



**Request for Bid
#14-0089
HOME Investment Partnerships Program
Sedgwick County Housing Department/SCKEDD
Homeowner Rehabilitation Program
Property located at 144 S. Queen St., Maize, KS**

August 18, 2014

Sedgwick County, Kansas (hereinafter referred to as "County") is accepting bids to select one or more contractors for Homeowner Housing Rehabilitation Project Services for select income-qualified homeowners of Sedgwick County outside the city of Wichita, Kansas. The program administrator for the project is South Central Kansas Economic Development District (SCKEDD). This Request for Bid provides specific technical information to aid participating agencies in formulating a thorough response.

Joe Thomas

Joe Thomas, C.P.M.
Purchasing Director

1. SCOPE OF WORK

This project consists of two properties, individually awarded. The properties are located at: 144 S. Queen St., Maize, KS and 531 Hickory Lane, Valley Center, KS.

**This bid deals exclusively with the property located at:
144 S. Queen St., Maize, KS
(Repair work details outlined in Attachment A)**

Prospective vendors should note the following information:

1. The maximum per project (home) amount is based on the Kansas Housing Resources Corporation (KHRC) Cost Effective formula. The Cost Effective formula shall be a crucial factor in determining each project cost.
2. A copy of the Grantee Handbook and the HOME Program Final Rule 24 CFR 92, and a copy of HUD Regulation on Controlling Lead-Based Paint Hazards 24 CFR Part 35 can be reviewed by contacting Ms. Dorsha Kirksey, Sedgwick County Housing Director, at (316) 660-7276.

2. MANDATORY BID TOUR

A **mandatory** bid tour of the homes listed in this bid document will occur on **Thursday, August 21st, beginning at 9:00 a.m. CDT**. A representative from the General Contractor's company must attend the meeting for your bid to be accepted. A schedule for the bid tour is included as **Attachment B**.

3. BID SUBMITTAL

Only sealed bids will be accepted. **Submittal must be received in a sealed envelope/container** with the firm name and address, bid number, bid opening date, and bid opening time **and is due before 1:45 p.m., CDT, Tuesday, September 9, 2014** in the Sedgwick County Purchasing Department, 525 N. Main, Suite 823, Wichita, KS 67203. Bids will be opened at 2:00 p.m. the same day at the same location. Late responses will not be accepted and will not receive consideration for award.

Bid submittal shall include:

Vendor Bid Response Form

Bid Sheet Pricing Form

Order of Preference Form (Attachment C)

Bank Reference Statement

References

Equal Employment Opportunity/Affirmative Action (EEO) Policy

Contractor's License or application for license

Insurance Certificate

4. BIDDER QUALIFICATIONS and REQUIREMENTS

The County requires the most thorough and professional services available. The following requirements are listed to assist respondents in understanding the objectives and submitting a thorough bid response. All interested contractors must demonstrate their ability and organizational capacity to meet the following requirements. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided.

A. All bidders shall be required by the County to furnish information to support the bidder's capability to fulfill the Contract if awarded the Contract:

1. Bidders must be licensed contractors meeting County codes for work outlined in this bid. The successful Contractor(s) must obtain a General Contractor License, issued by Sedgwick County, prior to contract signature.
2. Subcontractors may not bid on individual line items, and may participate only through a general contractor. A list of general contractors may be obtained from the Sedgwick County Purchasing Department.
3. Contractors must be able to provide the tools, materials, supplies, equipment and labor required to complete the Work and perform obligations hereunder.
4. Contractor must warrant that all materials, fixtures, and equipment furnished shall be new, of good quality and of good title, and that the work will be done in a neat and craftsman-like manner. All contractors must guarantee their workmanship and materials for a period of one year from the date of final acceptance of all the work required by the final contract.
5. Contractor shall furnish the homeowner who receives home rehabilitation services through this grant with all manufacturers' and suppliers' product information, written guarantees and warranties covering materials and equipment furnished under the final contract.
6. Contractor must agree to the State of Kansas Grant Agreement #M-06-SG-20-0102 between the Kansas Housing Resources Corporation and Sedgwick County, Kansas, available on line at www.sedgwickcounty.org/housing .

7. Contractor must successfully complete a HUD-approved lead training course and provide proof of completion prior to contract signature for any work requiring lead abatement.
8. Provide proof of licenses, license applications, permits, and certificates to provide services in the State of Kansas.
9. Provide a copy of the Equal Employment Opportunity/Affirmative Action program with the bid.
10. Provide a bank reference statement and/or a copy of the most recent financial statement.
11. Provide three (3) references including company name, address, contact person, and telephone number. References should be from those familiar with work, capability and performance.
12. If applicable, discuss any current ongoing litigation, either federal or state, which may cause conflicts or affect the ability of the bidder to provide services.

B. Preparation of Bids:

Before submitting a bid, each bidder shall examine carefully all documents pertaining to the work and visit the site to fully inform themselves of the condition of the site and the conditions and limitations under which the work is to be performed.

1. Bids shall be made on unaltered worksheets furnished and detached from this document.
2. Fill in all blanks on the Bid Forms with ink or type. Blanks left on Bid Forms may cause a bidder to be disqualified. Sign bid forms in longhand, with name printed below signature. All signatures shall be submitted in original ink.
3. Bids submitted must be complete and all pricing must include labor and materials shown separately for each work item. Worksheets must be completed and all blanks must be filled in. Where not applicable or required, contractor should indicate “**N/A**” on the worksheet.
4. Items that involve Lead Safe Work Practices are noted on the bid sheet as LSWP, and those items require separate charges for labor, materials and lead costs.
5. The Order of Preference Form ranks the homes from the most desirable to least desirable for each contractor. The contractor should note the total number of contracts that will be accepted should contractor be the lowest responsible bidder on each property contained in the bid.

C. Examination:

1. Submission of a bid will be considered presumptive evidence that the bidder has fully informed himself of the conditions of the site, requirements of the Contract Documents, and of pertinent national, state and local codes and ordinances, and that the bid made allowances for all conditions, requirements and contingencies.
2. Bidders requiring clarification of interpretation of the Bidding Documents shall make such requests (in writing only) to County staff (see section 9 – Questions and Clarifications).
3. Any interpretation, clarification, correction or change of the Bidding Documents will be made by written addenda. Interpretations, clarifications, corrections, or changes to the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, clarifications, corrections and changes.
4. Addenda received by bidders shall be acknowledged by same on their Bid Form.

It shall be the obligation of the bidder to ascertain prior to the bid date, whether bidder has received all addenda. All addenda are located on the purchasing department website www.sedgwickcounty.org/finance/purchasing.asp click “View current RFQs and RFPs”; under the RFQ number will be any posted addenda.

D. Modification and Withdrawal of Bid:

1. A bid may not be modified, withdrawn or canceled by the bidder during the stipulated time period that a bidder’s security is held following the time and date designated for receipt of bids. The bidder agrees in submitting his bid.

2. Withdrawal before bid opening. A bid may be withdrawn at any time before bid opening, but may not be resubmitted.
3. After bid opening, except as provided below, no bid may be withdrawn or modified, except where the award of contract has been delayed for more than sixty (60) days.
4. In cases where a representative of Sedgwick County has reason to believe that nonjudgmental mistakes have been made, the representative may request from the bidder a verification of the bid calling attention to the suspected nonjudgmental mistake. A bidder may either verify the bid as submitted or withdraw it if a request for verification has been made. If the bidder does not respond within two business days after the bidder receives a request for verification it shall be considered verified. Once a bid has been verified it shall be considered submitted as verified.
5. The bidder must notify Sedgwick County within two (2) business days after the bids have been opened that there is a nonjudgmental mistake in its bid. Sedgwick County shall permit the bidder to withdraw its bid without penalty or forfeiture of bid security if:
 - A nonjudgmental mistake is evident on the face of the bid; or
 - The bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.
6. If a bidder withdraws a bid after the opening of bids due to a nonjudgmental mistake, such bidder shall not be allowed to perform any work on the project through subcontracting agreements or by any other means, including rebids.

E. Consideration of Bids:

1. Award will be made to the bidder offering the lowest and best responsible bid provided that:
 - a. The bid conforms to and has been submitted according to the requirements of the bidding documents.
 - b. The bid is judged to be reasonable.
 - c. The bid does not exceed the funds available.
 - d. The bid complies with the instructions, qualifications and mandatory requirements.
 - e. The completion time is satisfactory to the owner.
 - f. Evidence of experience, qualifications and financial responsibility of the bidder are satisfactory to the County.
2. Bids will be screened by a Review Committee consisting of County staff and SCKEDD with recommendation made to the Board of Bids and Contracts and formal award by the Board of County Commissioners on any project in excess of \$50,000, or County Manager on any project with a recommendation of low responsible bidder in excess of \$25,000.
3. No negotiations, decision, or actions shall be initiated by any firm as a result of any verbal discussion with the County or SCKEDD before the opening of responses to the document.
4. The County shall have the right to reject any and all bids and to determine any irregularities in the bidding documents.
5. In the event of an award, the bidder offering the lowest and best responsible bid meeting specifications and requirements will be required to enter into a contract within thirty (30) days of award.
6. All rehabilitation must comply with the 1997 Uniform Mechanical Code, 2000 International Building Code, 2000 International Residential Code, 2000 Uniform Plumbing Code, and the 2002 National Electrical Code.
7. All projects are subject to the HOME Federal and State regulations 24 CFR Part 92.
8. All work shall be in accordance with all Federal and State Laws, Local Ordinances and Building Codes, and the Americans with Disabilities Act of 1990.
9. Taxes: Materials and equipment incorporated in the work are exempt from payment of sales tax under the laws of the state of Kansas. Contractor shall note that the work cannot begin until after a State of Kansas Sales Tax Exemption Certificate has been issued with purchase order by Sedgwick County.

5. CONTRACT PERIOD AND PAYMENT TERMS

A formal contractual agreement will be finalized before commencement of services. An official County Purchase Order referencing the contractual agreement, requirements and response provided by the successful vendor will also be issued. Payment for all specified services for each home will be made to the successful vendor at the completion of each project and after final inspection and acceptance of work by SCKEDD.

6. BID BOND (Intentionally left blank)

7. INDEMNIFICATION

To the fullest extent of the law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the providers performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney’s fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

8. INSURANCE COVERAGE

The Provider shall provide a certificate of insurance naming Sedgwick County as an “additional insured” in the minimum amounts as specified herein. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of the Provider to ensure that any and all approved subcontractors meet the minimum insurance requirements.

The successful vendor shall furnish the county with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the county before work commences. Renewal of expiring certificates shall be furnished to the county thirty (30) days prior to expiration.

The following minimum coverage is generally required of vendors providing services:

Workers’ Compensation	Applicable State Statutory
Employer’s Liability	\$100,000.00
Contractor’s Liability Insurance	Form of insurance shall be by a
Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
Automobile Liability – Owned, Non-owned and Hired	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00
Professional Liability (if applicable)	\$500,000.00

9. QUESTIONS and CLARIFICATIONS

Any questions regarding this document must be submitted in writing to Kristen McGovern at Kristen.McGovern@sedgwick.gov by 5:00 p.m. CDT, Wednesday, August 27, 2014. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp, under online services; current RFPs/RFQs; to the right of the RFQ number by 5:00 P.M. CDT, Tuesday, September 2, 2014. **Vendors are responsible for checking the website and acknowledging any addenda on their response form.**

10. TENTATIVE TIME LINE

The following dates are provided for informational purposes and are subject to change without notice. **(Contact Joe Thomas, Purchasing Department at (316) 660-7265 to confirm any/all dates.)**

Request for Bid Issued.....	August 18, 2014
Mandatory Bid Tour starting at 9:00 a.m. CDT.....	August 21, 2014
Questions Due by 5:00 P.M. CDT.....	August 27, 2014
Response to questions posted by 5:00 p.m. CDT.....	September 2, 2014
Sealed bids due by or before 1:45 p.m. CDT.....	September 9, 2014
Bid Opening at 2:00 p.m. CDT.....	September 9, 2014
Review bids.....	September 9 and 10, 2014
Board of Bids and Contracts recommendation.....	September 11, 2014
Board of County Commission award.....	September 17, 2014

11. REQUEST FOR BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.
2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
3. Alternate bids (two or more bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
4. Bidders **MUST** return, completed copies of the entire document to the Sedgwick County Purchasing Department, 525 North Main, 8th Floor, Suite 823, Wichita, KS 67203, on or before the date and time specified. Bids must be sealed in an envelope and marked with the firm name and address, bid number, bid opening date, and bid opening time. The time clock stamp, located in the Sedgwick County Purchasing Department will determine the time of receipt.
5. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices **MUST** be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
6. Sedgwick County interprets the term "Lowest Responsible and Best Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as the availability of service(s), part(s) material(s) and/or supply(s), warranty, maintenance, freight costs, performance of product and labor cost of items upon which bids are received.
7. All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist Sedgwick County in analyzing its bid.
8. If the bidder refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract or purchase order.

9. The bidder will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
10. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County. Vendors working on county property or on behalf of County will be required to carry minimum insurance listed in bid document.
11. **All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at any time within 30 days after delivery. If a substitution is made, it will be the decision of a Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.**
12. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
13. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
15. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
16. The Bidder agrees to comply with K.S.A. 44-1030.
 - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
 - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
 - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
17. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
18. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
19. Contractors/vendors providing services to the public on behalf of Sedgwick County will agree that all personnel in their employment that have direct contact with the public will attend ADA Awareness and Sensitivity training provided by Sedgwick County or the Independent Living Resource Center. Training should be coordinated through the county's ADA coordinator, (316) 660-7052 and evidence of training shall be provided to the county's ADA coordinator. Any violations of the provisions of ADA or section 504, will be deemed a breach of contract and be subject to termination of contract.

20. The successful bidder may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful bidder is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
21. The bidder responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, any Instructions, Mandatory Requirements and Conditions.
22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.
23. It will be understood that the bidder's sureties and insurers, as applicable, are subject to the approval of the County.
24. Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
25. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
26. Upon award, the bidder agrees to execute and deliver to the County a contract in accordance with the contract documents (if applicable) within ten days of notice of the award to the bidder. The bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the bidder will be liable for the County's actual damages that exceed the amount of the surety.
27. It will be understood that time is of the essence in the bidder's performance. The bidder agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the contract documents, the bidder will be liable for payment of the sums stipulated in the contract documents as liquidated damages, and not as a penalty.
28. **The bidder hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid documents. The bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.**
29. It will be understood that any bid and any and/or all referencing information submitted in response to this Request for Bid will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
30. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
31. By submission of a response, the bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.

32. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
33. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
34. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for Bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a bid response via facsimile does NOT relieve the bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.).

12. GENERAL CONTRACT PROVISIONS -

1. AUTHORITY TO CONTRACT.

A. Affirmation of Legal Authority. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

B. Required Documentation. Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. RELATIONSHIP OF PARTIES.

It is agreed that the legal relationship between Provider and County is of a contractual nature. Both parties assert and believe that Provider is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Provider is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Provider, and employees of Provider, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Provider, and employees of Provider, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Provider.

3. PERSONNEL.

A. Qualified Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

B. Minimum Wages. Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

C. Employee Conflict of Interest. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

D. Contractor's Safeguard. The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

E. Participant Safeguard. Contractor certifies that:

- 1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;
- 2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and
- 3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.
- 4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Provider shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Provider would have no other reasonable way of knowing of these acts.

F. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

4. PROHIBITION OF CONFLICTS OF INTEREST.

A. Interest of Public Officials and Others. No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

B. Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

C. Employee Conflicts. Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Section Twenty (20) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.

D. Notice to Bidders. Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. FUNDING.

A. Reprogramming of Funds. It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

B. Inability to Perform Contract. It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

C. Cash Basis and Budget Laws. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

D. Non-Supplanting Existing Funds. Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

E. Unexpended funds. It is agreed by Contractor and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

6. RECORDS, REPORTS AND INSPECTION.

A. Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

B. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

C. Reports. During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

D. Audit. Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County, upon request. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.

E. Availability of Records. Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

F. Contractor's Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

G. Confidentiality. Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

7. METHOD OF BILLING AND PAYMENT.

A. Billing Procedures. Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed on Page 1, Section 3 of this contract, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

B. Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Six (6) above.

C. Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

D. Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.

E. Mailing Address. Payments shall be mailed to Contractor's address as listed in paragraph 20 below.

8. PARTICIPANT INPUT.

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

9. LICENSES, PERMITS AND INSURANCE.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

10. INSURANCE REQUIREMENTS

Contractor shall annually provide a certificate of insurance to verify liability insurance. Sedgwick County shall be listed as an additional insured on the general liability policy, and the certificate should provide for at least a 10 day written notice of cancellation. If Contractor transports clients during services provided for under this agreement, evidence of auto insurance on the Certificate is required. Contractor shall also annually provide evidence of Professional Liability insurance, as appropriate.

11. EPA APPROVED BUILDING.

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

12. ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

13. ASSIGNMENT.

Neither this contract nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other.

14. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

15. PUBLICATION OF CONTRACT RESULTS.

A. Copyright. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

B. Documentation of originality or source. All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County.

16. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. Service Standards and Procedures. Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B which covers the specific purpose, goals and objectives of this agreement.

B. Governing Law. This contract shall be interpreted under and governed by the laws of the State of Kansas.

C. Compliance With Law. Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

D. Access to Meetings. Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

17. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Contractor fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.

D. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. Contractor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to *K.S.A. 44-1031(c)*.

18. TERMINATION OF CONTRACT.

A. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Whether this contract is canceled by County or Contractor as provided herein, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

19. INDEMNIFICATION AGREEMENT.

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

20. NOTIFICATION.

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County Purchasing Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 823
Wichita, KS 67203

and

Sedgwick County Counselor=s Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Contractor: _____

21. Amendments to Agreement.

To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

22. Certificate of Tax Clearance. Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than 30 days prior to beginning date of the contract term.

23. Debarment/Suspension. Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the Excluded Parties List System (EPLS) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been placed on the Excluded Parties List System (EPLS) and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the EPLS, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under EPLS and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

BID RESPONSE FORM
#14-0089
HOME Investment Partnerships Program
Sedgwick County Housing Department
Homeowner Rehabilitation Program
Property located at 144 S. Queen St., Maize, KS

All agencies interested in bidding **MUST** provide one (1) original and two (2) copies of the following requested information on these pages and return with any supplementary materials. Responses are due **NOT LATER THAN 1:45 P.M., CDT, Tuesday, September 9, 2014.**

The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bid is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

NAME _____

DBA/SAME _____

CONTACT _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____ STATE INCORPORATED _____

COMPANY WEBSITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____

Partnership _____ Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____

General Nature of Business _____ FEIN/SS # _____ W-9 included _____

Not a Minority Owned Business _____ Minority Owned Business: _____ Certification # _____

African American ___ Asian ___ Hispanic ___ Native American ___ Other ___ Woman Owned Business ___

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/finance/purchasing.asp.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____

Print Name _____ Dated _____

Bid Sheet for HOME Program

ATTACHMENT A

Client: Janet Classen

Address: 144 S. Queen St., Maize, KS (316-807-8361)

<u>Work Specifications:</u>	<u>Labor</u>	<u>Materials</u>	<u>Lead Cost</u>	<u>Total</u>
Exterior Trim: Porch, Ceiling and Siding				
Wrap exterior trim of the rear garage door.				
LSWP: Cover front porch ceiling with vinyl soffit material.				
Install framing and sheathing as needed to seal the unused overhead garage door opening. Install new vinyl siding to match existing as close as possible. Replace damaged siding near this area.				
Electrical				
Install interconnected hard-wired smoke alarms with battery back-up to meet code.				
Replace any ungrounded 3 prong receptacles with GFCI				
Install exhaust fan similar to NuTone ZN80M. Unit must be vented thru the roof to the outside. Duct must be insulated.				
Install GFCI in master bathroom.				
Make the exterior receptacles GFCI protected in weatherproof box.				
Windows				
LSWP: Replace deteriorated windows with new dual pane low-E white vinyl window units with screen.				
Ceilings and Walls				
Repair damaged ceiling in the dining room. Repair any damage to upper wall in dining room. Paint entire ceiling and walls of dining room.				
Repair damaged ceiling in the rear bedroom. Repair any damage to wall in rear bedroom. Paint entire ceiling and walls of rear bedroom.				
Repair damaged walls in laundry room. Paint walls from corner to corner.				
Install water-resistant drywall in the master bathroom. Paint ceiling and walls from corner to corner.				
Plumbing				
Install new toilet in master bathroom. Include new drain waste and water supply line.				
Install new bathtub with surround and faucet with showerhead in master bathroom. Include new drain waste line.				
Install new vanity cabinet with sink and faucet in master bathroom. Include new drain waste line and water supply lines.				
Flooring				
Replace vinyl flooring in the kitchen, laundry area and bathroom.				
Install new vinyl flooring in the master bathroom.				

Bid Sheet for HOME Program

ATTACHMENT A

Client: Janet Classen

Address: 144 S. Queen St., Maize, KS (316-807-8361)

	Lead-Based Paint Hazard Reduction				
	<p><i>LSWP: Whole House Final Cleaning. Thoroughly HEPA vacuum all surfaces within home. Follow this with a wet wash with an all purpose cleaning solution, followed by a clean water rinse. Allow to dry, then HEPA vacuum a second time all of the horizontal surfaces. All carpet within home shall also be HEPA vacuumed with a power beater bar for at least 9 minutes per square yard of the flooring area. The home's exterior must also be cleaned to remove all construction debris and HEPA vacuum any visible paint chips or dust from around home.</i></p>				
	TOTAL PROJECT COST				
	Contractor Name:				
	Contractor Signature:				

ATTACHMENT B

Sedgwick County HOME Investment Partnerships Program Bid Tour

The bid tour will take place on Thursday, August 21, 2014 beginning at 9:00 a.m. CDT. A representative from your company must attend the bid tour for your bid to be accepted.

A bid packet for work on two homes is enclosed. **If you submit a bid, you must bid on all work items.** Bid packets are provided to subcontractors as a courtesy. A copy of our most recent Housing Rehabilitation Material Application Standards is enclosed.

Only sealed bids will be accepted. Send a sealed bid which meets the material standards, and write all prices down on the bid sheet using ink or type and sign your name in ink. **Labor and Materials must be shown separately for each work item. The items that involve Lead Safe Work Practices are noted on the bid sheet as LSWP, and those items require separate charges for Labor, Materials and Lead Costs.**

Bids that are sent on other forms will be rejected.

If the Contractor with the lowest, eligible bid has not successfully completed a HUD-approved lead training course, the contractor will have to provide proof of completion prior to contract signature. The Contractor must obtain a General Contractor License, issued by Sedgwick County, prior to bid acceptance.

Bids are to be sent to Sedgwick County Purchasing Department, 525 N. Main, Suite 823, Wichita, KS 67203. **The deadline for the bids is 1:45 p.m. CDT, Tuesday, September 9, 2014. Bids will be opened the same day, beginning at 2:00 p.m. CDT.**

Contractors must be licensed as General Contractors in Sedgwick County to bid on HOME projects.

Finally, I have enclosed an "Order of Preference" form. The form will rank the homes from most desirable to least desirable for each contractor. The contractor will also note the total number of contracts that will be accepted should they be the lowest and best-qualified bidder on each property contained in the bid. **You are required to submit the "Order of Preference" form with your bid.**

Subcontractors may not bid on individual line items. The bid packets are provided to you as a courtesy, and you may participate in the bid tour.

A list of the General Contractors is included with the packet. You may submit bids on individual items to the General Contractors.

In order to bid on the houses in full, you have to agree to act as a General Contractor and you have to obtain a Sedgwick County General Contractor's license.

Please contact Joe Thomas at (316) 660-7265 if there are any questions regarding the bid process.

Sincerely,

Joe Thomas, C.P.M.
Purchasing Director
Sedgwick County

ATTACHMENT B

SEDGWICK COUNTY HOME BID TOUR

August 21, 2014

9:00a.m. Violet Shepard
531 Hickory Lane
Valley Center, KS
(316)755-1029

9:45a.m. Janet Clasen
144 S. Queen
Maize, KS
(316)807-8361

**IF YOU HAVE ANY TROUBLE FINDING ANY OF THESE LOCATIONS PLEASE
CALL MIKE SHIVERS ON HIS CELL AT (316) 734-1816.**

Attachment D

Housing Rehabilitation Material Application Standards

IMPORTANT

Please read material application & performance standards carefully.

Contractor will obtain and pay for all necessary licenses, permits and privileges required in his work, and perform all work in strict accordance with the laws and ordinances in force in the State of Kansas, and in the locality in which this work is to be performed. Contractor will investigate what Federal, State, or Municipal laws and requirements are applicable and comply with all in an approved manner.

Lead Safe Work Practices will be implemented on all homes built prior to 1978.

SHOULD THERE BE ANY CONFLICTS BETWEEN THESE SPECIFICATIONS AND THE WORK WRITE-UP, THE PROJECT INSPECTOR SHOULD BE CONTACTED FOR A FINAL DETERMINATION.

ATTACHMENT D

CARPENTRY SPECIFICATIONS

A. Concrete Work

1. The concrete mix shall be 3,000 pounds transit mix or with a 5 1/2 sack mix for both interior and exposed concrete.
2. No concrete shall be poured on frozen ground.
3. All concrete flat work must be over a 2" layer of gravel/sand on compacted earth and be reinforced properly.
4. All flat work concrete must be a minimum of 4" thick with 1/2" pre-molded asphalt or non-bituminous fiber-filled material expansion joints at entrance platforms, steps, intersections with driveways or walks, and in long runs at least every 50'.
5. Control joints must be provided at not more than 5' intervals for sidewalks and 20' intervals for floors, concrete drives, and parking slabs.
6. Footings must be below the freeze line, 8" thick, and reinforced properly with rebar.
7. Foundation walls must be 8" wide and reinforced properly with rebar.

CONTRACTOR MUST CALL FOR A SITE INSPECTION AFTER SITE IS READY FOR CONCRETE AND 24 HOURS PRIOR TO POURING. AFTER 24 HOURS HAS ELAPSED CONTRACTOR MAY PROCEED. NOTIFY THE PROJECT INSPECTOR.

B. Masonry Work

1. No masonry work shall be done when the temperature of the surrounding air is likely to cause freezing.
2. All joints must be completely filled with mortar.
3. All brick, stone, or block used should match, if possible, adjacent work. The owner(s) must approve samples before starting the work, unless the work is to be painted or covered.
4. Soft salmon type brick shall not be allowed.
5. Tuck-pointing shall only be done after the joints have been raked out to a minimum depth of 1/2" and wetted.
6. All damaged, loose, or salmon brick, in area to be rebuilt, must be removed until sound brickwork is encountered.

ATTACHMENT D

7. New brick patches must be toothed into and match in the existing work in site, joints, and bond.
8. Veneer brickwork must be tied to frame wall with galvanized wall ties on every third course, 32" on center, and shall conform to above specifications.
9. All new retaining walls over 24" high must have #4 steel dowels placed every 2' and be imbedded at least 6" into the footings.
10. Retaining wall footings shall be three times the thickness of the wall in width and 8" deep, containing three (3) #4 steel rebar.
11. All retaining walls over 24" high shall have weep holes at grade level at 8' intervals.
12. All block replacement foundation walls shall have a galvanized steel bed reinforcement (8" mesh) in 2nd course and 5th course of block. Concrete block or poured wall may be used for all foundation walls.

C. Grade

Shall mean backfill along foundation with topsoil and provide sufficient slope in finish grade to provide drainage away from house.

D. Framing Lumber

1. Must be No. 3 Southern Pine, SB, standard grade, or better.
2. Studs must be Stud Grade.
3. Allowable spans for floor, roof, and ceiling joists must be at least 24" centers.
4. Bearing partition stud walls may not be less than 2" x 4" studs with dimension perpendicular to the wall, 16" on center.
5. Floor joist spacing may be no more than 16" on center when 25/32" flooring is to be applied directly to the joist; or, 16" on center when any lesser thickness of finish flooring is to be laid over a sub-floor.
6. Gutting of structural members shall not be done without the approval of the Project Inspector.

E. Sub-Flooring

1. Plywood shall be Southern Yellow Pine (SYP), 1/2" minimum where 25/32" finished flooring is to be laid or 5/8" where resilient flooring is to be laid and joists are not over 16" on center.

ATTACHMENT D

2. Nail plywood sub-floor to joint at each bearing with No.8 cemented or galvanized, or No. 6 threaded nails spaced 6" on center along all edges, and 10" on center along intermediate members.
 3. Install plywood with outer piles at right angles to the joists and staggered so that the end joists in adjacent panels bear on different joists.
 4. Common boards used as sub-flooring shall not be over 11" wide or less than 1/4" thick when laid on joist spaced 10" on center, and shall be laid diagonally if hard wood flooring is laid.
 5. Nail boards with No. 8 box nails or No. 6b threaded nails, as follows:
 - a. Two (2) nails in 3" boards.
 - b. Two (2) nails in 4" boards.
 - c. Three (3) nails in 6" boards.
 - d. Four (4) nails in 8" boards.
 - e. Five (5) nails in 12" boards.
- F. Underlayment
1. Shall be 3/8" structural grade plywood or 1/4" underlayment.
 2. Nail underlayment with cement coated, rosin coated, or ring shank nails placed on 4" centers on all edges and over the face of each piece.
- G. Finish Flooring
1. Strip Wood Flooring
 - a. Material must be softwood with 25/32" minimum thickness.
 - b. Shall be 3 1/4" maximum width.
 - c. Nails shall be as recommended by flooring manufacturer. Blind nail tongue and groove flooring, driving nail at an approximate angle of 50 degrees. Space nails every 10" to 12" on center.
 2. Sheet Vinyl Flooring
 - a. Minimum 0.065" gauge overall thickness.
 - b. Shall be 0.025" gauge wear layer, 10' wide rolls.
 - c. The owner(s) shall be shown at least three (3) samples to select from a quality that will cost no more than \$20 per yard including installation.
 - d. Mastic shall be as recommended by flooring manufacturer. (No gluing only along the edges, will be allowed).
 - e. All joints and cracks in base shall be filled, smoothed, and leveled.
 - f. Where irregular floor conditions exist, install underlayment to receive vinyl flooring.

ATTACHMENT D

- g. Layout to minimize joints in vinyl flooring. Small strips or patching will not be allowed.
 - h. Owner(s) shall sign color sample.
3. Carpeting and Padding
- a. The owner(s) shall be shown at least three (3) carpet samples to select from.
 - b. Based on a specified allowance, not to exceed more than \$20 per yard including installation.
 - c. Owner(s) shall sign color sample.
 - d. Where irregular floor conditions exist, install underlayment to receive carpet.
 - e. Carpet shall be stain and soil resistant treated, FHA approved, and installed in strict accordance with manufacturer's specifications.
 - f. Padding shall be, FHA approved, and installed according to manufacturer's specifications.

CARPET WILL NOT BE ALLOWED IN BATHROOMS, KITCHENS, AND UTILITY ROOMS.

H. Finish Lumber

- 1. Shall be free from tool marks and other objectionable defects.
- 2. Solid lumber and miscellaneous trim for interior finish shall be vinyl or solid stock white pine, if stained. Finger joints, allowed if painted.
- 3. All exterior solid lumber and trim shall be sealed against the weather. Exterior porches and all wood coming in contact with the ground shall be treated lumber.
- 4. Porches shall have a top, intermediate, and bottom railing.

I. Exterior Doors

- 1. Doors:
 - a. Shall be new, wood flush, particle core, exterior grade, and standard entrance doors with window light. A pre-hung insulated steel door may also be used.
 - b. Shall conform to the thickness of the doorjamb and be hung on three (3) 3 1/2 x 3 1/2" butt hinges, flush mounted.
 - c. Shall have a minimum 10" x 10" glass window installed or peep hole (client to decide).
 - d. Replacement shall include weather stripping, installation of door sweeps, locksets, and hinges.
 - e. After installation, doors are to be neat in appearance and operate smoothly to insure an airtight seal.
 - f. Replacement doors are to be finished as per painting specifications.
- 2. Weather Stripping:

ATTACHMENT D

- a. All existing weather stripping (W/S) is to be removed prior to the installation.
 - b. W/S shall be installed on both sides and top of doorjamb and shall be Q-lon (Vinyl clad foam) with aluminum back or equivalent.
 - c. The doorstop shall be caulked as needed to complete the airtight seal.
 - d. Adjust door as necessary to insure airtight seal with the W/S.
 - e. The installation is to be airtight, neat in appearance, without buckling or gaps, and installed in such a manner that it is considered permanent.
3. Sweeps:
- a. Sweeps are to be a metal strip with a vinyl or neoprene insert installed according to the manufacturer's instructions.
 - b. Install on the inside of doors that open inward or on the exterior of doors that open outward, so as not to interfere with the smooth operation of the door.
 - c. Must be installed with mounting screws no further than two inches (2") from each end.
 - d. Bottom edge of the sweep is to touch the threshold for proper seal.
4. Locksets:
- a. Locksets to be installed on exterior doors must be of a keyed type.
 - b. Install according to manufacturer's specifications.
 - c. Two (2) working keys are to be supplied to the client when the new lockset is installed.
5. Thresholds:
- a. Shall be saddle type with door bottom.
 - b. Are to fit snugly between the jambs and fasten with screws, and form an airtight seal between door and threshold.
- J. Storm Doors
1. Shall mean aluminum clad, solid core construction with baked-on finish, self-storing design to contain two glass panels and one, full-size screen panel. Similar in quality to the Cole Sewell "Solid Saver" Model 530.
 2. Shall have closures and hardware including stop springs.
 3. Adjust for proper tension and operation.

ATTACHMENT D

4. Shall have corner bracing for additional support.

K. Windows

1. Frames, sill, sash, trim, and hardware shall match existing work in design and dimension unless otherwise specified in the work write-up.
2. New windows shall be single hung double pane insulated vinyl, aluminum, or wood frame, equal to or better than Columbia Industries C-1600 with screens.
3. Positive locking devices (“cam action” sash locks) shall be provided on all windows, which are accessible from the exterior, and all existing interior finish hardware shall be made operative or replaced.
4. Finish to be per painting specifications.
5. Glass and Glazing (for glass replacement).
 - a. Windows shall be glazed or re-glazed, where required, with single strength clear grade B glass.
 - b. Window glazing shall be oil base and contain no asbestos or lead.
6. Putty shall consist of pure linseed oil, pure whiting, natural color, or standard commercial grade putty.
7. Prime all wood sash before the placing of putty.
8. Glass shall be bedded in putty and secured in place with glazier points and face puttied. All excess putty shall be removed and all glass left clean.

L. Storm Windows

1. Are to be standard aluminum frames, self-storing, with removable sash and screen section similar in quality to the Columbia Series 400.
2. Adjust for proper tension and operation.
3. Shall have corner bracing for additional support.

M. Stucco

1. Mortar for all applications shall consist of one (1) part Portland cement to not less than three (3) nor more than five (5) parts of damp loose aggregate by volume. Hydrate lime may be used but shall not exceed 10 percent by weight or more than 25 percent by volume of the cement used.

ATTACHMENT D

2. The temperature of the surrounding air shall not be less than 40 degrees F. during application and for at least 48 hours thereafter.
3. Surfaces to receive stucco shall be covered with 3.40 pounds per square yard metal lath lapped at end and sides a minimum of 1", and nailed 10" on center vertically and 6" on center horizontally.
4. Apply a minimum of two (2) or three (3) coats. The final coat shall not be applied sooner than seven (7) days after the preceding coat. Before applying the final coat, the surface shall be dampened evenly to obtain uniform suction.
5. Apply two (2) coats on masonry to a minimum thickness of 5/8".
6. Apply three (3) coats over wood surfaces to a minimum thickness of 7/8".
7. Prior to stucco being painted, it shall be washed down with 5 percent muriatic acid solution and rinsed clean with clear water.
8. Patching of stucco, when called for in the Work Write-Up, shall include the removal of all loose material encountered until sound construction is reached, including the removal of rotted or deteriorated lath.

N. Plastering

1. Gypsum plaster materials shall be standard commercial brands.
2. Mixing and application of gypsum plasters shall be in accordance with American Standard Specifications for Gypsum Plastering.
3. Apply plaster in three (3) coats and in two (2) coats double up work-minimum thickness 1/2".
4. Gypsum lath shall be applied with long dimension across supports and with end joints staggered.
5. Nail gypsum lath with 12 or 13 gauge lathing nails having approximately 3/8" heads spaced not more than 4" on center with a minimum of four (4) nails in each lath. Use six (6) nails for 24" wide lath. Length of nail shall be that which shall provide at least 1" penetration in horizontal supports and 3/4" penetration in vertical supports.
6. Gypsum lath shall not be used as a base for Portland cement plaster.
7. Wood lath shall be securely nailed and wetted down prior to applying plaster.
8. Metal lath shall be applied according to manufacturer's directions whether used for patching or new work.

ATTACHMENT D

9. Patching of plaster, when called for in the Work Write-Up, shall include the removal of all loose material encountered until sound construction is reached, including the removal of rotted or deteriorated lath. Crack repair in plaster walls shall be cut out to a depth of not less than 1/4" and a width of 1/4". All areas are to be wetted thoroughly before applying plaster filler.

O. Wallboard

1. Shall be tape joint gypsum board, carefully fitted and sized prior to nailing in place. Minimum thickness is to be 1/2".
2. Water resistant gypsum board is to be installed on bathroom walls.
3. All joints are to be staggered.
4. Nails or sheetrock screws shall be driven with their shanks perpendicular to the face of the board and seated below the surface of the board without breaking the paper, in accordance with the following:

<u>Thickness</u>	<u>Ceiling</u>	<u>Side Walls</u>	<u>Type of Nail</u>
1/2"	7" O.C.	5" O.C.	No. 4 glue coated
5/8"	6" O.C.	7" O.C.	1-7/8 6d cement coated

5. Perforated Tape Mix:
 - a. Shall comply with the recommendation of the manufacturer. A minimum temperature of 55 degrees F. shall be maintained in the room where the work is done until the cement is completely dry. Follow manufacturer's directions for application.
 - b. Over joints, the tape shall be embedded in cement and covered with a thin layer of cement. A second and third coat shall be applied. Each coat shall be dry before applying the next coat. Each coat shall be feather-edged and extended beyond the previous coat, approximately 2". The finish coat shall be sanded lightly and imperfections filled in prior to any painting or decorating.
 - c. Check to see that all nails have been driven so that their heads are below the surface without breaking the paper. Cover nails with three (3) applications of cement, allowing time to dry between each coat painted or other decoration.
 - d. The final coat shall be sanded lightly before application of inside corners and shall be reinforced with tape imbedded in cement and finished the same as b. over joints.
 - e. Outside wood molding, metal molding, or metal corner reinforcement shall protect corners. Metal corner re-enforcement shall be finished with two (2) coats of cement, as specified.
 - f. Provide metal edge trim where wallboard edge abuts dissimilar material.
6. Finish to match existing texture.

ATTACHMENT D

P. Ceilings

1. Acoustical tile or 2' x 4' drop grid ceilings may be used.
2. Furring strips, when called for, shall be a minimum of 3/4" x 2" and attached with #8 nails driven through to ceiling joists at 10" intervals.
3. Suspended Ceilings:
 - a. Exposed T-Bar, as specified, installed in strict accordance with manufacturer's recommendations.
 - b. Unexposed T-Bar, as specified, installed in strict accordance with manufacturer's recommendations.
 - c. Use a heavy textured spray finish, when required, to repair cracked plaster and/or cracks in ceiling board.

Q. Siding Repairs/Replacement

1. Repairs of siding shall match material of existing siding.
2. Installation of siding shall be 12" lap hard board and/or Fiber cement. siding, unless otherwise noted on the Work Write-Up. Paint as called for in the painting specifications. 3. Remove siding only when called for in Work Write-Up.
4. Vinyl Siding:
 - a. Shall be 40 mills (.040") thick or better.
 - b. Colored completely through.
 - c. Siding shall be installed over a minimum 1/4" fan fold foam core, and shall carry a lifetime warranty for defects in material and color fading.
 - d. Warranty shall be placed in the owner(s) name and the contractor shall send all documentation to the company with a copy to the client.
 - e. Installation shall include wrapping all windows, soffit, fascia, porch ceiling, and pillars, et al.
 - f. Any exterior painted surfaces (including window sash) not wrapped shall be painted according to the painting specifications.
 - g. Owner(s) shall pick one siding color and one trim color from samples of siding and a complimentary trim color.
 - h. Owner(s) shall sign sample of color choice. No bright or "hot" colors allowed.

R. Caulking

1. Caulk shall be appropriate for materials being sealed. All caulk shall have a material life of at least 15 years.
2. Fully caulk around the following areas:

ATTACHMENT D

- a. Window and door frames - all sides.
- b. Where different materials meet.
- c. Inside and outside corner trim boards.
- d. Between foundation and wall plates or siding.
- e. Around vents, fans, and window air conditioners.

S. Interior Doors

1. Shall be 1-3/8" hollow core.
2. To be stained or painted at owner's option.
3. Complete with hardware and latch set.

T. Wallpapering - Not Allowed

U. Water Resistant Paneling

1. 1/8" thick, vinyl coated paneling recommended by the manufacturer for high moisture areas. Complete with vinyl trim at all joints.
2. Secure to sound backing using adhesive as recommended by manufacturer.
1. Owner(s) to select color and pattern from manufacturer's standard items. Owner(s) to sign sample selection.
2. Shall not be used as shower/tub surround.

V. Wood Paneling

1. Shall be 3/32" minimum thickness.

ATTACHMENT D

2. APA A-D interior paneling.
3. Furnish and install wood trim as required for a complete installation. Stain trim to match paneling.
4. Paneling to be selected by owner(s) based on specified allowance.
5. Owner(s) to sign sample of selection.

W. Kitchen Cabinets

1. Job Built:
 - a. Shall be 3/4" fir or birch plywood with solid wood band on all exposed edges.
 - b. Stain a minimum of two (2) coats of lacquer (selected by owner(s)).
2. Factory Built:
 - a. Residential grade, standard construction for wood cabinets.
 - b. Standard stain finish (selected by owner(s)).
 - c. Laminated (heat and stain resistant) counter top and edge trim with back splash.
3. Upper Cabinets:
 - a. Two (2) adjustable shelves.
 - b. Doors complete with hardware.
4. Base Cabinets:
 - a. Continuous drawers with standard glides across top section of all cabinets except sink area.
 - b. One (1) adjustable shelf behind doors - all areas below drawer sections.
 - c. Laminated (heat and stain resistant) counter top and edge trim with back splash.

X. Insulation - All insulation material shall be cellulose, unless otherwise specified in the Work Write-Up.

All attics must be insulated to a R-38, where possible.

1. Insulation Barrier:
 - a. Install insulation barriers specifically manufactured for use with the type of insulation installed.
 - b. Installation is to be in accordance with manufacturer's recommendations.
 - c. All chimneys, flues, recessed lights, and furnaces are to have insulation barriers around them.

ATTACHMENT D

2. Gable Vents:
 - a. Openings are to be cut with close tolerance to insure a watertight fit.
 - b. Vent is to be nailed or screwed into the frame.
 - c. All damaged siding is to be repaired or replaced. Siding without sheathing behind it is to have the vent framed in and mounted on the frame to insure a tight fit.
 - d. Ventilation ratio shall be not less than 1/300.

3. Roof Vents:
 - a. Roof vents are to be prepared and cut to close tolerance to insure a watertight fit.
 - b. The hole in the roof shall be no smaller than the throat size of the vent being installed so as not to restrict airflow.
 - c. Discarded materials are not to be dropped into the attic area. The Contractor shall remove discarded materials from the work site.
 - d. Vents (galvanized or aluminum) are to be sealed and nailed with galvanized or aluminum nails.
 - e. If the high/low method is used in installing roof vents, 50 percent of the vents must be located in the upper portion to be ventilated at least 3' above lower vents, with the remaining 50 percent of the required ventilation provided by eave, soffit, or roof vents.
 - f. In the case of the high/low method of ventilation, a ratio shall not use less than 1\150.
 - g. Vents are to appear evenly spaced from the ground and be neat in appearance.

4. Soffit Vents:
 - a. Vents are to be installed to insure free ventilation space to the attic area.
 - b. Vents are to be evenly spaced and a uniform distance from the sidewall.
 - c. Vents are to be screwed to the soffit.

5. Attic Access:
 - a. R-19 batt insulation is to be stapled or nailed to the top of the door.
 - b. Insulated manufactured doors may also be used. Insulation dams are to be constructed from 1" x 10" or better and are to be used to hold back attic insulation.
 - c. All attic accesses are to be weather-stripped using foam, tubular, or metal flap weather strip, nailed, or placed on the jamb.
 - d. When rebuilding an attic access, use 1" x 4" for the jamb and doorstop to form the flange. The door itself can be made of 3/4" plywood and insulated with R-19 batt insulation. 1" x 4", or smaller, is to be used as casing. The door and surrounding area is to be airtight. Damaged ceiling area is to be repaired with like materials, all wood installed is to be sealed against moisture.

ATTACHMENT D

6. Floor Insulation:
 - a. R-13 batt insulation is to be installed between floor joists, unless otherwise specified.
 - b. Insulation is to be secured with nails, staples, or wire.
 - c. The vapor barrier shall be towards the conditioned side.

7. Duct Insulation:
 - a. All loose joints on hot air ducts (also air conditioning ducts in attics) shall be sealed to prevent air leakage.
 - b. The ducts are to be wrapped using a standard R-5 or better vinyl wrapped fiberglass batt or standard duct wrap.
 - c. Cellulose can be blown against the ductwork to hold the insulation.
 - d. Duct insulation installed in a basement or crawl space is to have a vapor barrier installed to the outside.

8. Wall Insulation:
 - a. Walls shall be insulated to a minimum of R-13.
 - b. Building codes shall be considered regarding knob and tube wiring situations.
 - c. All exterior walls are to be insulated.
 - d. Siding is to be removed and replaced.
 - e. Damaged siding is to be replaced.
 - f. All sidewall insulation shall be densely packed cellulose.

9. Perimeter Insulation:
 - a. R-13 faced fiberglass is to be securely fastened to the underside of the floor, extending down the boxing area, unless otherwise specified.
 - b. Covers the inside foundation wall and then out into the crawlspace at least 2'.
 - c. Vapor barrier, shall be 6 mil plastic with 2' overlapped seams.

10. Insulation Material (Mineral):
 - a. Fiber Material or Product:
 - (1) Blanket batt conformance to F.5. HH-1-521E and ASTM C665-70.
 - (2) Board conformance to F.5. HH-1-526C and ASTM C612-70 or C726-72.
 - (3) Duct Material Conformance to F.5. HH-1-558B.

11. Insulation Material (Organic Fiber):
 - a. Cellulose conformance to HH-1-515D dated April, 1988.
 - b. Block and Board conformance to F.S. LLL-12-525A and ASTM C208-72 and fire safety requirements.

ATTACHMENT D

12. Water Heater Blanket:
 - a. Specifically manufactured for the purpose.
 - b. Minimum R-5.
 - c. Capable of meeting a flame spread classification not to exceed 150 (per ASTM E-84).

ATTACHMENT D

PLUMBING AND HEATING SPECIFICATIONS

A. Water Piping

1. Above ground shall be type L copper tubing with copper solder joint fittings made up with 95-5 solder as recommended by manufacturer.
2. Connections to valves shall be made with N.P.T. to solder adapters.
3. Schedule 40 PVC cold plastic water pipe may also be used for water piping and Schedule 40 CPVC for hot plastic water piping.
4. All plastic water pipe shall be supported every 4'.
5. The site of new pipes shall be in conformance with the Uniform Plumbing Code. Valves shall be 150# brass with ends similar to fittings. Valves shall be provided at each piece of equipment to permit removal without shutting off service. Unions will be provided to permit removal of equipment without cutting pipe.
6. Supply lines to faucets shall be flex lines or copper tubing.
7. Shut-offs are required on all supply lines.

B. Plumbing Fixtures

1. Trim shall be chrome plated and supplies to each water closet shall be provided with stop valves to permit removal without shutting off service.
2. All plumbing fixtures and trim called for in the Work Write-Up shall be of standard grade equal to American Standard, Crane, or Kohler.
3. Shower shall have a rod and shower curtain installed, at minimum.

C. Kitchen Equipment

1. Sink shall be double compartment stainless steel or enameled steel with self-sealing edge.
2. Refrigerator shall be a minimum 18 cu. ft., self-defrosting, 2-door unit appliance.
3. White or Almond (major brand mid priced model).
4. Ranges shall be electric or gas, with oven and oven light, and timer. White or Almond (major brand mid-priced range).
5. Gas ranges shall be attached to the gas supply with a steel flex gas line and shut off.

ATTACHMENT D

D. Heating Systems

1. Every heater that is existing or installed must be equipped with the following:
 - a. One hundred percent safety.
 - b. Code approved, metalbestos vent.
 - c. Proper gas piping and stops, installed in accordance with recommendations of the Uniform Plumbing Code.
 - d. Shut-off valves.
 - e. All transite vents are to be removed.
 - f. Blower.
 - g. New Thermostat.
2. If no local codes, must meet National Gas Code (NGC).
3. All new heating plants shall be sized and installed to provide sufficient proper heating and proper distribution for the size and requirements of the individual house. HVAC systems shall not be oversized by more than 15 percent.
4. New furnaces shall be a minimum of 80 percent efficient, forced air with a warranty of not less than ten years. 90% efficient furnaces shall be sealed combustion.
5. No outside units or attic units shall be installed or units in crawl space unless specified in the Work Write-Up.
6. No flexible ductwork is allowed unless approved by inspector at the bid conference.
7. No open return air is allowed. All ductwork is to be included in bid.
8. All ductwork shall be sealed using mastic (example RCD #6).
9. All ductwork in unconditioned spaces shall be insulated.
10. Furnace and/or air conditioner shall be on separate circuits.
11. All appliances must be installed in accordance with manufacturer's specifications.
12. Must have easy access to filter.
13. If furnace is in basement, it must be raised a minimum of 2".
14. Plenum must be installed to receive future A-coil.

ATTACHMENT D

E. Water Heaters

1. Water heaters, existing or installed, shall have the following:
 - a. Pressure and temperature relief valve.
 - b. Proper vent, gas piping, and shut off.
 - c. All transite vents to be replaced with code approved vent.
2. Pressure and temperature relief valves shall be extended within 2' of the floor, but no closer than 6".

NOTE: All cutting of walls, floors, ceilings, partitions, etc., for the purpose of rehabilitation work and the air sealing of openings around same, including the removal of all debris caused thereby, shall be performed by the contractor performing the work. Repairs shall match existing materials, be finished to a smooth condition, and painted. (Refer to applicable Specifications for details.)

SHOULD THERE BE ANY CONFLICTS BETWEEN THESE SPECIFICATIONS AND THE WORK WRITE-UP, THE PROJECT INSPECTOR SHOULD BE CONTACTED FOR A FINAL DETERMINATION.

ATTACHMENT D

ELECTRICAL SPECIFICATIONS

All electrical work shall be in conformance with the National Electrical Code (NEC)

A. Wiring Devices

1. Single pole room lighting switches and three-way and four-way switches shall be UL approved.
2. Plug-ins shall be standard grounded receptacles except for plug-ins within 6' from water source shall be GFI.
3. Plates for all switches and receptacles shall be non-conducting type (including screws) and UL approved.
4. Dryer shall have separate 220 circuit.
5. Furnace, air conditioner, refrigerator, dishwasher, and stove shall have separate circuit.
6. Garbage disposal shall have separate circuit(s) and wall switched receptacle.

B. Lighting Fixtures

1. Contractor shall provide all lighting fixtures complete with lamps, glassware, mounting hardware, frames and trim, stems, ballasts, sockets, etc., to provide a complete operating UL approved fixture at each location, as called for in the Work Write-Up.
2. Porcelain lamp-holders are prohibited unless approved by the Project Inspector.

C. Panel Boards

1. Shall be UL approved, with the minimum components as listed:
 - a. NEMA 1 enclosure for indoor and NEMA 3R for exterior use.
 - b. 200A mains (minimum) unless noted otherwise.
 - c. 200A 2-pole main breaker (minimum) unless otherwise noted.
 - d. Seven (7) 1-pole branch breakers (minimum).
 - e. 2-pole breakers as required.
 - f. Separate/Neutral.
 - g. Separate ground bar.
 - h. Additional equipment as required meeting the National Electrical Code (NEC).

D. Wire

1. Wire and cables shall be copper.

ATTACHMENT D

2. All wire and cable shall comply with the standardization rules of the AIEE as to conductivity and shall be free from kinks, splices, and defects when installed. Conductors shall be in accordance with the requirements of IPCEA Publication's latest edition.
3. All wire used in this project shall be new and shall be identified by type and by manufacturer.
4. Branch circuit wiring shall be non-metallic sheath Type NM.
5. Service conductors shall be Type XHHW.
6. All wiring shall be concealed in wall, ceiling, or floor cavities. Wiring required to be exposed shall be installed in intermediate grade metal conduct.
7. All receptacles and other electrical equipment, except light fixtures, shall have a separate equipment ground conductor bonded to their metal cases, frames, etc. (except as noted).

E. Lightning Arresters

1. 175 v., 2-pole lightning arresters shall be installed per NEC.
2. Rewiring of house shall meet NEC.

F. Smoke Alarms

1. Install battery operated smoke alarms unless rewiring house.
2. If rewiring, install hardwired smoke alarms.

Note: All cutting of walls, floors, ceilings, partitions, etc., for the purpose of rehabilitation work and the air sealing of openings around same, including the removal of all debris caused thereby, shall be performed by the contractor performing the work. Repairs shall match existing materials, be finished to a smooth condition, and painted. (Refer to applicable Specifications for details.)

CONTRACTOR MUST OBTAIN PRIOR WRITTEN APPROVAL FROM OWNER(S) BEFORE REMOVING FROM THE PREMISES ANY REUSABLE ITEMS WHICH HAVE BEEN REPLACED.

ATTACHMENT D

PAINTING AND VARNISHING SPECIFICATIONS

Preparation and painting of all surfaces shall be completed in accordance with HUD's "Safe Work Practices".

A. Preparation of Surface

1. Exterior:

- a. Wood surfaces to be painted or varnished shall be prepared in accordance with HUD's Safe Work Practices in the removal of loose, chipping and peeling paint, rough spots, and any obvious oil and/or grease that may be covering existing wood or a paint.
- b. All paint chips and residue from the preparation must be REMOVED from the site.
- c. Where previous coats have chipped and peeled, the edge shall be wet scraped and puttied to obtain a smooth surface before new paint is applied.
- d. Exterior painting shall include painting all doors and windows, removing all storm windows, repairing windows, replacing all broken or cracked glass, and re-glazing and caulking all joints and seams with paintable caulk. Clean and reinstall all storm windows upon completion.
- e. All nail holes shall be puttied and all defects in the surface shall be eliminated by the repair or complete replacement of the defective part, this includes siding, sills, casings, etc.

2. Interior:

- a. Wood surfaces to be painted or varnished shall be prepared in accordance with HUD's Safe Work Practices in the removal of loose, chipping and peeling paint, rough spots, and any obvious oil and/or grease that may be covering existing wood or a paint.
- b. Plaster or wallboard surfaces shall be sound, smooth, and free from holes, cracks, or irregularities.
- c. All old wallpaper shall be entirely removed or covered with sheetrock, taped, then painted.
- d. No paint or varnish shall be applied until all nail holes have been puttied and all defects in woodwork have been eliminated by the insertion of dutchmen or complete replacement of the damaged part.

B. Materials – Lead based paint is in violation of HUD Lead-Based Paint Regulations and shall not be used.

1. Exterior:

ATTACHMENT D

- a. All exterior paint must meet or exceed Sherwin Williams 15 year # A-100 and shall be delivered to site in manufacturer's sealed containers.
 - b. Each container shall be labeled giving type of paint color and application specification.
 - c. Before proceeding with exterior painting, samples of colors shall be shown to the owner(s) for selection. The owner(s) is limited to one (1) base color and one (1) trim color. Owner(s) shall sign the chosen color sample. No bright or "hot colors" are allowed.
 - d. The primer coat shall be Alkyd oil tinted to match topcoat, produced by the same manufacturer as the finish coat.
2. Interior:
- a. Interior paint shall meet or exceed Sherwin William's Classic #99 for flat, semi-gloss, or satin gloss, and shall be delivered to the site in the manufacturer's sealed containers.
 - b. Primer for new sheetrock shall meet or exceed Sherwin William's Pro-Mar #400 latex primer.
 - c. Before proceeding with painting or varnishing, color samples shall be shown to the owner(s) for selection. The owner(s) is limited to one (1) base color and one (1) trim color. Owner(s) shall sign the chosen color sample.
 - d. Texture finish sample shall be submitted to the owner(s) for approval before application. Owner(s) shall sign sample choice.
 - e. The finish coat in kitchens and bathrooms shall be semi-gloss enamel and provide a durable and washable surface.
 - f. The primer shall be tinted to match topcoat, produced by the same manufacturer as the finished coat.
 - g. Varnish shall be polyurethane varnish.
3. Application:
- a. Exterior:
 - (1) All paint, unless specifically approved otherwise, shall be applied by brush or roller.
 - (2) Apply each material at manufacturer's recommended spreading rate.
 - (3) Do not apply exterior paint when temperature is 50° F. and falling, or when temperature is below 40° F. and steady, or in rainy, damp, or frosty weather until surface is thoroughly dry. Contact the Project Inspector if considering the Sherwin Williams product "Low Temp 35"
 - (4) The Contractor shall be responsible for protecting all areas and surfaces that are not to receive paint and shall clean and repair or replace any such areas, surfaces, or items so damaged.
 - (5) Finish work shall be uniform, of approved color, smooth, and free from runs, sags, and defective brushing and rolling. Edges of paint adjoining other materials or colors shall be sharp and clean.

ATTACHMENT D

b. Interior:

- (1) New paint applied on walls that are painted with a glossy paint or has a shine must be first prepared to remove glossy surface and cleaned prior to painting.
- (2) The Contractor shall be responsible for protecting all areas and surfaces that are not to receive paint and shall clean and repair or replace any such areas, surfaces, or items so damaged.
- (3) Finish work shall be uniform, of approved color, smooth, and free from runs, sags, and defective brushing and rolling. Edges of paint adjoining other materials or colors shall be sharp and clean.

c. Required Coatings:

- (1) Exterior wood, , etc. (previously painted).
 - i. One (1) coat of exterior wood primer, tinted same as topcoat.
 - ii. Two (2) coats exterior latex house paint.
 - iii. Warranty is void if not followed.
- (2) Exterior wood and hardboard (bare):
 - i. One (1) coat exterior wood primer; tinted same as topcoat.
 - ii. Two (2) coats exterior latex house paint.
 - iii. Warranty is void if not followed.
- (3) Interior drywall:
 - i. Two (2) coats latex satin-gloss enamel wall paint.
 - ii. New drywall (1) coat of latex primer, (2) coats of satin-gloss enamel wall paint.
- (4) Wood porch floors and wood steps:
 - i. Two (2) coats porch floor enamel.
 - ii. Redwood and CCA does not need to be painted.
- (5) Spray textured drywall ceilings:
 - i. One (1) coat latex flat wall paint.
 - ii. One (1) coat spray texture.

SHOULD THERE BE ANY CONFLICTS BETWEEN THESE SPECIFICATIONS AND THE WORK WRITE-UP, THE PROJECT INSPECTOR SHOULD BE CONTACTED FOR A FINAL DETERMINATION.

ATTACHMENT D

SAFE WORK PRACTICES

All work must be conducted in a lead safe work practice manner according to HUD Approved Lead Safe Work Practice Training by someone who has received HUD Approved Lead Safe Work Practices Training, is a Kansas Department of Health and Environment certified Lead Based Paint Worker, or is supervised by a Kansas Department of Health and Environment Lead Based Paint Supervisor.

Reference **Lead Paint Safety, A Field Guide for Painting, Home Maintenance, and Renovation Work**, U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control.

A. Prohibited Methods of Lead Based Paint Removal

1. Open flame burning or torching.
2. Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control.
3. Abrasive blasting or sandblasting without a HEPA local exhaust control.
4. Heat guns operating above 1100° F. or charring the paint.
5. Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1' of electrical outlets.
6. Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission.

B. Occupant Protection and Worksite Preparation

1. Occupants and their belongings shall be protected.
2. The worksite must be prepared according to safe work practice standards.

C. Cleaning for Clearance

After rehabilitation/hazard reduction activities have been completed, the worksite shall be cleaned using cleaning methods, products, and devices that are successful in cleaning up dust-lead hazards, such as a HEPA vacuum or other method of equivalent efficacy, and lead specific detergents or equivalent.

D. Safe Work Practices Are Not Required

1. On a home built after 1978.

ATTACHMENT D

2. On housing exclusively for the elderly (62 years of age or older) or people with disabilities unless a child under six is expected to reside there.
3. On zero-bedroom dwellings.
4. On property that has been found to be free of lead-based paint by a certified lead-based paint inspector/risk assessor.
5. On property where all lead-based paint has been removed.
6. On unoccupied housing that will remain vacant until it is demolished.
7. On non-residential property.
8. On any rehabilitation or housing improvement that does not disturb a painted surface.

ATTACHMENT D

ROOFING SPECIFICATIONS

Replacement of roof, when called for on the Work Write-Up, shall be defined as removing all existing shingles, flashings, valley tin, drip edge, and felt; then providing all new felt, valley tin, flashing, metal drip edge, and shingles, et al. Damaged sheathing or areas without solid sheathing shall have 15/32" construction grade plywood or 7/16" OSB Louisiana Pacific Interseal installed for sheathing

A. Sheathing

1. Shall be 15/32" construction (CDX) grade plywood or 7/16" OSB Louisiana Pacific Interseal, APA Exposure #1 criteria or equal (THIS PRODUCT IS NOT "NORBOARD").
2. Nail sheathing with cement coated, rosin coated, or ring shank nails placed on 4" centers on all edges and over the face of each piece.

B. Underlayment

1. Shall be asphalt saturated felt, minimum 30#, which has low vapor resistance. Coated felts or laminated waterproof papers, which act as vapor barriers, should not be used.
2. Underlayment should be applied over the entire roof as soon as the roof sheathing has been completed.
3. Underlayment should be lapped 1' from both sides over all hips and ridges.
4. Only sufficient fasteners are to be used to hold the underlayment securely in place until shingles are applied.
5. Shingles are not to be applied over wet underlayment.

C. Shingles

1. Shall be new Heritage 30-year (equal too or better), asphalt shingle squares, (nominal) weight, installed according to manufacturer's specifications, using nails only.
2. Cut shingles at valleys (2" each side of valley center to expose a minimum of 4"). Woven valleys are not allowed.
3. Owner(s) to select shingle color by signing a sample of the chosen shingle. Contractor is to keep signed shingle until final completion certificate is signed.

D. Flashing

Shall be 30 nominal gauge galvanized steel securely fastened and tarred to watertight and water-shedding condition.

ATTACHMENT D

- E. Gutters/Downspouts/Splash Blocks
 - 1. Standard, 5" Ogee, galvanized, white, steel, or 26 gauge aluminum gutters, securely fastened at 4' maximum intervals. Owner(s) to chose color to compliment house.
 - 2. Downspouts may be round or square, corrugated and anchored at top and bottom.
 - 3. All joints are to be watertight.
 - 4. Install 3' splash blocks at all downspout locations. If not concrete, the splash blocks shall be anchored.
 - 5. Install blocking and/or fascia board where necessary between gutter and eaves to properly align gutter to receive run-off from roof.
 - 6. Owner(s) shall sign sample of color choice. No bright or "hot" colors allowed.

NOTE: SHOULD THERE BE ANY CONFLICTS BETWEEN THESE SPECIFICATIONS AND THE WORK WRITE-UP. THE PROJECT INSPECTOR SHOULD BE CONTACTED FOR A FINAL DETERMINATION.

ATTACHMENT D

DEMOLITION SPECIFICATIONS

A. Structures, Trees, and Site Clearance

1. The removal and proper disposal of the dilapidated structure(s). Check with the landfill operator prior to beginning demolition for instructions on “proper disposal”.
2. The capping off of the sewer and waterlines.
3. The complete removal of all concrete, cement or blocks, back-fill any basement to grade. Level site to be mowed.
4. Only remove trees that are within 6' of structure to be demolished.

B. Abandoned Septic Systems

1. Remove all liquid contents and the top of the tank. If the pit begins to fill with water, puncture the floor.
2. Fill the cavity with earth, sand, or gravel. Pack the fill to 5' below the surface, knock down sides 2' below grade, and then complete the fill with subsoil, packing as fill is being installed. The structure is now ready for the plug.
3. A minimum of a 6" of bentonite clay or 24" reinforced cement plug is to be applied. The plug must extend beyond the lining of the original diameter of the hole.

C. Abandoned Wells

1. Remove any pumping equipment.
2. Disinfect the water prior to filling by adding 1 gallon of chlorine bleach for every 10' of water.
3. Fill the well with sand and gravel mix to the water level.
4. Fill the remainder of the well above the water level with natural clay material (subsoil low in organic matter) compacted to form a solid column.
5. Six feet from top of casing, pour a 3' plug of cement or neat cement or sodium bentonite clay.
6. Excavate around the casing to the top of the plug, cut off casing, and backfill the excavation with compacted earth material.

Note: Contractor may be instructed to cut the casing at 4' below grade to allow the plug to extend beyond the edge of the casing. This mushroom plug will help provide extra protection from water movement along either side of the casing.