



818 S. FLORES ST. SAN ANTONIO, TEXAS 78204 www.saha.org

Procurement Department

REQUEST FOR QUOTATIONS

For

Repairs at 9827 Valley Cabin

For

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

Date Issued: November 28, 2011

RFQ #: 1111-909-62-3667

Closes: December 21, 2011 at 11:00 AM

Prepared by:

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

President and CEO..... Lourdes Castro Ramirez

November 2011

- 1.0 The Housing Authority of the City of San Antonio, Texas and its affiliated entities d/b/a San Antonio Housing Authority (“SAHA”) hereby invites independent Contractors to submit bids for Repairs at 9827 Valley Cabin. The repairs are needed to preserve the asset.**
- 2.0 SAN ANTONIO HOUSING AUTHORITY (SAHA) CONTACT: All questions pertaining to this quotation shall be addressed to Carl Bottoms, Procurement Supervisor, telephone 210-477-6165, fax 210-477-6167 or e-mail at carlton_bottoms@saha.org.**
- 3.0 APPLICABILITY: By submitting a quote (hereinafter referred to as "bid") to SAHA, the firm or individual doing so (hereinafter, "the bidder") is automatically agreeing to abide by all terms and conditions listed herein, including those terms and conditions within HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, dated 2/2007 and HUD Table 5.1, Mandatory Contract Clauses for Small Purchases Other Than Construction and if attached; HUD 5370EZ, Davis Bacon or HUD Wage Decision. These documents may be obtained by contacting Carl Bottoms, Procurement Supervisor, telephone 210-477-6165, fax 210-477-6167 or e-mail at carlton_bottoms@saha.org.**

ATTACHMENT A: Specifications

ATTACHMENT B: HUD Form 5370EZ

ATTACHMENT C: Davis Bacon Wage Decision

- 4.0 SAHA’s RESERVATION OF RIGHTS: SAHA reserves the right to:**
 - 4.1 Reject any or all bids, to waive any informalities in the solicitation process, or to terminate the solicitation process at any time, if deemed by SAHA to be in its best interest.**
 - 4.2 Terminate a contract awarded pursuant to this solicitation at any time for its convenience upon delivery of a 14-day written notice.**
 - 4.3 Determine the days, hours and locations that the successful bidder shall provide the items or services called for in this solicitation.**
 - 4.4 Reject and not consider any bid that does not, in the opinion of SAHA, meet the requirements of this solicitation, including but not necessarily limited to incomplete bids and/or bids offering alternate (not including “or equal” items) or non-requested items or services.**
 - 4.5 SAHA reserves the right to:**
 - 4.5.1 To make an award to the same bidder (aggregate) for all items; or,**
 - 4.5.2 To make an award to multiple bidders for the same or different items.**

- 5.0 **BIDDER'S RESPONSIBILITY:** Each bidder must carefully review and comply with all instructions provided herein, or provided within any named attachments.
- 6.0 **DEADLINE:** Each bidder shall submit his/her proposed costs, prior to the posted deadline, where provided herein. Whereas this is an informal solicitation process, SAHA reserves the right to extend the posted deadline at any time prior to the deadline, if, in the opinion of SAHA, it is in its best interest.
- 7.0 **All questions or request for information concerning this RFQ must be submitted in writing two (2) days (48 hours) prior to the closing deadline.**
- 8.0 **HOLD PRICES/NON-ESCALATION:** By submitting a bid, each bidder thereby agrees to "hold" or not increase the proposed bid prices for a minimum period of ninety (90) days with no escalation. Quantities listed in this solicitation are for the purpose of determining best pricing per line item. Contractor shall field verify all quantities and dimensions.
- 9.0 **Method of Award:** SAHA may, at its sole discretion, procure the applicable goods or services by issuance of a PO or execution of a contract. By submitting a bid, the successful proposer agrees to accept the PO or execute the contract.
- 10.0 **Fees:** All fees are all-inclusive of all related costs that a proposer will incur to provide the noted services in compliance with this RFQ, including, but not limited to: employee wages and benefits, clerical support, travel and lodging, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone calls, document copying and motor vehicle fuel, all costs shall be fully burdened.
- 11.0 **AWARD CRITERIA:** Unless otherwise instructed by SAHA, if an award is made such award shall be made to the responsive and responsible contractor that submits the best value to SAHA using price and other factors listed below.

Experience and Cost

- 12.0 **BID COSTS:** There shall be no obligation for SAHA to compensate any bidder or prospective bidder for any costs that he/she may incur in responding to this solicitation.
- 13.0 **ASSIGNMENT OF PERSONNEL:** SAHA retains the right to demand and receive a change in personnel assigned by the Contractor to provide services to SAHA if SAHA believes that such change is in its best interest.
- 14.0 **UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this solicitation (including, but not limited to, selling or transferring the ensuing PO or contract without the prior written consent of SAHA. Any purported assignment of interest or delegation of duty, without the prior written consent of

SAHA shall be void and may result in the cancellation of the PO or contract with SAHA.

15.0 LICENSING REQUIREMENTS: By submitting a bid the successful bidder thereby certifies that he/she possess and will, prior to issuance of a PO or execution of a contract, present to SAHA, proof and/or certification of the following:

15.1 If applicable, local business license or permit issued by the City of San Antonio.

15.2 If applicable, a copy of the bidder’s license issued by the State of Texas licensing authority allowing the bidder to provide the services or products as detailed herein.

16.0 INSURANCE: Contractor shall present to SAHA prior to PO issuance or execution of a contract, proof of insurance compliant with the requirements below.

Professional Liability	Required Limits
SAHA and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to SAHA such as appraisers, inspectors, attorneys, engineers or consultants.	\$1,000,000
Business Automobile Liability	Required Limits
SAHA and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on SAHA properties.	\$500,000 combined sin limit, per occurrence
Workers Compensation and Employer’s Liability	Required Limits
Workers’ Compensation coverage is Statutory and has no pre-set limits. Employer’s Liability limit is \$500,000. Workers’ Compensation is required for any vendor made up of more than one person. A Waiver of Subrogation in favor of SAHA must be included in the Workers’ Compensation policy. SAHA and its affiliates must be a Certificate Holder.	Statutory \$500,000
Commercial General Liability	Required Limits
This is required for any vendor who will be doing hands on work at SAHA properties. SAHA and its affiliates must be named as an Additional Insured and as the Certificate Holder.	\$1,000,000 per accident \$2,000,000 aggregate

17.0 GENERAL CONDITIONS:

17.1 Scope of Work is Attachment A.

17.2 Location of Property:

**9827 Valley Cabin
San Antonio, Tx 78250**

17.3 WARRANTY: All services and goods provided pursuant to this RFQ and the resulting contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services,

but in any event such goods and services shall be warranted for at least a period of two (2) years.

17.4 All products listed herein are to reference a known quality and level of performance. SAHA will consider alternate brands of equal quality and performance. The Proposer must indicate on the Proposal Fee Sheet if they are proposing an alternate product, and provide complete manufacturer's specification. In all cases SAHA shall be the final determiner of equality. All substitutions will be approved in writing; no oral approvals shall be recognized.

17.5 Responses may be hand delivered to:

**San Antonio Housing Authority,
Attn: Carl Bottoms, Procurement Supervisor,
818 S. Flores, San Antonio, TX 78204
or
Faxed to: Attn. Carl Bottoms at 210-477-6167
or
Emailed to: carlton_bottoms@saha.org**

18.0 Invoicing: Invoices shall be sent to: San Antonio Housing Authority, Accounts Payable, P.O. Box 830428, San Antonio, TX 78283-0428 or may be e-mailed to Accounts_Payable@saha.org. Contractor shall invoice SAHA within 60 days after the delivery of the goods or service. If contractor fails to invoice within 60 days SAHA reserves the right to not pay the invoice. In an effort to be more efficient, SAHA processes all payments electronically. Contractors will be required to complete a direct deposit form.

19.0 Fair Labor Standards Act: Both parties hereby agree to comply with the provisions of the Fair Labor Standards Act (29 U.S.C. 201, et seq).

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

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

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

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

(f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) In addition Contractor shall comply with SAHA Section 3 program, policy and procedures adopted on April 6, 2011 and any amendments.

Quote Form
RFQ Closes on December 21, 2011 at 11:00AM
1111-909-62-3667

1. Cost for Repairs at 9827 Valley Cabin per the specifications in this RFQ.

\$ _____

Days to complete _____ Days

If the Contractor fails to list days to complete, the project must be completed in 40 days from notification to begin work.

2. Sub-Contractors: Proposer shall identify his sub-contractors if any:

a) _____

b) _____

Acknowledge Receipt of Addenda

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

Bidders Certification

By signing below, Bidder certifies that the following statements are true and correct:

1. He/she has full authority to bind Bidder and that no member of Bidder's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency;
2. Items for which bids were provided herein will be delivered as specified in the bid,
3. Bidder proposes to furnish and deliver in accordance with the terms, conditions, and specifications embodied herein, all of which terms, conditions, and specifications are hereby accepted and made a part of this bid, all materials and supplies, which are described on the bid worksheets herein and opposite of which prices have been entered, at the price or prices quoted, subject to valid price reductions as hereafter defined, as ordered for delivery, by SAHA,
4. Bidder agrees that this bid shall remain open and valid for at least a period of 90 days from the date of the Bid Opening and that this bid shall constitute an offer, which, if accepted by SAHA and subject to the terms and conditions of such acceptance, shall result in a contract between SAHA and the undersigned Bidder,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this bid,
6. Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
7. Bidder has not received compensation for participation in the preparation of the specifications for this RFQ, and
8. The individual or business entity named in this bid is eligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate,
9. Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such bid is genuine and not collusive and that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the SAHA or any person interested in the proposed contract; and that all statements in said bid are true.

Initials_____

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

Initials_____

11. In submitting this bid, it is understood if written notice of the acceptance of this bid is mailed, e-mailed, or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver the products and/or services described herein. By signature hereon the bidder certifies he has the right and authority to bind the company.

Submitted by: _____ Date: _____
(Firm)

(Signature) (Printed name and title)

(Business address,)

(Phone) (E-mail)

ATTACHMENT A

Scope of Work



San Antonio Housing Authority
Scope of Work
For the rehab of
9827 Valley Cabin

10/28/11

Presented by:
Dan Martinez
Project Manager
Development Services

Exterior Landscaping

1. All trees and shrubbery should be trimmed back from the home a minimum of 3 feet.
2. Fix grading at the rear of the house to promote the flow of storm water away from the house and prevent water ponding at 2 locations.

Exterior

3. Replace rotten bottom sill plate in garage with new plate. Repair siding and sheetrock and replace 1x4 missing outside on siding.
4. Replace rotten fascia board at the right front corner of the home.
5. Replace fascia at the right rear corner of home that has a hole.
6. Remove and replace siding and trim around the 2 rear windows that are water damaged. Replace any damaged insulation inside. Replacement siding to be 4x8 fiber cement siding to match as close as possible to existing siding. Also replace the windows at these two locations with the same size, style, and color window. Install proper flashing above window.
7. Replace the window on the right side of the home off of the living room with the same size, style, and color window. Repair the siding using 4x8 siding to match as closely as possible to the existing siding. Install proper flashing above window.
8. Replace window at the den in the front of the home with the same size, style and color window. Replace the trim around the window.
9. Cover hole in the soffit at the left rear corner of the home.
10. Replace damaged panels on the garage door. Garage door needs to be serviced to operate properly.
11. Open exterior wall and repair the exterior combustion air vent to the firebox. Repair the siding and install vent cap with trim.
12. Seal around the electrical panels with silicone to prevent water from draining behind the panels.
13. Secure all 1x4 trim along the bottom of the house. Replace any damaged or rotted pieces.
14. Paint all pvc plumbing vents with latex paint to help protect the pipe from cracking.
15. Repair the fence gate to the back of the house to operate properly
16. Trim all bushes away from house.

Roofing

1. Repair all damaged shingles with the same color and grade shingles.
2. The exposed roofing nails at the ridge caps, roof vents, and roof jacks should be sealed to avoid water penetration.
3. Seal the bolts which secure the satellite dish to the home from water penetrating.
4. Roof jack which surrounds the rear plumbing vent is torn and needs to be replaced. Replace any damaged shingles around the vent.
5. Secure and paint all exposed valley flashing that is not properly nailed and/or rusted.
6. Remove all siding, trim, and chimney cap and replace all flashing, siding, and trim around the chimney. Install a new chimney cap. Siding to be 4x8 fiber cement siding to match as close as possible to existing siding. Trim to be rough sawn 1x4, 1x6, or 1x8.
7. Repair any shingles around the chimney after the installation of new siding and flashing.
8. Install 6 vents on roof. Repair shingles as needed.

Attic

1. Replace the attic access hatch.
2. Replace missing insulation over the living room in the attic.
3. Replace the torn right gable vent screen in the attic.
4. Install gable vent on left side of home.

Interior

1. Repair all damaged sheetrock throughout the home. Patch, tape and float and texture to match existing texture.
2. Remove sheetrock and window sills around back rear windows. Replace any damaged insulation or material and repair sheetrock and replace window sills to match existing window sills.
3. Replace window sills at the living room and front den windows. Repair any damaged sheetrock from window replacement.
4. Replace all sheetrock that was removed by the mold remediation process in the kitchen, living room, utility room, and bathroom. Tape and float and texture new sheetrock to match the existing texture.
5. Install cabinets in the kitchen per spec sheet. See Drawing Detail for cabinet specs.
6. Install laminate countertop throughout the kitchen. Color to be selected.
7. Provide range, vent-a-hood, dishwasher, and garbage disposal per spec sheet.
8. Install base cabinet in the bathroom.
9. Install cultured marble countertop with integrated sink in the bathroom – color (white) with splash sides along the 2 wall sides.
10. Remove and replace all baseboard trim throughout the house per the spec sheet
11. Remove and replace the sliding glass door in the kitchen per the spec sheet. Repair siding and trim on the exterior of the door after replacement. Make any necessary repairs to the sheetrock inside to ensure a clean finish.
12. Replace all interior doorknobs per spec sheet. Install privacy knobs on all bedrooms and bathrooms. Passage knobs on all other doors.
13. Install new doorknobs and deadbolts on the front and side doors. Install deadbolt on the door to the garage. All locks and deadbolts to be keyed alike. Doorknobs per spec sheet.
14. Replace and install new door and jamb to the pantry, Bedroom #2 entry and closet door, and the bathroom door to the hall per spec sheet
15. Replace the damaged trim inside the master closet on the left door.
16. Replace all shelving and closet rods in the master closet per Drawing.
17. Level garage entry door to operate properly and install new deadbolt and doorknob
18. Clean the fireplace flue and firebox of creosote buildup.
19. Install mirror, toilet paper holder, and towel bar in the bathroom.
20. Repair any damaged flooring if needed around the mold remediation area.
21. Replace the shelving and closet rods in Bed # 2 closet per Drawing.
22. Add brackets to the middle of the shelves in the pantry for support.
23. Install new doorstops throughout the home.
24. Install cabinet front at A/C and water heater location. To be painted.
25. Remove and dispose of all mini blinds on windows and side door

26. Professionally clean entire house to include, tubs, toilets, baseboards, shelves, floors, and cabinets. Pressure wash the garage and front porch.

Electrical

1. The inspector indicated that double tapping was present at the exterior main electrical panel. Only one wire can be connected to a single breaker as per current standards. A licensed electrician should evaluate and repair. If the circuit cannot be relocated and or disconnected, the panel will have to be updated.
2. Remove ceiling fan from garage and install light per spec sheet.
3. Install ceiling fans in the bedrooms and living room per spec sheet. Living room to be installed with a 12" down rod.
4. Install light fixture in the front den per spec sheet. There is currently no fixture in this room. Wiring may be required.
5. Replace all plugs, switches, phone, and cable plates throughout the home with white standard switches and plugs.
6. Remove front porch light and install new one from spec sheet
7. Replace all smoke alarms with new smoke and carbon monoxide combo alarms. Install smoke and carbon monoxide alarm in the master bedroom.
8. Install proper GFCI plugs at the kitchen, bathroom, garage, and exterior plugs.
9. Install cover plate on plug in attic.
10. Replace bathroom exhaust fan/heat/light and vent it to the exterior soffit.
11. Install new wireless doorbell system.
12. Replace all exterior flood light fixtures (2) with selection from spec sheet. All romex wire connecting floodlights needs to be in protective conduit.
13. Replace light outside sliding door with selection from spec sheet.
14. Replace kitchen lights with selection from spec sheet.
15. Install power cord to dishwasher, range, and vent-a-hood.
16. Install range oven with anti tip bracket
17. Install vent-a-hood over range.
18. All breakers to the HVAC system are to be sized as per the manufactures label.
19. Replace all light bulbs throughout the home
20. Install vanity light in bathroom per spec sheet.
21. Replace light fixture in both bedroom closets and outside the pantry per spec sheet. Install switches at the closets for the lights.

Plumbing

22. Before sheetrock is replaced at the mold remediation section, a new water heater is to be installed at the water heater closet to include safety pan and drain. This needs to be turned on and the hot and cold sides checked for leaks as somewhere along this system is a water leak which caused the water damage. Repair any leaks found. Water heater to be per the spec sheet.
23. Install new faucet and drain kit in the bathroom per spec sheet.
24. Install new toilet in bathroom per spec sheet
25. Install kitchen sink, faucet, garbage disposal, and drain kit. Faucet, sink, and disposal selection are per spec sheet.
26. Install dishwasher.
27. Install anti-siphon devices at all hose bibs

28. Lower the static water pressure to between 70-79 PSI via a pressure regulator.
29. Replace the showerhead, arm, and escutcheon on the shower with new chrome finish part.
30. Remove the washer box install a new one repairing any leaks present.
31. Sinks and toilet installation to include new cut off valves at each location.
32. Replace the dryer vent.

HVAC

1. Replace entire A/C System including the air handler, condenser, and all ductwork.

Painting

1. Prep, prime, and paint all exterior of home. Colors (2) to be provided.
2. Prep, prime, and paint al the interior of the home. Colors (2) to be provided

General

3. Attached is the inspection report for this home. An effort to include all these inspection items into the scope of work was made, however, in the case that something was not clearly stated to correct a deficiency, all items must be cleared by the inspector prior to final acceptance of this project.

Note: All work is subject to project manager's approval. This bid is to include all permits and any materials needed to perform this scope of work. All items on the spec sheet are to be supplied by contractor selected for this project. Proper disposal of all construction debris is required. Copies of permits from the City of San Antonio will need to be on file with the project manger prior to commencement of work.

The selections contained in this spec sheet are from Home Depot. Alternatives may be used if approved by the project manager and must be of equal or greater value.

Side Door Fixture and Front Porch



Hampton Bay Black 1-Light Outdoor Wall Lantern

\$10.97

Model BPM1691-BLK

Bathroom Vanity Light



Hampton Bay 3-Light Flush Mount Chrome Raceway Bath Bar Light

\$11.97

Model HB2050-35

Closet/Pantry lights



Hampton Bay Energy Star GX53 7-Watt Fluorescent Light Bulb

\$9.82

Master Bedroom, Bedroom #2



Hampton Bay Landmark Plus 42 in. Ceiling Fan

\$49.97

Model HL42QV-WH-LC30

Garage



Lithonia Lighting 2-Light Flush-Mount Steel White Fluorescent Light

\$19.86

Front Den, 2 kitchen locations



Lithonia Lighting
1-Light Low Profile Flush Mount White Wall or Ceiling
Light

\$29.96

Floodlights



Lithonia Lighting
2-Lamp Outdoor Floodlight

\$10.97

Dishwasher



Hotpoint Built-in Dishwasher in White

\$249

Model # HDA2000VWW

Range



Hotpoint
30 in. Freestanding Electric Range in White

\$314.10

Model RB526DPWW

Vent-a Hood

**NuTone
RL6200 30 in. Non-Vented Range Hood in White**



\$39.99

Model 423001

Toilet



Glacier Bay 2-Piece High-Efficiency Elongated All in One Toilet in White with Left Tank Lever in Chrome

\$98.00

Model # TL-7600HC-HET

Master Bath Faucet



**Glacier Bay
4 in. 2-Handle Low-Arc Bathroom Faucet in Chrome**

\$24.86

Model 67092-6001

Kitchen Sink Faucet



**American Standard
Cadet Single-Handle Kitchen Faucet in Chrome**

\$59.00

Model 8410F



**InSinkErator
Badger 1 1/3 HP Continuous Feed Garbage Disposer**

Model # BADGER 1

Sink

Glacier Bay Top-Mount 32-7/8 in. x 21-7/8 in. Double Bowl Kitchen Sink

\$49.95

Water Heater

GE 38 Gal. Short 6 Year 4500W DE 240V Electric Water Heater



\$318.00

Model # GE38S06AAG

Patio Door

Masonite 72 in. x 80 in. White Steel Pre-hung Left-Hand Inswing 15-Lite Patio Door **\$328.00**

Paint

All walls and ceiling to be one color and all trim and doors to be another color. Colors to be provided by project manager.

Base Moulding for house**16 ft. x 3-1/4 in. x 5/8 in. Pine Base Moulding****Doors**

Any interior doors identified for replacement are to be 6 panel doors.

Doorknobs and Locks for exterior doors**Kwikset****991 Juno Entry Knob and Single Cylinder Deadbolt
Combo Pack feat SmartKey****\$49.92****Interior doors****Kwikset****Polo Satin Nickel Bed/Bath Knob**

Model 300P 15 CP

**Kwikset****Polo Satin Nickel Hall/Closet Knob**

Model # ZZ200P 15 CP

Cabinets



American Classics . Base Cabinet

This is the style and color for the vanity cabinets. It can be from any manufacturer. Must be HUD approved.

Cabinets are 36" high base cabinets, 30" upper cabinets

Mirror, towel bar, toilet paper holder

30w x 36h mirror



Franklin Brass

Futura 18 in. Towel Bar in Polished Chrome

\$8.97



Franklin Brass

Futura Toilet Paper Holder with Gray Plastic Roller in Polished Chrome

\$9.99

CANYON CREEK INSPECTIONS
111 Lariat
San Antonio, TX 78232
210.286.7399
Steve@canyoncreekinspections.com



PROPERTY INSPECTION REPORT

Prepared For: Bobbie Thomas
(Name of Client)

Concerning: 9827 Valley Cabin
(Address or Other Identification of Inspected Property)

By: Steve May # 8994 05-23-2011
(Name and License Number of Inspector) (Date)

(Name, License Number and Signature of Sponsoring Inspector, if required)

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information.

This inspection is subject to the rules ("Rules") of the Texas Real Estate Commission ("TREC"), which can be found at www.trec.state.tx.us.

The TREC Standards of Practice (Sections 535.227-535.231 of the Rules) are the minimum standards for inspections by TREC-licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is not required to move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. The inspection does NOT imply insurability or warrantability of the structure or its components. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

In this report, the inspector will note which systems and components were Inspected (I), Not Inspected (NI), Not Present (NP), and/or Deficient (D). General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing parts, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

Some items reported as Deficient may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards, form OP-I.

This property inspection is not an exhaustive inspection of the structure, systems, or components. **The inspection may not reveal all deficiencies.** A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller's disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. **You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.**

Items identified in the report do not obligate any party to make repairs or take other action, nor is the purchaser required to request that the seller take any action. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods. Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficiency

I	NI	NP	D	Inspection Item
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I. STRUCTURAL SYSTEMS

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A. Foundations

Type of Foundation(s): Slab-on grade

Comments:

The foundation is performing as intended. No significant problems were observed

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B. Grading & Drainage

Comments:

1. All trees and shrubbery should be trimmed back from the home a minimum of 3 feet for proper use. Trees located within 3' of the roof line will cause damage to the roof covering over time. Shrubby located with 3' of the home will increase the risk of water penetration into the home and is conducive to wood destroying insects.



2. The grading should be improved at the rear of the house to promote the flow of storm water away from the house. This can usually be accomplished by the addition of top soil. The ground should slope away from the house at a rate of one inch per foot for at least the first ten feet. Ideally, at least eight (8) inches of clearance should be maintained between soil level and the top of the foundation walls.

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C. Roof Covering Materials

Type(s) of Roof Covering: Fiberglass composition shingle

Viewed From: Walked on roof

Comments:

1. The trees have damaged many shingles on the rear slope of the roof covering. A licensed roofer should evaluate and repair.



2. The exposed roofing nails at the ridge caps, roof vents, and roof jacks should be sealed to avoid water penetration.
3. The bolts which secure the satellite dish to the home should be sealed to avoid water penetration.

I	NI	NP	D	Inspection Item
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- 4. The roof jack which surrounds the rear plumbing vent was torn and should be replaced.



- 5. The valley flashing installed on the home was rusted in various locations. The said flashing was not properly secured to the roof at the front slope.



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D. Roof Structure & Attic

Viewed From: Entered attic and performed a visual inspection

Approximate Average Depth of Insulation: 6 inches

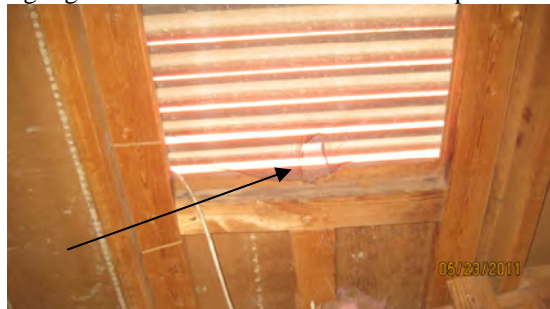
Approximate Average Thickness of Vertical Insulation: N/A

Comments: The roof structure was performing as intended however,

- 1. The attic access hatch was broken and should be replaced.
- 2. The missing insulation noted over the living room should be installed.



- 3. The right gable vent was torn and should be replaced.



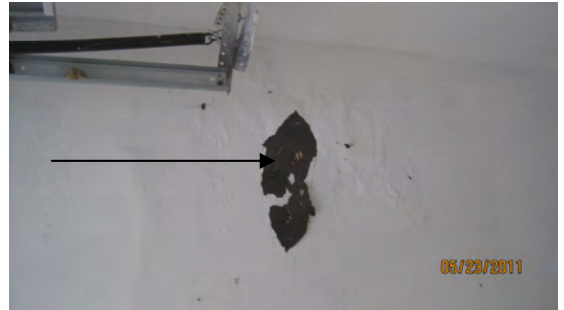
I	NI	NP	D	Inspection Item
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- 4. The level of ventilation should be improved. It is generally recommended that one (1) square foot of free vent area be provided for every one hundred and fifty (150) square feet of ceiling area. Proper ventilation will help to keep the house cooler during warm weather and extend the life of roofing materials. In colder climates, it will help reduce the potential for ice dams on the roof and condensation within the attic. The left gable vent has been removed. This does not allow for proper cross ventilation.

E. Walls (Interior & Exterior)

Comments:

- 1. **A large amount of mold was noted on the drywall in the garage, furnace/ water heater closet, and laundry room closet. The laundry bibs were actively leaking on the day of the inspection. The drywall which surrounds the laundry room closet should be removed and the wall studs should be further evaluated. The drywall on the left garage entry wall should be completely removed as well as all of the drywall in the water heater closet. A mold inspector should evaluate the home prior to repairs.**



- 2. It appears that there was a flood in the home at one point. Water stains were noted on the cabinetry which exceeds 1' high in the kitchen and bathroom. Many of the damaged cabinets in the bathroom and kitchen area should be replaced.
- 3. The damaged corner wall at the kitchen entry should be repaired immediately. The corner metal molding sticks out which is causing a safety hazard.



- 4. Water damage was noted on the cabinetry under the kitchen sink and bathroom area. Water damage was also noted on the kick plates which line the kitchen cabinetry.



I	NI	NP	D	Inspection Item
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- 5. The missing 1x4 trim piece installed to the right of the garage door opening should be replaced.



- 6. The sill plate which the 1x4 nails to was rotten and should be replaced.
- 7. Wood rot was noted on the fascia at the front right corner of the home. The damaged fascia should be replaced.
- 8. A hole was noted in the fascia board on the right rear corner of the home. The fascia in the said area should be replaced.



- 9. Much of the wood siding which surrounds the rear bedroom windows was in need of replacement. The water has penetrated the exterior wall which has rotted out the window sills and wood framing in the wall cavity.



- 10. The rotten 1x4 trim pieces which surround the rear bedroom windows should be replaced after the new siding is installed.



- 11. On section of rotten siding was noted at the front of the home. This was located near the bottom side of the gable opening.
- 12. The horizontal 1x4 trim pieces installed on the lower sections of siding (Left side of the home) should be caulked and painted to prevent future wood rot.

I	NI	NP	D	Inspection Item
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- 13. Drywall patch work is needed in many rooms to include the garage. Holes/ damage was present on many of the interior walls on the day of the inspection.

F. Ceilings & Floors

Comments:

- 1. Several unsecured/ loose tiles were noted in the main living room.
- 2. Much of the base trim in the living room, kitchen and bathroom, is in need of replacement due to water damage.

G. Doors (Interior & Exterior)

Comments:

- 1. The sliding glass screen was missing on the day of the inspection.
- 2. **The stationary portion of the sliding glass door was broken out on the day of the inspection. The glass within the door should be replaced.**



- 3. The missing pantry door, bathroom entry door, and rear right bedroom entry door should be installed prior to closing.
- 4. The missing door knob on the rear bathroom door should be installed.
- 5. The garage entry door rubs on the door frame during operation.
- 6. Three kitchen cabinet doors were coming apart at the joints. The cabinet doors should be repaired and or replaced.
- 7. The two lower garage door panels should be replaced. The door panels were badly dented.



I	NI	NP	D	Inspection Item
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H. Windows

Comments:

1. All of the windows in the home were lacking window screens. It is recommended that screens be made for the windows and installed prior to closing.
2. **The window(s) in many rooms have lost their seal (Total of eight). This has resulted in condensation developing between the panes of glass and can cause the glass to loose its insulating properties. The glass should be replaced prior to closing. Two of the four glazing in every room had lost their seal.**



3. The lack of head flashing was noted over the windows installed on the right and rear sides of the home. Head flashing should be installed to prevent wood rot.



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I. Stairways (Interior & Exterior)

Comments:

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J. Fireplace/Chimney

Comments:

1. Significant creosote build up was noted in the fireplace flue and/or firebox. Cleaning of these areas should be undertaken for improved safety.
2. The exterior combustion air vent was damaged and or not properly installed.



I	NI	NP	D	Inspection Item
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- 3. The extensive wood rot on the chimney trim pieces should be evaluated and repaired to avoid water penetration and or further wood rot.



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K. Porches, Balconies, Decks, and Carports

Comments:

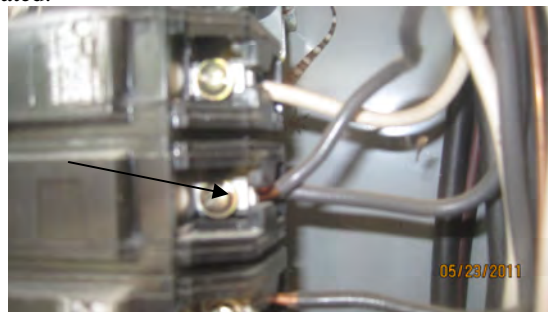
II. ELECTRICAL SYSTEMS

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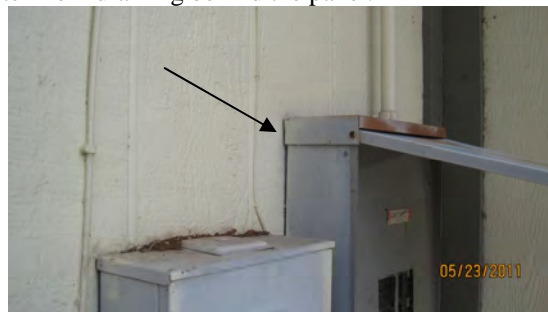
A. Service Entrance and Panels

Comments:

- 1. Double tapping was noted on the breakers in the exterior main electrical panel. Only one electrical wire can be connected to a single breaker as per current standards. A licensed electrician should evaluate and repair. If the circuit cannot be re-located and or disconnected the panel will have to be updated.



- 2. The main electrical panel should be sealed where it joints the side of the home. This will prevent waster from draining behind the panel.



I	NI	NP	D	Inspection Item
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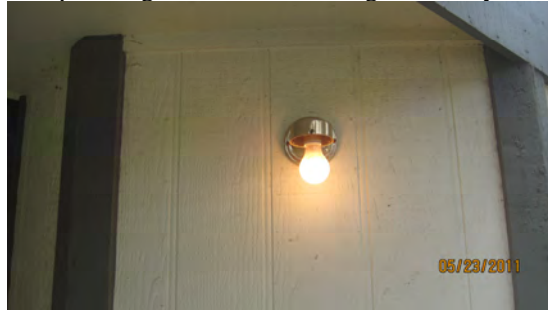
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B. Branch Circuits, Connected Devices, and Fixtures

Type of Wiring: Copper

Comments:

1. The ceiling fan installed in the garage was inoperative. The fan blades and light kit was missing.
2. Several missing/ damaged outlet and switch cover plates were noted throughout the home.
3. The front porch light cover was missing on the day of the inspection.



4. Smoke alarms should be installed in all sleeping rooms and adjoining hallways.
5. The installation of a ground fault circuit interrupter (GFCI) in the kitchen, outdoor, and garage outlet is recommended. A ground fault circuit interrupter (GFCI) offers protection from shock or electrocution.
6. The cracked outlet on the right wall of the study should be replaced.
7. The kitchen light over the sink was not functioning on the day of the inspection.
8. The exterior flood lights were improperly wired. The wire (Romex) which powers the lights should be placed in a protective conduit to prevent possible safety hazards.



9. The missing attic outlet cover plate should be installed.



I	NI	NP	D	Inspection Item
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III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

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A. Heating Equipment

Type of System: Heat Pump

Energy Source: Electricity

Model # None Present

Manufactured-05/1992

Comments:

1. **The furnace was found to be inoperative using the normal control devices. This should be investigated further and/or repaired.**
2. Given the age of the furnace, replacement should be anticipated in the near future.
3. The blower and motor serving the heating system are in suspect condition. This should be monitored and/or repaired.

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B. Cooling Equipment

Type of System: Central Forced Air System

Model # tw1024c10a2

Serial # 10345t2cr

Manufactured-01/1996

Comments: The cooling system was not functioning on the day of the inspection.

1. **The air conditioning system was inoperative at the time of the inspection. A qualified heating and cooling technician should be consulted to further evaluate of this condition and the remedies available for correction. The interior coils were filthy and there was no sign of an air filter installed. The condenser would not activate at all.**



2. The air conditioning system requires servicing.
3. Damaged insulation on refrigerant lines should be repaired.



4. A junction box should be installed behind the condensing unit where the thermostat wires penetrate the side wall of the home.
5. The over current protection device which powers the condensing unit was oversized on the day of the inspection. The breakers should be sized as per the manufactures label.

I	NI	NP	D	Inspection Item
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C. Duct System, Chases, and Vents

Comments:

1. Three sections of duct work were in need of replacement in the main attic area. The insulation installed on the damaged ducts has peeled back from the duct work in several locations.



IV. PLUMBING SYSTEM

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A. Water Supply System and Fixtures

Location of water meter: Street Side

Location of main water supply valve: At Meter

Static water pressure reading: 95 PSI

Comments:

1. It is recommended that an anti-siphon device be added to the hose bib(s).
2. As the static water pressure of the supply plumbing system exceeds 80 pounds per square inch (psi), it would be wise to install a pressure regulator. Otherwise, the plumbing system may be prone to leaks in piping, fittings or other equipment.
3. The majority of plumbing fixtures in various locations are older.
4. The toilet is loose in the main bathroom and should be re-secured.
5. The shower head is leaking in the main bathroom and should be repaired.
6. Cracked, deteriorated and/or missing shower stall grout and caulk should be replaced in the main bathroom.
7. The faucet(s) in the kitchen are leaking and should be repaired.
8. The laundry bibs are leaking. Repair or replacement should be undertaken immediately.



9. The toilet shut off valve was stuck in the open position and would not shut off. The shut off valve should be replaced.
10. The sink and tub in the bathroom lacked drain stops on the day of the inspection.
11. The screw cap was missing on the leaking kitchen faucet.

I	NI	NP	D	Inspection Item
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B. Drains, Wastes, and Vents

Comments:

1. The PVC plumbing vent installed on the roof top should be protected with some form of latex paint to prevent the pipe from cracking.

C. Water Heating Equipment

Energy Source: Electricity

Capacity: 40 Gallon

Model # None Present

Comments: The water heater was functioning however,

1. **The water heater is an older unit that may be approaching the end of its useful life. It would be wise to budget for a new unit. One cannot predict with certainty when replacement will become necessary.**
2. The Temperature and Pressure Relief (TPR) Valve serving the water heater is inoperative. This condition should be repaired.
3. The discharge piping serving the Temperature and Pressure Relief (TPR) Valve for the water heater should terminate not less than 6 inches or more than 24 inches above the floor. Repairs should be undertaken.
4. No safety pan and drain was found for the water heater. This should be repaired by the installation of a pan with a drain by a qualified professional

D. Hydro-Massage Therapy Equipment

Comments:

V. APPLIANCES

A. Dishwasher

Comments:

1. The dishwasher air gap device does not appear to be properly configured. Air gaps are now standard equipment to assure a separation between supply and waste water. It is advised that this condition be investigated and repairs undertaken.
2. The dishwasher is an older unit. While replacement is not needed right away, it would be wise to budget for a new dishwasher. In the interim, a higher level of maintenance can be expected.
3. The dishwasher is inoperative and should be repaired or replaced.

B. Food Waste Disposer

Comments:

1. The food waste disposer is excessively noisy. Repairs may be necessary.

C. Range Exhaust Vent

Comments:

1. The range hood light was not functioning on the day of the inspection.

I	NI	NP	D	Inspection Item
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D. Ranges, Cook tops, and Ovens

Comments:

1. The electric range has been lacking maintenance somewhat.
2. The oven light in the range is inoperative and should be repaired.
3. A control knob on the electric range is damaged and is need of repair.
4. The thermostat for the oven was found to be inaccurate and should be repaired. The temperature was found to be greater than a 25 degree difference of 350 degrees as measured by a detached thermometer.
5. The oven has been lacking maintenance somewhat.

E. Microwave Oven

Comments:

F. Trash Compactor

Comments:

G. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

1. The bathroom exhaust fan should be repaired so as to discharge to the building exterior.
2. The exhaust fan is inoperative and in need of repair.

H. Garage Door Operator(s)

Comments:

I. Doorbell and Chimes

Comments:

1. The door bell button was missing on the day of the inspection. It appears that the door bell was not a hard wired system rather a wireless system.



I	NI	NP	D	Inspection Item
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J. Dryer Vents

Comments:

VI. OPTIONAL SYSTEMS

A. Lawn and Garden Sprinkler Systems

Comments:

B. Swimming Pools, Spas, Hot Tubs, and Equipment

Type of Construction: In Ground

Comments:

C. Outbuildings

Comments:

D. Outdoor Cooking Equipment

Energy Source:

Comments:

E. Gas Supply Systems

Comments:

F. Private Water Wells (A coliform analysis is recommended.)

Type of Pump:

Type of Storage Equipment:

Comments:

G. Private Sewage Disposal (Septic) Systems

Type of System:

Location of Drain Field:

Comments:

H. Whole-House Vacuum Systems

Comments:

I. Other Built-in Appliances

Comments:

ADDENDUM: REPORT SUMMARY

The following is a synopsis of the potentially significant improvements that should be budgeted for over the short term. Other significant improvements, outside the scope of this inspection, may also be necessary. Please refer to the body of this report for further details on these and other recommendations.

For your convenience, the following conventions have been used in this summary addendum.

Major Concerns: a system or component which is considered significantly deficient or is unsafe. Significant deficiencies need to be corrected and, except for some safety items, are likely to involve significant expense.

Safety Issues: denotes a condition that is unsafe and in need of prompt attention.

Repair Items: denotes a system or component which is missing or which needs corrective action to assure proper and reliable function.

Improvement Items: denotes improvements which are recommended but not required.

Items to monitor: denotes a system or component needing further investigation and/or monitoring in order to determine if repairs are necessary.

Deferred Cost Items: denotes items that have reached or are reaching their normal life expectancy or show indications that they may require repair or replacement anytime during the next five (5) years.

MAJOR CONCERNS

The inspection of the property listed above must be performed in compliance with the rules of the Texas Real Estate Commission (TREC).

- **The trees have damaged many shingles on the rear slope of the roof covering. A licensed roofer should evaluate and repair.**
- **A large amount of mold was noted on the drywall in the garage, furnace/ water heater closet, and laundry room closet. The laundry bibs were actively leaking on the day of the inspection. The drywall which surrounds the laundry room closet should be removed and the wall studs should be further evaluated. The drywall on the left garage entry wall should be completely removed as well as all of the drywall in the water heater closet. A mold inspector should evaluate the home prior to repairs.**
- **It appears that there was a flood in the home at one point. Water stains were noted on the cabinetry which exceeds 1' high in the kitchen and bathroom. Many of the damaged cabinets in the bathroom and kitchen area should be replaced.**
- **Much of the wood siding which surrounds the rear bedroom windows was in need of replacement. The water has penetrated the exterior wall which has rotted out the window sills and wood framing in the wall cavity.**
- **The stationary portion of the sliding glass door was broken out on the day of the inspection. The glass within the door should be replaced.**
- **The window(s) in many rooms have lost their seal (Total of eight). This has resulted in condensation developing between the panes of glass and can cause the glass to loose its insulating properties. The glass should be replaced prior to closing. Two of the four glazing in every room had lost their seal.**
- **The furnace was found to be inoperative using the normal control devices. This should be investigated further and/or repaired.**
- **The air conditioning system was inoperative at the time of the inspection. A qualified heating and cooling technician should be consulted to further evaluate of this condition and the remedies available for correction. The interior coils were filthy and there was no sign of an air filter installed. The condenser would not activate at all.**

SAFETY ISSUES

- **The damaged corner wall at the kitchen entry should be repaired immediately. The corner metal molding sticks out which is causing a safety hazard.**
- **Significant creosote build up was noted in the fireplace flue and/or firebox. Cleaning of these areas should be undertaken for improved safety.**

I	NI	NP	D	Inspection Item
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- Double tapping was noted on the breakers in the exterior main electrical panel. Only one electrical wire can be connected to a single breaker as per current standards. A licensed electrician should evaluate and repair. If the circuit cannot be re-located and or disconnected the panel will have to be updated.
- The installation of a ground fault circuit interrupter (GFCI) in the kitchen, outdoor, and garage outlet is recommended. A ground fault circuit interrupter (GFCI) offers protection from shock or electrocution.
- The exterior flood lights were improperly wired. The wire (Romex) which powers the lights should be placed in a protective conduit to prevent possible safety hazards.
- The missing attic outlet cover plate should be installed.

REPAIR ITEMS

- All trees and shrubbery should be trimmed back from the home a minimum of 3 feet for proper use. Trees located within 3’ of the roof line will cause damage to the roof covering over time. Shrubby located with 3’ of the home will increase the risk of water penetration into the home and is conducive to wood destroying insects.
- The grading should be improved at the rear of the house to promote the flow of storm water away from the house. This can usually be accomplished by the addition of top soil. The ground should slope away from the house at a rate of one inch per foot for at least the first ten feet. Ideally, at least eight (8) inches of clearance should be maintained between soil level and the top of the foundation walls.
- The exposed roofing nails at the ridge caps, roof vents, and roof jacks should be sealed to avoid water penetration.
- The bolts which secure the satellite dish to the home should be sealed to avoid water penetration.
- The roof jack which surrounds the rear plumbing vent was torn and should be replaced.
- The valley flashing installed on the home was rusted in various locations. The said flashing was not properly secured to the roof at the front slope.
- The attic access hatch was broken and should be replaced.
- The missing insulation noted over the living room should be installed.
- The right gable vent was torn and should be replaced.
- The level of ventilation should be improved. It is generally recommended that one (1) square foot of free vent area be provided for every one hundred and fifty (150) square feet of ceiling area. Proper ventilation will help to keep the house cooler during warm weather and extend the life of roofing materials. In colder climates, it will help reduce the potential for ice dams on the roof and condensation within the attic. The left gable vent has been removed. This does not allow for proper cross ventilation.
- Water damage was noted on the cabinetry under the kitchen sink and bathroom area. Water damage was also noted on the kick plates which line the kitchen cabinetry.
- The missing 1x4 trim piece installed to the right of the garage door opening should be replaced. The sill plate which the 1x4 nails to was rotten and should be replaced.
- Wood rot was noted on the fascia at the front right corner of the home. The damaged fascia should be replaced.
- A hole was noted in the fascia board on the right rear corner of the home. The fascia in the said area should be replaced.
- The rotten 1x4 trim pieces which surround the rear bedroom windows should be replaced after the new siding is installed.
- On section of rotten siding was noted at the front of the home. This was located near the bottom side of the gable opening.
- The horizontal 1x4 trim pieces installed on the lower sections of siding (Left side of the home) should be caulked and painted to prevent future wood rot.
- Drywall patch work is needed in many rooms to include the garage. Holes/ damage was present on many of the interior walls on the day of the inspection.
- Several unsecured/ loose tiles were noted in the main living room.
- Much of the base trim in the living room, kitchen and bathroom, is in need of replacement due to water damage.
- The sliding glass screen was missing on the day of the inspection.
- The missing pantry door, bathroom entry door, and rear right bedroom entry door should be installed prior to closing.

I	NI	NP	D	Inspection Item
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- The missing door knob on the rear bathroom door should be installed.
- The garage entry door rubs on the door frame during operation.
- Three kitchen cabinet doors were coming apart at the joints. The cabinet doors should be repaired and or replaced.
- The two lower garage door panels should be replaced. The door panels were badly dented.
- All of the windows in the home were lacking window screens. It is recommended that screens be made for the windows and installed prior to closing.
- The lack of head flashing was noted over the windows installed on the right and rear sides of the home. Head flashing should be installed to prevent wood rot.
- The exterior combustion air vent was damaged and or not properly installed.
- The extensive wood rot on the chimney trim pieces should be evaluated and repaired to avoid water penetration and or further wood rot.
- The ceiling fan installed in the garage was inoperative. The fan blades and light kit was missing.
- Several missing/ damaged outlet and switch cover plates were noted throughout the home.
- The front porch light cover was missing on the day of the inspection.
- Smoke alarms should be installed in all sleeping rooms and adjoining hallways.
- The cracked outlet on the right wall of the study should be replaced.
- The kitchen light over the sink was not functioning on the day of the inspection.
- The blower and motor serving the heating system are in suspect condition. This should be monitored and/or repaired.
- The air conditioning system requires servicing.
- Damaged insulation on refrigerant lines should be repaired.
- A junction box should be installed behind the condensing unit where the thermostat wires penetrate the side wall of the home.
- The over current protection device which powers the condensing unit was oversized on the day of the inspection. The breakers should be sized as per the manufactures label.
- Three sections of duct work were in need of replacement in the main attic area. The insulation installed on the damaged ducts has peeled back from the duct work in several locations.
- It is recommended that an anti-siphon device be added to the hose bib(s).
- As the static water pressure of the supply plumbing system exceeds 80 pounds per square inch (psi), it would be wise to install a pressure regulator. Otherwise, the plumbing system may be prone to leaks in piping, fittings or other equipment.
- The majority of plumbing fixtures in various locations are older.
- The toilet is loose in the main bathroom and should be re-secured.
- The shower head is leaking in the main bathroom and should be repaired.
- Cracked, deteriorated and/or missing shower stall grout and caulk should be replaced in the main bathroom.
- The faucet(s) in the kitchen are leaking and should be repaired.
- The laundry bibs are leaking. Repair or replacement should be undertaken immediately.
- The toilet shut off valve was stuck in the open position and would not shut off. The shut off valve should be replaced.
- The sink and tub in the bathroom lacked drain stops on the day of the inspection.
- The screw cap was missing on the leaking kitchen faucet.
- The Temperature and Pressure Relief (TPR) Valve serving the water heater is inoperative. This condition should be repaired.
- The discharge piping serving the Temperature and Pressure Relief (TPR) Valve for the water heater should terminate not less than 6 inches or more than 24 inches above the floor. Repairs should be undertaken.
- No safety pan and drain was found for the water heater. This should be repaired by the installation of a pan with a drain by a qualified professional

I	NI	NP	D	Inspection Item
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- The dishwasher is inoperative and should be repaired or replaced.
- . The food waste disposer is excessively noisy. Repairs may be necessary.
- The range hood light was not functioning on the day of the inspection.
- The electric range has been lacking maintenance somewhat.
- The oven light in the range is inoperative and should be repaired.
- A control knob on the electric range is damaged and is need of repair.
- The thermostat for the oven was found to be inaccurate and should be repaired. The temperature was found to be greater than a 25 degree difference of 350 degrees as measured by a detached thermometer.
- The oven has been lacking maintenance somewhat.
- The bathroom exhaust fan should be repaired so as to discharge to the building exterior.
- The exhaust fan is inoperative and in need of repair.
- The door bell button was missing on the day of the inspection. It appears that the door bell was not a hard wired system rather a wireless system.

IMPROVEMENT ITEMS

- The main electrical panel should be sealed where it joints the side of the home. This will prevent waster from draining behind the panel.
- The PVC plumbing vent installed on the roof top should be protected with some form of latex paint to prevent the pipe from cracking.
- The dishwasher air gap device does not appear to be properly configured. Air gaps are now standard equipment to assure a separation between supply and waste water. It is advised that this condition be investigated and repairs undertaken.

ITEMS TO MONITOR

DEFERRED COST ITEMS

- Given the age of the furnace, replacement should be anticipated in the near future.
- The water heater is an older unit that may be approaching the end of its useful life. It would be wise to budget for a new unit. One cannot predict with certainty when replacement will become necessary.
- The dishwasher is an older unit. While replacement is not needed right away, it would be wise to budget for a new dishwasher. In the interim, a higher level of maintenance can be expected.

ADDENDUM: MAINTENANCE ADVICE

Upon Taking Ownership

After taking possession of a new home, there are some maintenance and safety issues that should be addressed immediately. The following checklist should help you undertake these improvements:

- Change the locks on all exterior entrances, for improved security.
- Check that all windows and doors are secure. Improve window hardware as necessary. Security rods can be added to sliding windows and doors. Consideration could also be given to a security system.
- Install smoke detectors on each level of the home. Ensure that there is a smoke detector outside all sleeping areas. Replace batteries on any existing smoke detectors and test them. Make a note to replace batteries again in one year.
- Create a plan of action in the event of a fire in your home. Ensure that there is an operable window or door in every room of the house. Consult with your local fire department regarding fire safety issues and what to do in the event of fire.
- Examine driveways and walkways for trip hazards. Undertake repairs where necessary.
- Examine the interior of the home for trip hazards. Loose or torn carpeting and flooring should be repaired.
- Undertake improvements to all stairways, decks, porches and landings where there is a risk of falling or stumbling.
- Review your home inspection report for any items that require immediate improvement or further investigation. Address these areas as required.
- Install rain caps and vermin screens on all chimney flues, as necessary.
- Investigate the location of the main shut-offs for the plumbing, heating and electrical systems. If you attended the home inspection, these items would have been pointed out to you.

Regular Maintenance

EVERY MONTH

- Check that fire extinguisher(s) are fully charged. Re-charge if necessary.
- Examine heating/cooling air filters and replace or clean as necessary.
- Inspect and clean humidifiers and electronic air cleaners.
- If the house has hot water heating, bleed radiator valves.
- Clean gutters and downspouts. Ensure that downspouts are secure, and that the discharge of the downspouts is appropriate. Remove debris from window wells.
- Carefully inspect the condition of shower enclosures. Repair or replace deteriorated grout and caulk. Ensure that water is not escaping the enclosure during showering. Check below all plumbing fixtures for evidence of leakage.
- Repair or replace leaking faucets or shower heads.
- Secure loose toilets, or repair flush mechanisms that become troublesome.

SPRING AND FALL

- Examine the roof for evidence of damage to roof coverings, flashings and chimneys.
- Look in the attic (if accessible) to ensure that roof vents are not obstructed. Check for evidence of leakage, condensation or vermin activity. Level out insulation if needed.
- Trim back tree branches and shrubs to ensure that they are not in contact with the house.
- Inspect the exterior walls and foundation for evidence of damage, cracking or movement. Watch for bird nests or other vermin or insect activity.

I	NI	NP	D	Inspection Item
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- Survey the basement and/or crawl space walls for evidence of moisture seepage.
- Look at overhead wires coming to the house. They should be secure and clear of trees or other obstructions.
- Ensure that the grade of the land around the house encourages water to flow away from the foundation.
- Inspect all driveways, walkways, decks, porches, and landscape components for evidence of deterioration, movement or safety hazards.
- Clean windows and test their operation. Improve caulking and weather-stripping as necessary. Watch for evidence of rot in wood window frames. Paint and repair window sills and frames as necessary.
- Test all ground fault circuit interrupter (GFCI) devices, as identified in the inspection report.
- Shut off isolating valves for exterior hose bibs in the fall, if below freezing temperatures are anticipated.
- Test the Temperature and Pressure Relief (TPR) Valve on water heaters.
- Inspect for evidence of wood boring insect activity. Eliminate any wood/soil contact around the perimeter of the home.
- Test the overhead garage door opener, to ensure that the auto-reverse mechanism is responding properly. Clean and lubricate hinges, rollers and tracks on overhead doors.
- Replace or clean exhaust hood filters.
- Clean, inspect and/or service all appliances as per the manufacturer's recommendations.

ANNUALLY

- Replace smoke detector batteries.
- Have the heating, cooling and water heater systems cleaned and serviced.
- Have chimneys inspected and cleaned. Ensure that rain caps and vermin screens are secure.
- Examine the electrical panels, wiring and electrical components for evidence of overheating. Ensure that all components are secure. Flip the breakers on and off to ensure that they are not sticky.
- If the house utilizes a well, check and service the pump and holding tank. Have the water quality tested. If the property has a septic system, have the tank inspected (and pumped as needed).
- If your home is in an area prone to wood destroying insects (termites, carpenter ants, etc.), have the home inspected by a licensed specialist. Preventative treatments may be recommended in some cases.

Prevention Is The Best Approach

Although we've heard it many times, nothing could be more true than the old cliché "an ounce of prevention is worth a pound of cure." Preventative maintenance is the best way to keep your house in great shape. It also reduces the risk of unexpected repairs and improves the odds of selling your house at fair market value, when the time comes.

Please feel free to contact our office should you have any questions regarding the operation or maintenance of your home. Enjoy your home!

ADDENDUM: CARBON MONOXIDE INFORMATION

What is carbon monoxide (CO) and how is it produced in the home?

CO is a colorless, odorless, toxic gas. It is produced by the incomplete combustion of solid, liquid and gaseous fuels. Appliances fueled with gas, oil, kerosene, or wood may produce CO. If such appliances are not installed, maintained, and used properly, CO may accumulate to dangerous levels.

What are the symptoms of CO poisoning and why are these symptoms particularly dangerous?

Breathing CO causes symptoms such as headaches, dizziness, and weakness in healthy people. CO also causes sleepiness, nausea, vomiting, confusion and disorientation. At very high levels, it causes loss of consciousness and death.

This is particularly dangerous because CO effects often are not recognized. CO is odorless and some of the symptoms of CO poisoning are similar to the flu or other common illnesses.

Are some people more affected by exposure to CO than others?

CO exposures especially affect unborn babies, infants, and people with anemia or a history of heart disease. Breathing low levels of the chemical can cause fatigue and increase chest pain in people with chronic heart disease.

How many people die from CO poisoning each year?

In 1989, the most recent year for which statistics are available, there were about 220 deaths from CO poisoning associated with gas-fired appliances, about 30 CO deaths associated with solid-fueled appliances (including charcoal grills), and about 45 CO deaths associated with liquid-fueled heaters.

How many people are poisoned from CO each year?

Nearly 5,000 people in the United States are treated in hospital emergency rooms for CO poisoning; this number is believed to be an underestimate because many people with CO symptoms mistake the symptoms for the flu or are misdiagnosed and never get treated.

How can production of dangerous levels of CO be prevented?

Dangerous levels of CO can be prevented by proper appliance maintenance, installation, and use:

Maintenance:

- A qualified service technician should check your home's central and room heating appliances (including water heaters and gas dryers) annually. The technician should look at the electrical and mechanical components of appliances, such as thermostat controls and automatic safety devices.
- Chimneys and flues should be checked for blockages, corrosion, and loose connections.
- Individual appliances should be serviced regularly. Kerosene and gas space heaters (vented and unvented) should be cleaned and inspected to insure proper operation.
- CPSC recommends finding a reputable service company in the phone book or asking your utility company to suggest a qualified service technician.

Installation:

- Proper installation is critical to the safe operation of combustion appliances. All new appliances have installation instructions that should be followed exactly. Local building codes should be followed as well.
- Vented appliances should be vented properly, according to manufacturer's instructions.
- Adequate combustion air should be provided to assure complete combustion.
- All combustion appliances should be installed by professionals.

Appliance Use:

Follow manufacturer's directions for safe operation.

- Make sure the room where an unvented gas or kerosene space heater is used is well ventilated; doors leading to another room should be open to insure proper ventilation.

I	NI	NP	D	Inspection Item
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- Never use an unvented combustion heater overnight or in a room where you are sleeping.

Are there signs that might indicate improper appliance operation?

Yes, these are:

- Decreasing hot water supply
- Furnace unable to heat house or runs constantly
- Sooting, especially on appliances
- Unfamiliar or burning odor
- Increased condensation inside windows

Are there visible signs that might indicate a CO problem?

Yes, these are:

- Improper connections on vents and chimneys
- Visible rust or stains on vents and chimneys
- An appliance that makes unusual sounds or emits an unusual smell
- An appliance that keeps shutting off (Many new appliances have safety components attached that prevent operation if an unsafe condition exists. If an appliance stops operating, it may be because a safety device is preventing a dangerous condition. Therefore, don't try to operate an appliance that keeps shutting off; call a service person instead.)

Are there other ways to prevent CO poisoning?

Yes, these are:

- Never use a range or oven to heat the living areas of the home
- Never use a charcoal grill or hibachi in the home
- Never keep a car running in an attached garage

Can Carbon Monoxide be detected?

Yes, carbon monoxide can be detected with CO detectors that meet the requirements of Underwriters Laboratories (UL) standard 2034.

Since the toxic effect of CO is dependent upon both CO concentration and length of exposure, long-term exposure to a low concentration can produce effects similar to short term exposure to a high concentration.

Detectors should measure both high CO concentrations over short periods of time and low CO concentrations over long periods of time - the effects of CO can be cumulative over time. The detectors also sound an alarm before the level of CO in a person's blood would become crippling. CO detectors that meet the UL 2034 standard currently cost between \$35 and \$80.

Where should the detector be installed?

CO gases distribute evenly and fairly quickly throughout the house; therefore, a CO detector should be installed on the wall or ceiling in sleeping area/s but outside individual bedrooms to alert occupants who are sleeping.

Aren't there safety devices already on some appliances? And if so, why is a CO detector needed?

Vent safety shutoff systems have been required on furnaces and vented heaters since the late 1980s. They protect against blocked or disconnected vents or chimneys. Oxygen depletion sensors (ODS) have also been installed on unvented gas space heaters since the 1980s. ODS protect against the production of CO caused by insufficient oxygen for proper combustion. These devices (ODSs and vent safety shutoff systems) are not a substitute for regular professional servicing, and many older, potentially CO-producing appliances may not have such devices. Therefore, a CO detector is still important in any home as another line of defense.

Are there other CO detectors that are less expensive?

There are inexpensive cardboard or plastic detectors that change color and do not sound an alarm and have a limited useful life. They require the occupant to look at the device to determine if CO is present. CO concentrations can build up rapidly while occupants are asleep, and these devices would not sound an alarm to wake them.

For additional information, write to the U.S. Consumer Product Safety Commission, Washington, D.C., 20207, call the toll-free hotline at 1-800-638-2772, or visit the website <http://www.cpsc.gov>

HUD GUIDE
SPECIFICATIONS
FOR
PUBLIC AND INDIAN HOUSING



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF PUBLIC AND INDIAN HOUSING
451 7TH STREET, SW
WASHINGTON, DC 20410
202/708-4703

Contract No. DU100C000016784

CHK ARCHITECTS AND PLANNERS, INC.
1300 SPRING STREET
SILVER SPRING, MD 20910
301/588-4800

SEPTEMBER, 1993

SECTION 12370

RESIDENTIAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Remove existing cabinets and countertops.
2. Normal/Elderly Use:
 - a. Kitchen wall and base cabinets and countertops.
 - b. Bathroom vanity cabinets and countertops.
3. HUD Severe Use:
 - a. Kitchen wall and base cabinets and countertops.
 - b. Bathroom vanity cabinets and countertops.
4. Metal grease splash.
5. Wood soffits above wall cabinets.

B. Related Requirements: Comply with requirements of following sections:

1. Contractor Use of Premises and Work Sequence: Section 01010 - Summary of Work.
2. Section 01120 - Alteration Project Procedures.

C. Related Sections:

1. Bathroom Renovation Requirements: Section 01010 - Summary of Work.
2. Kitchen Renovation Requirements: Section 01010 - Summary of Work.
3. Reference Standards: Section 01091.
4. Gypsum Board or Plaster Soffits above Cabinets: Section 01120 Alteration Project Procedures.

1.2 REFERENCES

A. Reference Standards: See Section 01091. Comply with following:

1. Cabinets:
 - a. HUD Minimum Property Standards for Housing, 1984 Edition (with changes).
 - b. ANSI/KCMA A161.1 - Recommended Performance and Construction Standards for Kitchen and Vanity Cabinets, 1990.
 - c. Plywood:
 - (1) ANSI/HPMA HP - Hardwood and Decorative Plywood, 1983.
 - (2) US Product Standard PS 1-83 - Softwood Plywood, Construction and Industrial.
 - d. Particleboard: ANSI A208.1 - Particleboard, Mat-Formed Wood, 1989.
 - e. Pressure Treated Lumber: AWWA Standard C2 - Lumber, Timbers, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Processes, 1992.
2. Cabinet Hardware: ANSI/BHMA A156.9 Cabinet Hardware, 1988.
3. Plastic Laminate Countertops: ANSI A161.2 - Performance Standards for Fabricated High Pressure Decorative Laminate Countertops, 1979 (R1987).
 - a. Plastic Laminate: NEMA Standards Publication No. LD 3 - High-Pressure Decorative Laminates, 1991.
4. Cultured Marble Countertops:
 - a. ANSI Z124.3 - Plastic Lavatories, 1986, including addenda Z124, 3a, 1990.
 - b. HUD Use of Materials Bulletin No. UM 73a.
5. Joint Sealant:
 - a. Federal Specification (FS) TT-S-001543A - Sealing Compound: Silicone Rubber Base (For Caulking, Sealing, and Glazing in Buildings and other Structures).
 - b. ASTM C920 - Elastomeric Joint Sealants.

6. Certification:
 - a. ANSI Z34.1 - Certification, Third-Party Certification Program, 1987.

1.3 DEFINITIONS

- A. Supply and Delivery Only: Include supply and delivery to site(s) FOB destination freight prepaid. Unless otherwise specified or scheduled, unloading and handling at site is by PHA/IHA.

1.4 SYSTEM DESCRIPTION

- A. Performance Requirements:
 1. Comply with tests procedures and required performances of ANSI/KCMA A161.1.
 - a. Tests: Performed on standard 760 mm (30 inch) wall and base cabinets.
 2. Drawers and Drawer Hardware for HUD Severe Use: Apply 330 N (75 pound) point load to exterior edge of drawer extended 150 mm (6 inches) from its closed position for period of 15 minutes.
 - a. Successful Test: No failure in any part of drawer assembly or operating system and drawer remain operable with no mechanical interference with any part of cabinet assembly.

1.5 SUBMITTALS

- A. Product Data: Submit product data for cabinets and countertops to Contracting Officer.
- B. Shop Drawings: Submit Shop Drawings for cabinets and countertops to Contracting Officer for each type of kitchen.
- C. Samples: Submit samples of following to Contracting Officer for selection:
 1. Wood veneers with stain finishes.
 2. Plastic laminate patterns and colors.
- D. Quality Assurance/Control Submittals: Submit following to Contracting Officer:
 1. Certificates: Manufacturer's written certification that cabinets and countertops meet or exceed specified requirements.

1.6 QUALITY ASSURANCE

- A. Certifications:
 1. Cabinets: Continuously tested, certified and display label or seal of Kitchen Cabinet Manufacturer's Association (KCMA) or Southern California Association of Cabinet Manufacturers Association in accordance with ANSI Z34.1.
 - a. HUD Severe Use Cabinets: Bear KCMA Certification Seal and additional label indicating conformance to HUD Severe Use specifications.
 - b. Normal/Elderly Use: Bear KCMA Certification Seal.
- B. Regulatory Requirements: Comply with following:
 1. Accessibility:
 - a. Architectural Barriers Act of 1968 as amended (42 USC 4152-4157) and HUD implementing regulations (24 CFR Part 40).
 - (1) Uniform Federal Accessibility Standards (UFAS).
 - b. Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) and HUD implementing regulations 24 CFR Part 8.
 - c. Fair Housing Accessibility Guidelines (24 CFR Chapter 1).
 - d. Americans with Disabilities Act of 1990 (ADA) (28 CFR Part 35).

- C. Mock-ups:
 - 1. Install mock-up of cabinets and countertops in kitchen as part of kitchen renovation mock-up. See Section 01010.
 - 2. Install mock-up of cabinets and countertops in bathroom as part of bathroom renovation mock-up. See Section 01010.
 - 3. Locations: As directed by Contracting Officer
 - 4. Approved Mock-up: Standard for rest of work.
 - 5. Approved Mock-up: May remain part of completed project.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Packing, Shipping, Handling, and Unloading:
 - 1. Do not deliver cabinets until building or storage area is enclosed and sufficiently dry to prevent damage from excessive changes in moisture content.
 - 2. Protect casework and equipment from damage during delivery, storage, installation and subsequent building operations.

1.8 SCHEDULING

- A. Scheduling and Completion: Comply with requirements of Section 01010.

1.9 PROJECT CONDITIONS

- A. Field Measurements: Field measure spaces to receive cabinets before beginning fabrication.
 - 1. Cabinets: Conform to building lines and neatly fitted around openings, pipes, and other obstructions.

PART 2 - PRODUCTS

2.1 NORMAL/ELDERLY USE CABINETS

- A. Cabinets: Standard size factory manufactured, assembled and finished for normal/elderly and severe use as scheduled. Comply with:
 - 1. HUD Minimum Property Standards for Housing, Paragraph 611-1.
 - 2. ANSI/KCMA A161.1.
- B. Cabinet Construction: Hardwood face frames and reveal overlay construction.
 - 1. Base and Wall Cabinets: Same construction and same appearance.
- C. Cabinet Materials:
 - 1. Plywood: ANSI/HPMA HP and PS 1.
 - 2. Particleboard, ANSI A208.1, medium density.
 - 3. Pressure Treated Lumber: AWPA C2.
 - 4. Cabinet Hardware: ANSI/BHMA A156.9.
 - a. Cabinet Hardware: Finishing requirements of ANSI/BHMA A156, corrosion resisting.
- D. Vanity Cabinets: Sizes as indicated on drawings.
 - 1. Size if Not Indicated: 460 mm (18 inches) to 610 mm (24 inches) wide and 410 mm (16 inches) to 530 mm (21 inches) deep.
- E. Cabinet Finish: Comply with ANSI/KCMA A161.1 finish test and performance requirements.
 - 1. Exposed Surfaces and Interior of Cabinet: Factory finished consisting of stain, sealer and top coat, lightly sanded between application.
 - a. Sealer and Top Coats: Oven dried.
 - b. Stain Color: Selected by Contracting Officer from manufacturer's standard colors.

2. Toe Kick: Painted as directed by Contracting Officer.
 3. Alternate Finish: High-pressure Decorative Laminates (HPDL) may be supplied in lieu of finish described above.
 - a. HPDL: Comply with NEMA LD 3, Type GP 28, 0.7 mm (0.028 inch) thickness.
- F. Fillers and Molding: Use scribe mould and fillers to assure accurate job fit.
1. Molding and Fillers: Outside corners, scribes, cove molding, and trim molding.
 2. Fillers: Include corner base fillers, base fillers, and wall fillers.
 3. Cove Molding: Hardwood.
 4. Finish: Match cabinet finish.
- G. Joint Sealant: Mildew resistant one-component silicone; FS TT-S-001543A, Class A; ASTM C920, Type S, Grade NS, Class 25, Uses NT, G, and A.
1. Color: As selected by Contracting Officer from manufacturer's standard line.

2.2 HUD SEVERE USE CABINETS

- A. Wall and Base Cabinets: Comply with requirements under Cabinets - General above.
1. Construct to produce sturdy and rigid construction.
 2. Wall and Base Cabinets and Countertops: Constructed of solid lumber and/or exterior grade plywood with wood veneer core.
 - a. Particleboard, flakeboard, fiberboard, or hardboard not allowed.
 3. Base Cabinets:
 - a. Parts Touching Floor: Pressure treated solid lumber.
 - b. Provide integral toe space of minimum 75 mm (3 inches) by 75 mm (3 inches).
 - c. Toe Kicks: 19.1 mm (3/4 inch) net thickness, pressure treated solid lumber.
- B. Face Frames: 19.1 mm (3/4 inches) net thick kiln dried solid hardwood, free of knots and selected for light uniform color suitable for stain finish.
1. Frames: Mortised and tenoned, dovetailed or doweled, glued and stapled under pressure and filled and sanded.
 2. Vertical End Members (Stiles): Minimum 38 mm (1-1/2 inch) net width.
 3. Vertical Center Members between Doors and Drawers (Mulls): Minimum 50 mm (2 inches) net width.
 4. Horizontal Members (Rails): 44 mm (1-3/4 inches) net width.
 5. Stiles and Top and Bottom Rails: Dadoed to receive ends, bottoms and tops.
- C. Doors and Door Hardware:
1. Doors: 19.1 mm (3/4 inch) thick 7-ply A-D grade exterior hardwood plywood with no more than one veneer joint on face.
 2. Edges: Reversed shaped to form continuous finger grip around sides.
 3. Edges: Filled and sanded smooth prior to finish.
 4. Edges: May be treated with hot foil transfer.
 5. Edges: May be covered with 9.5 mm (3/8 inch) by 19.1 mm (3/4 inch) reverse shaped hardwood bands.
 6. Acceptable Hardwoods: Beech, birch, maple or oak suitable for stain finish.
 7. Hinges: Manufacturer's standard heavy duty with self closing feature, face mount or semi-concealed type.
- D. Drawers and Drawer Hardware:
1. Fronts Construction and Finish: Same as doors.
 2. Sides and Backs: Minimum 17.4 mm (11/16 inch) net thickness Grade C solid lumber with sides dovetailed or mortised and tenoned into fronts.
 3. Backs: Dadoed into sides.

4. Bottoms: Minimum 6.4 mm (1/4 inch) softwood or hardwood exterior plywood let into front, sides and back.
 5. Drawer Parts: Glued and nailed or stapled together.
 6. Mount drawers on metal side rails with 34 kg (75 pound) loading capacity.
 7. Cabinet Members or Guides: Attached at rear to 19.1 mm (3/4 inch) solid lumber hanging rail or 12.7 mm (1/2 inch) solid lumber or plywood block which is attached to 19.1 mm (3/4 inch) solid lumber hanging rail by use of metal rear mount brackets or by continuous wraparound method.
- E. Installation Cleats: Minimum 19.1 mm (3/4 inch) by 89 mm (3-1/2 inches) net thickness S4S, Grade C, kiln dried solid lumber, dadoes to receive bottoms and tops.
1. Provide two horizontal members running full length of cabinet at top and bottom.
 2. Base Cabinets with Drawers: Side mount drawer slide bracket(s) rigidly attached to 12.7 mm (1/2 inch) thick plywood or wood block which is rigidly attached to top cleat. See "Drawers" paragraph above for alternate mounting.
- F. End Panels:
1. Exposed End Panels: Minimum 2-2 Grade, 12.7 mm (1/2 inch) thick 5-ply exterior hardwood plywood, selected for light uniform color.
 2. Ends Not Exposed : May be 12.7 mm (1/2 inch) exterior softwood plywood, Grade A-D, with Grade A side to inside of cabinet.
 3. Ends: Dadoed minimum of 6 mm (1/4 inch) deep to receive shelves, bottoms and tops.
 4. Ends: Let into dado in face frame.
 5. Base Cabinet End Panels: Stop 89 mm (3-1/2 inches) above floor and supported by 19.1 mm (3/4 inch) by 89 mm (3-1/2 inch) pressure treated solid lumber member.
- G. Shelves and Wall Cabinet Bottoms: 12.7 mm (1/2 inch) thick Grade 2-2 exterior hardwood plywood or Grade A-D exterior softwood plywood with wood banded front edge or 19.1 mm (3/4 inch) net thickness solid lumber.
1. Shelves: Let into dadoes of end panels and braced behind mulls.
 2. Bottoms: Let into (rabbet or dado, manufacturers choice) ends, cleats and front frames.
 3. Shelves and Bottoms: Glued and stapled.
 4. Optional Adjustable Shelves: 19.1 mm (3/4 inch) thick Grade 2-2 exterior hardwood plywood of Grade A-D exterior softwood plywood with wood banded front edge or 19.1 mm (3/4 inch) net thickness solid lumber.
 - a. Shelves: Support as necessary to comply with shelf deflection provisions of ANSI/KCMA A161.1.
 - b. Shelves: When loaded at 73.3 kg/sq m (15 PSF) for seven days shall not deflect more than 1.6 mm (1/16 inch) per 305 mm (linear foot) between supports.
 - c. Maximum Deflection: 6.4 mm (1/4 inch) between supports.
- H. Backs: Provide on cabinets (optional on sink bases depending on job conditions).
1. Backs: Minimum 6.4 mm (1/4 inch) thick Grade 2-2 exterior hardwood plywood or A-D grade exterior softwood plywood.
 2. Backs: Securely glued and stapled to ends, 89 mm (3-1/2 inch) cleats and shelves of cabinet.
 3. Backs: May be let into dado of ends and cleats or may be applied flush with ends and cleats.
- I. Base Bottoms: 12.7 mm (1/2 inch) thick Grade 2-2 exterior hardwood plywood or A-C Grade exterior softwood plywood.
1. Bottoms: Let into (rabbet or dado, manufacturers choice) end panels, front rails and installation cleats.
 2. Bottom: Supported by 19.1 mm (3/4 inch) net thickness pressure treated solid lumber braces 610 mm (24 inches) OC running front to rear of cabinet and resting on finished floor.

2.3 COUNTERTOPS

- A. Plastic Laminate Countertops: ANSI A161.2.
 - 1. Type: Post-formed with integral backsplashes.
 - a. Front Edges: No-drip.
 - b. Backsplashes: Minimum 100 mm (4 inches) high with cove beveled molding with Type A curved top and scribe edge.
 - c. Provide backsplashes at juncture of countertop with back and side walls.
 - 2. Materials: High pressure plastic laminated to 19.1 mm (3/4 inch) thick exterior plywood.
 - a. Particleboard, flakeboard, fiberboard, or hardboard not allowed.
 - 3. Plastic Laminate: NEMA LD 3, Type PF42, 1.1 mm (0.042 inch) thickness.
 - a. Colors, patterns, finishes as selected from manufacturer's standard offering.
 - 4. Perimeter of Bottom of Countertops and Sink Cut-outs: Sealed with varnish.
- B. Cultured Marble Countertops: ANSI Z124.3 and HUD UM 73a.
 - 1. Cast in molds with integral lavatory bowls to achieve required shape and configuration in coordination with vanity cabinets and plumbing trim.
 - 2. Integral Lavatory Bowls: Recessed oval shape.
 - 3. Holes for Plumbing Trim: Coordinate with Section 15400.
 - 4. Provide radius corners and edges.
 - 5. Backsplashes: Provide where counters meet walls including at back and at sides.
 - 6. Finish: Polished.

2.4 METAL GREASE SPLASH MATERIAL

- A. Stainless Steel: AISI Type 304, nonmagnetic sheets, free of buckles, waves, and surface imperfections, No. 4 polished finish on exposed surfaces, 24 gage, sanded edges.

2.5 WALL CABINET SOFFIT MATERIAL

- A. Gypsum Board or Plaster: See Section 01120.
- B. Wood:
 - 1. Exposed Wood Soffit Face: 6.4 mm (1/4 inch) 3-ply birch-faced cabinet grade plywood.
 - 2. Blocking: Hemlock-Fir No. 2.

2.6 SOURCE QUALITY CONTROL

- A. Testing: Performed under Third Party Administrator who is in compliance with ANSI Z34.1.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Site Verification of Conditions:
 - 1. Existing Conditions: Examine spaces to verify that they are ready to receive cabinets and countertops.
 - 2. Verify grounds, blocking and supports for proper location and support of cabinets before beginning installation. Verify location of mechanical and electrical rough-ins to assure proper match with installed equipment.
 - 3. Survey each kitchen and bath to verify dimensions for cabinets and countertops.

Fair Housing Accessibility Guidelines, March 6, 1991 available from HUD, FHEO/Office of Program Training and Technical Assistance, 451 7th Street SW, Room 5240, Washington, DC 20410, 202/708-0870 or Fair Housing Information Clearinghouse, PO Box 6091, Rockville, MD 20850, 1/800/343-3442 or 301/251-5161. Fair Housing Accessibility Guidelines are available in the NIBS CCB program.

U.S. Department of Housing and Urban Development (**HUD**), **HUD USER**, PO Box 6091, Rockville, MD 20850, 1/800/245-2691, 301/251-5254.

Adaptable Housing, A Technical Manual for Implementing Adaptable Dwelling Unit Specifications, HUD-1124-PDR, Office of Policy Development and Research, November, 1987.
HUD Minimum Property Standards for Housing, 1984 Edition (with changes).

Builders Hardware Manufacturers Association (**BHMA**), 355 Lexington Avenue, 17th Floor, New York, NY 10017, 212/661-4261

A156.9 Cabinet Hardware, 1988.

Construction Specifications Institute (**CSI**), 601 Madison Street, Alexandria, Virginia, 22314, 703/684-0300.

SpecGUIDE G12370 Residential Casework.

Kitchen Cabinet Manufacturers Association (**KCMA**), 1899 Preston White Drive, Reston, Virginia, 22091-4326, 703/264-1690.

A161.1 Recommended Performance & Construction Standards for Kitchen and Vanity Cabinets, 1990.

National Electrical Manufacturers Association (**NEMA**), 2101 L Street, NW, Washington, DC, 20037, 202/457-8400

LD 3 High-Pressure Decorative Laminates, 1991.

OTHER GUIDE SPECIFICATIONS

AIA MASTERSPEC Section 12372 Kitchen Casework.

CSRF/CSI SPECTEXT Section 12370 Residential Casework.

Naval Facilities Engineering Command (**NAVFAC**) Guide Specifications Section 12391 Residential Kitchen and Vanity Cabinets.

US Army Corps of Engineers (**COE**) Section 12390 Kitchen Cabinets.

END OF SPECIFICATION AID

ATTACHMENT B

HUD Form 5370EZ

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 12/31/2011)

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

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

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

4. Default

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

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

5. Termination for Convenience

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

6. Insurance

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

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

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the

Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence.

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

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

7. Contract Modifications

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

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

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

8. Changes

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

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work.

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

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

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

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

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

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

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

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

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

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

9. Examination and Retention of Contractor's Records

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

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

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

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

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

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

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (f) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) **Contract Termination; Debarment.** A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) **Compliance with Davis-Bacon and related Act Requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) **Certification of Eligibility.**
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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

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

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

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

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

ATTACHMENT C

Davis Bacon Wage Decision

General Decision Number: TX100022 03/12/2010 TX22

Superseded General Decision Number: TX20080022

State: Texas

Construction Type: Residential

Counties: Bexar, Comal and Guadalupe Counties in Texas.

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

Modification Number Publication Date
0 03/12/2010

* SUTX1983-005 05/01/1983

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 7.25	
CARPENTER.....	\$ 7.25	
CEMENT MASON/CONCRETE FINISHER...	\$ 7.46	
DRYWALL HANGER.....	\$ 8.73	
ELECTRICIAN.....	\$ 9.66	
IRONWORKER.....	\$ 7.25	
LABORER.....	\$ 7.25	
PAINTER (Including Drywall taping).....	\$ 8.16	
PLUMBER.....	\$ 7.70	
ROOFER, Including Built Up, Composition and Single Ply Roofs.....	\$ 7.25	

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION