

**HOUSING AUTHORITY OF CLACKAMAS COUNTY  
OREGON CITY, OREGON**

**REQUEST FOR PROPOSALS  
FOR STRUCTURAL SPECIAL INSPECTIONS  
AT HILLSIDE MANOR, MILWAUKIE, OREGON**

ISSUE DATE: February 28, 2020

**DUE DATE: Thursday, March 13, 2020**

**by 12:00 pm**

**LATE PROPOSALS WILL NOT BE  
ACCEPTED**

*Healthy Families. Strong Communities.*

**REQUEST FOR PROPOSALS  
FOR STRUCTURAL SPECIAL INSPECTIONS**

The Housing Authority of Clackamas County (HACC) requests proposals from professional consultants to provide structural special inspections for the rehabilitation of Hillside Manor. Hillside Manor is a nine-story 100 unit tower in Milwaukie, Oregon. The project's General Contractor is Walsh Construction and the Architect is Scott Edward's Architecture (SEA). SEA has sub-contracted with ABHT for structural engineering services and PBS Engineering and Environmental Inc. for geotechnical engineering. Notice to Proceed is expected in late April.

**Issue Date:** February 28, 2020  
**Closing Date:** Thursday March 13, 2020 by 12:00pm PST

Proposals are to be delivered by email **ONLY** to the RFP Contact. Late submittals will not be considered.

**Submit Proposals to:** Housing Authority of Clackamas County  
Attention: Angel Sully

**By email:** [asully@clackamas.us](mailto:asully@clackamas.us)

**RFP Contact:** *For all questions, contact:*  
Angel Sully  
Housing Developer  
Housing Authority of Clackamas County  
Telephone: 503-650-3165  
Email: [asully@clackamas.us](mailto:asully@clackamas.us)

## I. INTRODUCTION

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### A. Purpose

The Housing Authority of Clackamas County (HACC) requests proposals from qualified and experienced individuals, firms or teams (“Proposers”) to provide structural special inspection services of a 100 unit, nine-story, concrete tower rehab in Milwaukie, Oregon.

As a result of this solicitation, HACC intends to award a single contract for the provision of structural special inspection services as required over the term of the contract.

### B. Project Overview

The Housing Authority of Clackamas County (HACC) seeks to establish a contract for structural special inspections during the substantial rehabilitation of Hillside Manor. The structural scope of work includes new micropiles, concrete footings and miscellaneous seismic upgrades. See Exhibit K for a cut sheet of required testing.

## II. SCOPE OF SERVICES

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### A. Scope of Services

When performing work under the Contract, the selected Contractor(s) must meet the highest standards prevalent in the industry most closely related to the services described below. The chosen firm will be expected to work closely with the project Superintendent to coordinate inspections throughout the course of project construction.

The scope of services for testing will include verifying use of fill materials to meet required bearing capacity, inspection of micropiles and new structural shearwalls including welded steel reinforcements. Please see Exhibit G- Anticipated Project Timeline, for an anticipated timeline for structural special inspections on site. Please see Exhibit K- Statement of Special Inspections, for a complete list of project elements which will require special inspections.

## III. SUBMISSION REQUIREMENTS

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### A. Minimum Requirements

To be qualified to respond, respondents must not be debarred, suspended, or otherwise ineligible to contract with HACC, and must **not** be included on the General Services Administration’s “List of Parties Excluded From Federal Procurement and Non-Procurement Programs” or the Department of Housing and Urban Development’s “Limited Denial of Participation” list. In addition, respondents must have current and active registration in the State of Oregon Business Registry.

### B. General

Brevity is strongly encouraged. Respond only to items listed below and include only relevant information. The reviewers will not consider materials that are not requested below.

Once submitted, no additions, deletions, or substitutions may be made to written proposals, unless specifically requested by HACC in writing.

### C. Format Requirements

Submittals will only be received by the RFP Contact via email. Please consider this format when assembling the submittal;

- An 8.5” X 11” format, either vertical or horizontal; and
- A font size no smaller than 10 points.

## **D. Submission Requirements**

To be considered responsive and responsible, each respondent shall respond to the following requirements. Responses must be specific and complete unto themselves. Any submittal that, in the opinion of HACC, does not fully and completely address these requirements will not be reviewed.

### **1. Firm Description**

- a. A brief description of the firm's experience and qualifications including years the organization has been in service and a list of similar projects.
- b. MWESB Certification if applicable.
- c. A statement clarifying that your firm can meet the Structural Engineer's and City of Milwaukie requirements.
- d. Principal contact – Please include name, contact information (including email), resume and professional designation of primary project manager.

### **2. Fee Proposal**

Please include a preliminary estimate for the scope of work for required testing and reporting. A summary report will be required once the project is complete. Include a fee proposal and schedule, detailing the expected overall fee and the timing of those payments. Identify the reasonable hourly fee for services for all staff that might be required for work under the contract resulting from the RFP. The fee schedule shall include all professional services and all administrative costs. Respondents will not be reimbursed for general overhead. Reasonable annual adjustments to rates will be considered by HACC over the life of the contract.

### **3. References**

Provide (3) references, previous and/or current, including the name and title of the contact person, their mailing address, email address, phone number and fax number. If available, please provide one reference from a public housing authority or other public agency.

### **4. Required Forms**

The following forms must be fully completed and signed by the appropriate person and included in the qualifications package:

- a. Lobbying Certificate
- b. Debarment Certificate
- b. Form HUD 5369-B: Instructions to Offerors Non-Construction
- c. Form HUD 5369-C: Certifications and Representations of Offerors – Non-Construction Contract
- d. Form HUD 5370-C: General Conditions for Non-Construction Contracts

## **IV. EVALUATION**

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### **A. Method of Award**

HACC will evaluate written responses to the RFP and shall apply the evaluation criteria and scoring set forth below. The scores will be used to identify the highest ranked firm(s). The Committee will make its recommendation for contract award to the firm(s) determined to be the most highly qualified based on the ranking.

**C. Evaluation Criteria**

| Submission Requirement  | Points     |
|---|------------|
| Consultant Firm (Strength & Experience of Team Assigned)              | 30         |
| Similar Experience and familiarity with HACC processes and procedures | 50         |
| Cost  | 15         |
| MWESB Certification   | 5          |
| <b>Total</b>  | <b>100</b> |

**D. Selection Process**

HACC may, from among the range of proposals, select an offer of services that best meets its needs and requirements. It is further desired that the RFP process will ensure cost competitiveness among respondents. The HACC urges all interested parties to carefully review the requirements of this RFP. Written proposals containing the requested information will serve as the primary basis for final selection. HACC may, at its sole discretion, interview any number of Proposers prior to selection.

All proposals will be reviewed by the HACC based upon the evaluation criteria contained in this RFP. HACC will select the top firm based upon its proposal and ranking, the results of reference checks, the fee proposal (not necessarily the lowest pricing) and the effectiveness of the presentation.

| Date                         |  |
|------------------------------|--|
| February 28, 2020            | RFP Issued and Available                                 |
| March 5, 2020 by 5:00pm PST  | Final Day to submit written questions (email acceptable) |
| March 9, 2020 by 5:00pm PST  | HACC Responds to questions                               |
| March 13, 2020 by 5:00pm PST | Proposals Due  |
| March 24, 2020               | Selection of top ranked firm no later than this date     |

**V. CLARIFICATIONS AND ADDENDA**

**A. Questions and Comments**

Any respondent requiring clarification of the information must submit specific questions or comments to the RFP contact via email. **The deadline for submitting such questions is March 5, 2020 by 5:00pm PST.** If in HACC’s opinion, additional information or interpretation is necessary; such information will be supplied in the form of an Addendum that will be posted to the HACC website:

<http://www.clackamas.us/housingauthority/bids.html>

Such addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. Oral instructions given to prospective respondents by HACC employees or its agents shall not bind HACC. All Addenda shall be issued by HACC not less than three (3) calendar days prior to the qualifications deadline.

## **B. Required Information**

The successful respondent must be licensed to do business in the State of Oregon and must be licensed (if required by law) to perform the professional services proposed.

## **C. Minority Business (MBE) Goals**

The firm submitting a proposal shall be aware of the HACC goals of consistency with Presidential Executive Orders 11625, 12138 and 12432 and Section 3 of the HUD Act of 1968. The HACC goal is to make efforts to ensure that small and minority-owned business, women's business enterprises, labor surplus area business, and individuals or firms located in or owned in substantial part by persons residing in the area of a HACC project are used when possible.

## **D. Award of Contract; Clarification or Rejection of Proposals**

HACC will evaluate proposals and will rate proposals using the scoring methodology described in Section IV of this document.

HACC reserves the right to seek clarification of the written Proposals from respondents.

HACC reserves the right to reject any and all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of the Housing Authority.

HACC reserves the right to reject the proposal of any proposer including those who have previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract, or who has neglected the payment of bills or otherwise disregarded their obligations to subcontractors, material suppliers, or employees. HACC also reserves the right to reject the proposal of any proposer listed in the current issue of "List of Parties Excluded from Federal Procurement and Non-procurement Programs" U.S. General Services Administration, Office of Acquisition Policy or listed in the HUD Limited Denial of Participation, current edition.

Professional services contracts will not have terms exceeding five years without HUD Approval.

The successful firm shall sign and file with HACC all documents necessary to the successful execution of the contract within ten calendar days after the notice of award.

## **E. Right to Protest**

Any actual proposer who is adversely affected or aggrieved by HACC's award of the contract to another proposer on the same solicitation shall have fourteen (14) calendar days after notice of intent to award has been issued to submit to the Executive Director a written protest of the award. The written protest shall specify the grounds upon which the protest is based. A protest must meet the requirements of ORS 279B.410. HACC will not entertain protests submitted after the time period established in this rule.

## **F. Insurance Requirements**

Prior to executing a contract, the consultant team shall provide the following documents:

1. Proof of \$1,000,000 per occurrence (\$2,000,000 general aggregate) general liability insurance,
2. Proof of \$1,000,000 automobile liability insurance,
3. Proof of \$1,000,000 combined single limit per occurrence (\$2,000,000 general annual aggregate) professional errors and omissions liability insurance,
4. Proof of \$1,000,000 employers liability insurance,
5. Proof of Worker's Compensation insurance, and

All required insurance other than Professional Liability, Worker’s Compensation, and Personal Automobile Liability shall include the “Housing Authority of Clackamas County, its agents, officers, and employees” as an additional insured.

**G. Cancellation**

HACC reserves the right to cancel or reject any or all Proposals, and to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in HACC’s best interest. In no event shall HACC have any liability for cancellation of award.

**H. Cost of Preparation**

Costs incurred by respondents in preparation of a response to this RFP shall be borne by the respondents.

**I. References**

HACC reserves the right to investigate references including other than those listed in the response to this RFP. Investigation may include past performance of any consultant team member with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule or on budget, and its lawful payment of subcontractors, employees, and workers. If demanded by HACC, supportive references must be furnished.

**J. Confidentiality**

Proposals are public records. All information submitted by respondents shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposal for which respondent requests exception from disclosure consistent with Oregon Law. All requests shall be in writing, noting specifically which portion of the proposal the respondent requests exception from disclosure. Respondents shall not copyright, or cause to be copyrighted, any portion of any said document submitted to the HACC as a result of this RFP.

**VI. EXHIBITS**

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- A. Lobbying Certificate
- B. Debarment Certificate
- C. Form HUD 5369-B: Instructions to Offerors Non-Construction
- D. Form HUD 5369-C: Certifications and Representations of Offerors – Non-Construction Contract
- E. Form HUD 5370-C: General Conditions for Non-Construction Contracts
- F. Model Professional Services Contract
- G. Anticipated Project Timeline
- H. Construction Schedule
- I. Bid/Permit Drawings; dated 12/06/19 (under separate cover)
- J. Bid/Permit Project Manual; dated 12/06/19 (under separate cover)
- K. Statement of Special Inspections

\* Please see RFP Announcement for access instructions for Exhibits I and J

### Lobbying Certificate

The Undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of ANY Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit *Standard Form – LLL, “Disclosure Form to Report Lobbying,”* in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

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

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

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

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

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.



**Debarment Certificate**  
Regarding Ineligible Contractors

**CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Lower Tier Participant (potential sub-grantee or sub-recipient under a HUD project, potential third party contractor, or potential subcontractor under a major third party contract) certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under a HUD project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER A HUD PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

**CHECK APPROPRIATE BOX:**

The undersigned chief legal counsel for \_\_\_\_\_ hereby certifies that \_\_\_\_\_ has authority under State and local law to comply with the subject assurances and that the certification above has been legally made.

\_\_\_\_\_  
Signature of Participant's Attorney

\_\_\_\_\_  
Date

Bidder or offeror does not have a chief legal counsel.



-03291 -  
Office of Public and Indian Housing

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "Working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a handcancellation bullseye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the postoffice receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an Invitation for bids, bids may be withdrawn at any time prior to bid opening.

## 7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## 8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## 9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here]

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for non-construction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a) (1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) Take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you )

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that-

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)() through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a) 2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this

contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

S. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
Signature & Date:

\_\_\_\_\_  
Typed or Printed Name:

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

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing  
Office of Labor Relations

Exhibit E

OMB Approval No. 2577-0157 (exp. 12/31/2011)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including non-routine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including non-routine maintenance), **greater than \$100,000 – use Sections I and II.**

=====  
**Section I - Clauses for All Non-Construction Contracts greater than \$100,000**  
=====

### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- appeals under the clause titled Disputes;
  - litigation or settlement of claims arising from the performance of this contract; or,
  - costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

- All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - Award of the contract may result in an unfair competitive advantage; or
  - The Contractor's objectivity in performing the contract work may be impaired.
- The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:



(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. 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

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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 24CFR 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.

## **22. Procurement of Recovered Materials**

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

PROFESSIONAL SERVICES CONTRACT

FOR  
VENDOR COMPANY NAME  
VENDOR COMPANY SERVICE

THE HOUSING AUTHORITY OF CLACKAMAS COUNTY

Jill Smith, Executive Director

Stephen McMurtrey, Director of Housing Development

Angel Sully, Housing Developer



CLACKAMAS COUNTY
PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (this "Contract") is entered into between ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of the Housing Authority of Clackamas County (the "County"), a public corporation organized under ORS Chapter 456.

ARTICLE I.

- 1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on .
2. Scope of Work. Contractor will provide the following personal services: ("Work"), further described in Exhibit A.
3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed Write Out Number dollars (\$ ), for accomplishing the Work required by this Contract. Consideration rates are on a [time and materials] [fixed fee] basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Invoices shall be submitted to:
5. Travel and Other Expense. Authorized: [ ] Yes [ ] No
6. If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.
7. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, Exhibit B, and Exhibit C.

8. Contractor and County Contacts.

Table with 2 columns: Contractor and County. Rows for Administrator, Phone, and Email.

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

## **ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time. This includes, but is not limited to: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967; (vi) the Health Insurance Portability and Accountability Act of 1996; the Age Discrimination Acts of 1967 and 1975; (vii) The Vietnam Era Veterans’ Readjustment Assistance Act of 1974; (viii) ORS Chapter 659; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; (xi) all regulations and administrative rules established pursuant to the foregoing laws; and (xii) County Local Contract Review Board Rules, containing language required to be in all public contracts, which is specifically incorporated by reference as if set forth herein.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise,

from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.

- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of the Clackamas County Counsel's Office. County may, at its election and expense, assume its own defense and settlement.
- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on said policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

|   |
|---|
| Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.   |
| <input type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts. |
| <input type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.             |
| <input type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.  |
| <input type="checkbox"/>  |
| <input type="checkbox"/>  |

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

**10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 21 either party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

**12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, County shall have no rights in any pre-existing Contractor intellectual property provided to County by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for County use only. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed Work Product, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

**13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.



- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, and 21, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** A) This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County. Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. (C) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 20. REMEDIES.** If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.

- 21. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by events outside the County or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract.
  - f. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.
  - g. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 27. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall

be deemed to be confidential information of the County (“Confidential Information”). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County’s request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor’s possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor’s employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor’s employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by its breach of its data security or confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor’s obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**28. KEY PERSONS.** Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

**29. MERGER.** THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Company Name

**HOUSING AUTHORITY OF  
CLACKAMAS COUNTY**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signing on Behalf of the Housing Authority

\_\_\_\_\_  
Jill Smith, Executive Director

\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Oregon Business Registry #

\_\_\_\_\_  
Entity Type / State of Formation

Approved as to Form:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

**EXHIBIT A  
PERSONAL SERVICES CONTRACT  
SCOPE OF WORK**

[Insert detailed scope of work]

[Insert rates and costs if payment is on a time and material basis]

[Insert payment schedule if applicable]

## Exhibit G – Anticipated Project Timeline

\* This is a proposed schedule that has been provided for reference and is subject to change. The chosen firm will be expected to work closely with the site Super to coordinate inspections.

- 12/2019                      CDs Completed
- 4/15/2020                    Pull Permits
- 4/27/2020                    Notice to Proceed
- 5/20 – 10/20                Structural Special Inspections

# Exhibit H

| Walsh Constructon<br>Mon 2/17/20 |  | Hillside<br>Preliminary Schedule<br>(28) Units Vacant |                    |                     |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
|----------------------------------|--|---|--------------------|---------------------|-------------|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-----|--|--|--|
| ID                               | Task Name  | Duration  | Start              | Finish              | 2nd Quarter |     | 3rd Quarter |     |     | 4th Quarter |     |     | 1st Quarter |     |     | 2nd Quarter |     |     |     |  |  |  |
|                                  |  |   |                    |                     | Apr         | May | Jun         | Jul | Aug | Sep         | Oct | Nov | Dec         | Jan | Feb | Mar         | Apr | May | Jun |  |  |  |
| 1                                | Hillside Manor (Construction Starts April 27 2020)               | 574 days  | Tue 4/9/19         | Thu 7/15/21         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 2                                | <b>Preconstruction</b>   | <b>265 days</b>                                       | <b>Tue 4/9/19</b>  | <b>Fri 4/24/20</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 3                                | Prioritization Budget Due  | 0 days  | Tue 4/9/19         | Tue 4/9/19          |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 4                                | HACC Review and Feedback   | 29 days   | Tue 4/9/19         | Fri 5/17/19         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 5                                | Draft prioritization budget due for team review (WCC)            | 15 days   | Mon 5/20/19        | Mon 6/10/19         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 6                                | Final prioritization budget due (WCC)                            | 5 days  | Tue 6/11/19        | Mon 6/17/19         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 7                                | <b>MEP, Storefront, Micro Pile Bid Package</b>                   | <b>27 days</b>  | <b>Mon 7/1/19</b>  | <b>Fri 8/9/19</b>   |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 12                               | <b>Design Development</b>  | <b>92 days</b>  | <b>Mon 5/20/19</b> | <b>Mon 9/30/19</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 19                               | <b>Construction Set / Permit</b>                                 | <b>141 days</b>                                       | <b>Mon 8/26/19</b> | <b>Tue 3/17/20</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 39                               | <b>Financial Closing</b>   | <b>62 days</b>  | <b>Thu 1/30/20</b> | <b>Fri 4/24/20</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 40                               | <u>Financial Closing</u>   | <u>57 days</u>  | <u>Thu 1/30/20</u> | <u>Fri 4/17/20</u>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 41                               | <u>OHCS - Delay to mid April</u>                                 | <u>15 days</u>  | <u>Fri 4/3/20</u>  | <u>Thu 4/23/20</u>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 42                               | <u>GMP Amendment Executed</u>                                    | <u>1 day</u>  | <u>Mon 4/20/20</u> | <u>Mon 4/20/20</u>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 43                               | Subcontracts to Subs/ Suppliers                                  | 10 days   | Mon 4/13/20        | Fri 4/24/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 44                               | <u>Notice to Proceed</u>   | <u>1 day</u>  | <u>Fri 4/24/20</u> | <u>Fri 4/24/20</u>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 45                               | <b>Construction</b>  | <b>574 days</b>                                       | <b>Tue 4/9/19</b>  | <b>Thu 7/15/21</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 46                               | <b>Submittals</b>  | <b>470 days</b>                                       | <b>Tue 4/9/19</b>  | <b>Thu 2/18/21</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 445                              | <b>Alternates</b>  | <b>365 days</b>                                       | <b>Fri 9/6/19</b>  | <b>Thu 2/18/21</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 587                              | <b>Building / Site</b>   | <b>309 days</b>                                       | <b>Mon 4/27/20</b> | <b>Thu 7/15/21</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 588                              | Ground Floor- Seismic Upgrade                                    | 167 days  | Mon 4/27/20        | Tue 12/22/20        |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 728                              | <b>Exterior</b>  | <b>219 days</b>                                       | <b>Wed 7/1/20</b>  | <b>Wed 5/12/21</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 733                              | <b>Roofing</b>   | <b>45 days</b>  | <b>Tue 7/7/20</b>  | <b>Tue 9/8/20</b>   |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 738                              | <b>Elevator Modernization</b>                                    | <b>132 days</b>                                       | <b>Mon 4/27/20</b> | <b>Fri 10/30/20</b> |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 745                              | <b>Man - Material Hoist</b>                                      | <b>137 days</b>                                       | <b>Mon 4/27/20</b> | <b>Fri 11/6/20</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 749                              | Plumbing Rough-in  | 32 days   | Mon 4/27/20        | Wed 6/10/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 762                              | <b>2nd Floor - 9 Units Plus Office</b>                           | <b>62 days</b>  | <b>Mon 5/4/20</b>  | <b>Thu 7/30/20</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 763                              | Residents / Staff move out / HACC Cleans/ Inspects/ Treats units | <u>5 days</u>   | <u>Mon 5/4/20</u>  | <u>Fri 5/8/20</u>   |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 764                              | Plumbing and Electrical Safe-off                                 | 2 days  | Mon 5/11/20        | Tue 5/12/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 765                              | <b>Abatement / Demo</b>  | <b>14 days</b>  | <b>Mon 5/11/20</b> | <b>Fri 5/29/20</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 766                              | <b>Abate full unit ceilings AND walls for base scope</b>         | <b>14 days</b>  | <b>Mon 5/11/20</b> | <b>Fri 5/29/20</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 767                              | <u>Unit 219</u>  | <u>4 days</u>   | <u>Mon 5/11/20</u> | <u>Thu 5/14/20</u>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 768                              | <u>Units 201-207, Office Area</u>                                | <u>10 days</u>  | <u>Fri 5/15/20</u> | <u>Fri 5/29/20</u>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 769                              | Remove corridor ceiling / Ductwork / flooring                    | 3 days  | Mon 5/11/20        | Wed 5/13/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 770                              | Remove office ceiling / walls / flooring                         | 2 days  | Fri 5/15/20        | Mon 5/18/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 771                              | <b>Units East</b>  | <b>31 days</b>  | <b>Fri 5/15/20</b> | <b>Mon 6/29/20</b>  |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 772                              | Repair Framing, Backing  | 1 day   | Fri 5/15/20        | Fri 5/15/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 773                              | Plumbing Rough-in  | 3 days  | Fri 5/15/20        | Tue 5/19/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 774                              | HVAC Fan and Ductwork Rough-in                                   | 1 day   | Tue 5/19/20        | Tue 5/19/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 775                              | Electrical Rough-in  | 1 day   | Tue 5/19/20        | Tue 5/19/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 776                              | Cover Inspections  | 1 day   | Wed 5/20/20        | Wed 5/20/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 777                              | Insulate Walls   | 1 day   | Thu 5/21/20        | Thu 5/21/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 778                              | Hang Drywall   | 2 days  | Thu 5/21/20        | Fri 5/22/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 779                              | Fire Tape at Future Framing                                      | 1 day   | Tue 5/26/20        | Tue 5/26/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 780                              | Frame at Tub Furring Wall/Clng/Soffit                            | 1 day   | Wed 5/27/20        | Wed 5/27/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 781                              | Install Tub Surround   | 2 days  | Wed 5/27/20        | Thu 5/28/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 782                              | Inspection   | 1 day   | Fri 5/29/20        | Fri 5/29/20         |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |
| 783                              | Hang Drywall at Tub Surround/Clng/Soffit                         | 2 days  | Mon 6/1/20         | Tue 6/2/20          |             |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |  |  |

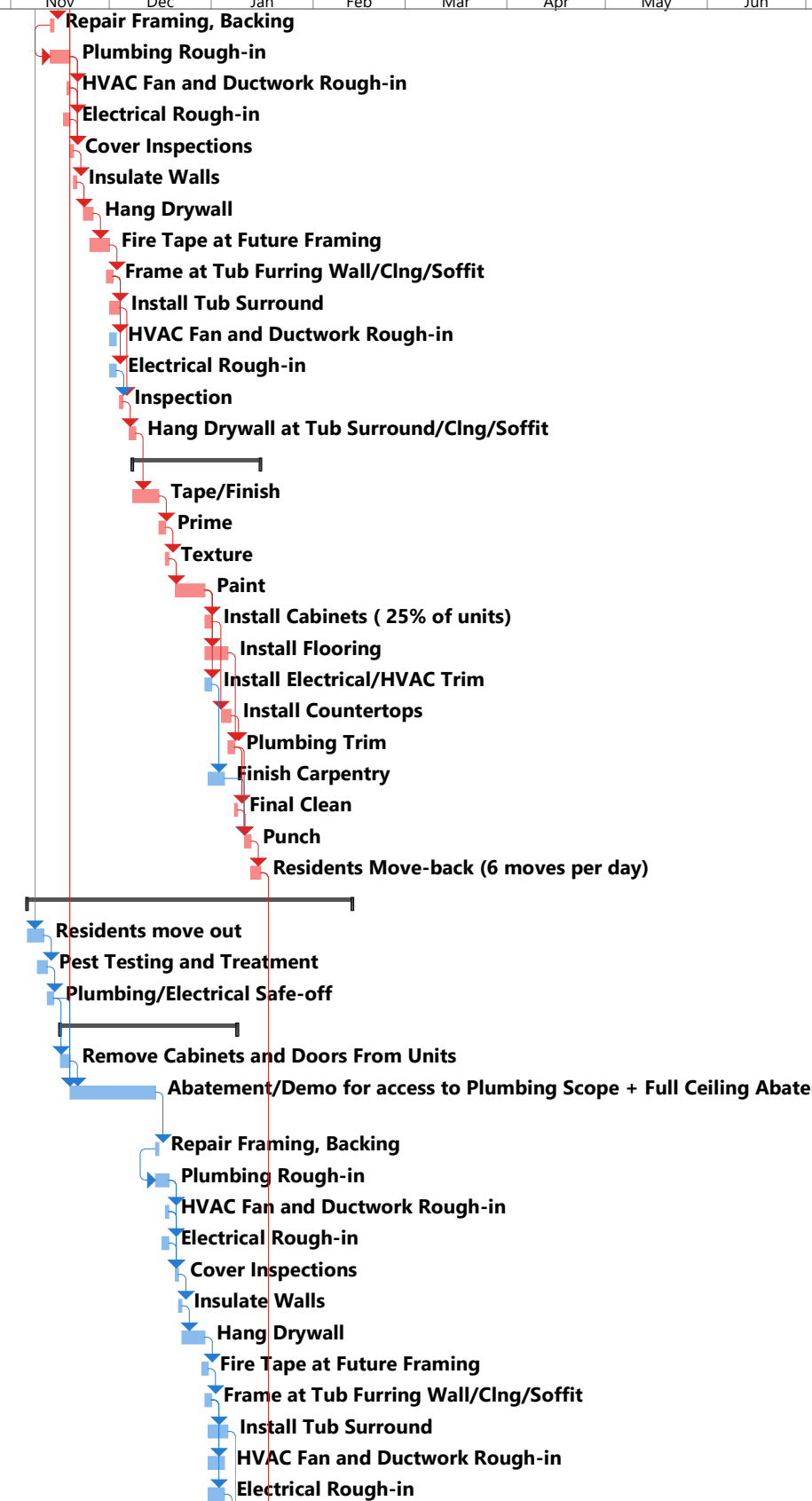


| ID  | Task Name                                       | Duration       | Start              | Finish             | Mar | 2nd Quarter | May | Jun | 3rd Quarter | Aug | Sep | 4th Quarter | Nov | Dec | 1st Quarter | Feb | Mar | 2nd Quarter | Apr | May | Jun |  |
|-----|---|----------------|--------------------|--------------------|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-----|--|
|     |   |                |                    |                    |     | Apr         |     |     | Jul         |     | Oct |             | Jan |     |             |     |     |             |     |     |     |  |
| 784 | <b>Finishes</b>                                 | <b>19 days</b> | <b>Wed 6/3/20</b>  | <b>Mon 6/29/20</b> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 785 | Tape/Finish                                     | 6 days         | Wed 6/3/20         | Wed 6/10/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 786 | Prime   | 2 days         | Thu 6/11/20        | Fri 6/12/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 787 | Texture   | 1 day          | Mon 6/15/20        | Mon 6/15/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 788 | Paint   | 2 days         | Tue 6/16/20        | Wed 6/17/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 789 | Install Cabinets ( 25% of units)                | 1 day          | Thu 6/18/20        | Thu 6/18/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 790 | Install Flooring (bathroom)                     | 2 days         | Thu 6/18/20        | Fri 6/19/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 791 | Install Electrical/HVAC Trim                    | 1 day          | Wed 6/17/20        | Wed 6/17/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 792 | Install Countertops                             | 1 day          | Fri 6/19/20        | Fri 6/19/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 793 | Plumbing Trim                                   | 1 day          | Mon 6/22/20        | Mon 6/22/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 794 | Finish Carpentry                                | 1 day          | Wed 6/17/20        | Wed 6/17/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 795 | Full Unit Paint                                 | 5 days         | Wed 6/17/20        | Tue 6/23/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 796 | Final Clean                                     | 1 day          | Wed 6/24/20        | Wed 6/24/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 797 | Punch   | 2 days         | Thu 6/25/20        | Fri 6/26/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 798 | Residents Move back- 5 per day                  | 1 day          | Mon 6/29/20        | Mon 6/29/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 799 | <b>Units West</b>                               | <b>29 days</b> | <b>Mon 6/1/20</b>  | <b>Fri 7/10/20</b> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 800 | <u>Repair Framing, Backing</u>                  | <u>1 day</u>   | <u>Mon 6/1/20</u>  | <u>Mon 6/1/20</u>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 801 | <u>Plumbing Rough-in</u>                        | <u>3 days</u>  | <u>Mon 6/1/20</u>  | <u>Wed 6/3/20</u>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 802 | <u>HVAC Fan and Ductwork Rough-in</u>           | <u>1 day</u>   | <u>Wed 6/3/20</u>  | <u>Wed 6/3/20</u>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 803 | <u>Electrical Rough-in</u>                      | <u>1 day</u>   | <u>Wed 6/3/20</u>  | <u>Wed 6/3/20</u>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 804 | <u>Cover Inspections</u>                        | <u>1 day</u>   | <u>Thu 6/4/20</u>  | <u>Thu 6/4/20</u>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 805 | <u>Insulate Walls</u>                           | <u>1 day</u>   | <u>Fri 6/5/20</u>  | <u>Fri 6/5/20</u>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 806 | <u>Hang Drywall</u>                             | <u>2 days</u>  | <u>Fri 6/5/20</u>  | <u>Mon 6/8/20</u>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 807 | <u>Fire Tape at Future Framing</u>              | <u>1 day</u>   | <u>Mon 6/8/20</u>  | <u>Mon 6/8/20</u>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 808 | <u>Frame at Tub Furring Wall/Clng/Soffit</u>    | <u>1 day</u>   | <u>Mon 6/8/20</u>  | <u>Mon 6/8/20</u>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 809 | <u>Install Tub Surround</u>                     | <u>2 days</u>  | <u>Mon 6/8/20</u>  | <u>Tue 6/9/20</u>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 810 | <u>Inspection</u>                               | <u>1 day</u>   | <u>Wed 6/10/20</u> | <u>Wed 6/10/20</u> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 811 | <u>Hang Drywall at Tub Surround/Clng/Soffit</u> | <u>2 days</u>  | <u>Thu 6/11/20</u> | <u>Fri 6/12/20</u> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 812 | <b>Finishes</b>                                 | <b>19 days</b> | <b>Mon 6/15/20</b> | <b>Fri 7/10/20</b> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 813 | <u>Tape/Finish</u>                              | <u>6 days</u>  | <u>Mon 6/15/20</u> | <u>Mon 6/22/20</u> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 814 | Prime   | 2 days         | Tue 6/23/20        | Wed 6/24/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 815 | Texture   | 1 day          | Thu 6/25/20        | Thu 6/25/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 816 | Paint   | 2 days         | Fri 6/26/20        | Mon 6/29/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 817 | Install Cabinets ( 25% of units)                | 1 day          | Tue 6/30/20        | Tue 6/30/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 818 | Install Flooring (bathroom)                     | 2 days         | Tue 6/30/20        | Wed 7/1/20         |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 819 | Install Electrical/HVAC Trim                    | 1 day          | Mon 6/29/20        | Mon 6/29/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 820 | Install Countertops                             | 1 day          | Wed 7/1/20         | Wed 7/1/20         |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 821 | Plumbing Trim                                   | 1 day          | Thu 7/2/20         | Thu 7/2/20         |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 822 | Finish Carpentry                                | 1 day          | Mon 6/29/20        | Mon 6/29/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 823 | Full Unit Paint                                 | 5 days         | Mon 6/29/20        | Mon 7/6/20         |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 824 | Final Clean                                     | 1 day          | Tue 7/7/20         | Tue 7/7/20         |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 825 | Punch   | 2 days         | Wed 7/8/20         | Thu 7/9/20         |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 826 | Residents Move back- 5 per day                  | 1 day          | Fri 7/10/20        | Fri 7/10/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 827 | <b>Office Area</b>                              | <b>43 days</b> | <b>Mon 6/1/20</b>  | <b>Thu 7/30/20</b> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 828 | Frame walls                                     | 2 days         | Mon 6/1/20         | Tue 6/2/20         |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 829 | MEP Rough-in                                    | 4 days         | Wed 6/3/20         | Mon 6/8/20         |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 830 | Inspections Walls                               | 1 day          | Tue 6/9/20         | Tue 6/9/20         |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 831 | Insulate Walls                                  | 1 day          | Wed 6/10/20        | Wed 6/10/20        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |     |  |

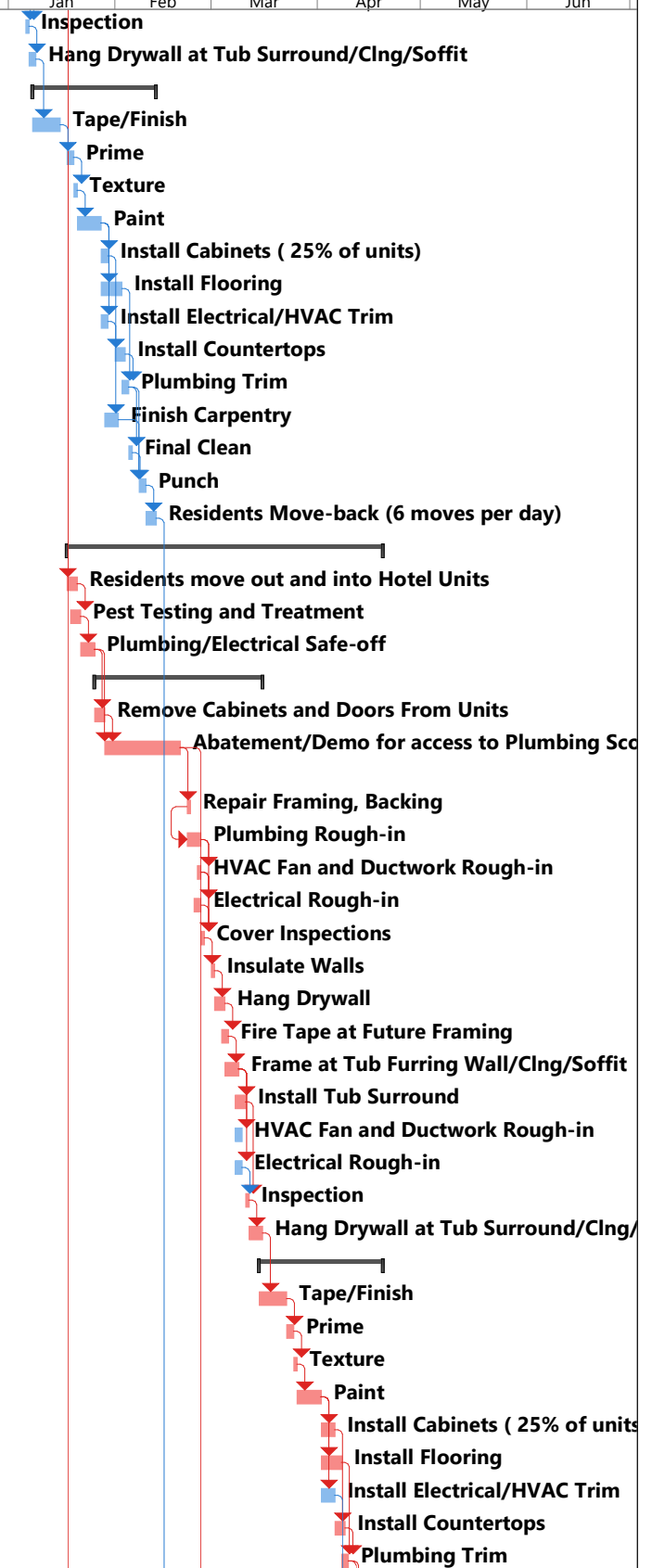
| ID  | Task Name   | Duration       | Start              | Finish             | Mar | 2nd Quarter | May | Jun | 3rd Quarter             | Aug | Sep | 4th Quarter | Nov | Dec | 1st Quarter | Feb | Mar | 2nd Quarter | Apr | May | Jun |  |
|-----|---|----------------|--------------------|--------------------|-----|-------------|-----|-----|-------------------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-----|--|
|     |   |                |                    |                    | Apr | May         | Jun | Jul | Aug                     | Sep | Oct | Nov         | Dec | Jan | Feb         | Mar | Apr | May         | Jun |     |     |  |
| 832 | Hang GWB  | 2 days         | Wed 6/10/20        | Thu 6/11/20        |     |             |     |     | Hang GWB                |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 833 | Tape/Finish GWB   | 9 days         | Fri 6/12/20        | Wed 6/24/20        |     |             |     |     | Tape/Finish GWB         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 834 | Casework  | 1 day          | Thu 6/25/20        | Thu 6/25/20        |     |             |     |     | Casework                |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 835 | Paint   | 4 days         | Thu 6/25/20        | Tue 6/30/20        |     |             |     |     | Paint                   |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 836 | Doors/HDWR  | 2 days         | Wed 7/1/20         | Thu 7/2/20         |     |             |     |     | Doors/HDWR              |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 837 | Relites   | 1 day          | Wed 7/1/20         | Wed 7/1/20         |     |             |     |     | Relites                 |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 838 | Counter tops  | 1 day          | Mon 7/13/20        | Mon 7/13/20        |     |             |     |     | Counter tops            |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 839 | Ceiling grid  | 3 days         | Wed 7/1/20         | Mon 7/6/20         |     |             |     |     | Ceiling grid            |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 840 | Ceiling Rough-in  | 4 days         | Tue 7/7/20         | Fri 7/10/20        |     |             |     |     | Ceiling Rough-in        |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 841 | Inspections Ceilings  | 1 day          | Mon 7/13/20        | Mon 7/13/20        |     |             |     |     | Inspections Ceilings    |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 842 | Drop Ceiling tile   | 2 days         | Tue 7/14/20        | Wed 7/15/20        |     |             |     |     | Drop Ceiling tile       |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 843 | Flooring  | 3 days         | Thu 7/16/20        | Mon 7/20/20        |     |             |     |     | Flooring                |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 844 | Restroom Accessories  | 1 day          | Tue 7/21/20        | Tue 7/21/20        |     |             |     |     | Restroom Accessories    |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 845 | MEP Trim  | 3 days         | Tue 7/21/20        | Thu 7/23/20        |     |             |     |     | MEP Trim                |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 846 | Final Clean   | 1 day          | Fri 7/24/20        | Fri 7/24/20        |     |             |     |     | Final Clean             |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 847 | Punch   | 3 days         | Mon 7/27/20        | Wed 7/29/20        |     |             |     |     | Punch                   |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 848 | Property Mgmt move back   | 1 day          | Thu 7/30/20        | Thu 7/30/20        |     |             |     |     | Property Mgmt move back |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 849 | Unit Block 1 (14 units) - X08, X09 Stack                                    | 64 days        | Fri 7/10/20        | Thu 10/8/20        |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 850 | <u>HACC Cleans/ Inspects/ Treats units</u>                                  | <u>3 days</u>  | <u>Fri 7/10/20</u> | <u>Tue 7/14/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 851 | <u>Plumbing and Electrical Safe-off</u>                                     | <u>2 days</u>  | <u>Wed 7/15/20</u> | <u>Thu 7/16/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 852 | <b>Demo and Rough-in</b>  | <b>34 days</b> | <b>Fri 7/17/20</b> | <b>Wed 9/2/20</b>  |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 853 | <u>Remove Cabinets and Doors From Units</u>                                 | <u>3 days</u>  | <u>Fri 7/17/20</u> | <u>Tue 7/21/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 854 | <u>Abatement/Demo for access to Plumbing Scope + Full Ceiling Abatement</u> | <u>16 days</u> | <u>Wed 7/22/20</u> | <u>Wed 8/12/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 855 | <u>Repair Framing, Backing</u>  | <u>1 day</u>   | <u>Thu 8/13/20</u> | <u>Thu 8/13/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 856 | <u>Plumbing Rough-in</u>  | <u>4 days</u>  | <u>Thu 8/13/20</u> | <u>Tue 8/18/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 857 | <u>HVAC Fan and Ductwork Rough-in</u>                                       | <u>1 day</u>   | <u>Tue 8/18/20</u> | <u>Tue 8/18/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 858 | <u>Electrical Rough-in</u>  | <u>2 days</u>  | <u>Mon 8/17/20</u> | <u>Tue 8/18/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 859 | <u>Cover Inspections</u>  | <u>1 day</u>   | <u>Wed 8/19/20</u> | <u>Wed 8/19/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 860 | <u>Insulate Walls</u>   | <u>1 day</u>   | <u>Thu 8/20/20</u> | <u>Thu 8/20/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 861 | <u>Hang Drywall</u>   | <u>2 days</u>  | <u>Fri 8/21/20</u> | <u>Mon 8/24/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 862 | <u>Fire Tape at Future Framing</u>  | <u>2 days</u>  | <u>Mon 8/24/20</u> | <u>Tue 8/25/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 863 | <u>Frame at Tub Furring Wall/Cing/Soffit</u>                                | <u>2 days</u>  | <u>Tue 8/25/20</u> | <u>Wed 8/26/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 864 | <u>Install Tub Surround</u>   | <u>3 days</u>  | <u>Wed 8/26/20</u> | <u>Fri 8/28/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 865 | <u>HVAC Fan and Ductwork Rough-in</u>                                       | <u>2 days</u>  | <u>Wed 8/26/20</u> | <u>Thu 8/27/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 866 | <u>Electrical Rough-in</u>  | <u>2 days</u>  | <u>Wed 8/26/20</u> | <u>Thu 8/27/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 867 | <u>Inspection</u>   | <u>1 day</u>   | <u>Mon 8/31/20</u> | <u>Mon 8/31/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 868 | <u>Hang Drywall at Tub Surround/Cing/Soffit</u>                             | <u>2 days</u>  | <u>Tue 9/1/20</u>  | <u>Wed 9/2/20</u>  |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 869 | <b>Finishes</b>   | <b>23 days</b> | <b>Wed 9/2/20</b>  | <b>Mon 10/5/20</b> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 870 | <u>Tape/Finish</u>  | <u>6 days</u>  | <u>Wed 9/2/20</u>  | <u>Thu 9/10/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 871 | <u>Prime</u>  | <u>2 days</u>  | <u>Fri 9/11/20</u> | <u>Mon 9/14/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 872 | <u>Texture</u>  | <u>1 day</u>   | <u>Tue 9/15/20</u> | <u>Tue 9/15/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 873 | <u>Paint</u>  | <u>5 days</u>  | <u>Wed 9/16/20</u> | <u>Tue 9/22/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 874 | <u>Install Cabinets ( 25% of units)</u>                                     | <u>2 days</u>  | <u>Wed 9/23/20</u> | <u>Thu 9/24/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 875 | <u>Install Flooring</u>   | <u>4 days</u>  | <u>Wed 9/23/20</u> | <u>Mon 9/28/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 876 | <u>Install Electrical/HVAC Trim</u>   | <u>2 days</u>  | <u>Wed 9/23/20</u> | <u>Thu 9/24/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 877 | <u>Install Countertops</u>  | <u>3 days</u>  | <u>Fri 9/25/20</u> | <u>Tue 9/29/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |
| 878 | <u>Plumbing Trim</u>  | <u>2 days</u>  | <u>Tue 9/29/20</u> | <u>Wed 9/30/20</u> |     |             |     |     |                         |     |     |             |     |     |             |     |     |             |     |     |     |  |

| ID  | Task Name  | Duration       | Start               | Finish              | Mar | 2nd Quarter<br>Apr | May | Jun | 3rd Quarter<br>Jul | Aug | Sep | 4th Quarter<br>Oct | Nov | Dec | 1st Quarter<br>Jan | Feb | Mar | 2nd Quarter<br>Apr | May | Jun |  |
|-----|--|----------------|---------------------|---------------------|-----|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--------------------|-----|-----|--|
| 879 | Finish Carpentry   | 2 days         | Thu 9/24/20         | Fri 9/25/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 880 | <u>Final Clean</u>   | <u>1 day</u>   | <u>Thu 10/1/20</u>  | <u>Thu 10/1/20</u>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 881 | <u>Punch</u>   | <u>2 days</u>  | <u>Fri 10/2/20</u>  | <u>Mon 10/5/20</u>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 882 | <u>Residents Move-in 6 per day</u>                                   | <u>3 days</u>  | <u>Tue 10/6/20</u>  | <u>Thu 10/8/20</u>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 883 | <b>Unit Block 2 (14 units) - X10, X12 Stack</b>                      | <b>66 days</b> | <b>Wed 8/5/20</b>   | <b>Thu 11/5/20</b>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 884 | Residents move out   | 3 days         | Wed 8/5/20          | Fri 8/7/20          |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 885 | Pest Testing and Treatment   | 3 days         | Thu 8/6/20          | Mon 8/10/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 886 | Plumbing/Electrical Safe-off   | 2 days         | Tue 8/11/20         | Wed 8/12/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 887 | <b>Demo and Rough-in</b>   | <b>35 days</b> | <b>Thu 8/13/20</b>  | <b>Thu 10/1/20</b>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 888 | <u>Remove Cabinets and Doors From Units</u>                          | <u>3 days</u>  | <u>Thu 8/13/20</u>  | <u>Mon 8/17/20</u>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 889 | Abatement/Demo for access to Plumbing Scope + Full Ceiling Abatement | 16 days        | Tue 8/18/20         | Wed 9/9/20          |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 890 | Repair Framing, Backing  | 1 day          | Thu 9/10/20         | Thu 9/10/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 891 | Plumbing Rough-in  | 4 days         | Thu 9/10/20         | Tue 9/15/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 892 | HVAC Fan and Ductwork Rough-in                                       | 1 day          | Tue 9/15/20         | Tue 9/15/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 893 | Electrical Rough-in  | 2 days         | Mon 9/14/20         | Tue 9/15/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 894 | Cover Inspections  | 1 day          | Wed 9/16/20         | Wed 9/16/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 895 | Insulate Walls   | 1 day          | Thu 9/17/20         | Thu 9/17/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 896 | Hang Drywall   | 3 days         | Fri 9/18/20         | Tue 9/22/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 897 | <u>Fire Tape at Future Framing</u>                                   | <u>2 days</u>  | <u>Tue 9/22/20</u>  | <u>Wed 9/23/20</u>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 898 | <u>Frame at Tub Furring Wall/Cing/Soffit</u>                         | <u>2 days</u>  | <u>Wed 9/23/20</u>  | <u>Thu 9/24/20</u>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 899 | <u>Install Tub Surround</u>  | <u>3 days</u>  | <u>Thu 9/24/20</u>  | <u>Mon 9/28/20</u>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 900 | <u>HVAC Fan and Ductwork Rough-in</u>                                | <u>2 days</u>  | <u>Thu 9/24/20</u>  | <u>Fri 9/25/20</u>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 901 | <u>Electrical Rough-in</u>   | <u>2 days</u>  | <u>Thu 9/24/20</u>  | <u>Fri 9/25/20</u>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 902 | <u>Inspection</u>  | <u>1 day</u>   | <u>Tue 9/29/20</u>  | <u>Tue 9/29/20</u>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 903 | <u>Hang Drywall at Tub Surround/Cing/Soffit</u>                      | <u>2 days</u>  | <u>Wed 9/30/20</u>  | <u>Thu 10/1/20</u>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 904 | <b>Finishes</b>  | <b>26 days</b> | <b>Thu 10/1/20</b>  | <b>Thu 11/5/20</b>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 905 | Tape/Finish  | 6 days         | Thu 10/1/20         | Thu 10/8/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 906 | Prime  | 2 days         | Fri 10/9/20         | Mon 10/12/20        |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 907 | Texture  | 1 day          | Tue 10/13/20        | Tue 10/13/20        |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 908 | Paint  | 5 days         | Wed 10/14/20        | Tue 10/20/20        |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 909 | Install Cabinets ( 25% of units)                                     | 2 days         | Wed 10/21/20        | Thu 10/22/20        |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 910 | Install Flooring   | 4 days         | Wed 10/21/20        | Mon 10/26/20        |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 911 | Install Electrical/HVAC Trim   | 2 days         | Wed 10/21/20        | Thu 10/22/20        |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 912 | Install Countertops  | 3 days         | Fri 10/23/20        | Tue 10/27/20        |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 913 | Plumbing Trim  | 2 days         | Tue 10/27/20        | Wed 10/28/20        |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 914 | Finish Carpentry   | 2 days         | Thu 10/22/20        | Fri 10/23/20        |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 915 | Final Clean  | 1 day          | Thu 10/29/20        | Thu 10/29/20        |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 916 | Punch  | 2 days         | Fri 10/30/20        | Mon 11/2/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 917 | Residents Move In (6 moves per day)                                  | 3 days         | Tue 11/3/20         | Thu 11/5/20         |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 918 | <b>Unit Block 3 (14 units) - X11, X13 Stack</b>                      | <b>66 days</b> | <b>Fri 10/9/20</b>  | <b>Fri 1/15/21</b>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 919 | <u>Residents move out and into Hotel Units</u>                       | <u>3 days</u>  | <u>Fri 10/9/20</u>  | <u>Tue 10/13/20</u> |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 920 | <u>Pest Testing and Treatment</u>                                    | <u>3 days</u>  | <u>Mon 10/12/20</u> | <u>Wed 10/14/20</u> |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 921 | <u>Plumbing/Electrical Safe-off</u>                                  | <u>2 days</u>  | <u>Thu 10/15/20</u> | <u>Fri 10/16/20</u> |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 922 | <b>Demo and Rough-in</b>   | <b>35 days</b> | <b>Mon 10/19/20</b> | <b>Tue 12/8/20</b>  |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 923 | <u>Remove Cabinets and Doors From Units</u>                          | <u>3 days</u>  | <u>Mon 10/19/20</u> | <u>Wed 10/21/20</u> |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |
| 924 | Abatement/Demo for access to Plumbing Scope + Full Ceiling Abatement | 16 days        | Thu 10/22/20        | Thu 11/12/20        |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |                    |     |     |  |

| ID  | Task Name  | Duration | Start        | Finish       | Mar | 2nd Quarter |  | May | Jun | 3rd Quarter |  | Aug | Sep | 4th Quarter |  | Nov | Dec | 1st Quarter |  | Feb | Mar | 2nd Quarter |  | May | Jun |  |
|-----|--|----------|--------------|--------------|-----|-------------|--|-----|-----|-------------|--|-----|-----|-------------|--|-----|-----|-------------|--|-----|-----|-------------|--|-----|-----|--|
|     |  |          |              |              |     | Apr         |  |     | Jul |             |  |     | Oct |             |  |     | Jan |             |  |     | Apr |             |  |     |     |  |
| 925 | Repair Framing, Backing  | 1 day    | Fri 11/13/20 | Fri 11/13/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 926 | Plumbing Rough-in  | 4 days   | Fri 11/13/20 | Wed 11/18/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 927 | HVAC Fan and Ductwork Rough-in                                       | 1 day    | Wed 11/18/20 | Wed 11/18/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 928 | Electrical Rough-in  | 2 days   | Tue 11/17/20 | Wed 11/18/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 929 | Cover Inspections  | 1 day    | Thu 11/19/20 | Thu 11/19/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 930 | Insulate Walls   | 1 day    | Fri 11/20/20 | Fri 11/20/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 931 | Hang Drywall   | 3 days   | Mon 11/23/20 | Wed 11/25/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 932 | Fire Tape at Future Framing  | 2 days   | Wed 11/25/20 | Mon 11/30/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 933 | Frame at Tub Furring Wall/Clng/Soffit                                | 2 days   | Mon 11/30/20 | Tue 12/1/20  |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 934 | Install Tub Surround   | 3 days   | Tue 12/1/20  | Thu 12/3/20  |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 935 | HVAC Fan and Ductwork Rough-in                                       | 2 days   | Tue 12/1/20  | Wed 12/2/20  |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 936 | Electrical Rough-in  | 2 days   | Tue 12/1/20  | Wed 12/2/20  |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 937 | Inspection   | 1 day    | Fri 12/4/20  | Fri 12/4/20  |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 938 | Hang Drywall at Tub Surround/Clng/Soffit                             | 2 days   | Mon 12/7/20  | Tue 12/8/20  |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 939 | Finishes   | 26 days  | Tue 12/8/20  | Fri 1/15/21  |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 940 | Tape/Finish  | 6 days   | Tue 12/8/20  | Tue 12/15/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 941 | Prime  | 2 days   | Wed 12/16/20 | Thu 12/17/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 942 | Texture  | 1 day    | Fri 12/18/20 | Fri 12/18/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 943 | Paint  | 5 days   | Mon 12/21/20 | Tue 12/29/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 944 | Install Cabinets ( 25% of units)                                     | 2 days   | Wed 12/30/20 | Thu 12/31/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 945 | Install Flooring   | 4 days   | Wed 12/30/20 | Tue 1/5/21   |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 946 | Install Electrical/HVAC Trim   | 2 days   | Wed 12/30/20 | Thu 12/31/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 947 | Install Countertops  | 3 days   | Mon 1/4/21   | Wed 1/6/21   |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 948 | Plumbing Trim  | 2 days   | Wed 1/6/21   | Thu 1/7/21   |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 949 | Finish Carpentry   | 2 days   | Thu 12/31/20 | Mon 1/4/21   |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 950 | Final Clean  | 1 day    | Fri 1/8/21   | Fri 1/8/21   |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 951 | Punch  | 2 days   | Mon 1/11/21  | Tue 1/12/21  |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 952 | Residents Move-back (6 moves per day)                                | 3 days   | Wed 1/13/21  | Fri 1/15/21  |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 953 | Unit Block 4 (14 units) - X05, X07 Stack                             | 66 days  | Fri 11/6/20  | Fri 2/12/21  |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 954 | Residents move out   | 3 days   | Fri 11/6/20  | Tue 11/10/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 955 | Pest Testing and Treatment   | 3 days   | Mon 11/9/20  | Wed 11/11/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 956 | Plumbing/Electrical Safe-off   | 2 days   | Thu 11/12/20 | Fri 11/13/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 957 | Demo and Rough-in  | 35 days  | Mon 11/16/20 | Fri 1/8/21   |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 958 | Remove Cabinets and Doors From Units                                 | 3 days   | Mon 11/16/20 | Wed 11/18/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 959 | Abatement/Demo for access to Plumbing Scope + Full Ceiling Abatement | 16 days  | Thu 11/19/20 | Mon 12/14/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 960 | Repair Framing, Backing  | 1 day    | Tue 12/15/20 | Tue 12/15/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 961 | Plumbing Rough-in  | 4 days   | Tue 12/15/20 | Fri 12/18/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 962 | HVAC Fan and Ductwork Rough-in                                       | 1 day    | Fri 12/18/20 | Fri 12/18/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 963 | Electrical Rough-in  | 2 days   | Thu 12/17/20 | Fri 12/18/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 964 | Cover Inspections  | 1 day    | Mon 12/21/20 | Mon 12/21/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 965 | Insulate Walls   | 1 day    | Tue 12/22/20 | Tue 12/22/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 966 | Hang Drywall   | 3 days   | Wed 12/23/20 | Tue 12/29/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 967 | Fire Tape at Future Framing  | 2 days   | Tue 12/29/20 | Wed 12/30/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 968 | Frame at Tub Furring Wall/Clng/Soffit                                | 2 days   | Wed 12/30/20 | Thu 12/31/20 |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 969 | Install Tub Surround   | 3 days   | Thu 12/31/20 | Tue 1/5/21   |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 970 | HVAC Fan and Ductwork Rough-in                                       | 2 days   | Thu 12/31/20 | Mon 1/4/21   |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |
| 971 | Electrical Rough-in  | 2 days   | Thu 12/31/20 | Mon 1/4/21   |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |             |  |     |     |  |



| ID   | Task Name  | Duration       | Start                       | Finish                      | Preliminary Schedule |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
|------|--|----------------|-----------------------------|-----------------------------|----------------------|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-------------|-----|-----|-----|--|--|
|      |  |                |                             |                             | Mar                  | 2nd Quarter |     |     | 3rd Quarter |     |     | 4th Quarter |     |     | 1st Quarter |     | 2nd Quarter |     |     |     |  |  |
|      |  |                |                             |                             | Mar                  | Apr         | May | Jun | Jul         | Aug | Sep | Oct         | Nov | Dec | Jan         | Feb | Mar         | Apr | May | Jun |  |  |
| 972  | <a href="#">Inspection</a>   | 1 day          | <a href="#">Wed 1/6/21</a>  | Wed 1/6/21                  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 973  | <a href="#">Hang Drywall at Tub Surround/Clng/Soffit</a>                             | 2 days         | <a href="#">Thu 1/7/21</a>  | Fri 1/8/21                  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 974  | <b>Finishes</b>  | 26 days        | <a href="#">Fri 1/8/21</a>  | <a href="#">Fri 2/12/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 975  | Tape/Finish  | 6 days         | Fri 1/8/21                  | Fri 1/15/21                 |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 976  | Prime  | 2 days         | Mon 1/18/21                 | Tue 1/19/21                 |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 977  | Texture  | 1 day          | Wed 1/20/21                 | Wed 1/20/21                 |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 978  | Paint  | 5 days         | Thu 1/21/21                 | Wed 1/27/21                 |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 979  | Install Cabinets ( 25% of units)   | 2 days         | Thu 1/28/21                 | Fri 1/29/21                 |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 980  | Install Flooring   | 4 days         | Thu 1/28/21                 | Tue 2/2/21                  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 981  | Install Electrical/HVAC Trim   | 2 days         | Thu 1/28/21                 | Fri 1/29/21                 |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 982  | Install Countertops  | 3 days         | Mon 2/1/21                  | Wed 2/3/21                  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 983  | Plumbing Trim  | 2 days         | Wed 2/3/21                  | Thu 2/4/21                  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 984  | Finish Carpentry   | 2 days         | Fri 1/29/21                 | Mon 2/1/21                  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 985  | Final Clean  | 1 day          | Fri 2/5/21                  | Fri 2/5/21                  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 986  | Punch  | 2 days         | Mon 2/8/21                  | Tue 2/9/21                  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 987  | Residents Move-back (6 moves per day)  | 3 days         | Wed 2/10/21                 | Fri 2/12/21                 |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 988  | <b>Unit Block 5 (14 units) - X01, X03 Stack</b>                                      | <b>66 days</b> | <b>Mon 1/18/21</b>          | <b>Mon 4/19/21</b>          |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 989  | <a href="#">Residents move out and into Hotel Units</a>                              | 3 days         | <a href="#">Mon 1/18/21</a> | <a href="#">Wed 1/20/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 990  | <a href="#">Pest Testing and Treatment</a>   | 3 days         | <a href="#">Tue 1/19/21</a> | <a href="#">Thu 1/21/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 991  | <a href="#">Plumbing/Electrical Safe-off</a>   | 2 days         | <a href="#">Fri 1/22/21</a> | <a href="#">Mon 1/25/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 992  | <b>Demo and Rough-in</b>   | <b>35 days</b> | <b>Tue 1/26/21</b>          | <b>Mon 3/15/21</b>          |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 993  | <a href="#">Remove Cabinets and Doors From Units</a>                                 | 3 days         | <a href="#">Tue 1/26/21</a> | <a href="#">Thu 1/28/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 994  | <a href="#">Abatement/Demo for access to Plumbing Scope + Full Ceiling Abatement</a> | 16 days        | <a href="#">Fri 1/29/21</a> | <a href="#">Fri 2/19/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 995  | <a href="#">Repair Framing, Backing</a>  | 1 day          | <a href="#">Mon 2/22/21</a> | <a href="#">Mon 2/22/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 996  | <a href="#">Plumbing Rough-in</a>  | 4 days         | <a href="#">Mon 2/22/21</a> | <a href="#">Thu 2/25/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 997  | <a href="#">HVAC Fan and Ductwork Rough-in</a>                                       | 1 day          | <a href="#">Thu 2/25/21</a> | <a href="#">Thu 2/25/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 998  | <a href="#">Electrical Rough-in</a>  | 2 days         | Wed 2/24/21                 | <a href="#">Thu 2/25/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 999  | <a href="#">Cover Inspections</a>  | 1 day          | <a href="#">Fri 2/26/21</a> | <a href="#">Fri 2/26/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1000 | <a href="#">Insulate Walls</a>   | 1 day          | <a href="#">Mon 3/1/21</a>  | <a href="#">Mon 3/1/21</a>  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1001 | <a href="#">Hang Drywall</a>   | 3 days         | <a href="#">Tue 3/2/21</a>  | <a href="#">Thu 3/4/21</a>  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1002 | <a href="#">Fire Tape at Future Framing</a>  | 2 days         | <a href="#">Thu 3/4/21</a>  | <a href="#">Fri 3/5/21</a>  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1003 | <a href="#">Frame at Tub Furring Wall/Clng/Soffit</a>                                | 2 days         | <a href="#">Fri 3/5/21</a>  | <a href="#">Mon 3/8/21</a>  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1004 | <a href="#">Install Tub Surround</a>   | 3 days         | <a href="#">Mon 3/8/21</a>  | <a href="#">Wed 3/10/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1005 | <a href="#">HVAC Fan and Ductwork Rough-in</a>                                       | 2 days         | Mon 3/8/21                  | Tue 3/9/21                  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1006 | <a href="#">Electrical Rough-in</a>  | 2 days         | <a href="#">Mon 3/8/21</a>  | Tue 3/9/21                  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1007 | <a href="#">Inspection</a>   | 1 day          | <a href="#">Thu 3/11/21</a> | <a href="#">Thu 3/11/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1008 | <a href="#">Hang Drywall at Tub Surround/Clng/Soffit</a>                             | 2 days         | <a href="#">Fri 3/12/21</a> | <a href="#">Mon 3/15/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1009 | <b>Finishes</b>  | 26 days        | <b>Mon 3/15/21</b>          | <b>Mon 4/19/21</b>          |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1010 | <a href="#">Tape/Finish</a>  | 6 days         | <a href="#">Mon 3/15/21</a> | <a href="#">Mon 3/22/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1011 | <a href="#">Prime</a>  | 2 days         | <a href="#">Tue 3/23/21</a> | <a href="#">Wed 3/24/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1012 | <a href="#">Texture</a>  | 1 day          | <a href="#">Thu 3/25/21</a> | <a href="#">Thu 3/25/21</a> |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1013 | <a href="#">Paint</a>  | 5 days         | <a href="#">Fri 3/26/21</a> | <a href="#">Thu 4/1/21</a>  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1014 | <a href="#">Install Cabinets ( 25% of units)</a>                                     | 2 days         | <a href="#">Fri 4/2/21</a>  | <a href="#">Mon 4/5/21</a>  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1015 | <a href="#">Install Flooring</a>   | 4 days         | <a href="#">Fri 4/2/21</a>  | <a href="#">Wed 4/7/21</a>  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1016 | Install Electrical/HVAC Trim   | 2 days         | Fri 4/2/21                  | Mon 4/5/21                  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1017 | <a href="#">Install Countertops</a>  | 3 days         | <a href="#">Tue 4/6/21</a>  | <a href="#">Thu 4/8/21</a>  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |
| 1018 | <a href="#">Plumbing Trim</a>  | 2 days         | <a href="#">Thu 4/8/21</a>  | <a href="#">Fri 4/9/21</a>  |                      |             |     |     |             |     |     |             |     |     |             |     |             |     |     |     |  |  |





| ID   | Task Name  | Duration        | Start                       | Finish                      | Mar | 2nd Quarter |     | Jun | 3rd Quarter |     |     | 4th Quarter |     |     | 1st Quarter |     |     | 2nd Quarter |  | May | Jun                             |                                      |  |
|------|--|-----------------|-----------------------------|-----------------------------|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|--|-----|---------------------------------|--------------------------------------|--|
|      |  |                 |                             |                             |     | Apr         | May |     | Jul         | Aug | Sep | Oct         | Nov | Dec | Jan         | Feb | Mar | Apr         |  |     |                                 |                                      |  |
| 1065 | <a href="#">Repair Framing, Backing</a>                  | 1 day           | <a href="#">Fri 5/14/21</a> | <a href="#">Fri 5/14/21</a> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     | <a href="#">Repair Framing,</a> |                                      |  |
| 1066 | <a href="#">Plumbing Rough-in</a>                        | 4 days          | <a href="#">Fri 5/14/21</a> | <a href="#">Wed 5/19/21</a> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Plumbing Rou</a>         |  |
| 1067 | <a href="#">HVAC Fan and Ductwork Rough-in</a>           | 1 day           | <a href="#">Wed 5/19/21</a> | <a href="#">Wed 5/19/21</a> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">HVAC Fan and</a>         |  |
| 1068 | <a href="#">Electrical Rough-in</a>                      | 2 days          | Tue 5/18/21                 | <a href="#">Wed 5/19/21</a> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Electrical Rou</a>       |  |
| 1069 | <a href="#">Cover Inspections</a>                        | 1 day           | <a href="#">Thu 5/20/21</a> | <a href="#">Thu 5/20/21</a> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Cover Inspect</a>        |  |
| 1070 | <a href="#">Insulate Walls</a>                           | 1 day           | <a href="#">Fri 5/21/21</a> | <a href="#">Fri 5/21/21</a> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Insulate Walls</a>       |  |
| 1071 | <a href="#">Hang Drywall</a>                             | 2 days          | <a href="#">Mon 5/24/21</a> | <a href="#">Tue 5/25/21</a> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Hang Drywa</a>           |  |
| 1072 | <a href="#">Fire Tape at Future Framing</a>              | 2 days          | <a href="#">Tue 5/25/21</a> | <a href="#">Wed 5/26/21</a> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Fire Tape at</a>         |  |
| 1073 | <a href="#">Frame at Tub Furring Wall/Clng/Soffit</a>    | 2 days          | <a href="#">Wed 5/26/21</a> | <a href="#">Thu 5/27/21</a> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Frame at Tu</a>          |  |
| 1074 | <a href="#">Install Tub Surround</a>                     | 3 days          | <a href="#">Thu 5/27/21</a> | <a href="#">Tue 6/1/21</a>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Install Tul</a>          |  |
| 1075 | <a href="#">HVAC Fan and Ductwork Rough-in</a>           | 2 days          | Thu 5/27/21                 | Fri 5/28/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">HVAC Fan a</a>           |  |
| 1076 | <a href="#">Electrical Rough-in</a>                      | 2 days          | <a href="#">Thu 5/27/21</a> | Fri 5/28/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Electrical R</a>         |  |
| 1077 | <a href="#">Inspection</a>                               | 1 day           | <a href="#">Wed 6/2/21</a>  | <a href="#">Wed 6/2/21</a>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Inspectio</a>            |  |
| 1078 | <a href="#">Hang Drywall at Tub Surround/Clng/Soffit</a> | 2 days          | <a href="#">Thu 6/3/21</a>  | <a href="#">Fri 6/4/21</a>  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Hang Dr</a>              |  |
| 1079 | <b>Finishes</b>  | <b>20 days</b>  | <b>Fri 6/4/21</b>           | <b>Thu 7/1/21</b>           |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 |                                      |  |
| 1080 | Tape/Finish  | 5 days          | Fri 6/4/21                  | Thu 6/10/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Tape/F</a>               |  |
| 1081 | Prime  | 1 day           | Fri 6/11/21                 | Fri 6/11/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Prime</a>                |  |
| 1082 | Texture  | 1 day           | Mon 6/14/21                 | Mon 6/14/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Textu</a>                |  |
| 1083 | Paint  | 3 days          | Tue 6/15/21                 | Thu 6/17/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Pair</a>                 |  |
| 1084 | Install Cabinets ( 25% of units)                         | 2 days          | Fri 6/18/21                 | Mon 6/21/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Ins</a>                  |  |
| 1085 | Install Flooring   | 3 days          | Fri 6/18/21                 | Tue 6/22/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Ins</a>                  |  |
| 1086 | Install Electrical/HVAC Trim                             | 2 days          | Fri 6/18/21                 | Mon 6/21/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Ins</a>                  |  |
| 1087 | Install Countertops                                      | 2 days          | Tue 6/22/21                 | Wed 6/23/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">In</a>                   |  |
| 1088 | Plumbing Trim  | 2 days          | Wed 6/23/21                 | Thu 6/24/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Pl</a>                   |  |
| 1089 | Finish Carpentry   | 2 days          | Mon 6/21/21                 | Tue 6/22/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Fin</a>                  |  |
| 1090 | <a href="#">Final Clean</a>                              | 1 day           | <a href="#">Fri 6/25/21</a> | <a href="#">Fri 6/25/21</a> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">F</a>                    |  |
| 1091 | Punch  | 2 days          | Mon 6/28/21                 | Tue 6/29/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">P</a>                    |  |
| 1092 | Residents Move-back (6 moves per day)                    | 2 days          | Wed 6/30/21                 | Thu 7/1/21                  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">P</a>                    |  |
| 1093 | <b>Corridor Finishes</b>                                 | <b>114 days</b> | <b>Mon 1/18/21</b>          | <b>Fri 6/25/21</b>          |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 |                                      |  |
| 1094 | <b>East Wing- floors 2-9</b>                             | <b>30 days</b>  | <b>Mon 1/18/21</b>          | <b>Fri 2/26/21</b>          |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 |                                      |  |
| 1095 | Remove carpet  | 3 days          | Mon 1/18/21                 | Wed 1/20/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Remove carpe</a>         |  |
| 1096 | Paint Walls  | 6 days          | Tue 1/19/21                 | Tue 1/26/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Paint Walls</a>          |  |
| 1097 | ACT Grid Wall Angle                                      | 3 days          | Mon 1/25/21                 | Wed 1/27/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">ACT Grid Wall Angle</a>  |  |
| 1098 | MEP Ceiling Rough-in                                     | 5 days          | Fri 1/22/21                 | Thu 1/28/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">MEP Ceiling Rough-in</a> |  |
| 1099 | ACT Grid Ceiling   | 7 days          | Tue 1/26/21                 | Wed 2/3/21                  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">ACT Grid Ceiling</a>     |  |
| 1100 | MEP Ceiling Rough-in                                     | 4 days          | Tue 2/2/21                  | Fri 2/5/21                  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">MEP Ceiling Rough-in</a> |  |
| 1101 | ACT Tiles  | 5 days          | Thu 2/4/21                  | Wed 2/10/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">ACT Tiles</a>            |  |
| 1102 | Carpet   | 8 days          | Mon 2/8/21                  | Wed 2/17/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Carpet</a>               |  |
| 1103 | Rubber Base  | 3 days          | Tue 2/16/21                 | Thu 2/18/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Rubber Base</a>          |  |
| 1104 | Pre Punch  | 3 days          | Fri 2/19/21                 | Tue 2/23/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Pre Punch</a>            |  |
| 1105 | Punch  | 3 days          | Wed 2/24/21                 | Fri 2/26/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Punch</a>                |  |
| 1106 | <b>West Wing/ Central Core -floors 2-9</b>               | <b>30 days</b>  | <b>Fri 5/14/21</b>          | <b>Fri 6/25/21</b>          |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 |                                      |  |
| 1107 | Remove carpe   | 4 days          | Fri 5/14/21                 | Wed 5/19/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Remove carpe</a>         |  |
| 1108 | Paint Walls  | 6 days          | Tue 5/18/21                 | Tue 5/25/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">Paint Walls</a>          |  |
| 1109 | ACT Grid Wall Angle                                      | 3 days          | Mon 5/24/21                 | Wed 5/26/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">ACT Grid W</a>           |  |
| 1110 | MEP Ceiling Rough-in                                     | 5 days          | Fri 5/21/21                 | Thu 5/27/21                 |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">MEP Ceiling</a>          |  |
| 1111 | ACT Grid Ceiling   | 7 days          | Tue 5/25/21                 | Thu 6/3/21                  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">ACT Grid</a>             |  |
| 1112 | MEP Ceiling Rough-in                                     | 3 days          | Wed 6/2/21                  | Fri 6/4/21                  |     |             |     |     |             |     |     |             |     |     |             |     |     |             |  |     |                                 | <a href="#">MEP Ceil</a>             |  |

| ID   | Task Name                                  | Duration       | Start              | Finish             | Mar | 2nd Quarter |     |     | 3rd Quarter |     |     | 4th Quarter |     |     | 1st Quarter |     |     | 2nd Quarter |     |     |  |  |
|------|--|----------------|--------------------|--------------------|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|-------------|-----|-----|--|--|
|      |  |                |                    |                    | Mar | Apr         | May | Jun | Jul         | Aug | Sep | Oct         | Nov | Dec | Jan         | Feb | Mar | Apr         | May | Jun |  |  |
| 1113 | ACT Tiles                                  | 5 days         | Thu 6/3/21         | Wed 6/9/21         |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |  |  |
| 1114 | Carpet                                     | 8 days         | Mon 6/7/21         | Wed 6/16/21        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |  |  |
| 1115 | Rubber Base                                | 3 days         | Tue 6/15/21        | Thu 6/17/21        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |  |  |
| 1116 | Pre Punch                                  | 3 days         | Fri 6/18/21        | Tue 6/22/21        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |  |  |
| 1117 | Punch                                      | 3 days         | Wed 6/23/21        | Fri 6/25/21        |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |  |  |
| 1118 | <u><a href="#">Inspections / TCO</a></u>   | <u>10 days</u> | <u>Wed 6/30/21</u> | <u>Wed 7/14/21</u> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |  |  |
| 1119 | <u><a href="#">Building Completion</a></u> | <u>1 day</u>   | <u>Thu 7/15/21</u> | <u>Thu 7/15/21</u> |     |             |     |     |             |     |     |             |     |     |             |     |     |             |     |     |  |  |



STATEMENT OF SPECIAL INSPECTIONS

TABLE 1

REQUIRED GEOTECHNICAL SPECIAL INSPECTIONS

| SYSTEM or MATERIAL   | INSPECTION               |                            |            |          | REMARKS  |
|--|--------------------------|----------------------------|------------|----------|--|
|  | OSSC CODE REFERENCE      | CODE or STANDARD REFERENCE | FREQUENCY  |          |  |
|  |                          |                            | CONTINUOUS | PERIODIC |  |
| <b>SOILS</b>   |                          |                            |            |          |  |
| GEOTECHNICAL INVESTIGATIONS  | TABLE 1705.6<br>1803     |                            |            |          | GEOTECHNICAL INVESTIGATION SHALL INCLUDE ITEMS OF SPECIAL INSPECTION AND TESTING AS NOTED IN TABLE 5 |
| VERIFY FOOTING BEARING CAPACITY AND SUBGRADE PREPARATION FOR FILLS   | TABLE 1705.6             | GEOTECHNICAL REPORT        |            | X        | BY THE GEOTECHNICAL ENGINEER   |
| FILL MATERIAL VERIFICATION   |                          |                            | X          |          |  |
| FILL PLACEMENT & COMPACTION  |                          |                            | X          |          |  |
| VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY                   | TABLE 1705.6             |                            |            | X        | BY THE GEOTECHNICAL ENGINEER   |
| VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL                                 | TABLE 1705.6             |                            |            | X        |  |
| PERFORM CLASSIFICATION OF COMPACTED FILL MATERIALS   | TABLE 1705.6<br>1803.5.1 |                            |            | X        | TESTING OF COMPACTED FILL MATERIALS AS NOTED IN TABLE 5  |
| VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL | TABLE 1705.6             |                            | X          |          | BY THE GEOTECHNICAL ENGINEER   |
| PRIOR TO PLACEMENT OF COMPACTED FILL, OBSERVE SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY           | TABLE 1705.6             |                            |            | X        |  |

MICROPILES

| SYSTEM or MATERIAL | OSSC CODE REFERENCE | CODE or STANDARD REFERENCE | CONTINUOUS | PERIODIC | REMARKS  |
|--------------------|---------------------|----------------------------|------------|----------|--|
| INSTALLATION       | 1707.1              | GEOTECHNICAL REPORT        | X          |          | BY THE GEOTECHNICAL ENGINEER SPECIAL INSPECTIONS APPLY TO TENDON/BAR TYPE AND SIZE, CORROSION PROTECTION, DEPTH OF EMBEDMENT, BONDED LENGTH, TYPE OF GROUT USED, AND RECORD OF PRESTRESS IF REQUIRED |

TABLE 2

REQUIRED STRUCTURAL SPECIAL INSPECTIONS

| SYSTEM or MATERIAL | INSPECTION          |                            |            |          | REMARKS   |
|--------------------|---------------------|----------------------------|------------|----------|---|
|                    | OSSC CODE REFERENCE | CODE or STANDARD REFERENCE | FREQUENCY  |          |   |
|                    |                     |                            | CONTINUOUS | PERIODIC |   |
| <b>FABRICATORS</b> |                     |                            |            |          |   |
| FABRICATORS        | 1704.2.5            |                            | X          | X        | SPECIAL INSPECTION IS REQUIRED FOR STRUCTURAL LOAD-BEARING MEMBERS AND ASSEMBLIES FABRICATED ON THE PREMISES OF A FABRICATOR'S SHOP. THIS INSPECTION MAY BE CONTINUOUS OR PERIODIC AS REQUIRED ELSEWHERE IN THE STATEMENT OF SPECIAL INSPECTION.  |
| FABRICATORS        | 1704.2.5.1          |                            |            |          | THE SPECIAL INSPECTOR SHALL VERIFY THAT THE FABRICATOR MAINTAINS DETAILED FABRICATION AND QUALITY CONTROL PROCEDURES AND SHALL REVIEW FOR COMPLETENESS AND ADEQUACY RELATIVE TO THE CODE REQUIREMENT.   |
| FABRICATORS        | 1704.2.5.2          |                            |            |          | SPECIAL INSPECTIONS REQUIRED BY SECTION 1705 ARE NOT REQUIRED WHERE THE WORK IS DONE ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED BY THE GOVERNING JURISDICTION TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION. APPROVAL BY THE GOVERNING JURISDICTION IS TYPICALLY BASED UPON REVIEW OF THE FABRICATOR'S WRITTEN PROCEDURAL AND QUALITY CONTROL MANUALS AND PERIODIC AUDITING OF FABRICATION PRACTICES BY A NATIONALLY RECOGNIZED ACCREDITING AUTHORITY. AT COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE BUILDING OFFICIAL STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.<br><br>PLEASE NOTE PER THE SPECIAL INSPECTION FOOTNOTES THAT FABRICATION OF THE DESIGNATED SFRS MEMBERS REQUIRE DUAL SPECIAL INSPECTIONS. THEREFORE, ONE OR TWO SPECIAL INSPECTIONS WILL BE REQUIRED DEPENDENT ON THE FABRICATOR'S GOVERNING JURISDICTION APPROVAL. |

CONCRETE

| SYSTEM or MATERIAL   | OSSC CODE REFERENCE                             | CODE or STANDARD REFERENCE                                | CONTINUOUS | PERIODIC | REMARKS  |
|--|---|---|------------|----------|--|
| REINFORCING STEEL PLACEMENT  | 1705.3<br>1910.4<br>1901.3.2                    | ACI 318: 3.5<br>ACI 318: 7.1-7.7                          |            | X        | TOLERANCES AND REINFORCING PLACEMENT PER ACI 7.5; SPACING LIMITS FOR REINFORCING ACI 7.6 PROTECTION OF REINFORCEMENT PER ACI 7.7                 |
| WELDING REINFORCING STEEL  | 1705.2.2.1.2<br>TABLE 1705.2<br>1903.1          |   |            |          | REFER TO STEEL PORTION OF TABLE 2 FOR ALL WELDING INSPECTIONS AND VERIFICATIONS. REFER TO STEEL PORTION OF TABLE 5 FOR ANY TESTING REQUIREMENTS. |
| a. VERIFICATION OF WELDABILITY OF REINFORCING STEEL OTHER THAN ASTM A706                                       | TABLE 1705.2                                    | AWS D1.4<br>ACI 318: SECTION 3.5.2                        |            | X        |  |
| b. BOUNDARY ELEMENTS OF SPECIAL STRUCTURAL WALLS OF CONCRETE AND SHEAR REINFORCEMENT                           | TABLE 1705.2                                    | AWS D1.4<br>ACI 318: SECTION 3.5.2                        | X          |          |  |
| c. SHEAR REINFORCEMENT   | TABLE 1705.2                                    | AWS D1.4<br>ACI 318: SECTION 3.5.2                        | X          |          |  |
| d. OTHER REINFORCING STEEL   | TABLE 1705.2                                    | AWS D1.4<br>ACI 318: SECTION 3.5.2                        |            | X        |  |
| PLACEMENT OF BOLTS, ANCHORS, AND STEEL EMBEDS CAST-IN-PLACE IN CONCRETE  | TABLE 1705.3                                    | ACI 318: 1.3.2.C<br>ACI 318: 21.1.8<br>ACI 318-APPENDIX D |            | X        | ALL BOLTS, ANCHORS, AND STEEL EMBEDS VISUALLY INSPECTED  |
| VERIFYING USE OF REQUIRED MIX DESIGN(S)  | TABLE 1705.3<br>1904, 1904.2,<br>1910.2, 1910.3 | ACI 318: CHAPTER 4<br>ACI 318: 5.2-5.4                    |            | X        |  |
| CONCRETE PLACEMENT   | TABLE 1705.3                                    | ACI 318: 1.3.2.D<br>ACI 318: 5.9 - 5.10                   | X          |          |  |
| CONCRETE CURING  | TABLE 1705.3<br>1910.9.1-3                      | ACI 318: 5.11-5.13  |            | X        |  |
| VERIFICATION OF IN-SITU CONCRETE PRIOR TO REMOVAL OF FORMS AND SHORES FROM ELEVATED BEAMS AND STRUCTURAL SLABS | TABLE 1705.3                                    | ACI 318: 6.2  |            | X        |  |
| VERIFICATION OF FORMWORK   | TABLE 1705.3                                    | ACI 318: 6.1.1  |            | X        | SPECIAL INSPECTIONS APPLY TO SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED  |

TABLE 2 (CONTINUED)

REQUIRED STRUCTURAL SPECIAL INSPECTIONS

| SYSTEM or MATERIAL   | INSPECTION                         |  |            |          | REMARKS   |
|--|------------------------------------|--|------------|----------|---|
|  | OSSC CODE REFERENCE                | CODE or STANDARD REFERENCE   | FREQUENCY  |          |   |
|  |                                    |  | CONTINUOUS | PERIODIC |   |
| <b>POST INSTALLED CONCRETE ANCHORS</b>   |                                    |  |            |          |   |
| INSPECTION OF ANCHORS INSTALLED IN HARDENED CONCRETE   | TABLE 1705.3                       | ICC EVALUATION REPORT<br>ACI 318:<br>3.8.6, 21.1.8,<br>APPENDIX D  |            | X (a)    | SPECIAL INSPECTIONS APPLY TO ANCHOR PRODUCT NAME, TYPE, AND DIMENSIONS, HOLE DIMENSIONS, COMPLIANCE WITH DRILL BIT REQUIREMENTS, CLEANLINESS OF THE HOLE AND ANCHOR, ADHESIVE EXPIRATION DATE, ANCHOR/ADHESIVE INSTALLATION, ANCHOR EMBEDMENT, AND TIGHTENING TORQUE  |
| <b>STEEL</b>   |                                    |  |            |          |   |
| FABRICATION OF STRUCTURAL ELEMENTS   | 1704.2.5                           | AISC 360 N2  |            |          | X<br>REFER TO INSPECTION OF FABRICATOR REQUIREMENTS   |
| MATERIAL VERIFICATION OF HIGH-STRENGTH BOLTS, NUTS, AND WASHERS  | TABLE 1705.2                       | AISC 360 A3.3<br>AISC 360 N3.2<br>ASTM STANDARDS SPECIFIED IN CONSTRUCTION DOCUMENTS<br>RCSC 2.1                     |            |          | X<br>MANUFACTURER'S CERTIFIED TEST REPORTS  |
| SNUG-TIGHT HIGH STRENGTH BOLT INSTALLATION   | 1705.2.1.1                         | RCSC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS SECTION 9<br><br>AISC 360, SECTION M2.5       |            |          | X<br>ALL CONNECTIONS INSPECTED AND VERIFIED SNUG  |
| PRETENSIONED AND SLIP-CRITICAL JOINT HIGH-STRENGTH BOLT INSTALLATION USING TURN-OFF-THE-NUT METHOD WITH MATCH MARKING, TWIST OFF-BOLT OR DIRECT TENSION INDICATOR METHOD |                                    |  |            | X        | ALL CONNECTIONS INSPECTED, CONNECTIONS USING DIRECT TENSION INDICATORS AND ALL BOLTS SHALL BE INSPECTED AFTER SNUGGING AND AFTER PRETENSIONING.   |
| PRETENSIONED AND SLIP-CRITICAL JOINT HIGH-STRENGTH BOLT INSTALLATION USING TURN-OFF-THE-NUT METHOD WITHOUT MATCH MARKING OR CALIBRATED WRENCH METHOD                     |                                    |  |            | X        | ALL CONNECTIONS INSPECTED   |
| MATERIAL VERIFICATION OF STRUCTURAL STEEL  | 1705.2.1<br>2203.1<br>TABLE 1705.2 | ASTM A6<br>ASTM STANDARDS SPECIFIED IN CONSTRUCTION DOCUMENTS<br><br>AISC 360 N3.2<br>AISC 360 A3.1<br>AISC 360 M5.5 |            |          | X<br>CERTIFIED MILL TEST REPORTS  |
| FOR OTHER STEEL, IDENTIFICATION MARKINGS TO CONFORM TO ASTM STANDARDS SPECIFIED IN THE APPROVED CONSTRUCTION DOCUMENTS   | TABLE 1705.2                       | APPLICABLE ASTM MATERIAL STANDARDS   |            |          | X<br>MANUFACTURER'S CERTIFIED TEST REPORTS  |
| MATERIAL VERIFICATION OF COLD-FORMED STEEL DECK  | TABLE 1705.2                       | APPLICABLE ASTM MATERIAL STANDARDS   |            |          | X<br>MANUFACTURER'S CERTIFIED TEST REPORTS  |
| MATERIAL VERIFICATION OF WELD FILLER METALS  | TABLE 1705.2                       | AISC 360 N3.2<br>AISC 360 A3.5<br>APPLICABLE AWS A5 DOCUMENTS  |            |          | X<br>MANUFACTURER'S CERTIFIED TEST REPORTS  |
| COMPLETE AND PARTIAL JOINT PENETRATION GROOVE WELDS, FLARE BEVEL WELDS, AND FLARE V WELDS  | TABLE 1705.2                       | AWS D1.1<br>SECTION 6  | X          |          | ALL WELDS VISUALLY INSPECTED PER AWS D1.1 6.9   |
| MULTIPASS FILLET WELDS   | TABLE 1705.2                       | AWS D1.1<br>SECTION 6  | X          |          | ALL WELDS VISUALLY INSPECTED PER AWS D1.1 6.9   |
| SINGLE PASS FILLET WELDS GREATER THAN 5/16"  | TABLE 1705.2                       | AWS D1.1<br>SECTION 6  | X          |          | ALL WELDS VISUALLY INSPECTED PER AWS D1.1 6.9   |
| PLUG AND SLOT WELDS  | TABLE 1705.2                       | AWS D1.1<br>SECTION 6  | X          |          | ALL WELDS VISUALLY INSPECTED PER AWS D1.1 6.9   |
| SINGLE PASS FILLET WELDS NOT EXCEEDING 5/16"   | TABLE 1705.2                       | AWS D1.1<br>SECTION 6  | X          |          | ALL WELDS VISUALLY INSPECTED PER AWS D1.1 6.9   |
| MATERIAL VERIFICATION OF REINFORCING STEEL FOR WELDING   | TABLE 1705.2<br>1705.2.2.1.2       | ACI 318: 3.5.2<br>AWS D1.4   |            |          | X<br>CERTIFIED MILL TEST REPORTS  |
| WELDING REINFORCING STEEL IN SHEAR WALL BOUNDARY ELEMENTS  | TABLE 1705.2<br>1705.2.2.1.2       | ACI 318: 3.5.2<br>AWS D1.4   | X          |          | ALL WELDS VISUALLY INSPECTED PER AWS D1.4.7.5   |
| WELDING SHEAR REINFORCEMENT  | TABLE 1705.2<br>1705.2.2.1.2       | ACI 318: 3.5.2<br>AWS D1.4   | X          |          | ALL WELDS VISUALLY INSPECTED PER AWS D1.4.7.5   |
| WELDING REINFORCING EXCEPT AS NOTED OTHERWISE  | TABLE 1705.2<br>1705.2.2.1.2       | ACI 318: 3.5.2<br>AWS D1.4   |            |          | X   |
| MATERIAL VERIFICATION OF ANCHOR BOLTS AND THREADED RODS  |                                    | AISC 360 N3.3<br>AISC 360 A3.4<br>ASTM STANDARDS SPECIFIED IN CONSTRUCTION DOCUMENTS                                 |            |          | X<br>MANUFACTURER'S CERTIFIED TEST REPORTS  |
| VERIFYING USE OF PROPER WPS'S  |                                    | AISC 360 N3.2  |            |          | COPY OF WELDING PROCEDURE SPECIFICATIONS  |
| VERIFYING WELDER AND WELDING INSPECTOR QUALIFICATIONS  | 1705.2.2.1                         |  |            |          | X<br>COPY OF QUALIFICATION CARDS  |
| WELDING STUDS  | 1705.2                             | AISC 360 N6 AWS D1.1<br>SECTION 7  |            | X        | PERIODIC (IN LIEU OF CONTINUOUS) INSPECTION MAY BE PERFORMED FOR WELDS INSTALLED WITH AN AUTOMATICALLY TIMED STUD WELDING MACHINE PER SECTION 7 OF AWS D1.1, 1705.2 (3)<br><br>ALL WELDS VISUALLY INSPECTED PER AWS D1.1 SECTIONS 7 AND 7.8.1.<br><br>FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE BUILDING OFFICIAL STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS |
| WELDING STAIR AND RAILING SYSTEMS  | 1705.2                             | AWS D1.1 SECTION 6   |            |          | X<br>ALL WELDS VISUALLY INSPECTED PER AWS D1.1.6.9  |
| <b>COLD-FORMED STEEL FRAMING</b>   |                                    |  |            |          |   |
| MATERIAL VERIFICATION OF WELD FILLER METALS  |                                    | AWS D1.3 SECTION 7   |            |          | X<br>MANUFACTURER'S CERTIFIED TEST REPORTS  |
| VERIFYING USE OF PROPER WPS'S  |                                    | AWS D1.3 SECTION 7   |            |          | X<br>COPY OF WELDING PROCEDURE SPECIFICATIONS   |
| VERIFYING WELDER QUALIFICATIONS  | 1705.2.2.1                         |  |            |          | X<br>COPY OF QUALIFICATION CARDS  |
| WELDED FRAMING CONNECTIONS   | 1705.2.2.1                         | AWS D1.3 SECTION 7   |            |          | X<br>ALL WELDS VISUALLY INSPECTED PER AWS D1.3 7.1  |

STATEMENT OF SPECIAL INSPECTION SHEET NOTES:  
REFERENCE SHEET S0.04 FOR STATEMENT OF SPECIAL INSPECTION OVERALL NOTES, STRUCTURAL OBSERVATION NOTES, AND STATEMENT OF SPECIAL INSPECTION FOOTNOTES.



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HILLSIDE MANOR RENOVATION

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THE HOUSING AUTHORITY OF CLACKAMAS COUNTY

13930 GAIN STREET  
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ABHT

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STATEMENT OF SPECIAL INSPECTION

Sheet No:

S0.03

STATEMENT OF SPECIAL INSPECTIONS (CONTINUED)



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STATEMENT OF SPECIAL INSPECTION (CONTINUED)

Sheet No:

S0.04

| TABLE 3<br>REQUIRED ARCHITECTURAL SPECIAL INSPECTIONS |                       |  |                                  |   |
|---|-----------------------|--|----------------------------------|---|
| SYSTEM or MATERIAL                                    | INSPECTION            |  |                                  | REMARKS   |
|   | OSSC CODE REFERENCE   | CODE or STANDARD REFERENCE   | FREQUENCY<br>CONTINUOUS PERIODIC |   |
| <b>SPRAYED FIRE-RESISTANT MATERIALS</b>               |                       |  |                                  |   |
| CONDITIONS OF SUBSTRATE                               | 1705.13               | APPROVED CONSTRUCTION DOCUMENTS  | X                                | SPECIAL INSPECTIONS APPLY TO CLEANLINESS AND TEMPERATURE OF SUBSTRATE AND THE ACCEPTABILITY OF PRIMED, PAINTED, OR ENCAPSULATED STEEL   |
| APPLICATION   |                       | WRITTEN INSTRUCTION OF APPROVED MANUFACTURER                               | X                                | SPECIAL INSPECTIONS APPLY TO USE OF APPROVED MATERIAL VERIFICATION, MATERIAL EXPIRATION, HANDLING, STORAGE, MIXING, CONVEYANCE, METHOD OF APPLICATION, CURING, VENTILATION, THICKNESS, DENSITY, BOND STRENGTH AND CONDITION OF APPLICATION, AND PATCHING  |
| <b>SMOKE CONTROL SYSTEMS</b>                          |                       |  |                                  |   |
| INSTALLATION  | 1705.17               | APPROVED CONSTRUCTION DOCUMENTS  | X                                | LEAKAGE TESTING AND DEVICE LOCATION PRIOR TO CONCEALMENT PRESSURE DIFFERENCE TESTING, FLOW MEASUREMENTS AND DETECTION AND CONTROL VERIFICATION PRIOR TO OCCUPANCY.<br>SPECIAL INSPECTION AGENCIES FOR SMOKE CONTROL SHALL HAVE EXPERTISE IN FIRE PROTECTION ENGINEERING, MECHANICAL ENGINEERING, AND CLARIFICATION AS AIR BALANCERS |
| <b>FIRE-RESISTANT PENETRATIONS AND JOINTS</b>         |                       |  |                                  |   |
| FIRE-RESISTANT PENETRATIONS AND JOINTS                | 1705.16<br>714<br>715 | ASTM E2393<br>ASTM E2174<br>MANUFACTURERS TESTING AND LISTING INSTRUCTIONS | X                                | IN HIGH-RISE BUILDINGS OR IN BUILDINGS ASSIGNED TO RISK CATEGORY III OR IV, SPECIAL INSPECTIONS FOR THROUGH-PENETRATION FIRE-STOPS, FIRE-RESISTANT JOINT SYSTEMS AND PERIMETER FIRE BARRIER SYSTEMS THAT ARE TESTED AND LISTED  |

| TABLE 4<br>REQUIRED INSPECTIONS for SPECIAL CASES |                     |                            |                                  |         |
|---|---------------------|----------------------------|----------------------------------|---------|
| SYSTEM or MATERIAL                                | INSPECTION          |                            |                                  | REMARKS |
|   | OSSC CODE REFERENCE | CODE or STANDARD REFERENCE | FREQUENCY<br>CONTINUOUS PERIODIC |         |
| NONE  |                     |                            |                                  |         |

| TABLE 5<br>REQUIRED TESTING for SPECIAL INSPECTIONS |                     |                            |                                  |         |
|---|---------------------|----------------------------|----------------------------------|---------|
| SYSTEM or MATERIAL                                  | TESTING             |                            |                                  | REMARKS |
|   | OSSC CODE REFERENCE | CODE or STANDARD REFERENCE | FREQUENCY<br>CONTINUOUS PERIODIC |         |

| GEOTECHNICAL   |        |  |  |                                 |
|--|--------|--|--|---------------------------------|
| GEOTECHNICAL ENGINEER TO PERFORM TESTING OF COMPACTED FILL MATERIALS | 1803   |  |  | TESTING PER GEOTECHNICAL REPORT |
| FILL IN-PLACE DENSITY OR PREPARED SUBGRADE DENSITY                   | 1705.6 | VARIES;<br>CLASSIFICATION AND TESTING OF CONTROLLED FILL MATERIALS | X  | BY THE GEOTECHNICAL ENGINEER    |
| MATERIAL VERIFICATION  |        |  | X  | BY THE GEOTECHNICAL ENGINEER    |
| MICROPILES   |        |  | PROVIDE (2) SACRIFICIAL VERIFICATION TESTS AND (3) PROOF TESTS | PER GEOTECHNICAL REPORT         |

| CONCRETE   |              |  |   |   |
|--|--------------|--|---|---|
| AT THE TIME FRESH CONCRETE IS SAMPLED TO FABRICATE SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE. | TABLE 1705.3 | ASTM C 172<br>ASTM C 31<br>ACI 318: 5.6, 5.8 | X | FABRICATE SPECIMENS AT TIME FRESH CONCRETE IS PLACED  |
| CONCRETE STRENGTH  | TABLE 1705.3 | ASTM C39                                     | X | NOT LESS THAN ONCE EACH DAY FOR A GIVEN CLASS OF CONCRETE; NOR LESS THAN ONCE FOR EACH 150 YDS OF CONCRETE; NOR LESS THAN ONCE FOR EACH 5,000 FT2 OF SURFACE AREA FOR SLABS/WALLS.  |
| CONCRETE SLUMP   |              | ASTM C143                                    | X |   |
| CONCRETE AIR CONTENT   | TABLE 1705.3 | ASTM C231                                    | X |   |
| CONCRETE TEMPERATURE   |              | ASTM C1064                                   | X |   |
| SHOTCRETE STRENGTH   | 1910.10      | ASTM C42                                     | X | OSSC 1910.10: SPECIMENS SHALL BE TAKEN FROM THE IN-PLACE WORK OR FROM TEST PANELS; AND SHALL BE TAKEN AT LEAST ONCE EACH SHIFT, BUT NOT LESS THAN ONE FOR EACH 50 CUBIC YARDS OF SHOTCRETE.<br><br>PRECONSTRUCTION TESTS AS REQUIRED PER THE BUILDING OFFICIAL. |

| STEEL   |        |  |  |   |
|---|--------|--|--|---|
| ULTRASONIC (UT) TESTING OF WELDS                                  | 1705.2 | UT - AWS D1.1 6.13 & 6.14.3  |  | ALL CJP GROOVE WELDS AND ALL FJP WELDS WITH EFFECTIVE THROAT THICKNESS GREATER THAN OR EQUAL TO 3/4"                    |
| PRE-CONSTRUCTION TESTING OF WELDING STUDS                         | 1705.2 | AWS D1.1 7.7.1   |  | EACH SIZE AND TYPE OF STUD EACH SHIFT<br><br>THIS TESTING PERFORMED BY CONTRACTOR AND CONFIRMED BY SPECIAL INSPECTOR    |
| STUD APPLICATION QUALIFICATION                                    | 1705.2 | AWS D1.1 7.6   |  | NON-PREQUALIFIED APPLICATIONS<br><br>THIS TESTING PERFORMED BY CONTRACTOR AND CONFIRMED BY SPECIAL INSPECTOR            |
| PRE-INSTALLATION TESTING OF WELDING STUDS THROUGH METAL DECKING   | 1705.2 | AWS D1.1 7.6   |  | EACH STUD SIZE AND DECK GAGE COMBINATION<br><br>THIS TESTING PERFORMED BY CONTRACTOR AND CONFIRMED BY SPECIAL INSPECTOR |
| PRE-INSTALLATION VERIFICATION OF PRETENSIONED HIGH STRENGTH BOLTS | 1705.2 | RCSC SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS SECTION 7 |  | EACH COMBINATION OF DIAMETER, LENGTH, GRADE, AND LOT TO BE USED IN THE WORK   |

| MASTIC & INTUMESCENT FIRE-RESISTIVE COATINGS |         |                            |  |  |
|--|---------|----------------------------|--|--|
| THICKNESS                                    | 1705.14 | AWCI TECHNICAL MANUAL 12-B |  | EACH 10,000 SF OF COATED AREA EACH FLOOR LEVEL |

| SMOKE CONTROL SYSTEMS                                  |           |  |  |                            |
|--|-----------|--|--|----------------------------|
| LEAKAGE AND PRESSURE DIFFERENTIAL AND FLOW MEASUREMENT | 1705.17.1 |  |  | DETERMINED BY JURISDICTION |
| DETECTION AND CONTROL VERIFICATION                     |           |  |  | DETERMINED BY JURISDICTION |

| SPRAYED FIRE-RESISTANT MATERIALS                 |   |           |           |   |
|--|---|-----------|-----------|---|
| THICKNESS @ FLOOR, ROOF, AND WALL ASSEMBLIES     | 1705.13.4<br>1705.13.4.1<br>1705.13.4.2 | ASTM E605 |           | NOT LESS THAN (4) MEASUREMENTS FOR EACH 1000 SF OF SPRAYED AREA EACH FLOOR LEVEL  |
| THICKNESS @ STRUCTURAL MEMBERS                   | 1705.13.4<br>1705.13.4.1<br>1705.13.4.5 |           |           | THICKNESS DETERMINED FOR NOT LESS THAN 25% THE STRUCTURAL MEMBERS EACH FLOOR LEVEL  |
| DENSITY @ FLOOR, ROOF, AND WALL ASSEMBLIES       | 1705.13.5                               |           |           | DETERMINED FROM EACH FLOOR, ROOF, AND WALL ASSEMBLY AT A RATE OF NOT LESS THAN ONE SAMPLE FOR EVERY 2500 SF IN EACH STORY |
| DENSITY @ BEAMS, GIRDERS, TRUSSES, AND COLUMNS   | 1705.13.5                               |           |           | DETERMINED FROM EACH TYPE OF STRUCTURAL MEMBER AT A RATE OF NOT LESS THAN ONE SAMPLE FOR EVERY 2500 SF IN EACH STORY      |
| BOND STRENGTH @ FLOOR, ROOF, AND WALL ASSEMBLIES | 1705.13.6.1                             |           | ASTM E736 |   |
| BOND STRENGTH @ STRUCTURAL MEMBERS               | 1705.13.6.2                             | ASTM E736 |           | EACH TYPE OF STRUCTURAL MEMBER FOR EACH 2500 SF OF FLOOR AREA FOR EACH FLOOR LEVEL  |

| MASTIC AND INTUMESCENT FIRE-RESISTIVE COATINGS |         |  |  |   |
|--|---------|--|--|---|
| THICKNESS                                      | 1705.14 | AWCI TECHNICAL MANUAL 12-B<br>ASTM D1186 |  | ONE BAY PER FLOOR OR FOR EACH 10,000 SF OF FLOOR, WHICHEVER PROVIDES THE GREATEST NUMBER OF TESTS; TEST ONE COLUMN, ONE PRIMARY BEAM, ONE SECONDARY BEAM, AND ONE TRUSS |

| TABLE 6<br>REQUIRED SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE            |                           |   |                                  |         |
|---|---------------------------|---|----------------------------------|---------|
| SYSTEM or MATERIAL  | INSPECTION                |   |                                  | REMARKS |
|   | OSSC CODE REFERENCE       | CODE or STANDARD REFERENCE                  | FREQUENCY<br>CONTINUOUS PERIODIC |         |
| <b>CONCRETE</b>   |                           |   |                                  |         |
| REINFORCING STEEL PLACEMENT BOUNDARY ELEMENTS OF SPECIAL STRUCTURAL WALLS | 1705.12.1<br>TABLE 1705.3 | ACI 318 1.3.5<br>AWS D.1.4<br>ACI 318 3.5.2 | X                                |         |

| TABLE 7<br>REQUIRED TESTING FOR SEISMIC RESISTANCE SPECIAL INSPECTIONS  |                     |                            |                                  |  |
|---|---------------------|----------------------------|----------------------------------|--|
| SYSTEM or MATERIAL  | TESTING             |                            |                                  | REMARKS  |
|   | OSSC CODE REFERENCE | CODE or STANDARD REFERENCE | FREQUENCY<br>CONTINUOUS PERIODIC |  |
| <b>CONCRETE REINFORCEMENT</b>   |                     |                            |                                  |  |
| VERIFY REINFORCEMENT IN SPECIAL MOMENT FRAMES, SPECIAL STRUCTURAL WALLS, AND END COUPLING BEAMS CONNECTING STRUCTURAL WALLS COMPLY WITH ASTM A706 | 1705.12.1           | ACI 318: 21.1.5.2          |                                  | IF ASTM A615 IS UTILIZED, CERTIFIED MILL TEST REPORTS INDICATING ACTUAL YIELD STRENGTH NOT EXCEEDING SPECIFIED F <sub>y</sub> BY MORE THAN 18,000 PSI AND WITH RATIO OF ACTUAL TENSILE STRENGTH TO ACTUAL YIELD STRENGTH NOT LESS THAN 1.25 MAY BE SUBMITTED |
| TEST A615 REINFORCEMENT FOR WELDABILITY WHEN SUCH REINFORCEMENT IS TO BE WELDED   | 1705.12.1           | ACI 318: 3.5.2             | X                                |  |

STATEMENT OF SPECIAL INSPECTION OVERALL NOTES:

SPECIAL INSPECTIONS SHALL CONFORM TO CHAPTER 17 OF THE 2012 "INTERNATIONAL BUILDING CODE" AND AS AMENDED BY THE STATE OF OREGON (2014 OSSC) AND EVALUATION SERVICE (ICC-ES) REPORTS AND LEGACY REPORT. REFER TO THE TABLES 1 THROUGH 7 FOR SPECIAL INSPECTION AND TESTING REQUIREMENTS. REFERENCE PROJECT SPECIFICATION SECTION FOR ADDITIONAL INFORMATION ON SPECIAL INSPECTION, OBSERVATION, AND TESTING REQUIREMENTS.

INSPECTIONS SHALL BE PERFORMED BY THE OWNER'S REPRESENTATIVE. STRUCTURAL STEEL SPECIAL INSPECTION SHALL BE PERFORMED BY TWO SPECIAL INSPECTORS. A REPRESENTATIVE OF THE OWNER SHALL PERFORM THE SPECIAL INSPECTIONS SPECIFIED IN THE STATEMENT OF SPECIAL INSPECTIONS (OA - QUALITY ASSURANCE). A REPRESENTATIVE OF THE CONTRACTOR SHALL PROVIDE VERIFICATION OF THE STRUCTURAL STEEL SPECIAL INSPECTION TO BE PERFORMED BY THE OWNER'S REPRESENTATIVE (OC - QUALITY CONTROL). QA AND QC DUAL SPECIAL INSPECTION SHALL ADHERE TO AISC 341 CHAPTER J.

SPECIAL INSPECTIONS AND ASSOCIATED TESTING SHALL BE PERFORMED BY AN APPROVED ACCREDITED INDEPENDENT AGENCY MEETING THE REQUIREMENTS OF ASTM E329 (MATERIALS), ASTM D3740 (SOILS), ASTM C1077 (CONCRETE), ASTM A880 (STEEL), AND ASTM E543 (NON-DESTRUCTIVE). THE INSPECTION AND TESTING AGENCY SHALL FURNISH TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE A COPY OF THEIR SCOPE OF ACCREDITATION. SPECIAL INSPECTORS SHALL BE CERTIFIED BY THE BUILDING OFFICIAL. WELDING INSPECTORS SHALL BE QUALIFIED PER SECTION 6.1.4.1.1 OF AWS D1.1. THE OWNER SHALL SECURE AND PAY FOR SERVICES OF THE INSPECTION AND TESTING AGENCY TO PERFORM ALL SPECIAL INSPECTIONS AND TESTS.

THE SPECIAL INSPECTOR SHALL OBSERVE THE INDICATED WORK FOR COMPLIANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION, NOTED IN THE INSPECTION REPORTS, AND IF NOT CORRECTED, THEY SHALL BE BROUGHT TO THE ATTENTION OF THE STRUCTURAL ENGINEER AND THE BUILDING OFFICIAL.

THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS FOR EACH INSPECTION TO THE BUILDING OFFICIAL, ARCHITECT, REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE, CONTRACTOR, AND OWNER. THE SPECIAL INSPECTION AGENCY SHALL SUBMIT A FINAL REPORT INDICATING THE WORK REQUIRING SPECIAL INSPECTION WAS INSPECTED AND IS IN CONFORMANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS AND THAT ALL DISCREPANCIES NOTED IN THE INSPECTION REPORTS HAVE BEEN CORRECTED.

THE STATEMENT OF SPECIAL INSPECTIONS (AS SHOWN ON SHEETS S0.04, S0.05, AND S0.06) SHALL BE FOR ITEMS SHOWN WITHIN THESE DRAWINGS AND FOR STRUCTURAL ITEMS SHOWN ON DEFERRED SUBMITTALS OR OTHER ENGINEERED DRAWINGS. IF A CONFLICT EXISTING BETWEEN THE STATEMENT OF SPECIAL INSPECTIONS AND SPECIAL INSPECTIONS NOTED WITHIN DEFERRED SUBMITTALS OR OTHER ENGINEERED DRAWINGS, PLEASE CONTACT THE DESIGN TEAM FOR CLARIFICATION.

STRUCTURAL OBSERVATION NOTES:

ABHT STRUCTURAL ENGINEERS WILL PERFORM STRUCTURAL OBSERVATION BASED ON THE REQUIREMENTS OF THE 2014 OSSC AT SPECIFIED STAGES OF CONSTRUCTION. AT A MINIMUM, ABHT WILL PERFORM STRUCTURAL OBSERVATION PRIOR TO CONCRETE POURS AS DEEMED NECESSARY AND DURING SOME OF THE STEEL INSTALLATION. CONTRACTOR SHALL PROVIDE SUFFICIENT NOTICE AND ACCESS FOR THE REGISTER DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE TO PERFORM SUCH OBSERVATION. COPIES OF SITE OBSERVATION REPORTS AND FINAL OBSERVATION REPORT WILL BE SUBMITTED TO THE BUILDING OFFICIAL, ARCHITECT, CONTRACTOR AND OWNER.

STATEMENT OF SPECIAL INSPECTION FOOTNOTES:

- a) IF THE POST INSTALLED CONCRETE ANCHOR'S ICC-ES OR IAPMO REPORT ALLOWS FOR PERIODIC SPECIAL INSPECTION, THE CONTRACTOR MAY SUBMIT AN RFI REQUESTING PERIODIC INSPECTION. PLEASE NOTE THAT THE PERIODIC SPECIAL INSPECTION ALLOWANCE WILL BE BASED ON THE OVERALL USE OF A SPECIFIC ANCHOR TYPE AND TYPE OF USAGE.