

## BUILDING REQUIREMENTS

All homes must include an exterior hose bib with an interior shut off valve. (WVHDF Requirement)  
All plans will be developed by the Contractor and are property of the FCDP. All plans must indicate that they have been engineered to meet the 2015 International Residential Code

Crawl Space	Provide crawl space in accordance with R408.4 A minimum 6 mil polyethylene ground cover for all crawl spaces (WVHDF Requirement).
Framing	Ext. walls to be 2x6, int. wall 2x4, 16"oc. Floor System is Truss joist-(comply with R802.10.) Ext. wall to be 7/16 OSB. Floors to be 3/4 T&G OSB. Roof framing to be manufactured roof trusses. Roof sheathing to be 5/8" OSB-(comply with R802.10).
Attic Access	Minimum Size of 22"x30" (comply with R807)
Roof	Aluminum drip edge and flashing, #15 felt underlayment with 25 year fiberglass shingles. Roof ventilation (comply with R806)
Exterior	Walls to have vinyl siding, vinyl soffit, white aluminum fascia and seamless aluminum gutters. Spouts to match the gutters terminating onto fiberglass splash blocks. Must include water-resistive barrier. (comply with R703)
Windows	White vinyl double hung with low E glass. Window will comply with model energy code. (IECC 2009 Table 502.2. (1))
Exterior Door	6 Panel Masonite Door/U-Factor 0.35 (max) (comply with R612)
Interior Finish	Walls to be 1/2 " drywall with smooth finish, walls to be painted white satin finish, trim and doors semi-gloss finish.
Interior Mill work	Doors to be 6 panel hollow core, 3 1/2" base boards, 2 1/4 beaded casing. All will be painted. Recommended to use Universal Design Standards.
Hardware	All door knobs to be polished brass. All entry doors and deadbolts to be keyed the same. All shelving to be plastic coated wire in all closets.
Flooring	Foyer, Kitchen Baths, and Laundry to be base resilient. All other areas to be base carpeting.
Insulation	Ceiling R-value R-38 (min.); Exterior Wall R-value R-20 (min.); Floor R-value R-30 (min.) Slab Perimeter R-value and depth R-10, 2ft. (min.); Crawl Space wall R-value R-10/13 (min.)
Plumbing	All drain, waste, vent to be plastic schedule 40, all supplies to be CPVC. All work in accordance with Chapters 27, 30 and 31. Shower and Tub/Shower control valves must be in compliance with P2708.3.
Plumbing Fixtures	Half Bath to have (1) 24" towel bar and toilet tissue holder. Full Bath to have (min. 1) 30" towel bar, toilet tissue holder and toothbrush holder. Bathtubs will be one piece fiberglass, all baths will include wood vanity base, culture marble faucet, toilet, tub/shower faucet, exhaust fan, medicine cabinet, mirror and light bar or fixture. The kitchen will have a double bowl stainless steel sink with sprayer. All faucets to be chrome.

## BUILDING REQUIREMENTS (CONTINUED)

Vents	Clothes Dryer Vents in accordance with M1502; Range Hood Vents in accordance with M1503; Bathroom Vents in accordance with R303.3 and M1507; Appliance Vents –Provide vents for fuel burning appliances in accordance with M1804.
Stair Handrails	Handrails are required (one side minimum) on stairs mounted between 34' and 38" high (measured from stair nosing). Outside must be white vinyl.
Steps	Rise 7 ½ and Run 11 ½
Outside Steps	Slope no more than 2%
Water Heater	Will be 50 gallon (gas or electric)
HVAC	Heat will be a 90% efficient gas furnace, cooling to be central air conditioning.
Electrical	A 200 AMP service panel, all devices and wiring to meet the current NEC 2008 and IRC requirements. Exterior outlets and light fixture provided at the front and rear entrances. No outlet in the areaway entrance. All exterior outlets and outlets within 6' of a water source be GFI protected. Interior fixtures shall be compact fluorescent CFI, all closets to be lighted, ceiling lights to be closed shade type and approved by FCDP prior to construction. Each unit will have four (4) ceiling fan prewires with 52" 5 blade fan. <b>INDICATE ON PLAN SERVICE ENTRANCES AND DISTRIBUTION PANELS.</b>
Fire Detectors	Shall be installed in all sleeping rooms, outside of each separate sleeping area in the immediate vicinity of the bedrooms, and on each additional story of the dwelling. All detectors should be interconnected (comply R314).
Carbon Monoxide	Carbon Monoxide Alarms shall be installed outside of each separate sleeping area in the vicinity of the bedrooms and where fuel-burning appliances are installed (comply R315).
Kitchen	Wood raised panel cabinets, bulkheads, Formica Countertops. -See above for plumbing specs.
Appliances	Builder Grade package consisting of a 30" electric range, 36" side by side refrigerator with ice and water door, dishwasher, disposal, range hood. All appliances are to be Energy Star. (rental units -14 cubic foot refrigerator)
Utilities	All gas, water, electric and sewer lines to be connected. Awarded Contractor will cover all utility costs to completion.
Porches	Front porch to be poured concrete. Rear entrance to be concrete.
Walks	Lead walks from side walk to house. Walks will be 36" wide. 4" thickness.
Driveways Drainage	Asphalt 4" thickness. Concrete 6" thickness. Indicate how foundation drainage will be addressed.
Grading	A positive fall will be graded around the house in conjunction with adjoining properties.

## **BUILDING REQUIREMENTS (CONTINUED)**

Landscaping	Base landscaping package consisting of minimum one (1) tree and five (5) shrubs with plastic and mulch. The lot will be seeded and strawed upon completion. Seeding will take place only in suitable weather conditions.
Permits	Permits, taps, hooks and costs be acquired by the Contractor. Awarded Contractor will be responsible for setting up all inspections with the City of Fairmont and also notifying the FCDP so that we can be present for inspection. WVHDF inspections will be coordinated through the FCDP Office upon request of the Contractor.
Security	FCDP is to have access to the properties under construction with a builder's key.
Insurance	Awarded Contractor will carry a Builder's Risk Policy for the duration of Construction.
Warranty	A one (1) year warranty will be extended to the FCDP by awarded Contractor for all systems and structural items.

## **SECTION 3 COMPLIANCE    SECTION 3 CLAUSE**

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

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

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

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

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

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

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

## CONTRACTOR'S INSURANCE

The insurance required by the General Conditions of the Contract for Construction shall be written for not less than the following limits, or greater if required by law:

### Worker Compensation:

State _____	Statutory
Applicable Federal _____	Statutory
Employer's Liability _____	\$100,000 per accident
	\$100,000 disease, policy limit
	\$100,000 disease, each employee

Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

#### Bodily Injury:

\$1,000,000 _____	Each Occurrence
\$1,000,000 _____	Aggregate

#### Property Damage:

\$1,000,000 _____	Each Occurrence
\$1,000,000 _____	Aggregate

Products and completed operations to be maintained for five years after final payment:

\$1,000,000 _____	Aggregate
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Property Damage Liability Insurance shall provide explosion, collapse, and underground coverage.

Broad Form Property Damage Coverage shall include Completed Operations.

### Contractual Liability:

#### Bodily Injury:

\$1,000,000 _____	Each Occurrence
\$1,000,000 _____	Aggregate

#### Property Damage:

\$1,000,000 _____	Each Occurrence
\$1,000,000 _____	Aggregate

Personal Injury (with Employment Exclusion deleted):

\$1,000,000 _____	Aggregate
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Business Auto Liability (including owned, non-owned, and hired vehicles):

#### Bodily Injury:

\$1,000,000 _____	Each Person
\$1,000,000 _____	Each Occurrence

#### Property Damage:

\$1,000,000 _____	Each Occurrence
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### Umbrella Excess Liability:

May be utilized to achieve the above limits.

Certificates of Insurance shall name the Owner and Architectural Engineer as "Additional Insureds." The Contractor, in connection with the above-mentioned Workers' Compensation and Occupational Disease Insurance, shall furnish to the Owner, prior to commencement of the work, duly executed and validated forms as prescribed by the West Virginia Industrial Board showing that such insurance is in full force and effect.

## **GENERAL INFORMATION**

### **LICENSURE**

All contractors and subcontractors shall be required to hold a current valid State of West Virginia Contractor's License and shall be duly licensed to do business in the State of West Virginia at the time their bid proposal is submitted.

Successful bidders will be required to be duly licensed to do business in the City of Fairmont, WV and shall hold a valid Contractor's License prior to the execution of the Agreement.

### **BID BOND**

A certified check in the amount of five percent (5%) of the total bid, or a satisfactory Bid Bond furnished by a solvent surety company authorized to do business in the state of West Virginia in an amount equal to five percent (5%) of the total bid, shall be submitted by each bidder with his bid.

### **PERFORMANCE AND PAYMENT BOND**

The successful bidder will be required to provide a Performance Bond and Labor & Material Payment Bond for 100% of the contract award. The Bond may be in the form of a certified or cashier's check, an irrevocable letter of credit issued by a bank authorized to do business in the state of West Virginia or a Bond furnished by a solvent surety company authorized to do business in the state of West Virginia.

### **WORKERS' COMPENSATION INSURANCE**

The successful bidder will be required to furnish evidence of current Workers' Compensation Insurance coverage in the form of a current valid certificate from Brickstreet Mutual Insurance Company, West Virginia workers' compensation insurance provider, prior to the execution of the Agreement. The contractor shall be required to comply with all rules and regulations of West Virginia's workers' compensation insurance programs.

Bidders located outside of West Virginia will be required to provide satisfactory evidence of comparable workers' compensation insurance coverage.

### **AWARD OF CONTRACT/NOTICE TO PROCEED**

It is anticipated that the contract for construction will be awarded within 30 days following the review of the received bids. Notice to Proceed will be issued approximately 10 days following the award of the contract.

### **PERMITS, FEES, NOTICES**

Permits: The Contractor shall obtain and pay for building permits and/or other permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the work.

### **PAYMENT TO THE CONTRACTOR**

Progress payments shall be made by the Owner to the Contractor on a monthly basis and within thirty (30) days of receipt of each application for payment. The Owner shall retain an amount equal to ten percent (10%) of the aggregate total of work completed in place and stored materials from each payment until the project work reaches Substantial Completion. The amount held as retainage may be reduced to an amount equal to five percent (5%) of the contract amount upon reaching Substantial Completion. Any remaining retainage held by the Owner shall be paid to the Contractor when the final payment comes due

## GENERAL INFORMATION (CONTINUED)

### HOURS OF WORK

Normal on-site work activities shall be restricted to the hours between 6:30 A.M. and 7:30 P.M., Monday through Friday. No work shall be performed on weekends or holidays without first obtaining prior approval from the Architect. Approval will not be unreasonably withheld.

### UTILITIES

Contractor will be permitted reasonable use of the existing utilities at the project site (electricity and water) without charge.

Contractor shall contact all appropriate utility companies for locations of existing utilities at the site prior to the commencement of work. The contractor shall be responsible for the proper termination and removal of abandoned utility service lines.

Contractor shall be responsible for the repair of damages to utilities caused by its work at the site.

### DEBRIS DISPOSAL

Contractor shall be responsible for the removal and legal disposal of all demolition and construction debris from the site. All removed debris shall be disposed of at the Contractor's expense, and in strict compliance with all federal, state and local laws, rules and regulations pertaining thereto. Contractor shall be required to provide proof of proper disposal for all removed debris prior to final payment being made to the Contractor.

Asbestos Debris: All asbestos-containing materials have previously been removed from the building and site. In the event any suspected asbestos containing materials are uncovered, stop work and notify the Architect to arrange for material testing and subsequent removal of any asbestos- containing materials found.

Removal and disposal of asbestos-containing materials shall be completed by a contractor properly licensed to remove, handle and transport such materials. All removed materials shall then be transported to and disposed of at a State of West Virginia facility permitted to receive asbestos waste materials.

Non-Demolition Debris: All non-demolition debris shall be transported to and disposed of at a State of West Virginia facility permitted to receive waste materials.

Demolition Debris: All demolition debris shall be transported to and disposed of at a State of West Virginia facility permitted to receive Construction and Demolition waste materials.

Vegetative Debris: All vegetative debris shall be transported and legally disposed of off-site.

### LIQUIDATED DAMAGES

Liquidated Damages shall be in the amount of One Hundred and 00/100 Dollars (\$100.00) per calendar day beyond the date established in the contract for Substantial Completion, until Substantial Completion is achieved. For each calendar day of delay in achieving Final Completion, the Contractor shall be liable for and shall pay half of the amount of liquidated damages stated above, plus any and all additional fees of the Architect and the Architect's consultants that may accrue.

## **GENERAL INFORMATION (CONTINUED)**

### **DISPUTE RESOLUTION**

Any claim, dispute or other matter in question arising out of or related to this Agreement, or the breach thereof, shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association.

A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrator or arbitrators shall be final and binding, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall purchase and maintain insurance coverage equal to or exceeding the minimum limits required by document identified as Contractor's Insurance.

### **ASSIGNMENT AND SUBCONTRACTING**

Contractor shall not assign this Agreement or any amount payable under this Agreement without the prior written consent of the Owner. The names and addresses of any proposed subcontractor shall be submitted with the Contractor's bid proposal.

All subcontractors must have a valid State of West Virginia Contractor's License, and must be duly licensed to do business in the State of West Virginia and the City of Fairmont, WV.

### **SIGNS**

Temporary Signs: Subject to the approval of the Owner and/or the Architect, as to design, type, and location, and to local regulations, the Contractor and his subcontractors may erect temporary signs for the purposes of identification and for controlling traffic. The Contractor shall erect and maintain signs as required for said regulations and for the protection of life and property.

### **JOB OFFICES**

No job offices are required.

### **TEMPORARY TOILETS**

The Contractor will be required to provide and maintain one (1) self-contained single occupant toilet unit at the job site until Substantial Completion is attained.