insight Planning & Development, LLC
5030 New Centre Drive, Suite A
Wilmington, NC 28403
Phone: (910) 392-0060 ext. 107
Email: hmatuse@insight-pd.com

19. Permit Information

For a list of requirements and costs associated with obtaining a building permit, contact:

Town of Leland Planning & Inspections Department
102 Town Hall Drive
Leland, NC 28451
Phone: (910) 371-3390

<https://www.townofleland.com/planning-inspections/permitting-inspections>

WRITE-UPS



**TOWN OF LELAND
HOUSING REHABILITATION PROGRAM**

Rehabilitation Scope of Work

Cynthia Clark
108 Hollis Lane
Leland, NC
(910) 232-0463
Unit #2



Prepared by:



5030 New Centre Drive, Suite A
Wilmington, NC 28403
(910) 392-0060
www.insight-pd.com

Town of Leland	Owner:	Cynthia Clark
Housing Rehabilitation Program	Phone:	(910) 232-0463
Inspection Date: July 8, 2022		

ROOM #1 – LIVING ROOM

\$		1. Remove floor covering and subflooring material to joist level. Level existing floor framing and install new subflooring complete. (RS-10) a. 6' x 8' section at Room #6
\$		2. Install new carpet pad and carpeting. (RS-30.09)
\$		3. Install new panel prehung, metal insulated exterior door complete. (RS-16.06; RS-16-15)
\$		4. Install new solid core storm door.
\$		5. Paint ceiling with stain blocker (Kilz). (RS-33)
\$		SUBTOTAL

ROOM #2 – KITCHEN

\$		1. Remove floor covering and subflooring material to joist level. Level existing floor framing and install new subflooring complete. (RS-10)
\$		2. Install new vinyl floor covering, complete (includes installation of leveler and shoe molding). (RS-30.04–RS-30.07)
\$		SUBTOTAL

ROOM #3 – UTILITY

\$		1. Remove existing floor covering; secure subfloor and install new vinyl floor covering, complete (Includes installation of leveler and shoe molding). (RS-30.04-RS-30.07)
\$		2. Install new solid core storm door. (RS-18)
\$		SUBTOTAL

ROOM #4 – BEDROOM

\$		1. Paint ceiling with stain blocker (Kilz). (RS-33)
\$		SUBTOTAL

ROOM #5 – BATHROOM

\$		1. Paint ceiling with stain blocker (Kilz). (RS-33)
\$		SUBTOTAL

ROOM #6 – BEDROOM

\$		1. Install new prehung interior door(s) complete, to room(s): #1 & closet. (RS-16.09)
\$		2. Paint ceiling with stain blocker (Kilz). (RS-33)
\$		SUBTOTAL

KITCHEN FIXTURES/ACCESSORIES (RS-32/RS-33)

\$		1. Remove ALL existing base cabinets.
\$		2. Install new base cabinets as follows: 10 LF of base cabinets & 13 LF of countertop (to cover dishwasher)
\$		3. Install new sink fixture
\$		4. Install new sink
\$		5. Install new 30" overhead rangehood, vented to the outside. (RS-35.07)
\$		SUBTOTAL

HVAC

\$		1. Install new central HVAC system and ductwork using approved heat gain/loss calculation (electric heat pump). (RS-36)
\$		SUBTOTAL

WEATHERIZATION

\$		1. Install floor insulation under heated floor space where missing. RS-25.02.
\$		2. Install 6 mil polyethylene vapor barrier within entire area surrounded by foundation/underpinning (including porches). (RS-6.06)
\$		SUBTOTAL

FOUNDATION AND SUBFLOOR SYSTEM

\$		1. Repair and paint (RS-3.13) existing perimeter masonry wall complete.
\$		2. Install crawlspace access door in existing perimeter masonry wall. (RS-6.01-6.02)
\$		SUBTOTAL

EXTERIOR WALLS

\$		1. Secure all loose siding.
\$		SUBTOTAL

WINDOWS (RS-17; RS-19)

\$		1. Replace all existing windows with replacement thermal plane insulated vinyl window units, complete with screens. (RS-17.05)
\$		SUBTOTAL

PORCHES (RS-20; RS-21)

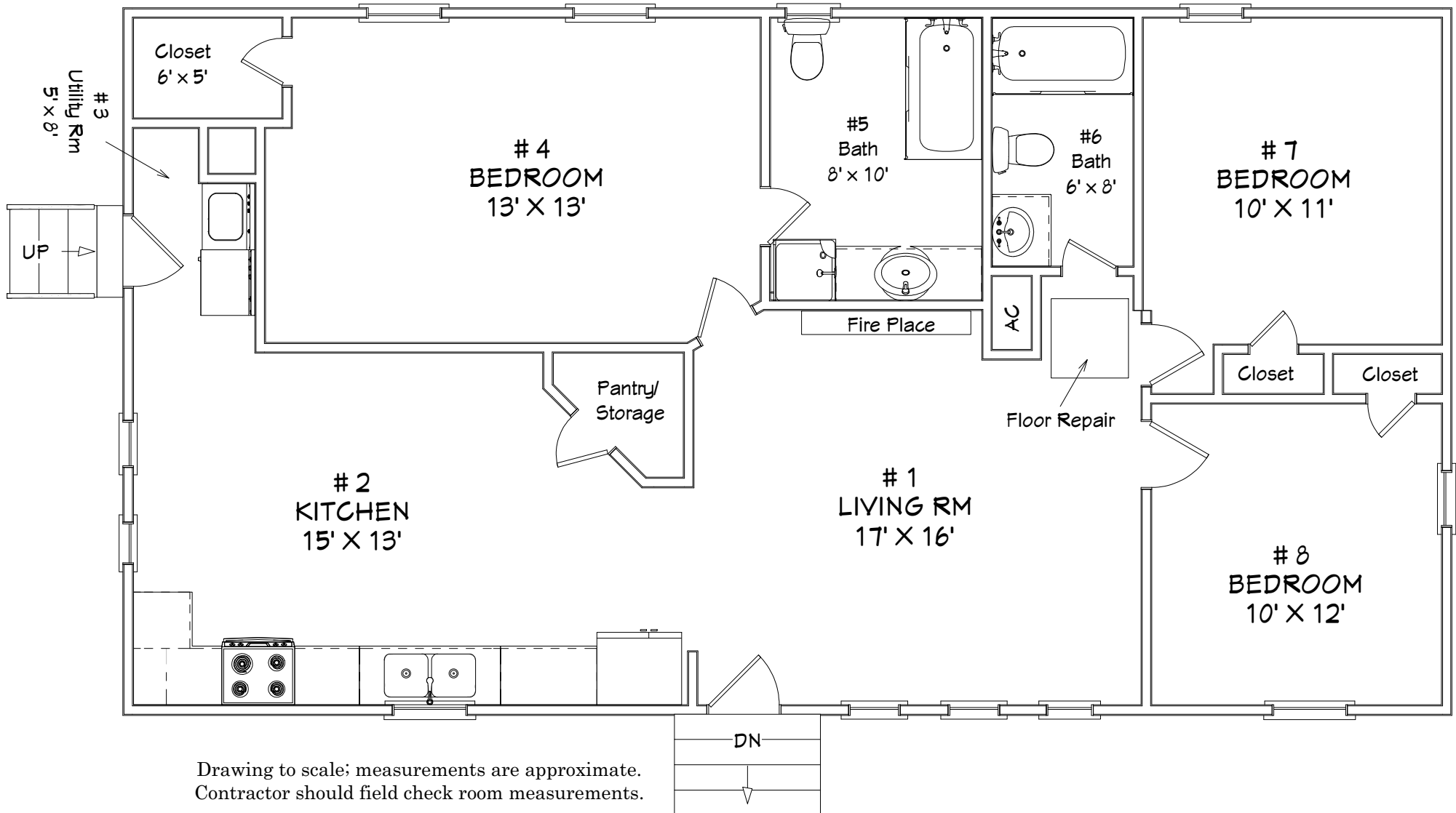
\$		1. Install new 4' x 4' treated wood porch, railing, handrails, and pickets at front and side entrances. (RS-20; RS-21)
\$		SUBTOTAL

\$ _____ **GRAND TOTAL**

ATTACHMENTS

1. Floor plan

Unit #2
Cynthia Clark
108 Hollis Lane
Leland, NC
(910) 232-0463



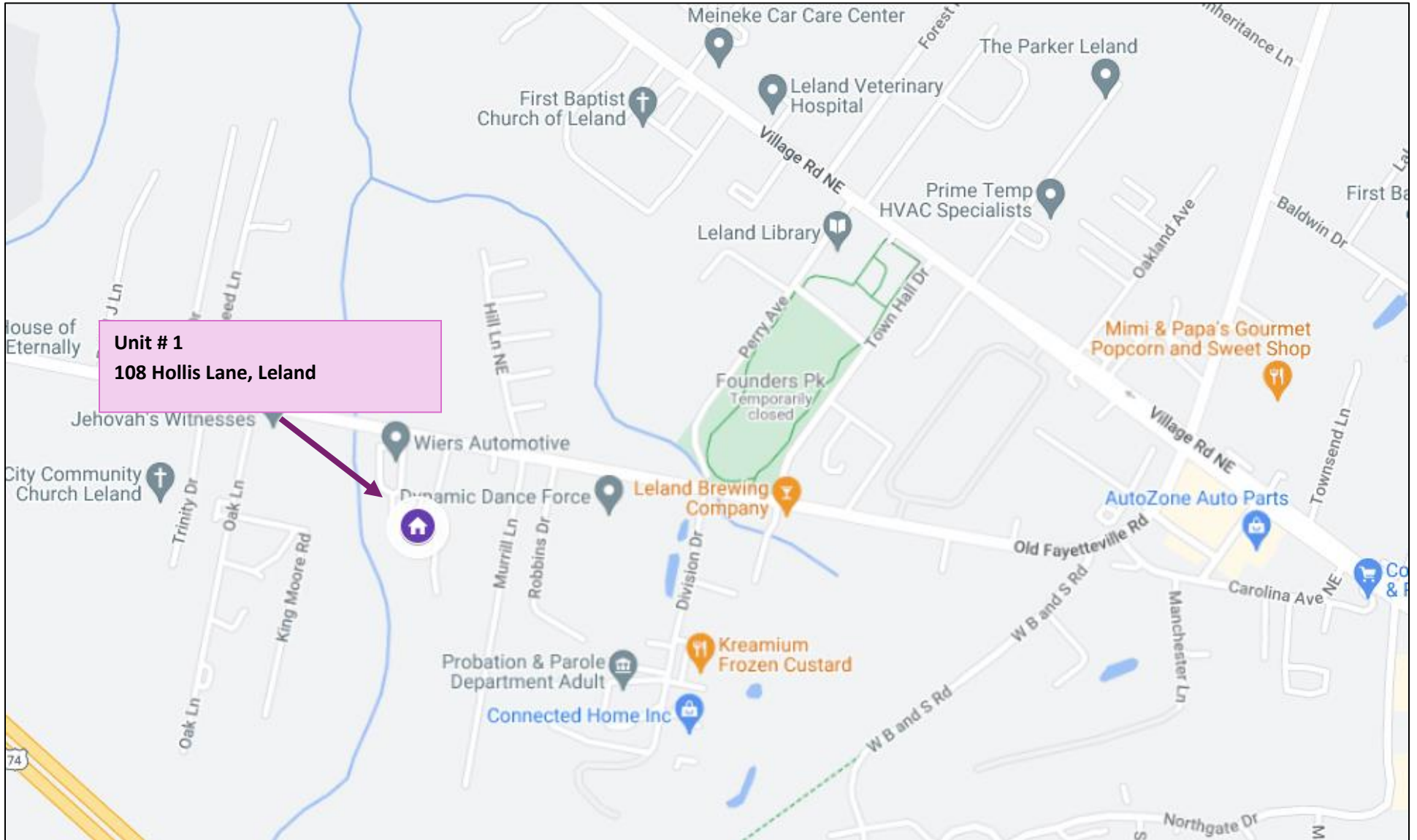
Drawing to scale; measurements are approximate.
Contractor should field check room measurements.

PROJECT MAP

TOWN OF LELAND

2022 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG-NR)

Bid Opening December 9, 2024



BID FORMS

The following three (3) forms must be submitted, completed, and signed where indicated, as well as itemized bids and certificates of insurance, in a sealed envelope, prior to bid opening time. (Failure to include all bid forms may result in rejection of bid).

- Bid Proposal to Town of Leland
- Bid Proposal Summary (with Itemized Bid Summaries attached)
- Contractors Bid Qualification Form (with Credit Report attached)

TOWN OF LELAND
COMMUNITY DEVELOPMENT BLOCK GRANT – NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
BID PROPOSAL

It is certified that this proposal is made in good faith and without collusion or connection with any other person bidding on the same work, and that no town official, no town employee, no person who was an official or employee of the Town within one year prior to execution of this bid, and no immediate family member of any such person will be admitted to any share or part of the contract or any benefit that may arise therefrom if the contract is awarded to this company.

It is distinctly understood that the Town reserves the right to reject any and all bids or to waive any and all informalities therein should it deem it to be in the best interest of the Town and/or owner, as outlined in the Town's formal contract award policy.

It is understood that a lump-sum bid and/or the scope of work for a specific dwelling unit may be negotiated by the Town and the low responsible bidder prior to contract execution, to meet program grant limits, or to meet estimate limits, and that contract awards may be made contingent upon such negotiation.

If this bid is not accepted with a formal contract award within 60 days after the public opening, it shall be deemed rejected.

The undersigned bidder guarantees the lump-sum bid for each unit quoted herein against any increase for 120 days following the bid opening, and agrees to execute contracts for all awarded units within 120 days following the public opening. If contracts for awarded dwelling units are not executed within 120 days following the public opening, the awards for those units may be rescinded. It is understood that negotiated bids shall be subject to these same contract execution limits, that is, if contracts are not negotiated, awarded and executed within 120 days following the public opening, the awards for those units may be rescinded.

Firm Name

Officer's Signature

Street Address

City/State/Zip Code

Date: _____

**TOWN OF LELAND
COMMUNITY DEVELOPMENT BLOCK GRANT – NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
BID PROPOSAL SUMMARY**

The undersigned hereby declares that he has carefully examined the Construction Specifications in the Contractor's Handbook and the Work Write-Ups, and will provide all materials and equipment and perform all work in accordance with the Rehabilitation Specifications, the Work Write-Ups, and the requirements under them for the following sum to wit:

<u>Dwelling Unit</u>	<u>Bid</u>	<u>Discount</u>
Unit #1 – Clark – 108 Hollis Lane, Leland	\$	\$

The bidder understands and agrees to the following conditions:

1. If there is a discrepancy between the lump-sum bid quoted above and the line-item bid attached to this proposal, the Town reserves the right to reject the bid or negotiate the contract amount based on the line item bid.
2. In the event of a tie for the lowest bid, the Town will award the contract to the bidder submitting the highest discount.
3. It is understood that contracts will be individually awarded per dwelling unit.
4. The bidder understands that he may not submit a bid proposal exceeding \$30,000 for any of the units listed above unless he is licensed as a general contractor in the state of NC as specified by NCGS 87-1.

TOWN OF LELAND
COMMUNITY DEVELOPMENT BLOCK GRANT – NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
CONTRACTOR BID QUALIFICATION FORM

(Submit only with first bid for each new Rehabilitation Program)

A. COMPANY INFORMATION

Company Name _____

Federal ID # _____

Name of Principal _____

Mailing Address _____

Business Phone _____ Alternate Phone _____

1. NC General Contractor _____ NC License # _____

Address _____ Telephone _____

2. EPA Lead Abatement Contractor _____ NC License # _____

Address _____ Telephone _____

3. Asbestos Abatement Contractor _____ NC License # _____

Address _____ Telephone _____

4. Material Supplier _____

Address _____ Telephone _____

5. Material Supplier (2) _____

Address _____ Telephone _____

6. Plumbing Subcontractor _____ NC License # _____

Address _____ Telephone _____

7. Electrical Subcontractor _____ NC License # _____

Address _____ Telephone _____

8. Exterminator _____ NC License # _____

Address _____ Telephone _____

9. Other Subcontractor _____ NC License # _____

Address _____ Telephone _____

B. NAME AND TELEPHONE NUMBER OF YOUR BUSINESS INSURANCE PROVIDER:

_____ Telephone _____

C. LIST THREE (3) HOMEBUILDING OR HOUSING REHABILITATION REFERENCES:

1. Name	_____	Telephone	_____
Address	_____		
2. Name	_____	Telephone	_____
Address	_____		
3. Name	_____	Telephone	_____
Address	_____		

D. SUBMIT A CREDIT REPORT WITH THIS FORM

(ONLY REQUIRED IF NOT CURRENTLY ON FILE WITH TOWN FROM PRIOR BID)

If you would like to obtain a copy of your credit report, you can do so by calling the Equifax Information Service Center at **1-800-685-1111** or on-line at <http://www.equifax.com>. You can also make your request in writing to Equifax at:

Equifax Credit Information
Post Office Box 105873
Atlanta, Georgia 30348

When making your request in writing, please include your full name, current address, social security number, and date of birth.

You may also request a copy of your credit report from the following agencies:

Experian
Post Office Box 2104
Allen, TX 75013-2104
1-888-397-3742
www.experian.com

Trans Union
Post Office Box 390
Springfield, PA 19064-0390
1-800-888-4213
www.transunion.com

E. SUBMIT A COPY OF THE NC GENERAL CONTRACTORS LICENSE ASSOCIATED WITH THE BIDDER

A North Carolina General Contractors license associated with the entity submitting the bid is required if an individual unit bid is greater than \$30,000.

F. SUBMIT A CERTIFICATE OF INSURANCE

The bidder shall provide proof of worker's compensation & employer's liability, general liability, and automobile liability insurance coverage as part of their bid. Please refer to page 11 for details on the Town's insurance requirements.