

**NOTICE OF REGULAR MEETING OF THE
HOUSING AUTHORITY OF THE CITY OF RENO
BOARD OF COMMISSIONERS**

The Housing Authority of the City of Reno (Agency) will conduct a public meeting:

MEETING DATE: Tuesday, August 27, 2024
TIME: 12:00 p.m. (Approximately)
PLACE: Reno Housing Authority Boardroom
1525 East Ninth Street, Reno, Nevada

Persons wishing to provide public comment may participate during the scheduled meeting by commenting in person during the course of the meeting, or address their comments, data, views, arguments in written form to Hilary Lopez, Ph.D., Executive Director, Housing Authority of the City of Reno, 1525 East 9th Street, Reno, NV 89512-3012, Fax: 775.786.1712; e-mail address: HLopez@renoha.org. Written submission should be received by the Board on or before, August 23, 2024, by 5:00 p.m., in order to make copies available to members of the Board and the public.

Below is an agenda of all items scheduled to be considered. At the discretion of the chairperson or the Board, items on the agenda may be taken out of order; the Board may combine two or more agenda items for consideration, and the Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The public is advised that one or more members of the Board may participate in the meeting via electronic means.

AGENDA

- Call to order and roll call.
- Introduction of guests.
- First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public are limited to three minutes per person.
- Approval of agenda. (For Possible Action)
 1. Approval of the minutes of the Regular Board Meeting held July 23, 2024. (For Possible Action)
 2. Presentation by Jeremy Stocking, Director of Resident Services, to Rosaura Lemus Vivar and Dejanae Solley, Workforce Development graduates. (Discussion)
 3. Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board member.) (For Possible Action)
 - a) None
 4. Commissioner Reports. (Discussion)

5. Executive Director/Secretary's Report. (Discussion)
 - A. Update on Agency activities
 - B. Update on Rental Assistance Voucher Programs / Asset Management
 - C. Update on Workforce Development, Elderly Services, and Youth activities
 - D. Update on Public Affairs activities
 - E. Update on Development activities
 - F. Update on Information Technology activities
 - G. Update on MTW activities
 - H. Update on Legal Inquiries
 - I. Financials
6. Discussion and possible approval to enter into a contract for up to \$3,879,457 with Plenum Builders for General Contract Services for the John McGraw Court Rehabilitation Project. (For Possible Action)
7. Discussion and possible approval to enter into a contract for up to \$2,105,848 with Plenum Builders for General Contract Services for the Silver Sage Court Rehabilitation Project. (For Possible Action)
8. Discussion and possible approval to enter into a contract for up to \$490,796 with Housing To Home for relocation assistance and services and relocation expenses associated with the John McGraw rehabilitation project. (For Possible Action)
9. Discussion and possible approval to enter into a contract for up to \$190,920 with Housing To Home for relocation assistance and services and relocation expenses associated with the Silver Sage Apartments rehabilitation project. (For Possible Action)
10. Discussion and possible direction to staff regarding potential budgets and scopes of work for the Paradise Plaza Rehab Project. (For Discussion Only)
11. Discussion to determine desire for a 2024 Board retreat and potential selection of date. (Discussion Only)
12. Additional Items:
 - a) Possible change in day/time of Board meetings (Discussion)
 - b) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
 - c) Reports on conferences and trainings. (Discussion)
 - d) Old and New Business. (Discussion)
 - e) Request for Future Agenda Topics (Discussion)
 - f) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, September 24, 2024; and Tuesday, October 22, 2024. (For Possible Action)

13. Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public are limited to three minutes per person.

14. Adjournment.

This meeting is accessible to the hearing impaired through the RHA TTY/TDD/voice phone line (385) 770-7166. Anyone with a disability, as defined by the Americans with Disabilities Act, requiring special assistance to participate in the meeting, may contact the Board of Commissioners at the following address, at least five days in advance of the meeting in order to make arrangements, if possible, for reasonable accommodations that would enable participation in the meeting by contacting JD Klippenstein, or by calling (775) 329-3630.

This agenda has been posted at the Housing Authority of the City of Reno Administrative Office, 1525 East Ninth Street; and further in compliance with NRS 241.020, this agenda has been posted on the official website for the Housing Authority of the City of Reno www.renoha.org and the State of Nevada Public Notification website <http://notice.nv.gov/>.

According to the provisions of NRS 241.020(5), a copy of supporting (not privileged and confidential) material provided to Board members may be obtained upon request made to: Hilary Lopez, Ph.D., Executive Director, Housing Authority of the City of Reno, 1525 East Ninth Street, Reno, Nevada, 89512, or by calling (775) 329-3630. Copies of supporting (not privileged and confidential) material provided to Board members by staff may be obtained at the aforementioned address.

Dated August 22, 2024

Colleen Montgomery-Beltran

*By: Colleen Montgomery-Beltran
Interim Executive Administrative Assistant*

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 1

August 27, 2024

SUBJECT: Approval of the minutes of the regular Board Meeting held on July 23, 2024.

FROM: Executive Director

RECOMMENDATION: For Possible Action

The minutes of the regular Board Meeting held on July 23, 2024, are attached.

**MINUTES OF THE REGULAR MEETING
HOUSING AUTHORITY OF THE CITY OF RENO
BOARD OF COMMISSIONERS
July 23, 2024**

The meeting of the Board of Commissioners of the Housing Authority of the City of Reno (Agency) was called to order by Chairman Aiazzi at 12:04pm on Tuesday, July 23, 2024, in the Agency's Boardroom.

Commissioners Present

Kathleen Taylor, Commissioner (on Zoom)
Mark Sullivan, Vice Chairman
Mayor Hillary Schieve (on Zoom)

Staff Present

Dr. Hilary Lopez, Ph.D., Executive Director
Heidi McKendree, Deputy Executive Director
Darren Squillante, Director of HR
JD Klippenstein, Director of Development
Kristin Scott, Director of Asset Management
Jamie Newfelt, Director of Rental Assistance
Jeremy Stocking, Director of Resident Services

Commissioners Absent

Dave Aiazzi, Chairman
Dejanae Solley, Commissioner

Staff Present (continued)

Jeff Tenenbaum, Director of Finance
Josh Stice, Director of IT
Gaby Hover, Admissions Administrator
Brenda Freestone, WAHC
Colleen Montgomery-Beltran, Executive Administrative Assistant
Ryan Russell, Legal Counsel

Others Present

Calena Long, UNR Early Head Start
Jamie Gehrman-Selby, Director, UNR Early Head Start

There being a quorum present, the order of business was as follows:

- **Call to order and roll call.**
- **Introduction of guests.**

Calena Long, UNR Early Head Start

Jamie Gehrman-Selby, Director, UNR Early Head Start

First Period of Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public is limited to three minutes per person, under these items.

There were no public comments.

- **Approval of agenda. (For Possible Action)**

Vice Chairman Sullivan noted that Item 13 will be moved to a future agenda. Commissioner Taylor motioned to approve the agenda with the change. Mayor Schieve seconded the motion. Hearing no further discussion, Vice Chairman Sullivan called for the question. The vote was 3 ayes, no nays.

- 1. Approval of the minutes of the regular Board Meeting held June 25, 2024. (For Possible Action)**

Commissioner Taylor motioned to approve the meeting minutes. Mayor Schieve seconded the motion. Vice Chairman Sullivan called for the question. All were in favor with 3 ayes, no nays. Vice Chairman Sullivan declared the motion carried.

- 2. Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board member.) (For Possible Action)**

- a) Consider adoption of Resolution 24-07-01 RH authorizing the write-off of tenant accounts receivable for the Section 8 Rental Assistance Programs.**
- b) Consider adoption of Resolution 24-07-02 RH authorizing the write-off of landlord accounts receivable for the Section 8 Rental Assistance Programs.**
- c) Consider adoption of Resolution 24-07-03 RH authorizing the write-off of vacated tenant account receivables for the Low-Rent Public Housing Program.**
- d) Consider adoption of Resolution 24-07-04 RH authorizing the write-off of vacated tenant account receivables for the unaided properties. (For Possible Action)**

With Commissioner Taylor's request for further information on Item C of the Consent Agenda, Legal Counsel Ryan Russell suggested the item be pulled before a move on the motion is made.

Commissioner Taylor motioned to approve the Consent Agenda with Item C removed. Vice Chairman Sullivan seconded the motion. Vice Chairman Sullivan called for the vote. 3 in favor, no nays. The motion carried.

Item C: Kristin Scott, RHA's Director of Asset Management, explained the circumstances relating to the damage that was caused to a unit by a tenant and the repairs that were required that cost \$16,990.52.

After careful consideration, Commissioner Taylor motioned to approve Item C of the Consent Agenda. Vice Chairman Sullivan seconded the motion and called for the vote. 3 in favor. No nays. Vice Chairman Sullivan declared the motion carried.

3. Commissioner Reports. (Discussion)

None

4. Executive Director/Secretary's Report. (Discussion)

RHA Executive Director, Dr. Hilary Lopez, referencing the full report in the packet, highlighted a few items:

- The Dick Scott Manor Ribbon Cutting ceremony date was moved to August 15 at 10am. Invites to the commissioners were to go out in a day or two. RHA received much support from funders and some community foundations, as well as from KOLO 8, for this project. RHA is working with the VA to go through the eligibility and lease-up process and anticipate tenants to move in within a few weeks.
 - Vice Chairman Sullivan mentioned that he has a calendar conflict on the 15th and will not be present for the Ribbon Cutting ceremony.
- HUDs Principal Deputy Assistant Secretary is scheduled to visit Reno on August 29th. There may be an opportunity for a lunch or meeting with the Board.
- RHA's Executive Director, Dr. Hilary Lopez, acknowledged and thanked the Board for the funding for RHA's events committee. The committee took the lead in working with the executive team on a Staff Appreciation Event at the Aces Stadium.
- RHA's Director of Development, JD Klippenstein, will be moderating the Nevada Housing Coalition's Lunch and Learn and its housing policy update and discussion that will take place on July 24th at noon.
- Executive Director Lopez was asked to sit on a panel that will take place at the Housing Coalition's Policy Forum on Thursday in Sparks. She and Director

Klippenstein will be assisting the Housing Coalition with different policy items. The Housing Coalition will be hosting their next meeting in Sparks, and that will be October 16th and 17th.

- **Rental Assistance:**

In terms of RHA's voucher programs, they are holding in a similar percentage as last month for numbers leased. HUD is releasing more VASH vouchers. RHA submitted an expression of interest to HUD to potentially receive additional VASH vouchers.

RHA also reopened the City of Sparks Eviction Prevention Program and already has received over 10 applications.

RHA has formally transferred the Homeless Prevention Program from Washoe Affordable to RHA and we have over 5 applications.

- **Resident Services:**

We have been sending several youth to attend summer camp at Sierra Nevada Journey's each week and will be sending another group of youth next week pending fire conditions.

We are continuing to open our golden groceries pantry twice a month, and on average, we're serving about 50 senior residents each time. We may open it an additional time in August to coincide with Mr. Monocchio's visit from HUD if that can be coordinated.

Executive Director Lopez informed the Board that RHA has the one book that was distributed that recapped our major programs, that's being done on an alternating year basis. RHA publishes a resident newsletter that hits highlights and then an employee newsletter, once a quarter that also just hits highlights.

- **Development:**

In addition to the significant updates on development department activities, there's still news coverage on the Hawk View relocation. RHA and Housing To Home are working with tenants as much as possible to ensure that everyone is being relocated to safe, sanitary, affordable housing that meets their household needs, and will continue to do that until all households are relocated.

Despite some news reporting, Executive Director Lopez assured the Board that RHA and Housing To Home are actively working to do as much as possible to assist the residents with successfully relocating. Commissioner Taylor offered her assistance if the Board can do anything to help. RHA's Director of Development,

JD Klippenstein, expressed his confidence that the middle of August deadline to have the residents relocated will be met.

- **Information Technology:**

RHA is coordinating with the Downtown Library on a date to hold a Ribbon Cutting ceremony when the new kiosk is placed at that location and have it available to the public.

- **Finance:**

We have the same issue as last month where we have reserves or other funding that are showing as income and then flowing through the budget as expenses. While we show that we have over \$9 million in surplus, a lot of those funds as identified last month are already obligated to different projects.

Legal Counsel Ryan Russell suggested that when RHA selects a Public Information Officer (PIO), someone with policy experience would be ideal.

5. Discussion and possible approval of Resolution 24-07-05 RH approving the closing of financing on approximately \$70 million in federal, state, and private sources for the rehabilitation of Silverada Manor. (For Possible Action)

RHA's Director of Development, JD Klippenstein, explained that this item is a comprehensive authorizing resolution related to our Silverada Manor projects, for both the financing and construction of it. This is a requirement of HUD for the RAD process that we have been repositioning Silverada through.

After discussion, Vice Chairman Sullivan called for a motion. Commissioner Taylor motioned to approve the resolution as presented. Mayor Schieve seconded the motion. With 3 ayes and no nays, Vice Chairman Sullivan declared the motion carried.

6. Discussion and possible approval of a \$1,000,000.00 predevelopment loan from Hudson HT LP to Hawk View, LLC, for the Hawk View Apartments rehabilitation project. (For Possible Action)

A brief description was presented by RHA's Executive Director, Dr. Lopez, of the loan and terms. Dr. Lopez indicated the terms were comparatively similar to the predevelopment loan approved by the Board last year for Silverada Manor. After Vice Chairman Sullivan called for questions and there being none, Vice Chairman Sullivan called for a motion. Commissioner Taylor motioned to approve. Mayor Schieve seconded the motion. The motion passed unanimously with 3 ayes and no opposition.

7. Discussion and possible action to approve Plenium Builders' Guaranteed Maximum Price Proposal for the John McGraw Court Rehabilitation Project in the amount of \$3,879,457. (For Possible Action)

RHA's Director of Development, JD Klippenstein, suggested Items 7 and 8 be opened simultaneously as the items are related. Vice Chairman Sullivan agreed.

8. Discussion and possible action to approve Plenium Builders' Guaranteed Maximum Price Proposal for the Silver Sage Apartments Rehabilitation Project in the amount of \$2,105,848. (For Possible Action)

RHA's Executive Director, Dr. Lopez, explained for public reference, the reason that RHA is asking to consider the two items together is because the two properties are adjacent to each other. However, RHA has separate budgets for the projects because John McGraw is a public housing project and Silver Sage is not.

Upon approval of Plenium's GMP, RHA would then move to execute a construction contract with Plenium and that contract would be brought to the Board next month.

After careful consideration, Commissioner Taylor motioned to approve Plenium Builders' guaranteed maximum price proposal for John McCaw Court rehabilitation project in the amount of \$3,879,457 and Plenium Builders guaranteed maximum price proposal for Silver Sage Apartment's rehab project in the amount of \$2,105,848. Mayor Schieve seconded the motion. Vice Chairman Sullivan called for the vote. 3 in favor, no nays. Vice Chairman Sullivan declared the motion carried.

9. Discussion and possible approval of changes to the rent and starting date for the previously approved new lease terms between UNR Early Head Start and RHA for the Sage Street facility. (For Possible Action)

The UNR Early Head Start staff had anticipated that some interim financing would be available to cover program costs at Sage Street until the grant awards for the additional funding they requested from Head Start were made. However, the interim funding wasn't released, and the awards have not yet been made. In order to continue operations at the Sage Street facility, the staff asked if RHA would consider extending the lease further under the prior terms, which were the \$600 gross rent per month, and do that for a minimum of three months, August to October, which is within the period of time that they believe grant awards will be announced. If that funding is not awarded by November 7, UNR can provide a 30-day notice of their intent to vacate the Sage Street facility. If they haven't heard about funding by that point, then UNR could potentially come back for further extension, or if the funding was not awarded, they may issue their intent to vacate.

Chairman Aiazzi had previously asked if there is the potential to use the grant that the Board had awarded to help support operations at Sage Street to continue providing child care at that site. Staff is looking into this.

Commissioner Taylor motioned to approve the rental changes between the UNR Early Head Start and RHA for the Sage Street facility. Mayor Schieve seconded the motion.

Legal Counsel, Mr. Russell, suggested the motion be to delay implementing the previously approved revised lease and grant agreement, and extend the current agreement for three months.

Commissioner Taylor and Mayor Schieve agreed to the changes in the motion. Vice Chairman Sullivan called for the vote. 3 ayes, no nays. Vice chairman Sullivan declared the motioned carried.

10. Discussion and possible appointment of a new Director for RHA's non-profit affiliate Pathways to Prosperity's Board of Directors from the pool of applicants. (For Possible Action)

RHA's Executive Director, Dr Lopez, explained that RHA did receive two applications from applicants Kellie George and Diaz Dixon. Both of them meet the requested requirements and both have a strong background in nonprofit management and community programs. Dr. Lopez indicated for the record that both applications were received outside of the application period, but no other applications were received. The Board is being asked to select a director from the two applicants.

Mayor Schieve motioned to select Diaz Dixon. Commissioner Taylor seconded the motion. With no further discussion, vice Chairman Sullivan called for the vote. 3 ayes, no nays. Vice Chairman Sullivan declared the motion carried.

11. Discussion and possible appointment of a new Director to RHA's non-profit affiliate Truckee Meadows Affordable Housing's Board of Directors from the pool of applicants. (For Possible Action)

RHA has received one application from Eaton Dunkelberger expressing interest in that appointment. Mr. Dunkelburger's application was forwarded to the Board. His application meets the requested requirements.

In response to the Vice Chairman's question concerning Mr. Dunkelberger's potential conflict of interest, Legal Counsel Ryan Russell suggested putting out a mitigation plan for any conflicts, outline some of those potential conflicts and mitigate

any issues. If the conflict is to the level of requiring abstention, then Legal Counsel would advise.

Mayor Schieve motioned to approve Mr. Dunkelberger to serve on the Truckee Meadows Affordable Housing Board for the at-large position. Vice Chairman Sullivan seconded the motion. Hearing no further discussion, Vice Chairman Sullivan called for the vote. All were in favor with 3 ayes, no nays. Vice Chairman Sullivan declared the motion carried.

12. Discussion and possible approval of \$150,000 grant of Emergency Housing Voucher (EHV) Service Fee to Washoe County for Tenancy Support Services to assist EHV holders transition from homelessness to stable housing. (For Possible Action)

In addition to the regular administrative fee and HAP funding that was provided with a voucher allocation, HUD provided a service fee allocation with the Emergency Housing Vouchers (EHV). The intent of the service fee was to assist the EHV voucher holders in identifying units, getting leased in those units, and providing services to help maintain that stable housing. RHA currently has leased all of those units. RHA has been using the fees for deposit assistance, paying utility arrears, application fees, and at this point, the Housing Authority has \$215,730 remaining service fee. RHA would like to grant \$150,000 to Washoe County Human Services Agency to provide tenancy support services.

After careful consideration, Mayor Schieve motioned to approve. Commissioner Taylor seconded the motion. After some discussion, Vice Chairman Sullivan called for the vote. All three in favor, no objections. The motion carried.

13. Discussion of the proposed performance evaluation tool for Board use in evaluating the Executive Director. (Discussion Only)

It was agreed that this item will be moved to a later date.

Mayor Schieve announced that she must leave the meeting at 12:55pm.

14. Overview and presentation on the Reno Housing Authority's Admissions Department by Gabrielle Hover, Administrator. (Discussion Only)

Presentation given by RHA's Gabrielle Hover, Administrator of the Admissions Department.

15. Additional Items:

- a) **Possible change in day/time of Board meetings (Discussion)**
- b) **General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)**
- c) **Reports on conferences and trainings. (Discussion)**
- d) **Old and New Business. (Discussion)**
- e) **Request for Future Agenda Topics (Discussion)**
- f) **Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, August 27, 2024; and Tuesday, September 24, 2024. (For Possible Action)**

No additional items were discussed.

16. Public Comment. The opportunity for public comment is reserved for any matter within the jurisdiction of the Board. No action on such an item may be taken by the Board unless and until the matter has been noticed as an action item. Comments from the public are limited to three minutes per person.

None

17. Adjournment.

Vice Chairman Sullivan declared the meeting adjourned at 1:15pm.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 2

August 27, 2024

SUBJECT: Presentation by Jeremy Stocking, Director of Resident Services, to Rosaura Lemus Vivar and Dejanae Solley, Workforce Development graduates.

FROM: Executive Director

RECOMMENDATION: Discussion

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 3

August 27, 2024

SUBJECT: Consent Agenda. (All consent items may be approved together with a single motion, be taken out of order, and/or be heard and discussed individually. Items will be removed and considered separately at the request of the public or Board member.)

FROM: Executive Director

RECOMMENDATION: For Possible Action

a) None

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 4

August 27, 2024

SUBJECT: Commissioner Reports

FROM: Commissioners

RECOMMENDATION: Discussion

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 5

August 27, 2024

SUBJECT: Executive Director/Secretary's Report.

FROM: Executive Director

RECOMMENDATION: Discussion

A. Update on Agency Activities

- The US Department of Housing and Urban Development's (HUD) Principal Deputy Assistant Secretary (PDAS) of Public and Indian Housing will be visiting RHA on August 28, 2024. As part of the PDAS' visit, staff will tour several of RHA's development and public housing properties and meet with Mr. Monocchio to discuss the MTW program and related items.
- The Executive Director was a panelist at the Nevada Housing Coalition's recent policy forum. The panel discussed the intersection between affordable housing and economic development. Approximately 45 attendees from local jurisdictions, organizations, and stakeholder groups were at the forum.
- RHA held a grand opening for Dick Scott Manor. RHA continues to work with the US Veterans Administration to identify eligible veterans to move into the new property. Nine (9) tenants have already signed leases and/or moved in with the remaining three units expected to be filled by the end of August.
- RHA unveiled its new service kiosk at the Downtown Reno Library. The service kiosk provides another way for customers and clients to access and submit forms and documents to RHA, apply for open waitlists, access Rent Café to pay rent, update household information, and more without having to come to the main office and at their convenience. Representatives from Washoe County, Senator Rosen's Office, and the library were in attendance for the opening and received a demonstration from IT Director Stice on the kiosk's various features. A second kiosk is available at RHA's main office.
- JD Klippenstein, RHA's Director of Development, was appointed to Nevada Clean Energy Fund's Affordable Housing Community Council. The Council will provide input and comments on the State's Solar for All program, with specific focus on advancing solar projects in multifamily affordable housing projects.
- RHA continues to work with HUD to design a potential direct rental assistance (DRA) demonstration program and staff anticipates bringing the design framework to the board for discussion and feedback in September. Heidi McKendree, Deputy Executive Director, and Kim Anhalt, RHA's MTW Initiatives and Housing Policy Manager, have been spoken with staff at New York University who are interested in working with RHA to research DRA and outcomes from a potential RHA program.
- RHA received four proposals to provide eviction prevention services. Staff rated and ranked proposals and will be awarding contracts to two providers. RHA will reimburse providers on a

tiered structure with one price for clients that were referred by RHA but chose not to pursue services and another reimbursement rate for clients that were referred and received services.

B. Rental Assistance Voucher Programs/Asset Management

Voucher Type	Total Voucher Baseline	Vouchers Leased as of 8/12/24	Percent Leased	Vouchers Issued Not Yet Leased
Housing Choice Voucher	2,484	2,247	90%	103
VASH	441	359	81%	46
VASH – pending PBV awards	100	0	0%	0
EHV	122	108	89%	7
FYI	15	8	53%	2

Number HQS Inspections Conducted	July 2024	230
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City of Sparks Eviction Prevention Program

Total Funding Awarded	Total Assistance Approved as of 8/20/24	Number of Households Approved as of 8/20/24	Percent Funding Spent
\$1,455,000	\$172,068	34	12%

Homeless Prevention Program

Total Funding Available	Total Assistance Approved as of 8/20/24	Number of Households Approved as of 8/20/24	Percent Funding Spent
\$161,024	\$15,418	7	10%

Housing Choice Vouchers (HCV)

Description: Vouchers used by clients to lease a unit in Washoe County of their choosing. Applicants are pulled from the RHA HCV Waitlist. These vouchers also include Project Based Vouchers. The RHA has chosen to project-base 122 of our HCV's to assist special populations obtain housing. Of the total 121 PBV units, 60 are assigned to RHA-owned properties. Lease-Up Expectations: Although our total voucher allocation is 2554, HUD has set the agency's leasing expectation at 2484 (a.k.a. RHA's MTW Baseline), which is the maximum leasing expectation set by HUD when RHA signed its MTW Contract. Funds provided by HUD to support the HCV program are also used to support the agency's MTW activities and therefore full lease up of all 2554 vouchers is not expected or suggested by HUD.

Veteran's Affairs Supporting Housing Vouchers (VASH)

Description: Vouchers allocated by HUD with an ongoing partnership with the VA to serve homeless veterans. The VA provides case management services to participants. The VA makes direct referrals to RHA of eligible clients and the RHA provides a VASH voucher. Currently, RHA has project-based 143 of these vouchers.

Emergency Housing Vouchers (EHV)

Description: Vouchers allocated by HUD for the specific purpose of assisting homeless individuals or families or those at risk of homelessness in obtaining housing. RHA is partnering with five local agencies (Catholic Charities, Health Plan of Nevada, Washoe County

Human Services-Our Place, Washoe County Housing and Homeless Services-Cares Campus, and Volunteers of America) that have experience providing services to this population. Direct referrals for the program must come from the regional Continuum of Care (CoC) coordinated entry system through the partner agency. Lease-Up Expectations: Although 137 vouchers were originally allocated, 15 vouchers are unable to be re-issued after 9/30/23 and have been removed from the baseline, leaving 122 vouchers.

Foster Youth to Independence Vouchers (FYI)

Description: Voucher allocated by HUD for the specific purpose of assisting foster youth aging out of the foster care system. RHA is partnering with Washoe County Human Services and Eddy House to provide direct referrals and case management to clients.

Asset Management

- Maintenance staff have started to prepare for the winter season by ordering necessary supplies and servicing the snow blowers and the tractor. The maintenance team also completed a thorough cleanup of the Tom Sawyer shop after receiving feedback from SCATS on ways to keep the team safer while working in the shop. During the month of July, the team assisted with collecting donated items we received from various agencies for Dick Scott, they set up the new boardroom furniture and moved the old items over to Paradise Plaza, and they have continued to focus on weed removal and tree/bush trimming at each of the sites.
- On the management side, we ran into some issues with residents signing up for the Rent Café online accounts and we are working with Yardi to resolve the matter. We will send updated notices to the residents once a resolution is found. Management staff also finalized the legal module in Yardi and anticipate using the functionality in August. The legal module will save staff time in creating the Non-Payment of Rent Eviction Notices to upload to our process server and it will properly code tenants so partial payments are not accidentally accepted if the tenant has been served previously with a notice that has not yet expired.
- We have onboarded a new Assistant Manager and interviews have been completed for the Maintenance II position. The selected Maintenance II is currently going through the preemployment process, and we anticipate him starting in August. During the month of August, we plan on recruiting for the other open Assistant Manager position.
- Hawk View residents have been working with HTH and RHA to find units in the Reno area to relocate to. As of the end of July, 84 residents have vacated the property and all remaining residents have provided their notice with move out dates no later than mid-August. HTH and management are working closely to ensure each household is completing the necessary steps to successfully relocate.
- Public Housing ended the month of July with 168 vacancies for an overall occupancy rate of 77.58% across all sites. In July, 45 residents vacated their unit (37 of these were from Hawk View), and three units were leased.

C. Update on Resident Services

Senior Services

- **Golden Groceries Food Pantry at Tom Sawyer:** Held on 07/18/2024, serving approximately 45 senior residents.
- **Senior Dance Class at Willie J. Wynn:** Continued every Tuesday with attendance ranging from 5 to 7 seniors. To increase participation, a plan to enhance awareness through Nixle reminders and in-person announcements was initiated.
- **Ice Cream Social at Willie J. Wynn:** Hosted on 07/01/2024, with 20 participants enjoying social engagement and refreshments.
- **Grow Your Own Microgreens Workshop:** Conducted by Reno Food System at Willie J. Wynn on 07/11/2024. This event saw a great turnout with 30 participants, largely due to consistent reminders and promotional efforts.
- **Senior Wellness Program (Chair Yoga with licensed Physical Therapist):** Held on 07/15/2024 at Willie J. Wynn, with 25 participants. This program continues to grow in popularity among residents.
- **Movie Night at Silverada:** Screened "The Greatest Showman" on 07/18/2024, attended by 25 seniors who enjoyed a social evening with snacks and entertainment.

Success Story:

- **Deborah Levine:** A resident at Willie J. Wynn successfully won a small claims case due to a dentist's malpractice. Assistance was provided with documentation and paperwork submission, demonstrating the ongoing support offered to residents.

Resident Council Activities

- **Silverada Manor:** Held a "Meet Your Neighbor"
- **Tom Sawyer Village:** Planned an August luncheon
- **Mineral Manor:** Discussed potential end-of-summer activities
- **Essex Manor:** Attempted to hold a meeting on July 3rd, but no quorum was reached, with only 3 participants attending.
- **Hawk View Apartments:** Held their final meeting on July 11th, with 4 participants; the council is now inactive.
- **Myra Birch:** Conducted a community clean-up and back-to-school event on July 10th

Workforce Development

- **Family Self-Sufficiency (FSS) Program:**
 - **Active Participants:** 84 active participants, with 9 contracts pending.
 - **Workshop:** A Mental Health & Stress Management workshop was held on 07/03/2024, attended by 7 participants. Future plans include introducing incentives to increase workshop attendance.

- **Upcoming Event:** We are in the process of scheduling a **Sound Mind Walk** for residents on 09/14/2024 at Rancho San Rafael, promoting mental health and well-being.

Graduates: Two participants, Rosaura Lemus Vivar, and Dejanae Solley, successfully graduated from the FSS program this month.

Success Stories:

- **Rosaura Lemus Vivar:** Rosaura's journey from a shy immigrant to a successful small business owner was highlighted this month. She has overcome significant challenges, including language barriers, to run her own cleaning business and substantially improve her credit score.
- **Dejanae Solley:** Dejanae has achieved all her goals, including career advancement and educational achievements, while also contributing to the community as a commissioner on the RHA Board.

Youth Programs

- **Start Smart Program:**

- **Recruitment:** The Start Smart recruitment efforts included distributing flyers, sending Nixle alerts, making phone calls, and conducting home visits to engage potential participants.
- **Holiday Cards Project:** July-August, this activity involved Residents in creating cards for upcoming holidays.
- **Last Summer Camp Transportation Pickup (8/2):** Provided to Sierra Nevada Journeys, enabling youth to participate in enriching summer activities.
- **Back to School Event:** Took place at Traner Middle School on August 6th. Approximately 88 families (61 RHA households and 27 other households), encompassing an estimated 260 students, participated. Students received backpacks, school supplies, coupons for free haircuts, and more at the event.
- **REMSA Health:** Provided free monthly car seat inspections through the Safety Seats program on August 17th at the RHA's main office from 8 AM to 1 PM.

D. Update on Public Affairs Activities

- RHA's Executive Director and Director of Development were interviewed about Dick Scott Manor on the Editor's Desk radio show hosted by Connie McMullen.
- Staff worked with community groups to organize donations for Dick Scott Manor and coordinated Home Depot volunteers to assist with building furniture and staging units ahead of the grand opening of the property.
- Prepared media advisories for Dick Scott Manor and the opening of the service kiosk at the Downtown Reno Library, both of which received positive press that was shared with the board.

- Staff is working with HUD for the upcoming PDAS site visit
- Staff is working to organize and schedule the upcoming Candidate Open House, which will provide an opportunity for local and state incumbents and candidates to learn about RHA, its multitude of housing, and its service programming. The Open Housing is currently scheduled for early October.

E. Update on Development Department Activities

Silverada Manor

- The project has been delayed while Brinshore Development continues to work on contract negotiations and the GMP with Pavilion. This has led to closing being pushed past August. As a result, Brinshore has decided to go back out to bid for the GMP and hopes to make a final selection by late September. This will delay financial closing till mid to late October. Under the terms of Brinshore's Development Agreement with RHA,
- HousingToHome staff have been holding 1-1 meetings with all residents in phase 1 to discuss and prepare for temporary relocation. Additionally, all Silverada residents received an alternative housing offer that would allow any eligible household to accept a Housing Choice Voucher to voluntarily permanently relocate from Silverada Manor.

Hawk View

- Resident relocation is very nearly complete at Hawk View. As of 8/20, five households were remaining. The property is expected to be fully vacant by the end of August.
- Project is aiming for financial closing in and construction starting in October.
- Temporary security measures have been put in place for the property prior to demolition. RHA has contracted with a security company to provide patrols three times a night. Once site is completely cleared, temporary fencing will be brought on site.

Dick Scott Manor

- Project is complete and a very successful ribbon cutting was held on August 15.
- Following the completion of the project, RHA worked with the City of Reno to finalize the donation of land and transfer of ownership.

Railyard Flats

- Construction is moving forward ahead of schedule and within budget and current project scope.
- Nearly all construction will be complete by the end of August, but project completion will not occur till electrical gear is delivered and installed in October.

Stead Manor

- The project remains on track to begin construction in December 2024.
- RHA Development staff is working with Plenium to finalize the GMP plans to bring the GMP for Board approval at the September Board meeting.
- RHA staff has worked to trim the relocation budget and identified other areas of potential savings in the construction contract budget. Based on these revisions staff has determined that with the addition of NV Energy's Energy Rebate Program, the program has adequate funding to be completed.

McGraw Court/Silver Sage Court

- RHA's Board of Commissioners approved Plenium Builders GMP for both of these projects at the July Board meeting. The construction contract has been brought forward for approval at the August meeting.
- Following the approval and execution of the construction contracts, Plenium is set to begin construction in October 2024.

Carville Court

- RHA received a proposal from H&K Architects for the Carville Court projects as well as a proposal for surveying and entitlement services from Wood Rodgers. RHA staff has updated the project budget and is determining next steps.

Paradise Plaza

- Phase 1 of pest mitigation has been completed and RHA has received a proposal for Phase 2. The scope of pest mitigation and abatement is much more substantial than originally anticipated and RHA staff is holding off on next steps for the project to wait for direction from the Board following the August Board meeting.
- Per guidance from RHA leadership, the Development Staff has created four possible scopes of works and budgets that will be presented to the Board in August for discussion and possible direction.
- Additionally, RHA staff have met with CIRE to discuss the scope of abatement and impact on the Purchase Sale Agreement and Post Closing Agreement. Further details are to be shared along with the 4 SOW/budget scenarios in a separate item at the August Board meeting.

Essex Manor

- Development staff met with the Nevada Clean Energy Fund and determined that their programs were not a viable funding source for the project.

Capital Fund

- RHA released the IFB for the project to improve accessibility into the main office by replacing the existing doors with automatic doors that will accommodate visitors with a variety of needs at the end of August. Project is projected to begin in late September and be completed in October. The main office may need to close for a period of time for the project to be completed. Any office closures will be posted ahead of time at the main office on RHA's website.

Reno Avenue

- RHA successfully closed on the purchase of the Reno Ave property. Predevelopment is set to begin in early 2025.

Ala Moana

- Development staff released an IFB for Ala Moana Asphalt Rehabilitation project in July and received two bids for the project in early August. Spanish Springs Construction submitted the lowest responsive bid at \$1,286,915.
- The company would like to delay the start of project until spring of next year due to challenges of installing asphalt in the winter. The submitted bid total will not increase with a later start.
- Development staff will be bringing the construction contract for Board approval to the September Board Meeting.

F. Update on Information Technology Activities

Yardi Implementation

- Working with Wise Consulting and Asset Management on setting up the Silverada RAD units, importing the Silverada LLC property into Rent Café, and updating the lease document.
- IT, Rental Assistance, and Asset Management held a meeting with our Rent Café PHA manager to discuss checklist items and the implementation timeline for setting up our Public Housing and Voucher clients in Rent Café.
- We received a demo for TRUV and Finicity which are payroll and asset verification services. These are additional verifications to the already implemented Screening Services module. We are working with our Screening Account Manager to implement these services into Site Manager.

Laserfiche Implementation

- The scanning team have completed the Finance department's files including all journal entries, deposits, insurance documents, and other miscellaneous files. They have transitioned to scanning reasonable accommodations for Public Housing, housing choice vouchers for Rental Assistance, and employee files for HR.

Other Projects

- The rollout of the RHA service kiosk in the main office foyer has been a success. We are seeing an increase in clients using the new technology with positive interactions.
- The ribbon cutting event for the second RHA service kiosk took place on Monday, August 19th at the Downtown Reno Library.
- IT has been working on updating all the forms on the RHA website to fillable PDF files. This will dramatically increase the ease of use and the user's experience on both the kiosk and the web.

G. Update on MTW Activities

Direct Rental Assistance

- Direct Rental Assistance (DRA) is gaining momentum with HUD and several researchers as an alternative to HUD's traditional tenant-based voucher program. DRA provides rental assistance subsidies paid directly to the tenants rather than the landlords allowing for tenant-landlord relationships that are more like market-rate renters. HUD recently announced that DRA is an allowable Local Non-Traditional activity under MTW. Following this announcement, RHA staff began having active conversations with HUD and researchers from NYU's Furman Center surrounding an in-depth study comparing both subsidy types. As momentum builds around DRA, staff is excited to have the opportunity to potentially propose an MTW activity and participate in this exciting research.

FY 2024 MTW Annual Plan Amendment - TDC Waivers

- RHA worked with the MTW Collaborative and HUD to standardize HUD's requirements for a Total Development Cost (TDC) waiver under MTW. Following this working group, HUD drafted a Local TDC Formula Review Process outlining the requirements of requesting a TDC waiver. To continue to request a TDC waiver under MTW, RHA must update and resubmit its FY 2024 MTW Annual Plan Amendment to reflect the information included and now required within HUD's new policy.

MTW Baseline Figures – FY 2023

- On August 2, 2024, staff provided a response to HUD regarding their FY 2023 preliminary figures related to the statutory requirement that MTW agencies serve substantially the same number of families had they not participated in the MTW demonstration. After reviewing RHA's response, HUD finalized RHA's FY 2023 Baseline workbook compliance at 94% or Substantially Compliant – Plan in Place.

FY 2024 Annual MTW Report

- Preparation for RHA's annual MTW Report to HUD continues. Detailed information has been pulled for all activities implemented under MTW. A thorough data analysis on each implemented activity will be used to gauge whether activities within RHA's MTW program are successful. Data analysis is also used to demonstrate areas where activities could be amended to ensure continued success. All data analyses will be finalized as of the end of the Fiscal Year with the final report due to HUD by September 30, 2024.

H. Update on Legal Inquiries

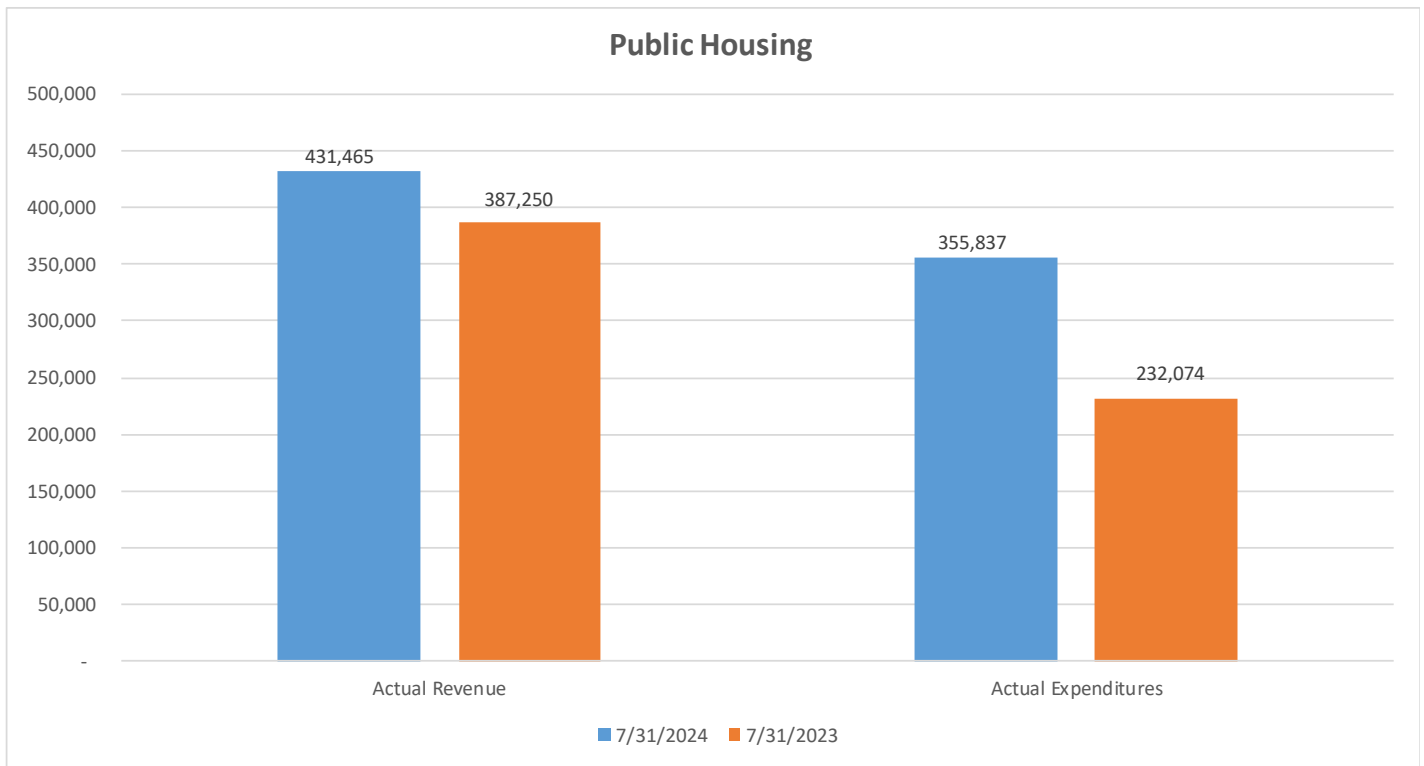
No legal updates.

I. Financials

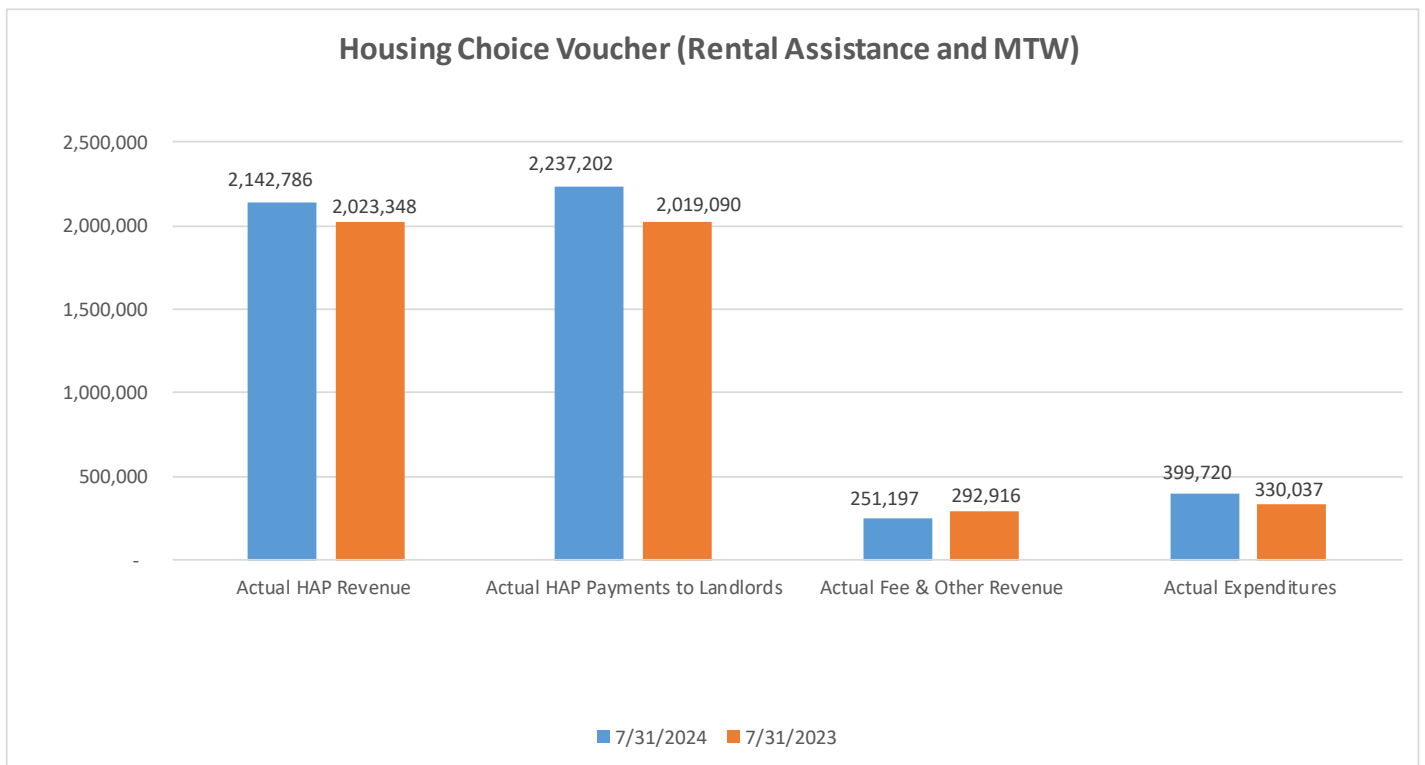
Graphics on following pages.

ENTITY-WIDE FINANCIAL REPORT
FOR THE 1 MONTH ENDED July 31, 2024

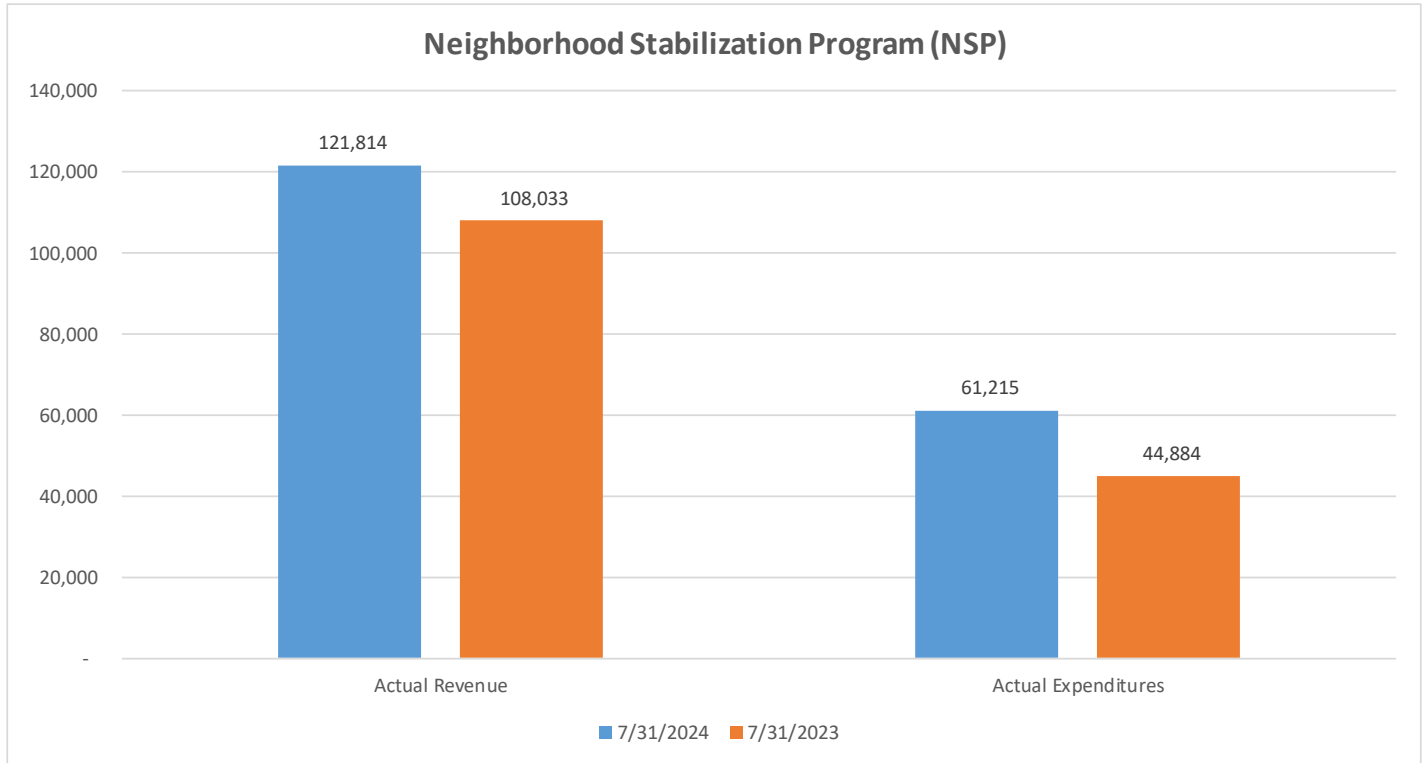
Public Housing	7/31/2024	7/31/2023	Variance	Variance Percentage
Actual Revenue	431,465	387,250	44,215	11.42%
Budgeted Revenue	396,927	440,365	(43,438)	-9.86%
Actual Expenditures	355,837	232,074	123,763	53.33%
Budgeted Expenditures	431,217	551,049	(119,832)	-21.75%
Actual Surplus (deficit)	75,628	155,176	(79,548)	-51.26%



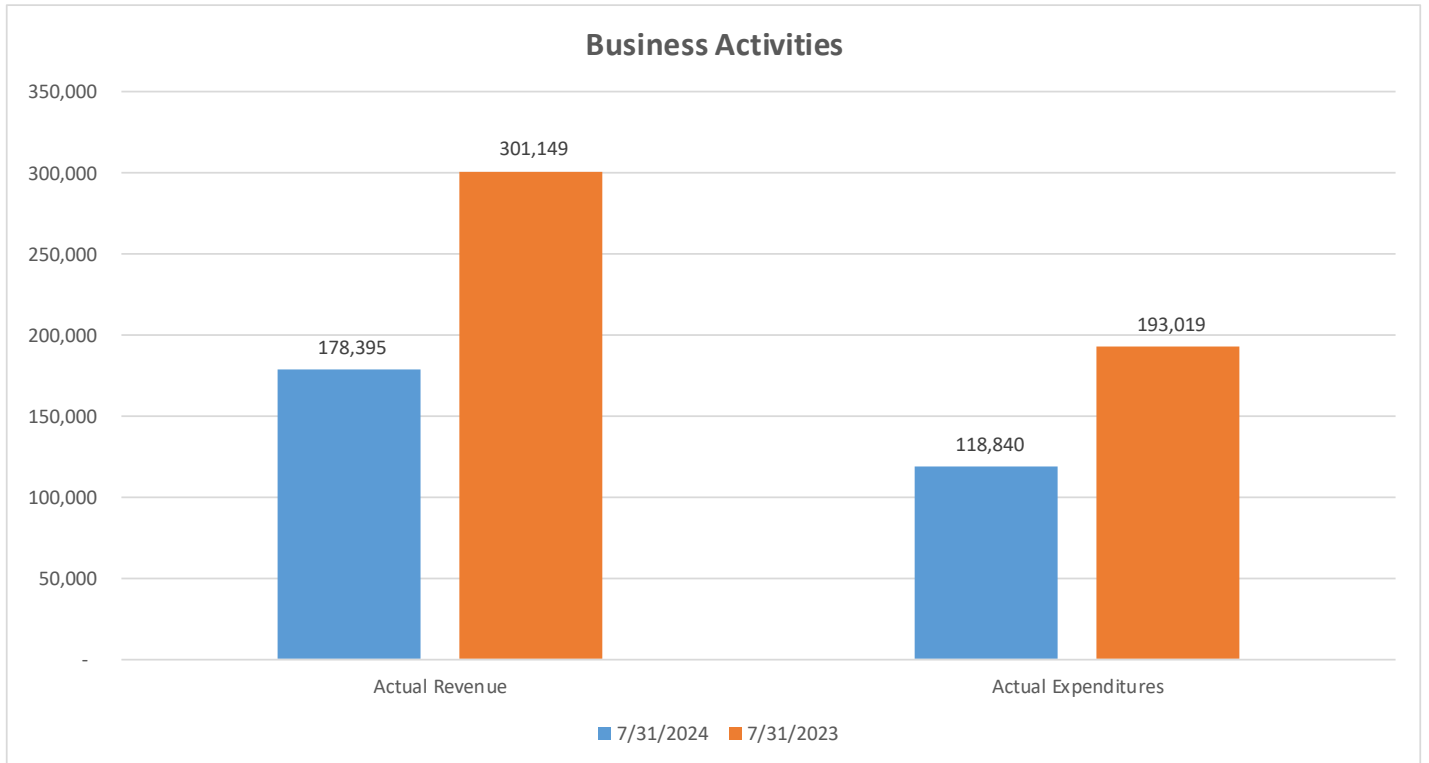
Housing Choice Voucher (Rental Assistance and MTW)	7/31/2024	7/31/2023	Variance	Variance Percentage
Actual HAP Revenue	2,142,786	2,023,348	119,438	5.90%
Budgeted HAP Revenue	2,368,430	2,329,181	39,249	1.69%
Actual HAP Payments to Landlords	2,237,202	2,019,090	218,112	10.80%
Budgeted HAP Payments to Landlords	2,146,469	2,057,996	88,473	4.30%
<i>HAP Surplus (Deficit)</i>	<i>(94,416)</i>	<i>4,258</i>	<i>(98,674)</i>	<i>0.00%</i>
Actual Fee & Other Revenue	251,197	292,916	(41,719)	-14.24%
Budgeted Fee & Other Revenue	322,664	250,149	72,515	28.99%
Actual Expenditures	399,720	330,037	69,684	21.11%
Budgeted Expenditures	545,109	435,722	109,387	25.10%
<i>Unrestricted Profit (Loss)</i>	<i>(148,524)</i>	<i>(37,121)</i>	<i>(111,403)</i>	<i>300.11%</i>
Actual Surplus (deficit)	(242,939)	(32,863)	(210,076)	639.25%



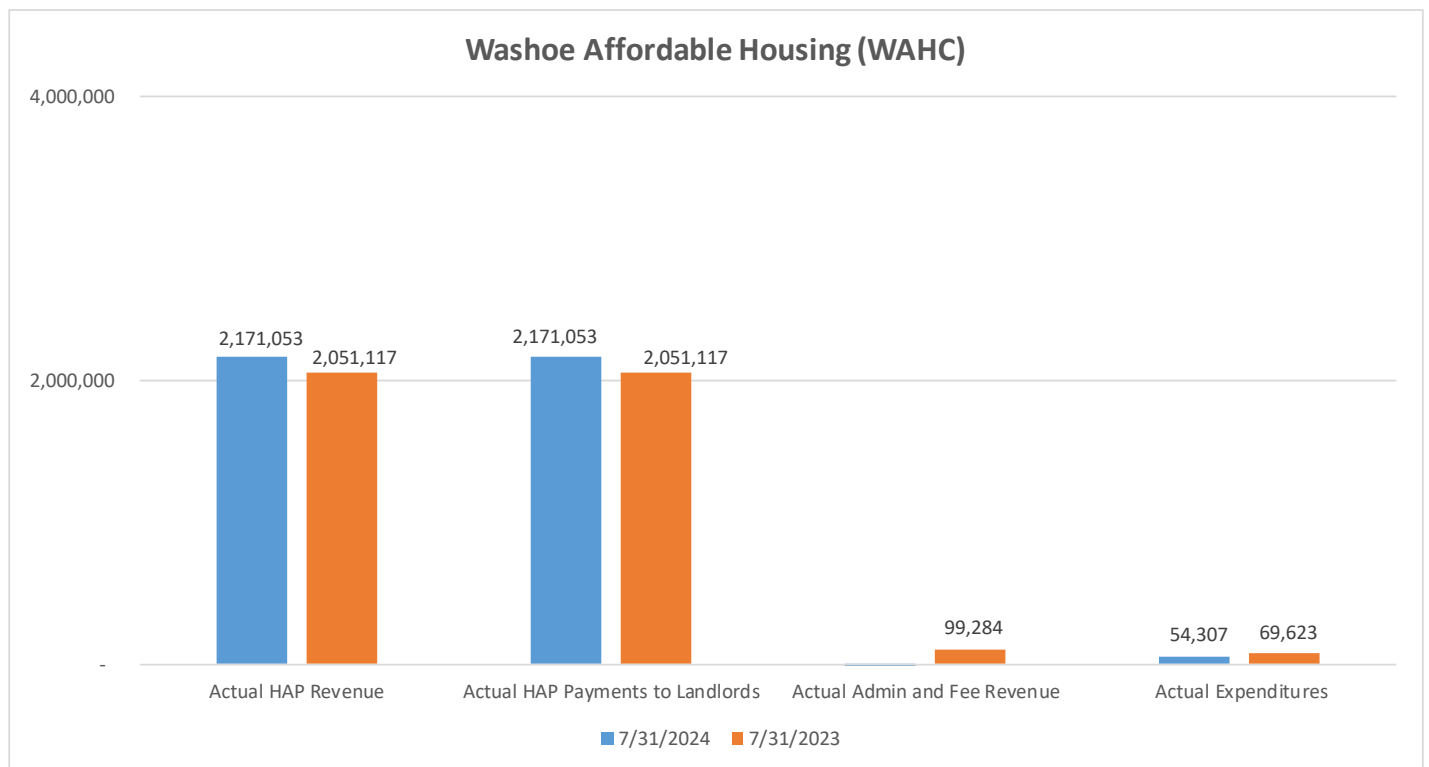
Neighborhood Stabilization Program (NSP)	7/31/2024	7/31/2023	Variance	Variance Percentage
Actual Revenue	121,814	108,033	13,781	12.76%
Budgeted Revenue	121,373	117,674	3,699	3.14%
Actual Expenditures	61,215	44,884	16,332	36.39%
Budgeted Expenditures	81,759	69,999	11,760	16.80%
Actual Restricted Surplus (deficit)	60,599	63,150	(2,551)	-4.04%



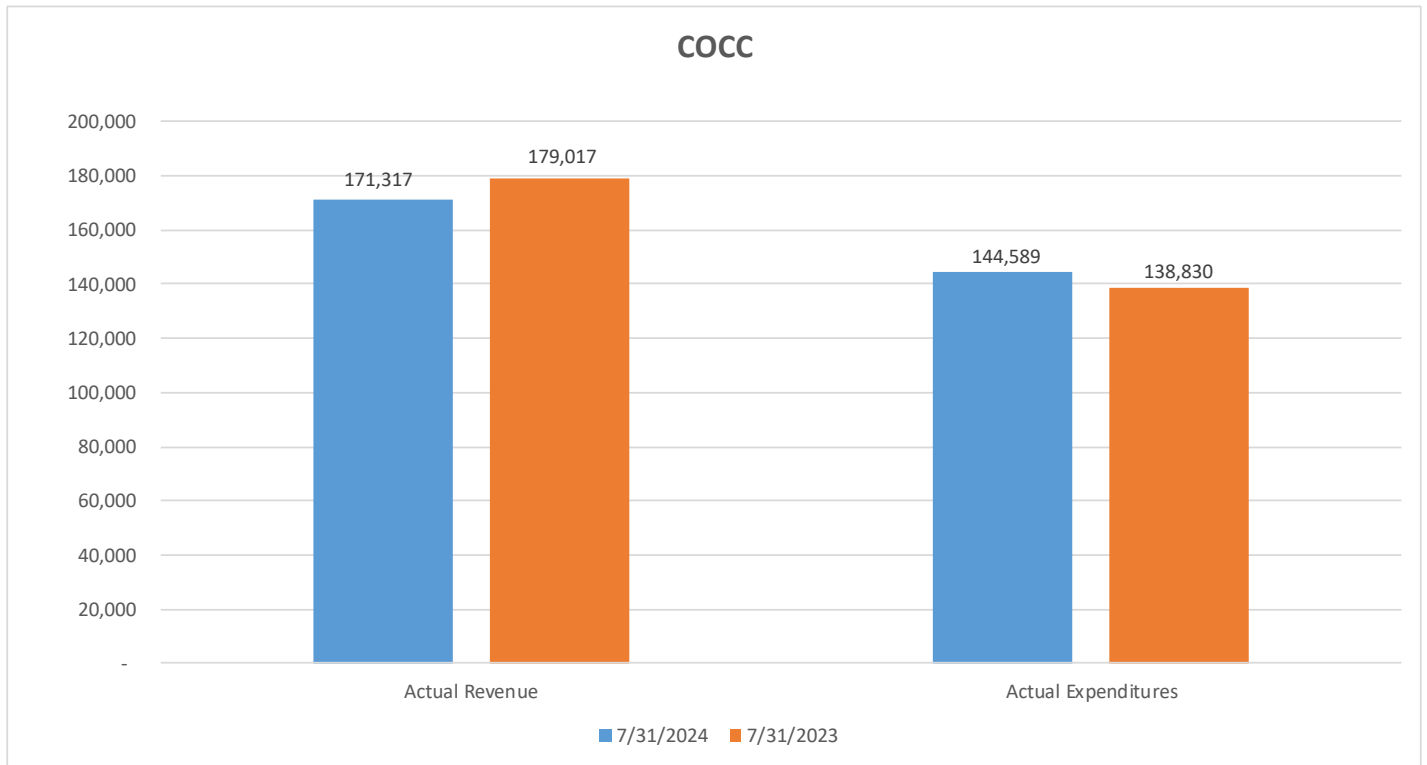
Business Activities	7/31/2024	7/31/2023	Variance	Variance Percentage
Actual Revenue	178,395	301,149	(122,754)	-40.76%
Budgeted Revenue	264,187	330,494	(66,307)	-20.06%
Actual Expenditures	118,840	193,019	(74,179)	-38.43%
Budgeted Expenditures	135,001	141,090	(6,089)	-4.32%
Actual Unrestricted Surplus (deficit)	59,555	108,130	(48,575)	-44.92%



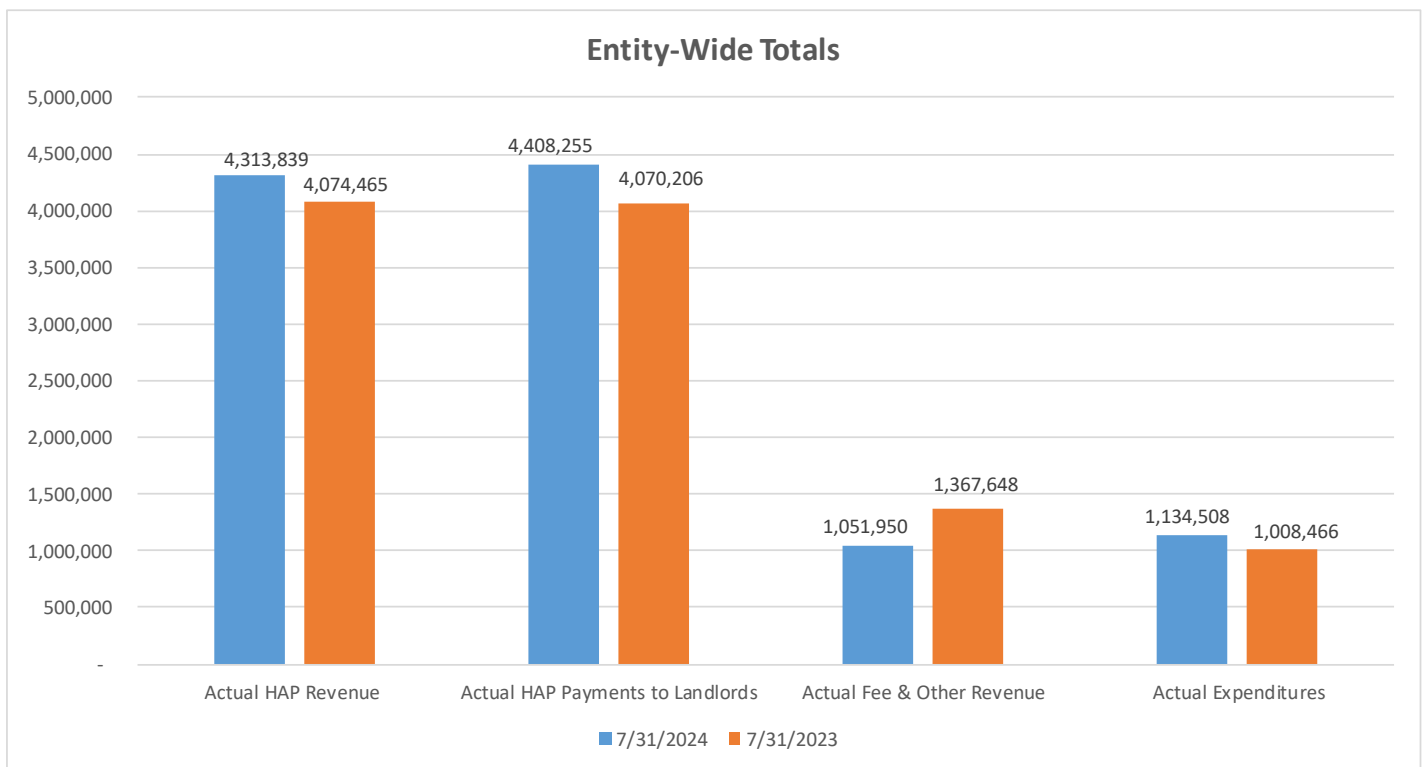
Washoe Affordable Housing (WAHC)	7/31/2024	7/31/2023	Variance	Variance Percentage
Actual HAP Revenue	2,171,053	2,051,117	119,936	5.85%
Budgeted HAP Revenue	2,194,884	2,234,657	(39,773)	-1.78%
Actual HAP Payments to Landlords	2,171,053	2,051,117	119,936	5.85%
Budgeted HAP Payments to Landlords	2,194,884	2,234,657	(39,773)	-1.78%
<i>HAP Surplus (Deficit)</i>	-	-	-	0.00%
Actual Admin and Fee Revenue	(102,238)	99,284	(201,521)	-202.98%
Budgeted Admin and Fee Revenue	101,289	85,934	15,355	17.87%
Actual Expenditures	54,307	69,623	(15,316)	-22.00%
Budgeted Expenditures	77,304	66,032	11,271	17.07%
<i>Unrestricted Profit (Loss)</i>	<i>(156,545)</i>	<i>29,661</i>	<i>(186,206)</i>	<i>-627.78%</i>
Actual Surplus (deficit)	(156,545)	29,661	(186,206)	-627.78%



COCC	7/31/2024	7/31/2023	Variance	Variance Percentage
Actual Revenue	171,317	179,017	(7,699)	-4.30%
Budgeted Revenue	232,141	182,325	49,816	27.32%
Actual Expenditures	144,589	138,830	5,759	4.15%
Budgeted Expenditures	298,098	258,944	39,154	15.12%
Actual Unrestricted Surplus (deficit)	26,728	40,187	(13,459)	-33.49%



Entity-Wide Totals	7/31/2024	7/31/2023	Variance	Variance Percentage
Actual HAP Revenue	4,313,839	4,074,465	239,374	5.87%
Budgeted HAP Revenue	4,563,314	4,563,838	(524)	-0.01%
Actual HAP Payments to Landlords	4,408,255	4,070,206	338,048	8.31%
Budgeted HAP Payments to Landlords	4,341,353	4,292,653	48,700	1.13%
<i>HAP Surplus (Deficit)</i>	<i>(94,416)</i>	<i>4,258</i>	<i>(98,674)</i>	<i>-2317.21%</i>
Actual Fee & Other Revenue	1,051,950	1,367,648	(315,698)	-23.08%
Budgeted Fee & Other Revenue	1,438,581	1,406,941	31,640	2.25%
Actual Expenditures	1,134,508	1,008,466	126,042	12.50%
Budgeted Expenditures	1,568,488	1,522,837	45,651	3.00%
<i>Unrestricted Profit (Loss)</i>	<i>(82,558)</i>	<i>359,182</i>	<i>(441,740)</i>	<i>-122.99%</i>
Actual Surplus (deficit)	(176,974)	363,440	(540,414)	-148.69%



RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 6

August 27, 2024

SUBJECT: Discussion and possible approval to enter into a contract for up to \$3,879,457 with Plenium Builders for General Contract Services for the John McGraw Court Rehabilitation Project.

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

Plenium Builders was selected as Construction Manager at Risk (CMAR) for the John McGraw Court Rehab project through a competitive RFQ process in the fall of 2023. The Board approved entering into a preconstruction services contract for the project in September 2023 for \$7,000. The pre-construction services included collaborating with the design team during the design phase, project review and consultation services, conducting value analysis, managing scheduling, logistics, phasing, and providing a guaranteed maximum price (GMP) for the project.

Plenium Builders worked diligently with the project's design team since being awarded the contract. Following the completion of the plan set, they gathered competitive bids from all required trades to create a GMP. They reviewed the draft GMP with RHA's Development Department to identify potential cost savings and budget items that needed an additional round of bids to secure a more competitive price. In July 2024, the Board of Commissioners approved Plenium's proposed GMP of \$3,879,457. Since approval of the GMP, RHA staff has worked with Plenium to finalize a construction contract. That contract is now finalized and ready to be approved and executed. Following the execution of the construction contract, Plenium is set to begin Phase 1 of the John McGraw Rehab project in October.

The contract reflects the already approved GMP of \$3,879,457 and includes the same terms and conditions as RHA's contract with Plenium for the Dick Scott Manor project. Important terms include:

- 5% retention for the duration of the project.
- Excludes contingency out of savings.
- If the project comes under budget and there are savings for the cost of the work, that will be split 50/50 between RHA and Plenium.

RHA is seeking approval by the Board of Commissioners to enter into a construction contract with a \$3,879,457 GMP with Plenium Builders for the John McGraw Court Rehab project. Furthermore, RHA is seeking authorization of the Executive Director, Hilary Lopez, Ph.D., to sign and execute all required documents.

Staff Recommendation and Motion:

Staff recommends that the Board of Commissioners approve entering into a construction contract with a \$3,879,457 GMP with Plenium Builders for the John McGraw Court Rehab project and authorize, Executive Director, Hilary Lopez, Ph.D., to sign and execute all required documents.



AIA® Document A102® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 19th day of July in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Housing Authority of the City of Reno
1525 East Ninth Street
Reno, NV 89512
775-329-3630

and the Contractor:
(Name, legal status, address and other information)

Plenium Builders
825 Steneri Way
Sparks, NV 89431
775-398-0123

for the following Project:
(Name, location and detailed description)

John McGraw Court Remodel
2455 Orovada Street
Sparks, NV 89431
APN No. 026-284-31
Project No. 11334

The Architect:
(Name, legal status, address and other information)

JK Architecture Engineering
11661 Blocker Drive Suite #220
Auburn, CA 95603
530-883-8117

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

User Notes:

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	RELATIONSHIP OF THE PARTIES
4	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
5	CONTRACT SUM
6	CHANGES IN THE WORK
7	COSTS TO BE REIMBURSED
8	COSTS NOT TO BE REIMBURSED
9	DISCOUNTS, REBATES AND REFUNDS
10	SUBCONTRACTS AND OTHER AGREEMENTS
11	ACCOUNTING RECORDS
12	PAYMENTS
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14	TERMINATION OR SUSPENSION
15	MISCELLANEOUS PROVISIONS
16	ENUMERATION OF CONTRACT DOCUMENTS
EXHIBIT A	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:

Upon receipt of required permits, receipt of Notice to Proceed plus receipt of this Agreement executed, and a mutually agreed-to start date, (whichever occurs last).

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than (369) calendar days from the date of commencement of the Work.
- By the following date:

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

Percentage of Cost of the Work: Six percent (6%) fee plus two percent (2%) overhead. Builder's Risk is calculated at one percent (1%), General Liability insurance at one percent (1%) and Bond at 0.6%.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

Percentage of Cost of the Work: Six (6%) fee plus two percent (2%) overhead. Builder's Risk is calculated at one percent (1%), General Liability insurance at one percent (1%) and Bond at 0.6%.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed one hundred percent (100%) of the standard rental rate paid at the place of the Project.

Init.

§ 5.1.5 Unit prices, if any: N/A

§ 5.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$300 per day

§ 5.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Shared savings on the GMP (excluding any contingency) are fifty percent (50%) to the Owner and fifty percent (50%) to the Contractor. The savings shall be calculated at final payment.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed three million, eight hundred seventy-nine thousand, four hundred fifty-seven dollars (\$3,879,457.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Exhibit C – GMP Proposal	

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See Exhibit C – GMP Proposal		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
See Exhibit C – GMP Proposal	

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

See Exhibit C – GMP Proposal

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract

Init.

Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

The salaries including burden and benefits of the Contractor's Project Director, Project Manager, Project Engineer, Project Administrator, Project Superintendent, VP Operations, Assistant Superintendent, Safety Director, Foreman, Scheduler and Estimators to the extent such Work is directly attributable to the project.

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions,

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provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification. Hourly Labor Rates shall be per Exhibit D and accepted as Cost of the Work.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. General Liability insurance will be charged at a rate of 1% times the Cost of the Work.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

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§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval. A lump sum amount of \$6,000 will be billed as Cost of the Work for the Procure project collaboration website.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If

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the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the tenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Contractor shall provide Owner with a schedule of values as an Exhibit.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Contractor’s Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 12.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Upon mutual agreement

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request

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for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

All late payments will accrue interest at a nominal rate of twelve percent (12%) per annum from the due date, compounded monthly. All payments received will first be applied to interest outstanding then any remainder will be applied to the oldest invoice outstanding.

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15 of AIA Document A201–2017
- Litigation governed by Nevada law, with jurisdiction in the Second Judicial District Court of Nevada.
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;

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- 2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

The Contractor shall be paid for the Work performed to date and any proven loss, cost or expense in connection with the Work including all demobilization costs plus remaining overhead and profit as established by current estimate, and any attorney's fees and costs.

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:

(Name, address, email address and other information)

Hilary Lopez, Ph.D.
Housing Authority of the City of Reno
1525 E. 9th Street
Reno, NV 89512
775-445-9821
hlopez@renoaha.org

J.D. Klippenstein, Director of Development
Housing Authority of the City of Reno
1525 E. 9th Street
Reno, NV 89512
775-329-3630, ext. 212
jklippenstein@renoaha.org

Nestor Garcia
775-445-9821
ngarcia@renoaha.org

§ 15.3 The Contractor's representative:

(Name, address, email address and other information)

Jennifer MacQuarrie, Project Manager
Plenium Builders

Init.

825 Steneri Way
Sparks, NV 89431
775-870-2542
jmacquarrie@pleniumbuilders.com

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

N/A

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 Standard Form of Agreement Between Owner and Contractor, AIA Document A102™-2017
- .2 General Conditions of the Contract for Construction, AIA Document A201™-2017
- .3 Exhibit A - Insurance and Bonds, AIA Document A102
- .4 Exhibit B - Drawing Log, 2 pages
- .5 Other documents, if any, listed below:
 - Exhibit C - Contractor's GMP Proposal
 - Exhibit D - Contractor's Billing Rates
 - Exhibit E - Contractor's Construction Schedule
 - Exhibit F - Schedule of Values
 - Exhibit G - Form HUD 2554
 - Exhibit H - Davis Bacon Nevada Residential Wage Determination

This Agreement entered into as of the day and year first written above.

OWNER (*Signature*)

Hilary Lopez, Ph.D., Executive Director /
Contracting Officer

(*Printed name and title*)

CONTRACTOR (*Signature*)

Tobin Basta, President

(*Printed name and title*)

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/



AIA® Document A102® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 19th day of July in the year 2024.
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

John McGraw Court Remodel
2455 Orovada Steet
Sparks, NV 89431

THE OWNER:
(Name, legal status and address)

Housing Authority of the City of Reno
1525 East Ninth Street
Reno, NV 89512

THE CONTRACTOR:
(Name, legal status and address)

Plenium Builders
825 Steneri Way
Sparks, NV 89431

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER’S INSURANCE
- A.3 CONTRACTOR’S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER’S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.2

Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.3 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

Regardless of who provides the All-Risk insurance, Owner shall maintain property insurance on existing structures to cover any potential loss during construction.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below: N/A

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million (\$2,000,000) each occurrence, two million (\$2,000,000) general aggregate, and two million (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than one million (\$1,000,000) each accident, one million (\$1,000,000) each employee, and one million (\$1,000,000) policy limit.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ A.3.3.2.2 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.3.2.3 Property insurance on an "all-risks" completed value form, covering property owned by the

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Contractor and used on the Project, including scaffolding and other equipment.

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows: N/A





John McGraw - GMP - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G1.0	COVER SHEET	0	04/22/2024	04/22/2024	100% CD (04/22/24)
G2.1	BUILDING CODE ANALYSIS PLAN TYPE A	0	04/22/2024	04/22/2024	100% CD (04/22/24)
G2.2	BUILDING CODE ANALYSIS PLAN TYPE B	0	04/22/2024	04/22/2024	100% CD (04/22/24)
G2.3	BUILDING CODE ANALYSIS PLAN TYPE C	0	04/22/2024	04/22/2024	100% CD (04/22/24)
G3.1	ACCESSIBILITY DETAILS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
G4.1	SHEET SPECS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
G4.2	SHEET SPECS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
Architectural					
A1.1	ARCHITECTURAL SITE PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
A1.2	ENLARGED SITE PLAN - PHASE 1	0	04/22/2024	04/22/2024	100% CD (04/22/24)
A1.3	ENLARGED SITE PLAN - PHASE 2	0	04/22/2024	04/22/2024	100% CD (04/22/24)
A1.4	ENLARGED SITE PLAN - PHASE 3	0	04/22/2024	04/22/2024	100% CD (04/22/24)
A8.1	ARCHITECTURAL DETAILS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AA2.1	TYPE A - FLOOR PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AA2.4	TYPE A - ROOF PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AA3.1	TYPE A - EXTERIOR ELEVATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AA4.1	TYPE A - SECTIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AB2.1	TYPE B - FLOOR PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AB2.4	TYPE B - ROOF PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AB3.1	TYPE B - EXTERIOR ELEVATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AB4.1	TYPE B - SECTIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AC2.1	TYPE C - FLOOR PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AC2.4	TYPE C - ROOF PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AC2.5	TYPE C - WINDOW AND DOOR SCHEDULES	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AC3.1	TYPE C - EXTERIOR ELEVATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AC4.1	TYPE C - SECTIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AU2.1.1	TYPICAL UNIT PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AU2.1.3	TYPICAL UNIT - WINDOW AND DOOR SCHEDULES	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AU2.2.1	ACCESSIBLE UNIT PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AU2.2.3	ACCESSIBLE UNIT- WINDOW AND DOOR SCHEDULES	0	04/22/2024	04/22/2024	100% CD (04/22/24)
Structural					
S001	GENERAL NOTES	0	04/19/2024	04/22/2024	100% CD (04/22/24)
S002	TYPICAL WOOD DETAILS	0	04/19/2024	04/22/2024	100% CD (04/22/24)



Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S003	SCHEDULES AND TYPICAL DETAILS	0	04/19/2024	04/22/2024	100% CD (04/22/24)
S101	TYPE A - PLANS	0	04/19/2024	04/22/2024	100% CD (04/22/24)
S102	TYPE B - PLANS	0	04/19/2024	04/22/2024	100% CD (04/22/24)
S103	TYPE C - PLANS	0	04/19/2024	04/22/2024	100% CD (04/22/24)
Civil					
T-1	TITLE SHEET	0	01/25/2024	05/20/2024	100% CD (04/22/24)
DP-1	DEMOLITION PLAN	0	01/25/2024	05/20/2024	100% CD (04/22/24)
S-1	SITE PLAN	0	01/25/2024	05/20/2024	100% CD (04/22/24)
G-1	GRADING / EROSION CONTROL PLAN	0	01/25/2024	05/20/2024	100% CD (04/22/24)
U-1	UTILITY PLAN	0	01/25/2024	05/20/2024	100% CD (04/22/24)
D-1	DETAIL SHEET	0	01/25/2024	05/20/2024	100% CD (04/22/24)
D-2	DETAIL SHEET	0	01/25/2024	05/20/2024	100% CD (04/22/24)
Landscape					
L1	Landscape Cover Sheet	0	01/25/2024	05/20/2024	100% CD (04/22/24)
L2	Tree Mitigation/Protection Plan	0	01/25/2024	05/20/2024	100% CD (04/22/24)
L3	Landscape Plan	0	01/25/2024	05/20/2024	100% CD (04/22/24)
L4	Mulch Plan	0	01/25/2024	05/20/2024	100% CD (04/22/24)
L5	2-Wire Irrigation Plan	0	01/25/2024	05/20/2024	100% CD (04/22/24)
L6	Landscape and Irrigation Details	0	01/25/2024	05/20/2024	100% CD (04/22/24)
L7	Landscape and Irrigation Details	0	01/25/2024	05/20/2024	100% CD (04/22/24)
L8	Tree Protection and Amenity Details	0	01/25/2024	05/20/2024	100% CD (04/22/24)
Plumbing					
PA0.1	PLUMBING ABBREV, NOTES, SPECS., SYMBOLS AND SHEET INDEX	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PA0.2	PLUMBING SCHEDULES, DETAILS AND CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PB0.1	PLUMBING ABBREV, NOTES, SPECS., SYMBOLS AND SHEET INDEX	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PB0.2	PLUMBING SCHEDULES, DETAILS AND CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PC0.1	PLUMBING ABBREV, NOTES, SPECS., SYMBOLS AND SHEET INDEX	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PC0.2	PLUMBING SCHEDULES, DETAILS AND CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PSA1.1	PLUMBING DEMOLITION TYPE A FLOOR PLAN - WASTE & VENT	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PSA2.1	PLUMBING TYPE A FLOOR PLAN - WASTE & VENT	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PSB1.1	PLUMBING DEMOLITION TYPE B FLOOR PLAN - WASTE & VENT	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PSB2.1	PLUMBING TYPE B FLOOR PLAN - WASTE & VENT	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PSC2.1	PLUMBING TYPE C FLOOR PLANS - WASTE & VENT	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PWA1.1	PLUMBING DEMOLITION TYPE A FLOOR PLAN - WATER & GAS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PWA2.1	PLUMBING TYPE A FLOOR PLAN - WATER & GAS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PWB1.1	PLUMBING DEMOLITION TYPE B FLOOR PLAN - WATER & GAS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PWB2.1	PLUMBING TYPE B FLOOR PLAN - WATER & GAS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PWC2.1	PLUMBING TYPE C FLOOR PLANS - WATER & GAS	0	04/22/2024	04/22/2024	100% CD (04/22/24)



EXHIBIT B - DRAWING LOG

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Mechanical					
MA0.1	MECHANICAL ABBREVIATIONS, SYMBOLS, NOTES, AND SHEET INDEX	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MA0.2	MECHANICAL SPECIFICATIONS, SCHEDULES, AND DETAILS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MA1.1	MECHANICAL DEMOLITION TYPE A FLOOR PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MA2.1	MECHANICAL TYPE A FLOOR PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MA8.1	MECHANICAL IECC CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MB0.1	MECHANICAL ABBREVIATIONS, SYMBOLS, NOTES, AND SHEET INDEX	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MB0.2	MECHANICAL SPECIFICATIONS, SCHEDULES, AND DETAILS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MB1.1	MECHANICAL DEMOLITION TYPE B FLOOR PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MB2.1	MECHANICAL TYPE B FLOOR PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MB8.1	MECHANICAL IECC CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MC0.1	MECHANICAL ABBREV., SYMBOLS, NOTES, SHEET INDEX AND SPECS.	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MC0.2	MECHANICAL SCHEDULES AND DETAILS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MC2.1	MECHANICAL TYPE C FLOOR PLANS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MC8.1	MECHANICAL IECC CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
Electrical					
E1.1	ELECTRICAL SITE NEW WORK PLAN	1	06/10/2024	06/10/2024	RFI # 5 (06/10/24)
EA0.1	ELECTRICAL LEGEND, SPECIFICATIONS & DRAWING SCHEDULE	0	04/22/2024	04/22/2024	100% CD (04/22/24)
EA0.2	ONLINE DIAGRAMS, SCHEDULES & CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
EA1.1	TYPE A ELECTRICAL DEMOLITION PLANS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
EA2.1	TYPE A ELECTRICAL NEW WORK PLANS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
EB0.1	ELECTRICAL LEGEND, SPECIFICATIONS & DRAWING SCHEDULE	0	04/22/2024	04/22/2024	100% CD (04/22/24)
EB0.2	ONLINE DIAGRAMS, SCHEDULES & CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
EB1.1	TYPE B ELECTRICAL DEMOLITION PLANS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
EB2.1	TYPE B ELECTRICAL NEW WORK PLANS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
EC0.1	ELECTRICAL LEGEND, SPECIFICATIONS & DRAWING SCHEDULE	0	04/22/2024	04/22/2024	100% CD (04/22/24)
EC0.2	ONLINE DIAGRAMS, SCHEDULES & CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
EC1.1	TYPE C ELECTRICAL DEMOLITION PLANS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
EC2.1	TYPE C ELECTRICAL NEW WORK PLANS	0	04/22/2024	04/22/2024	100% CD (04/22/24)

- RFI #1 - Plumbing Fixture Selections
- RFI #2 - Interior Finish Selections
- RFI #3 - Roofing / Rakewall
- RFI #5 - Power to Backflow Devices
- RFI #6 - Flooring & Underlayment
- RFI #7 - Attic Insulation
- RFI #8 - Doors & Hardware



July 10, 2024

Reno Housing Authority
John McGraw Ct. & Silver Sage

GMP Proposal

GMP Proposal Summary

	John McGraw	Silver Sage
General Conditions	193,890	106,865
Cost of the Work	3,208,651	1,739,411
1% General Liability Insurance	34,025	18,463
1% Builder's Risk Insurance	34,025	18,463
2% Overhead & 6% CMAR Fee	273,564	148,441
Performance & Payment Bond	22,308	12,870
Sub-Total	\$3,766,463	\$2,063,803
3% CMAR Contingency	112,994	61,335
TOTAL	\$3,879,457	\$2,105,848

Alternate Adds Summary (w/o markups)

	John McGraw	Silver Sage
Replace Bark Mulch w/ 50% DG / 50% River Rock	46,192	In JM
Refresh Existing Bark w/ 4" Top Dressing	37,400	In JM

Schedule

- GMP Schedule dated 7/1/24 prepared by Plenium Builders (2 pages)
 - Multi-phased 12 months; 9/30/24 Mobilize to 9/29/25 final Completion
 - Long Lead / Procurement items:
 - Cabinets & Countertops – A notice to proceed is needed by 7/12/24 for Cabinets and Countertops to meet the project schedule
- See separate Qualifications / Scope of Work document dated 7/1/24 prepared by Plenium Builders (Pages 1 – 6)

Group	Phase	Description	Takeoff Quantity	Sub Name	Total Cost/Unit	Total Amount
01000		GENERAL CONDITIONS				
	01310	PROJECT MANAGEMENT				
		Project Manager	4.00 MO		4,766.30 /MO	19,065
		Project Engineer	4.00 MO		800.00 /MO	3,200
		Project Administrator	4.00 MO		440.00 /MO	1,760
		Scheduler	4.00 MO		1,000.00 /MO	4,000
		Safety Director	4.00 MO		680.00 /MO	2,720
		PROJECT MANAGEMENT			/MO	30,745
	01312	FIELD PERSONNEL				
		Project Superintendent	4.00 MO		19,030.00 /MO	76,120
		FIELD PERSONNEL			/MO	76,120
		GENERAL CONDITIONS			/MO	106,865
02000		SITework				
	02010	SWPPP				
		Concrete Waste Washout Dumpster	2.00 EA		295.00 /EA	590
		SWPPP Maintenance	2.00 MO		600.00 /MO	1,200
		Street Sweeping	4.00 MO		500.00 /MO	2,000
		Dust Control	2.00 MO		1,500.00 /MO	3,000
		SWPPP			/SF	6,790
	02050	SITE WORK				
		Site Work Bid - includes earthwork, water dist, paving, demo	1.00 LS	FW Carson	114,390.26 /LS	114,390
		Connex Storage	1.00 EA		325.00 /EA	325
		SITE WORK			/SF	114,715
	02225	SELECTIVE DEMOLITION				
		Selective Demolition	1.00 LS	QDC	85,075.00 /LS	85,075
		Continuous Cleanup	17.00 WK		2,200.00 /WK	37,400
		Dumpsters	8.00 EA		600.00 /EA	4,800
		SELECTIVE DEMOLITION			/SF	127,275
	02510	WATER DISTRIBUTION				
		Temp Water	3.00 MO		150.00 /MO	450
		WATER DISTRIBUTION			/SF	450
	02820	FENCES & GATES				
		Temp Construction Chain Link	870.00 LF		5.95 /LF	5,177
		FENCES & GATES			/SF	5,177
	02905	LANDSCAPE SUBCONTRACT				
		Landscape Mulch & Irrigation	1.00 LS	Sunstate	59,699.00 /LS	59,699
		LANDSCAPE SUBCONTRACT			/SF	59,699
	02995	SITE CONCRETE				
		Site Concrete Bid	1.00 LS	Cheek Construction	15,172.00 /LS	15,172
		SITE CONCRETE			/MO	15,172
		SITework			/MO	329,278
06000		WOOD & PLASTICS				
	06105	ROUGH CARPENTRY				
		Rough Carpentry - Backing & Blocking	9,344.00 SF		1.67 /SF	15,622
		Small Tools	4.00 MO		1,100.00 /MO	4,400
		ROUGH CARPENTRY			/SF	20,022
	06165	SIDING				
		Door & Window Trim @ Exterior	1,328.00 LF		15.00 /LF	19,920
		SIDING			/SF	19,920
	06400	FINISH CARPENTRY				
		Wood Base Trim	3,070.00 LF		6.00 /LF	18,420
		Interior Door Casing	300.00 LF		6.00 /LF	1,800
		Interior Window Sill & Apron	512.00 LF		6.00 /LF	3,072
		Pantry & Closet Shelves	15.00 EA		1,200.00 /EA	18,000
		FINISH CARPENTRY			/SF	41,292
	06410	CABINETS				
		Cabinet Bid - Sub	1.00 LS	Lanz Cabinets	81,041.00 /LS	81,041
		CABINETS			/SF	81,041
	06415	COUNTER TOPS				
		Countertops	1.00 LS	Lanz Cabinets	26,736.00 /LS	26,736
		COUNTER TOPS			/SF	26,736
		WOOD & PLASTICS			/SF	189,011
07000		THERMAL/MOISTURE PROTECT				
	07310	SHINGLES				
		R & R Roofing Composite shingles includes demo, gutters & downspouts	1.00 LS	D&D	123,919.00 /LS	123,919
		SHINGLES			/SF	123,919
	07840	FIRESTOPPING				
		Firestopping	16.00 LS		150.00 /LS	2,400
		FIRESTOPPING			/SF	2,400
	07920	JOINT SEALANTS				
		Window Caulking	1,082.00 LF		1.85 /LF	2,002
		Door Frame & casing Caulking	2,704.00 LF		1.13 /LF	3,054
		Wood base Caulking	3,070.00 LF		0.98 /LF	2,993
		Cabinets & Counter Caulking	456.00 LF		2.43 /LF	1,110
		JOINT SEALANTS			/SF	9,158
		THERMAL/MOISTURE PROTECT			/SF	135,477
08000		DOORS & WINDOWS				
	08005	DOOR BID				
		Door & Hardware Bid	1.00 LS	Anchor Door	25,130.00 /LS	25,130
		DOOR BID			/EA	25,130
	08570	CLAD WINDOWS				
		Vinyl Windows Bid W/ install	1.00 LS	Black Rock	69,515.00 /LS	69,515
		First Aid Supplies	4.00 MO		100.00 /MO	400
		Safety Equipment	4.00 MO		250.00 /MO	1,000
		Safety Equipment PPE	4.00 MO		55.00 /MO	220
		CLAD WINDOWS			/SF	71,135
		DOORS & WINDOWS			/SF	96,265
09000		FINISHES				

Group	Phase	Description	Takeoff Quantity	Sub Name	Total Cost/Unit	Total Amount
	09250	GYPSON WALL BOARD				
		R & R Drywall Walls @ Backing & Windows	3,395.00 SF		5.00 /SF	16,975
		GYPSON WALL BOARD			/SF	16,975
	09650	RESILIENT FLOORING				
		Temporary Protection	9,344.00 SF		0.25 /SF	2,336
		Resilient Flooring Bid	1.00 LS	BT Mancini	79,217.00 /LS	79,217
		RESILIENT FLOORING			/SF	81,553
	09910	PAINTING				
		Paint Bid	1.00 LS	Washoe Painting	86,749.00 /LS	86,749
		Temp Heat	1.00 LS		5,000.00 /LS	5,000
		Final Clean	9,344.00 SF		0.50 /SF	4,672
		PAINTING			/SF	96,421
		FINISHES			/SF	194,949
10000		SPECIALTIES				
	10430	EXTERIOR SIGNAGE				
		Exterior Address Letters	16.00 EA		115.32 /EA	1,845
		Monument Signage Allowance	1.00 EA		5,000.00 /EA	5,000
		EXTERIOR SIGNAGE			/SF	6,845
	10810	TOILET ACCESSORIES				
		Toilet Accessories Bid	1.00 LS	Henri's Specialties	12,418.00 /LS	12,418
		TOILET ACCESSORIES			/SF	12,418
		SPECIALTIES			/MO	19,263
11000		EQUIPMENT				
	11450	RESIDENTIAL EQUIPMENT				
		Appliance Bid	1.00 LS	Direct Appliance	35,376.00 /LS	35,376
		RESIDENTIAL EQUIPMENT			/SF	35,376
		EQUIPMENT			/SF	35,376
12000		FURNISHINGS				
	12490	WINDOW TREATMENTS				
		Blinds Bid	1.00 LS	Karlson Window Coverings	10,940.00 /LS	10,940
		WINDOW TREATMENTS			/SF	10,940
		FURNISHINGS			/SF	10,940
15000		MECHANICAL				
	15100	PLUMBING				
		Plumbing Bid - Includes demo, heaters, caulking, piping, fixtures	1.00 LS	Zephyr Plumbing	311,582.00 /LS	311,582
		Chemical Toilet (1/10 mo) 4*2	8.00 MO		225.00 /MO	1,800
		Ice Cups & Water	13.00 WK		25.00 /WK	325
		PLUMBING			/SF	313,707
	15510	HVAC				
		HVAC Bid - Includes demo & furnace replacement, exhaust fans	1.00 LS	ACCO	243,662.00 /LS	243,662
		HVAC			/SF	243,662
		MECHANICAL			/SF	557,369
16000		ELECTRICAL				
	16010	ELECTRICAL				
		Electrical Bid	1.00 LS	Nelson Electric	163,710.00 /LS	163,710
		Temp Lights	9,344.00 SF		0.50 /SF	4,672
		Project set up / ISP / Trailers	1.00 EA		2,500.00 /EA	2,500
		Monthly Internet	4.00 MO		150.00 /MO	600
		ELECTRICAL			/SF	171,482
		ELECTRICAL			/SF	171,482

Estimate Totals

Description	Amount	Totals	Rate
Labor	193,373		
Material	35,945		
Subcontract	1,613,184		
Equipment	3,774		
Other			
	<u>1,846,276</u>	1,846,276	
General Liability	18,463		1.000 %
Builders Risk	18,463		1.000 %
Overhead	37,664		2.000 %
CMAR Fee	110,777		6.000 %
	<u>185,367</u>	2,031,643	
P & P Bond	12,870		
	<u>12,870</u>	2,044,513	
CMAR Contingency	61,335		3.000 %
	<u>61,335</u>	2,105,848	
Total		2,105,848	

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
01000		GENERAL CONDITIONS			
	01310	PROJECT MANAGEMENT		/MO	41,650
	01312	FIELD PERSONNEL		/MO	152,240
		GENERAL CONDITIONS		/MO	193,890
02000		SITWORK			
	02010	SWPPP			
		Concrete Waste Washout Dumpster	4.00 EA	295.00 /EA	1,180
		SWPPP Maintenance	8.00 MO	600.00 /MO	4,800
		Street Sweeping	8.00 MO	500.00 /MO	4,000
		Dust Control	4.00 MO	250.00 /MO	1,000
		SWPPP		/SF	10,980
	02050	SITE WORK			
		Site Work Bid - includes demo, paving, earthwork, water dist	1.00 LS	352,205.74 /LS	352,206
		Connex Storage	1.00 EA	325.00 /EA	325
		SITE WORK		/SF	352,531
	02225	SELECTIVE DEMOLITION			
		Selective Demolition	1.00 LS	194,920.00 /LS	194,920
		Continuous Cleanup	34.00 WK	2,200.00 /WK	74,800
		Dumpsters	16.00 EA	650.00 /EA	10,400
		Safety Director	34.00 WK	170.00 /WK	5,780
		Scheduler	34.00 WK	230.00 /WK	7,820
		SELECTIVE DEMOLITION		/SF	293,720
	02510	WATER DISTRIBUTION			
		Temp Water	8.00 MO	150.00 /MO	1,200
		WATER DISTRIBUTION		/SF	1,200
	02820	FENCES & GATES			
		Temp Construction Chain Link	887.00 LF	5.95 /LF	5,278
		FENCES & GATES		/SF	5,278
	02905	LANDSCAPE SUBCONTRACT			
		Landscape Mulch & Irrigation	1.00 LS	140,127.00 /LS	140,127
		LANDSCAPE SUBCONTRACT		/SF	140,127
	02995	SITE CONCRETE			
		Site Concrete Bid	1.00 LS	83,731.00 /LS	83,731
		SITE CONCRETE			83,731
		SITWORK		/SF	887,566
06000		WOOD & PLASTICS			
	06105	ROUGH CARPENTRY			
		Rough Carpentry - Backing & Blocking	18,116.00 SF	1.67 /SF	30,288
		Small Tools	8.00 MO	1,100.00 /MO	8,800
		ROUGH CARPENTRY		/SF	39,088
	06165	SIDING			
		Door & Window Trim	2,822.00 LF	7.18 /LF	20,264
		Door & Window Trim	150.00 LF	7.18 /LF	1,077
		Door & Window Trim	238.00 LF	7.18 /LF	1,709
		SIDING			23,050
	06400	FINISH CARPENTRY			
		Wood Base Trim	6,552.00 LF	3.75 /LF	24,570
		Interior Door Casing	2,380.00 LF	6.00 /LF	14,280
		Interior Window Sill	1,120.00 LF	6.00 /LF	6,720
		FINISH CARPENTRY			45,570
	06410	CABINETS			
		Cabinet Bid - Sub	1.00 LS	189,993.00 /LS	189,993
		CABINETS		/SF	189,993
	06415	COUNTER TOPS			
		Countertops	1.00 LS	58,015.00 /LS	58,015
		COUNTER TOPS		/SF	58,015
		WOOD & PLASTICS		/SF	355,715
07000		THERMAL/MOISTURE PROTECT			
	07310	SHINGLES			
		R & R Roofing Composite shingles includes demo, gutters & downspouts	1.00 LS	292,486.00 /LS	292,486
		SHINGLES		/SF	292,486
	07840	FIRESTOPPING			
		Firestopping	1.00 LS	5,250.00 /LS	5,250
		FIRESTOPPING		/SF	5,250
	07920	JOINT SEALANTS			
		Window Caulking	2,300.00 LF	1.85 /LF	4,255
		Door Frame & casing Caulking	5,746.00 LF	1.13 /LF	6,490
		Wood base Caulking	6,522.00 LF	0.98 /LF	6,359
		Cabinets & Counter Caulking	964.00 LF	2.43 /LF	2,346
		JOINT SEALANTS		/SF	19,449
		THERMAL/MOISTURE PROTECT		/SF	317,185
08000		DOORS & WINDOWS			

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
	08005	DOOR BID			
		Door & Hardware Bid	1.00 LS	69,130.00 /LS	69,130
		DOOR BID		/EA	69,130
	08570	CLAD WINDOWS			
		Vinyl Windows Bid W/ install	1.00 LS	153,285.00 /LS	153,285
		First Aid Supplies	4.00 MO	100.00 /MO	400
		Safety Equipment	4.00 MO	225.00 /MO	900
		Safety Equipment PPE	4.00 MO	55.00 /MO	220
		CLAD WINDOWS			154,805
		DOORS & WINDOWS		/SF	223,935
09000		FINISHES			
	09250	GYPSUM WALL BOARD			
		R & R Drywall Walls @ Backing Windows	7,215.00 SF	5.00 /SF	36,075
		GYPSUM WALL BOARD		/SF	36,075
	09650	RESILIENT FLOORING			
		Temporary Protection	17,830.00 SF	0.25 /SF	4,458
		Resilient Flooring Bid	1.00 LS	116,577.00 /LS	116,577
		RESILIENT FLOORING		/SF	121,035
	09910	PAINTING			
		Paint Bid	1.00 LS	193,823.00 /LS	193,823
		Temporary Heat	1.00 LS	10,000.00 /LS	10,000
		Finish Clean-up	18,116.00 SF	0.50 /SF	9,058
		PAINTING		/SF	212,881
		FINISHES		/SF	369,991
10000		SPECIALTIES			
	10430	EXTERIOR SIGNAGE			
		Exterior Address Letters	32.00 EA	115.32 /EA	3,690
		Exterior Address Letters	2.00 EA	115.32 /EA	231
		Exterior Address Letters	1.00 EA	115.32 /EA	115
		Monument Signage Allowance	1.00 EA	5,000.00 /EA	5,000
		Project Construction Signage	1.00 LS	2,500.00 /LS	2,500
		EXTERIOR SIGNAGE		/SF	11,536
	10810	TOILET ACCESSORIES			
		Toilet Accessories Bid	1.00 LS	27,109.00 /LS	27,109
		TOILET ACCESSORIES		/SF	27,109
		SPECIALTIES		/SF	38,645
11000		EQUIPMENT			
	11450	RESIDENTIAL EQUIPMENT			
		Appliance Bid	1.00 LS	77,386.00 /LS	77,386
		RESIDENTIAL EQUIPMENT		/SF	77,386
		EQUIPMENT		/SF	77,386
12000		FURNISHINGS			
	12490	WINDOW TREATMENTS			
		Blinds Bid	1.00 LS	28,697.00 /LS	28,697
		WINDOW TREATMENTS		/SF	28,697
		FURNISHINGS		/SF	28,697
15000		MECHANICAL			
	15100	PLUMBING			
		Plumbing Bid - Includes demo, heaters, caulking, piping, fixtures	1.00 LS	511,271.00 /LS	511,271
		Chemical Toilets (1/10 mo) 4'2	48.00 MO	225.00 /MO	10,800
		Ice Cups & Watet	13.00 WK	25.00 /WK	325
		PLUMBING		/SF	522,396
	15510	HVAC			
		HVAC Bid - Includes demo & furnace replacement, exhaust fans	1.00 LS	66,231.00 /LS	66,231
		HVAC		/SF	66,231
		MECHANICAL		/SF	588,627
16000		ELECTRICAL			
	16010	ELECTRICAL			
		Electrical Bid	1.00 LS	308,145.00 /LS	308,145
		Temp Light& Power	18,116.00 SF	0.50 /SF	9,058
		Project set up / ISP / Trailers	1.00 EA	2,500.00 /EA	2,500
		Monthly Internet	8.00 MO	150.00 /MO	1,200
		ELECTRICAL		/SF	320,903
		ELECTRICAL		/SF	320,903

Estimate Totals

Description	Amount	Totals	Rate
Labor	343,043		
Material	65,719		
Subcontract	2,989,669		
Equipment	4,110		
Other	<u>3,402,541</u>	3,402,541	
General Liability	34,025		1.000 %
Builders Risk	34,025		1.000 %
Overhead	69,412		2.000 %
CMAR Fee	<u>204,152</u>		6.000 %
	341,614	3,744,155	
P & P Bond	<u>22,308</u>		
	22,308	3,766,463	
CMAR Contingency	<u>112,994</u>		3.000 %
	112,994	3,879,457	
Total		3,879,457	

DIV 01 – GENERAL CONDITIONS

- 1) Full-Time Superintendent
- 2) Part-Time Project Management
- 3) Part-Time Project Administration
- 4) Weekly Safety Director review
- 5) Scheduling services

DIV 02 – SITEWORK

- 1) SWPPP
- 2) Removal of all asphalted drive areas
- 3) Sawcut & removal of selected sidewalk & curbing areas for improvements.
- 4) Install ADA compliant sidewalk/curbs/pavement access ramps
- 5) Install cross drainage at selected areas of sidewalks
- 6) 3" Type 3 Asphalt paving over 6" aggregate base (assumes there is 6" aggregate base existing to be fine graded before repaving)
- 7) Striping, paint red curbs
- 8) Wheel stops
- 9) Replace domestic water services w/ new backflow device in grade box with connections to existing meters. Run new HDPE piping into units for service.
- 10) Tree Removal
- 11) Enhance landscaping with additional plantings & mulch areas
- 12) Irrigation
- 13) Protect existing mulch in place (DC, ¾" crushed rock, river rock 8" minus frock rock and bark mulch)
- 14) Sod
- 15) 60 days landscape maintenance and 1yr warranty on landscape and irrigation
- 16) Paver patio at Clubhouse on 6" aggregate base and 1" bedding sand
- 17) Site Amenities – Trash Receptacle, Bench, Picnic Table, 16'x18' metal pergola
- 18) ALTERNATES
 - a. ADD \$46,192 (w/o markups) – Replace Bark Mulch with 50% DG / 40% River Rock
 - b. ADD \$37,400 (w/o markups) – Refresh Existing Bark w/ 4" top dressing
- 19) EXCLUSIONS
 - a. Replacement of or new parking signage
 - b. Tree Trimming (will need to be done for roofing work)
 - c. Geotech Report (none provided)
 - d. Portable Propane BBQ (to be selected and provided by Owner)

DIV 03 – CONCRETE

- 1) Sidewalk patches for water lines
- 2) New ADA ramps and sidewalks with cross drains
- 3) EXCLUSIONS

- a. Concrete repairs not shown on drawings
- b. Porch repairs (Owner to carry allowance)

DIV 04 – MASONRY

- 1) N/A

DIV 05 – METALS

- 1) N/A

DIV 06 – CARPENTRY

- 1) Misc backing for specialty & cabinetry items.
- 2) New exterior door & window trim (painted).
- 3) New interior ½" x 3-1/2" MDF base trim at living, kitchen & bedroom (painted).
- 4) New interior MDF door casing throughout (painted).
- 5) New interior MDF window sill (painted)
- 6) New kitchen & bathroom cabinets Lanz Euroscapes Collection, with quartz countertops Arizona Tile Della Terra Quartz 3CM slab (in lieu of 2CM w/ 1-1/2" laminated edge) & 4" backsplash
 - a. No plywood subtop required for 3CM
- 7) New wall-mounted shelving at laundry area in bathroom (Silver Sage)
 - a. Repaint existing at John McGraw
- 8) New pantry shelving & shelf w/ rod at kitchen pantry
 - a. Repaint existing at John McGraw
- 9) New shelf & rod at bedroom closet
 - a. Repaint existing at John McGraw
- 10) EXCLUSIONS
 - a. Repairs to roof sheathing (Owner to carry allowance)
 - b. Repairs to floor sheathing (Owner to carry allowance)
 - c. Repairs to building framing (Owner to carry allowance)
 - d. Repairs to siding and trim other than new window & door trim (Owner to carry allowance)

DIV 07 – THERMAL & MOISTURE PROTECTION

- 1) Roofing
 - a. New 30yr composite shingles over 30# felt underlayment
- 2) Joint Sealants / Caulking
 - a. Misc requirements for misc firestopping of penetrations in floors & walls as needed

- b. Misc. sealing of new cabinetry & trim
- 3) Gutters & Downspouts
 - a. Provide prefinished gutters & downspouts along the building entry side of the roof
- 4) EXCLUSIONS
 - a. Building insulation (existing blown-in attic insulation is already R49 depth)
 - b. Roof snow jacks or snow fences
 - c. Ice and snow melt systems
 - d. Heat trace cabling

DIV 08 – DOORS & WINDOWS

- 1) Wood doors and frames
 - a. Repaint existing exterior entry & furnace room doors
 - b. Remove screen/storm doors from all units (excludes replacement)
 - c. Provide new flush panel Hollow Core doors with applicable high grade residential hinges & latchsets (RFI #8)
- 2) Windows
 - a. Replace all windows with Milgard V150 vinyl windows.
 - b. Remove window trim.
 - c. Cut out existing window leaving behind nail fin.
 - d. Install new window set in caulking with fin over existing siding.
 - e. Flash with flexible flashing
 - f. Install new window trim

DIV 09 – FINISHES

- 1) Drywall
 - a. Patching of drywall at new backing locations and windows.
 - b. EXCLUDES general patching of tenant damage in units (Owner to carry allowance)
- 2) Resilient Flooring
 - a. Complete replacement of underlayment with ¼” Halex per structural specification (Silver Sage only, John McGraw will use existing underlayment)
 - b. Provide new LVT, Shaw Reside 12 mil throughout
 - c. Provide Burke Mercer 4” base at bathrooms
- 3) Painting
 - a. Repaint all gypboard surfaces
 - b. Paint all interior trim
 - c. Paint closet shelving
 - d. Repaint exterior siding, trim, eaves, soffit, fascia, doors, frames
 - e. Repaint exterior railings, bollards, curbs

DIV 10 – SPECIALTIES

- 1) Provide new unit address numbers
- 2) Allowance for new monument signage; \$5,000 each project
- 3) Provide new toilet accessories for unit bathrooms.
 - a. Mirror
 - b. TP holder
 - c. Robe Hook
- 4) ADA accessories at ADA units only.
- 5) EXCLUDES fire extinguishers (none shown)

DIV 11 – EQUIPMENT

- 1) Furnish and install refrigerator, electric range w/room-vented hood.
- 2) Unit washer / dryer to be OFOI.

DIV 12 – FURNISHINGS

- 1) Furnish and install vinyl mini-blinds as all windows.

DIV 13 – SPECIAL CONSTRUCTION

- 1) N/A

DIV 14 – ELEVATORS

- 1) N/A

DIV 15 – MECHANICAL

- 1) Plumbing
 - a. Provide new main domestic water service from exterior
 - b. Provide unit service branch lines in crawl space w/ unit shutoff valve, and connection to existing piping.
 - c. Install all new fixtures in the unit, including toilet, lavatory, kitchen sink, and single piece 'roll-in' shower unit. Provide new hardware & trim.
 - d. Roll-in shower unit per specification to include all accessories (surface mount soap dispenser, shower rod, shower curtain, water dam, shower head and valve, shower drain). At ADA unit provide ADA shower seat and grab bars.
 - e. Provide new instantaneous water heaters to Silver Sage Units and Building C

- f. Provide drywell for condensate drainage
- 2) HVAC
 - a. Provide new furnace & air conditioning units w/ condenser to the Silver Sage units, and Building C. Utilize existing thermostats.
 - b. Provide new bathroom exhaust fans.
- 3) EXCLUSIONS
 - a. Fire Sprinkler System (not required)
 - b. Furnaces w/ AC & water heaters at all John McGraw units

DIV 16 – ELECTRICAL

- 1) Demo & replace all devices including outlets, light switches, and datacom outlets
- 2) Demo & replace all light fixtures
- 3) Provide ArcFault CB revisions to unit panels.
- 4) Provide replacement of smoke detectors/CO2 detectors.
- 5) Provide Ceiling Fan/light fixture combinations for living & bedrooms
- 6) Provide replacement exterior wall Pack fixtures at buildings
- 7) Provide new street lighting fixture heads on existing poles

GENERAL QUALIFICATIONS

- 1) PROPOSAL
 - a. This estimate is based on prequalified subcontractor bids. See Subcontractor bid invite list for participation.
- 2) CONTRACT
 - a. Proposal is based on utilization of AIA A102 Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- 3) SCHEDULE
 - a. GMP Schedule dated 7/1/24 prepared by Plenum Builders (2 pages)
 - i. Multi-phased 12 months; 9/30/24 Mobilize to 9/29/25 final Completion
 - ii. Long Lead / Procurement items:
 - 1. Cabinets & Countertops – A notice to proceed is needed by 7/12/24 for Cabinets and Countertops to meet the project schedule
- 4) CONTINGENCY
 - a. The Owner acknowledges that the cost estimating process is not exact, and therefore, the CMAR's Contingency included in the Construction GMP is to adjust the estimate for quantity and price estimating inaccuracies, and other eventualities which have not been taken into precise account in the establishment of the Construction GMP, including, but not limited to (a) unfavorable bidding from trade contractors, due to market conditions, price increases, lack of competition, and other variables; (b) contract default in payment or performance by a Subcontractor or supplier; (c) costs of corrective work not provided for elsewhere; (d) the cost of minor architectural errors or omissions by the Architect and/or Engineers which, based on

industry standards, should have been included by General Contractor which result in an increase of the Contractor's Work, without increasing the Construction GMP. The CMAR's Contingency shall not be used for any changes in the Contractor's Work either by direction of Architect or Owner or for the correcting of errors and omissions in the project drawings which requires added project work or for unforeseen conditions, including the effects of soil conditions, or for winter protection, overtime, or conditions mandated by any governmental agency.

- 5) INSURANCE
 - a. Plenium Builders includes General Liability, Workman's Comp and Auto Insurance
 - b. Plenium Builders includes project-specific Builder's Risk Insurance to cover the work during the course of construction.
- 6) DOCUMENTS
 - a. Silver Sage
 - i. See attached log.
 - b. John McGraw Court
 - i. See attached log.

GENERAL EXCLUSIONS

- 1) Building Department plan check and permit fees
- 2) PLAN CHECK INITIATED CHANGES
- 3) Water & sewer connection fees & assessments
- 4) Gas & power application & service fees
- 5) Monthly utility bills
- 6) Hazardous materials testing & abatement
- 7) Design & Engineering fees
- 8) 3rd-Party owner-provided testing and inspections as required by Washoe County
- 9) Weather-related delays
- 10) Owner Contingency
- 11) Corrections for ADA not specifically shown
- 12) Structural Sheets S001, S002, S003, S101, S102, S501, (Temporary shoring of foundation, new floor joists, new footings, exterior wall straightening, new exterior walls)
- 13) Mail boxes
- 14) Railings
- 15) Unforeseen conditions

ALTERNATES RE-CAP w/out Markups

- 1. ADD \$46,192 (w/o markups) – Replace Bark Mulch with 50% DG / 40% River Rock
- 2. ADD \$37,400 (w/o markups) – Refresh Existing Bark w/ 4" top dressing

EXHIBIT C - GMP PROPOSAL

ALLOWANCES RE-CAP w/out Markups

1. \$5,000 Silver Sage Monument Signage
2. \$5,000 John McGraw Monument Signage



Personnel Billing Rates // July 2023

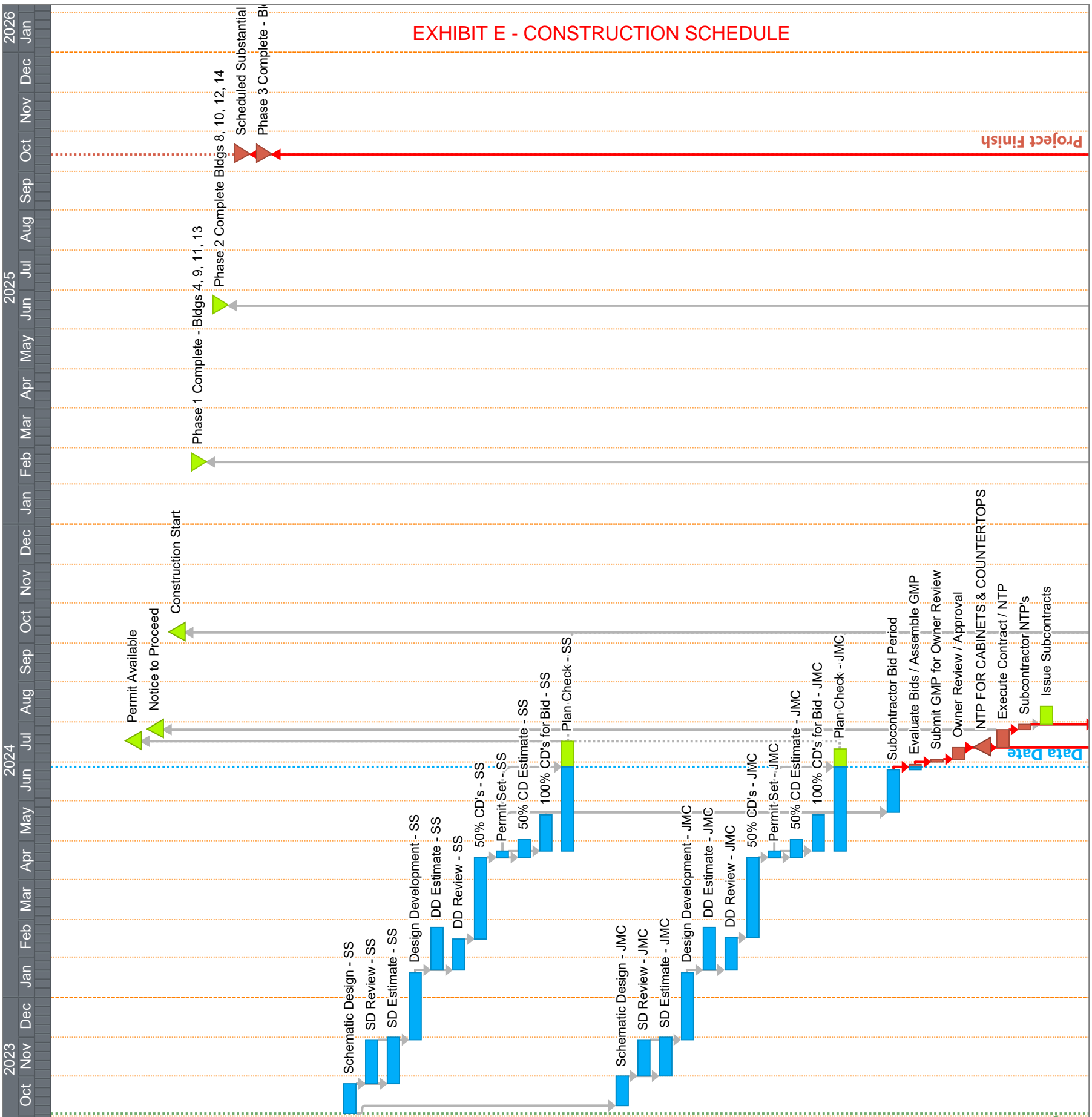
Preconstruction Department

825 Steneri Way, Sparks, NV 89431 • (775) 398-0123
 LIC: NV 76482 B • CA 983684 B • AZ 334246 • ID 60945

Job Description	Rate (\$/HR)
Project Executive	130
Senior Preconstruction Manager	110
Senior Project Manager	120
Project Manager	110
Assistant Project Manager	85
Project Engineer *	80
Chief Estimator	125
Estimator	110
Preconstruction Manager	90
Project Administrator *	55
Safety Manager	85
General Superintendent Custom Homes	110
Senior Superintendent	120
Superintendent *	110
Assistant Superintendent *	85
Carpenter Foreman *	75
Logistics Coordinator	75
Carpenter *	70
Apprentice Carpenter *	60
Laborer Foreman *	65
Laborer *	55

* For these positions, overtime is calculated at 1.5 times the hourly rate.

* Plenium Builders reserves the right to update these annually based on inflation and other cost factors.



ID	Description	Original Duration	Start	Finish	Responsibility
MILE-30	Permit Available	0	07/17/24		CITY
MILE-20	Notice to Proceed	0	07/26/24		RHA
MILE-40	Construction Start	0	10/09/24		PLENIUM
MILE-50	Phase 1 Complete - Bldgs 4, 9, 11, 13	0	02/17/25		PLENIUM
MILE-60	Phase 2 Complete Bldgs 8, 10, 12, 14	0	06/18/25		PLENIUM
MILE-10	Scheduled Substantial Completion	0	10/13/25		PLENIUM
MILE-70	Phase 3 Complete - Bldgs 2, 3, 5, 6, 7	0	10/13/25		PLENIUM

PRECONSTRUCTION

Design - Silver Sage

PRE-10	Schematic Design - SS	17	10/03/23A	10/25/23A	JK
PRE-20	SD Review - SS	21	10/26/23A	11/28/23A	RHA
PRE-30	SD Estimate - SS	23	10/26/23A	11/30/23A	PLENIUM
PRE-40	Design Development - SS	36	11/29/23A	01/19/24A	JK
PRE-50	DD Estimate - SS	20	01/22/24A	02/23/24A	PLENIUM
PRE-60	DD Review - SS	18	01/22/24A	02/14/24A	RHA
PRE-70	50% CD's - SS	45	02/15/24A	04/17/24A	JK
PRE-80	Permit Set - SS	20	04/18/24A	04/22/24A	JK
PRE-90	50% CD Estimate - SS	20	04/18/24A	05/01/24A	PLENIUM
PRE-85	100% CD's for Bid - SS	1	04/23/24A	05/20/24A	JK
PRE-100	Plan Check - SS	64	04/23/24A	07/16/24	CITY

Design - John McGraw Ct

PRE-110	Schematic Design - JMC	16	10/09/23A	10/31/23A	JK
PRE-120	SD Review - JMC	18	11/01/23A	11/28/23A	RHA
PRE-130	SD Estimate - JMC	20	11/01/23A	11/30/23A	PLENIUM
PRE-140	Design Development - JMC	36	11/29/23A	01/19/24A	JK
PRE-150	DD Estimate - JMC	20	01/22/24A	02/23/24A	PLENIUM
PRE-160	DD Review - JMC	19	01/22/24A	02/15/24A	RHA
PRE-170	50% CD's - JMC	44	02/16/24A	04/17/24A	JK
PRE-180	Permit Set - JMC	22	04/18/24A	04/22/24A	JK
PRE-190	50% CD Estimate - JMC	20	04/18/24A	05/01/24A	PLENIUM
PRE-185	100% CD's for Bid - JMC	29	04/23/24A	05/20/24A	JK
PRE-200	Plan Check - JMC	64	04/23/24A	07/10/24	CITY

Bidding

PRE-210	Subcontractor Bid Period	15	05/23/24A	06/24/24A	PLENIUM
PRE-220	Evaluate Bids / Assemble GMP	6	06/25/24A	06/28/24	PLENIUM
PRE-230	Submit GMP for Owner Review	2	07/01/24	07/02/24	PLENIUM
PRE-240	Owner Review / Approval	6	07/03/24	07/11/24	RHA
PRE-245	NTP FOR CABINETS & COUNTERTOPS	0	07/12/24		RHA
PRE-250	Execute Contract / NTP	10	07/12/24	07/25/24	RHA
PRE-260	Subcontractor NTP's	2	07/26/24	07/29/24	PLENIUM
PRE-270	Issue Subcontracts	10	07/30/24	08/12/24	PLENIUM

Procurement



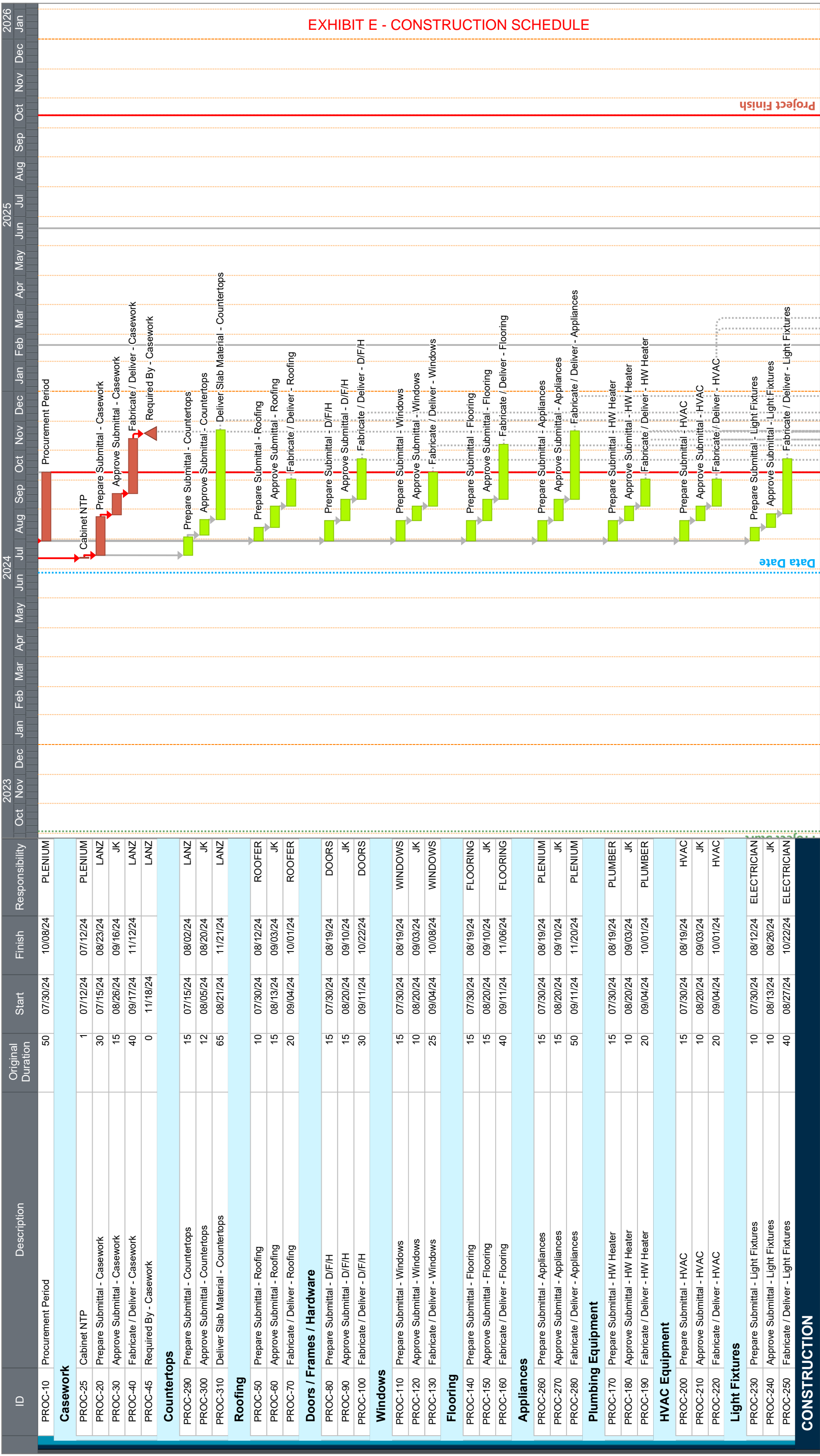


EXHIBIT E - CONSTRUCTION SCHEDULE



Silver Sage / John McGraw Ct
 Reno Housing Authority
 GMP Proposal Schedule

Start Date: 10/03/23
 Finish Date: 10/13/25
 Data Date: 06/27/24
 Run Date: 08/20/24
 Silver Sage John McGraw GMP Schedule 2024_0820.ppx
 Page 2A

CONSTRUCTION

Project Finish

Data Date

Procurement Period

Cabinet NTP

Prepare Submittal - Casework

Approve Submittal - Casework

Fabricate / Deliver - Casework

Required By - Casework

Prepare Submittal - Countertops

Approve Submittal - Countertops

Deliver Slab Material - Countertops

Prepare Submittal - Roofing

Approve Submittal - Roofing

Fabricate / Deliver - Roofing

Prepare Submittal - D/F/H

Approve Submittal - D/F/H

Fabricate / Deliver - D/F/H

Prepare Submittal - Windows

Approve Submittal - Windows

Fabricate / Deliver - Windows

Prepare Submittal - Flooring

Approve Submittal - Flooring

Fabricate / Deliver - Flooring

Prepare Submittal - Appliances

Approve Submittal - Appliances

Fabricate / Deliver - Appliances

Prepare Submittal - HW Heater

Approve Submittal - HW Heater

Fabricate / Deliver - HW Heater

Prepare Submittal - HVAC

Approve Submittal - HVAC

Fabricate / Deliver - HVAC

Prepare Submittal - Light Fixtures

Approve Submittal - Light Fixtures

Fabricate / Deliver - Light Fixtures

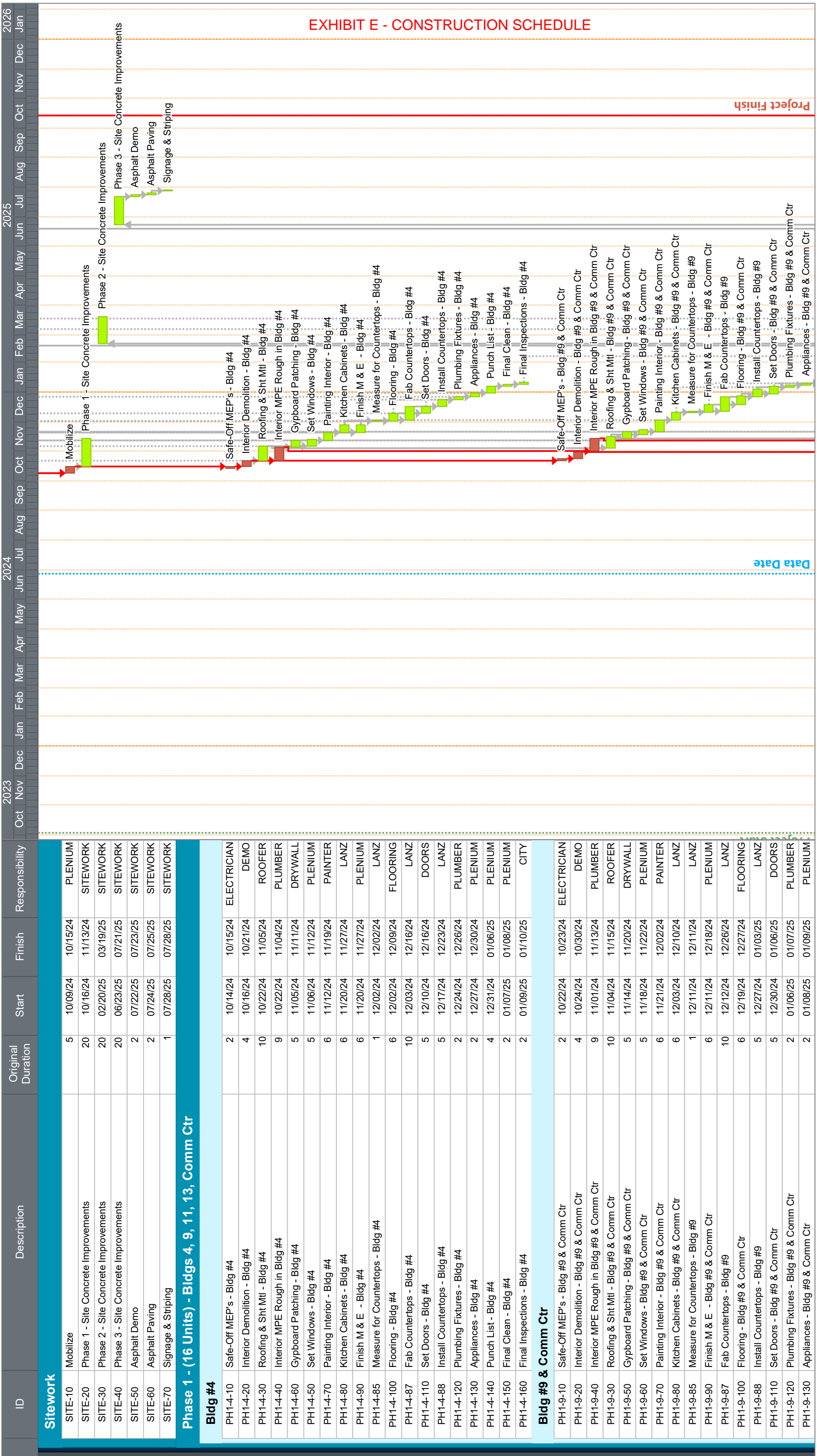


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Project Finish

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Reno Housing Authority
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Silver Sage John McGraw GMP Schedule 2024_0820.ppx
Page 3A



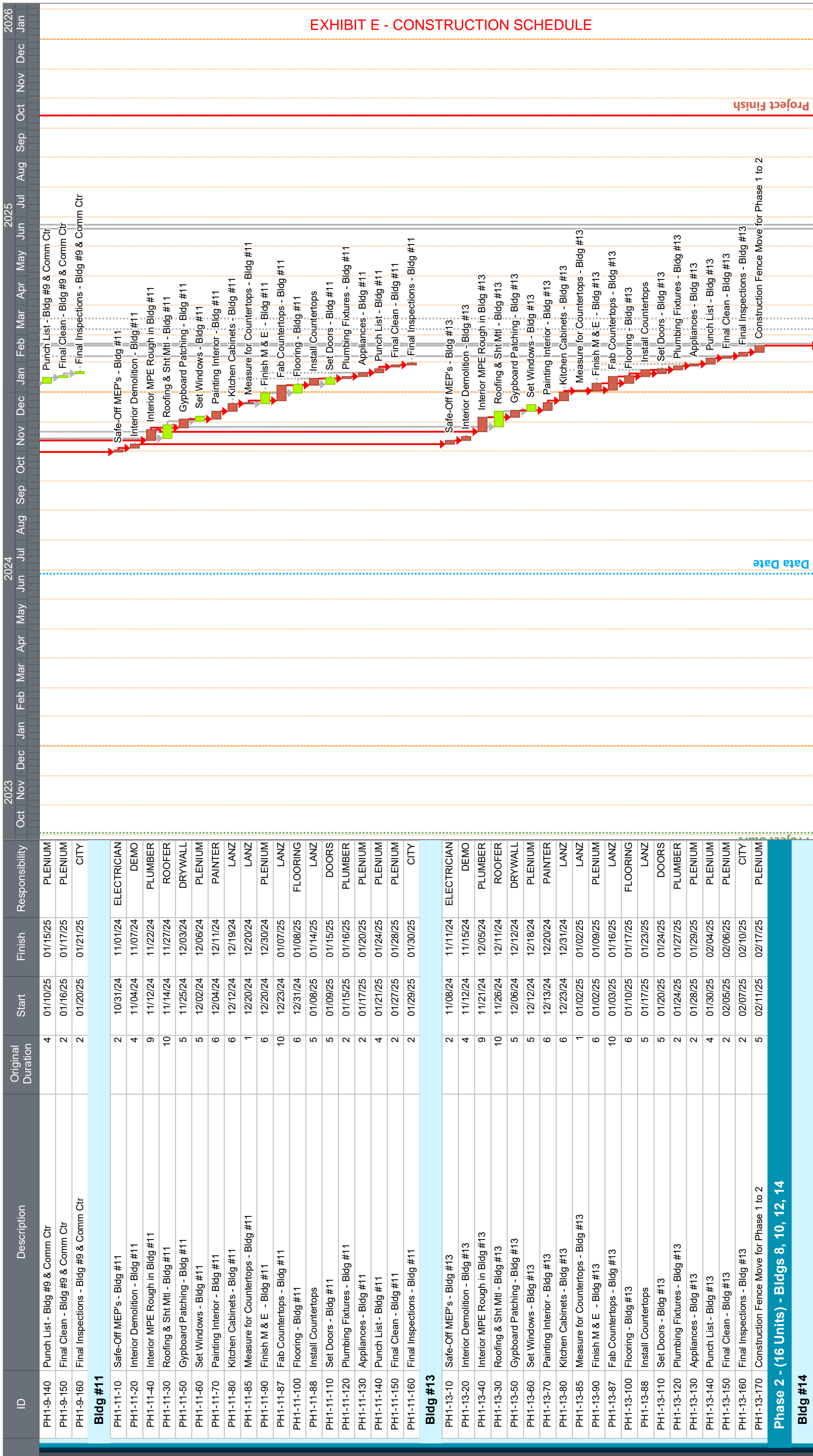


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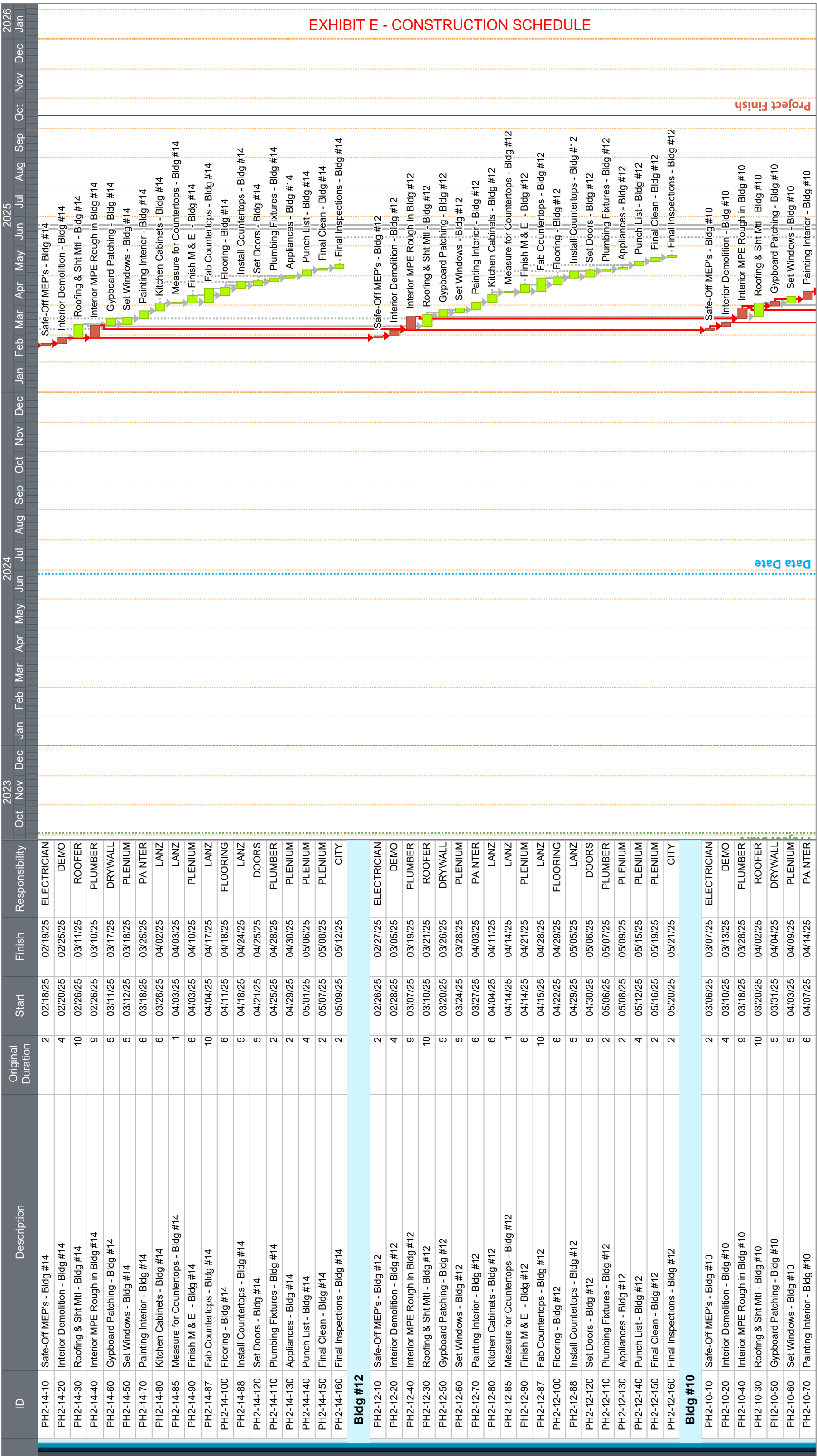


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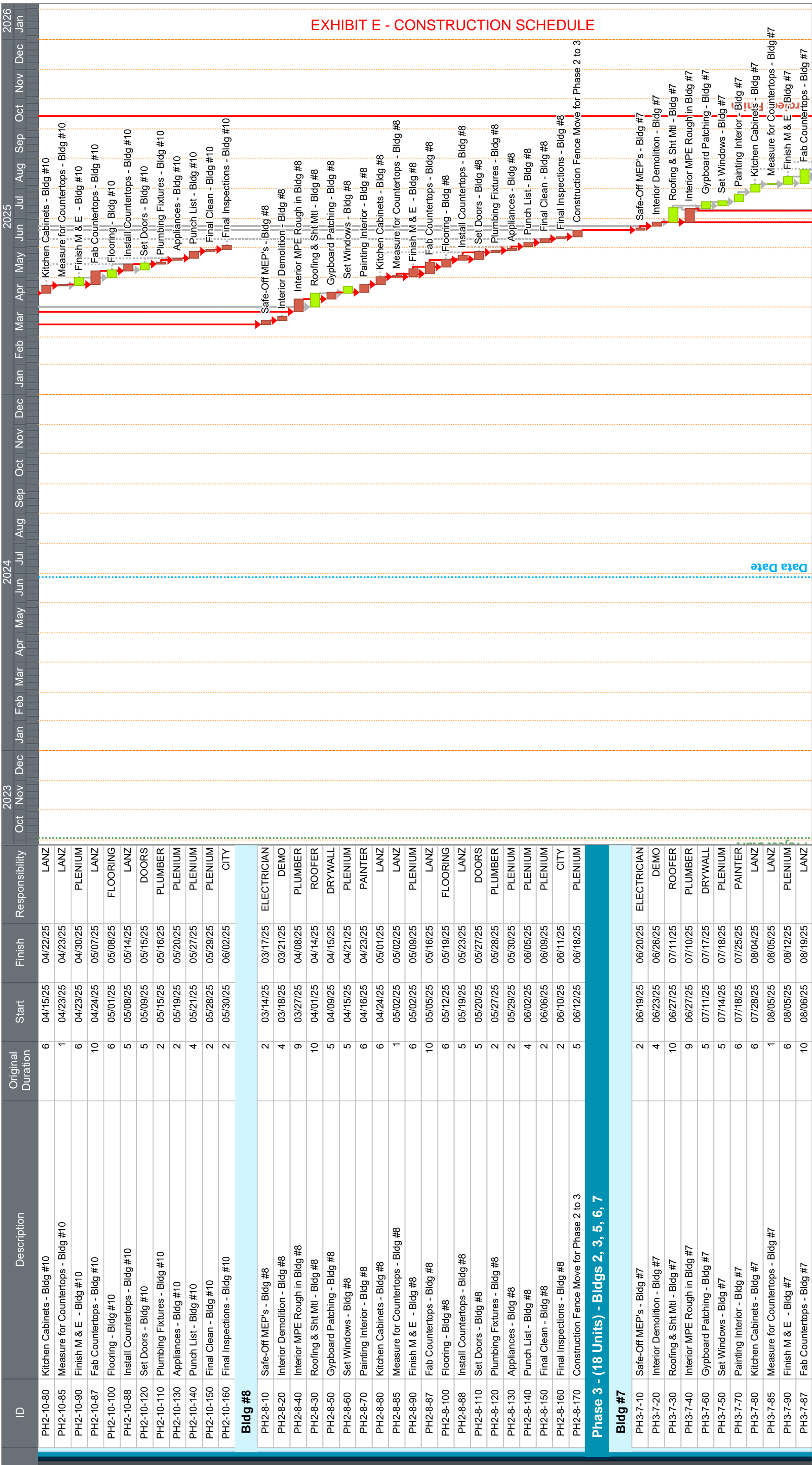


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 Silver Sage John McGraw GMP Schedule 2024_0820.ppx
 Page 5A

Project Finish

Data Date

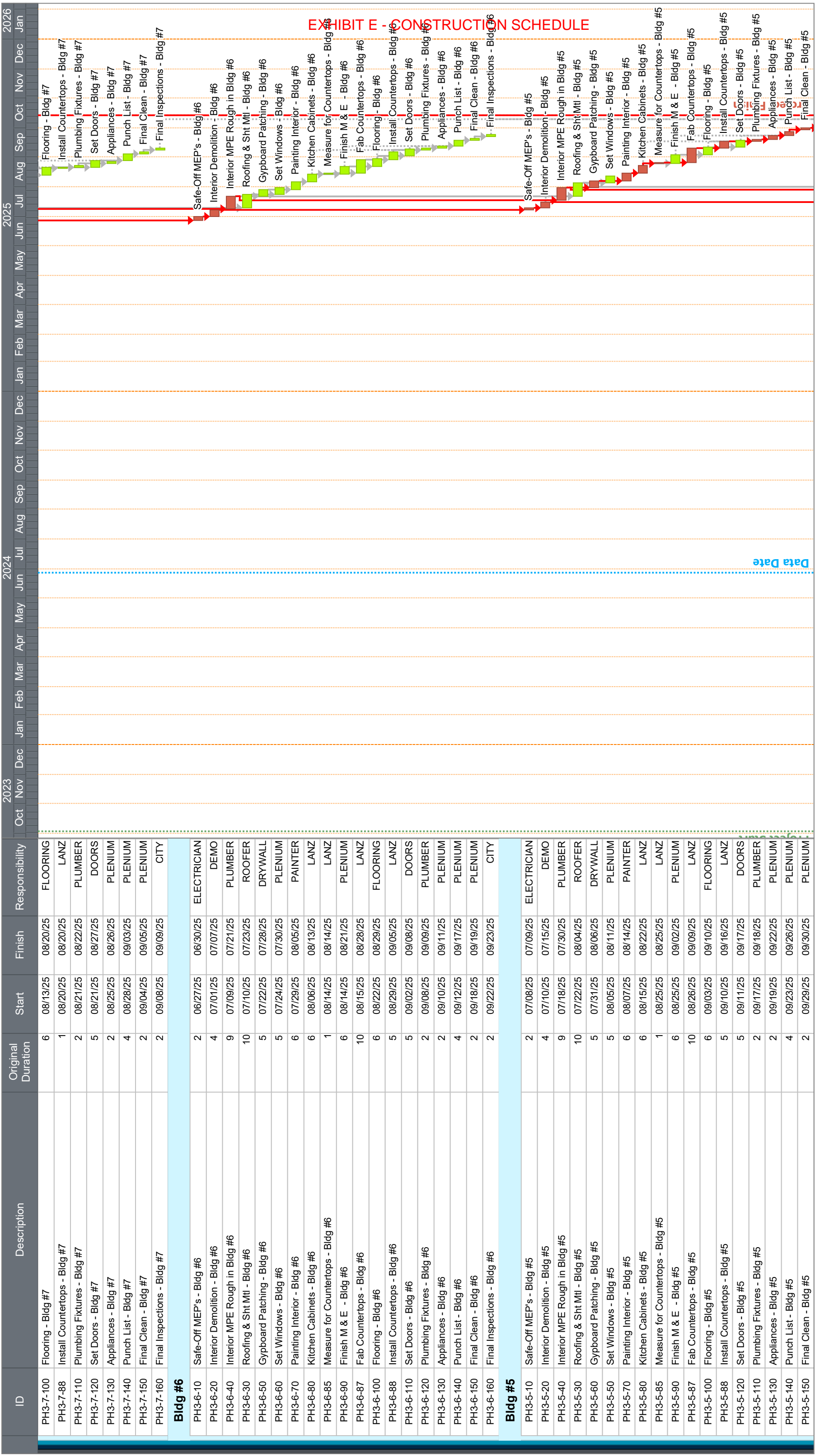


Silver Sage / John McGraw Ct
Reno Housing Authority
GMP Proposal Schedule

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 Silver Sage John McGraw GMP Schedule 2024_0820.ppx
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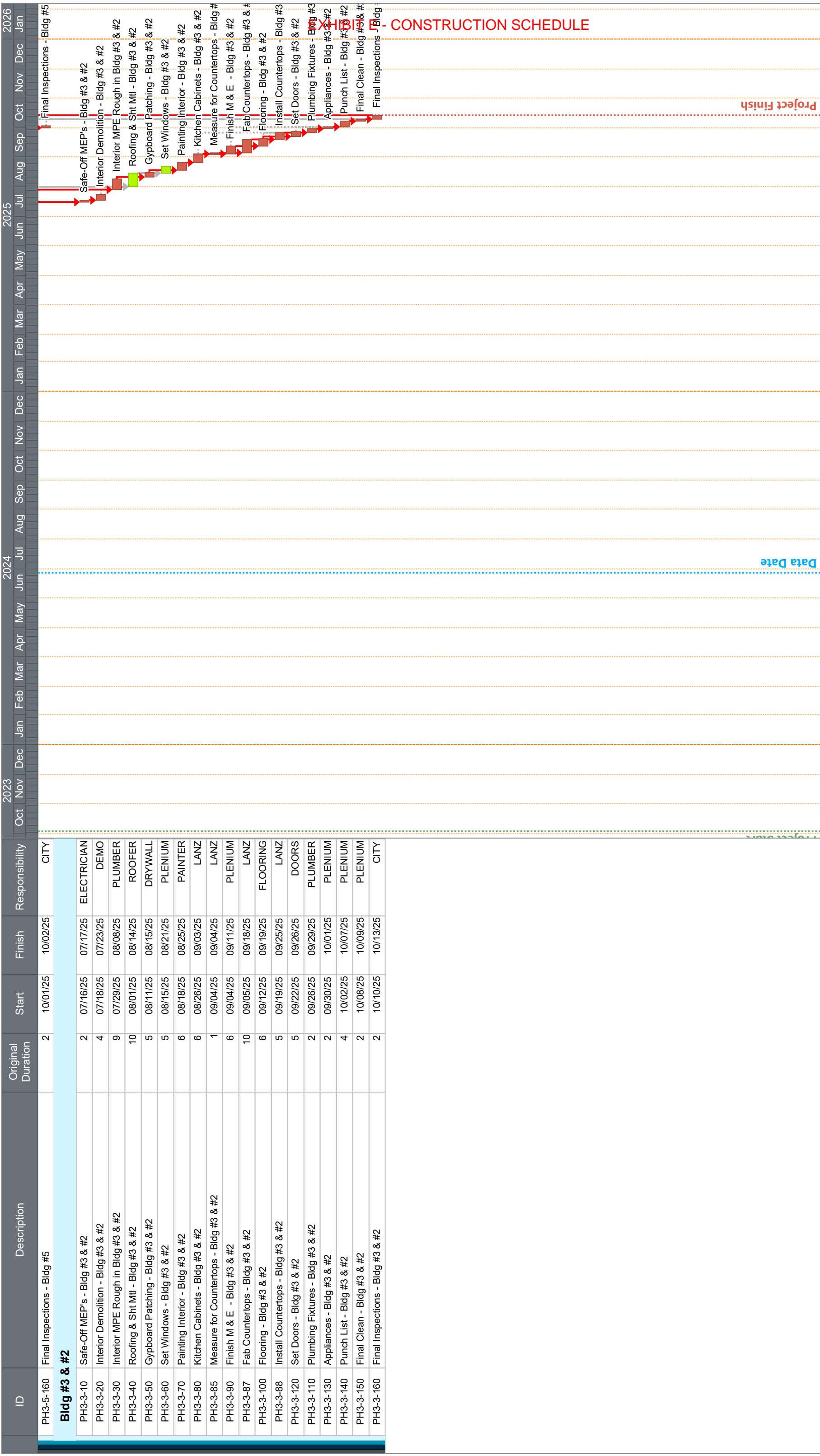
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GMP Proposal Schedule

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 Run Date: 08/20/24
 Silver Sage John McGraw GMP Schedule 2024_0820.ppx

Silver Sage / John McGraw Ct
Reno Housing Authority
GMP Proposal Schedule

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EXHIBIT F	
John McGraw Court	
Schedule of Values	
1 - General Conditions	193,890
2 - Sitework	887,566
3 - Concrete	-
4 - Masonry	-
5 - Metals	-
6 - Carpentry	355,715
7 - Insulation & Roofing	317,185
8 - Windows & Doors	223,935
9 - Finishes	369,991
10 - Accessories	38,645
11 - Appliances	77,386
12 - Window Treatments	28,697
15 - Mechanical	588,627
16 - Electrical	320,904
GL Insurance	34,025
Builder's Risk Insurance	34,025
Bond	22,308
CMAR Contingency	112,994
Overhead	69,412
CMAR Fee	204,152
TOTAL GMP	3,879,457

Supplementary Conditions of the Contract for Construction

Public reporting burden for this collection of information is estimated to average 30 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 information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to set forth the obligations of the contractor or subcontractor performing under the covered contract. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

Article 1 – Labor Standards

Instructions

Whenever only FHA mortgage insurance is involved, use paragraph (A) and (C) of Article 1 – Labor Standards. Whenever any direct form of assistance (Section 8, Section 202/811 Capital Advance, grants etc.) is involved, use paragraphs (A) and (B) and (C) of Article 1 – Labor Standards.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted or insured by the United States of America and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification

requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs A.1.(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the

same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each

helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau

of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm

ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

3. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. The Contractor will be required to execute FHA Form No. 2403-A, Contractor's Prevailing Wage Certificate, as a condition precedent to insurance by the Federal Housing Administration of that certain mortgage loan, or an advance thereof, made or to be made by the mortgagee in connection with the construction of the project.

Article 2 – Equal Employment Opportunity

The applicant hereby agrees that it will incorporate or cause to be

incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will 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 the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, 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.

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will 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.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract 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, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

I. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Article 3 – Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

(Applicable to Section 236 projects, where the estimated replacement cost of the project as determined by the Secretary of Housing and Urban Development exceeds \$500,000, and to all projects, including Section 236 regardless of estimated replacement cost, receiving rent supplement assistance under Title I, Section 101 of the Housing and Urban Development Act of 1965.)

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the unit of local government or the metropolitan area (or nonmetropolitan county) as determined by the Secretary of Housing and Urban Development in which the projects located and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project.

Article 4 – Health and Safety

A. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

B. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

C. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development of the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT H - Davis Bacon Nevada Residential Wage Determination

"General Decision Number: NV20240044 03/22/2024

Superseded General Decision Number: NV20230044

State: Nevada

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

County: Washoe County in Nevada.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/22/2024

EXHIBIT H - Davis Bacon Nevada
Residential Wage Determination

ELEC0401-002 08/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 29.40	11.16

ENGI0012-006 10/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(6) Loader.....	\$ 50.77	30.85
(8) Paver (Asphalt, Aggregate, and Concrete)....	\$ 51.27	30.85

LAB00169-001 10/01/2022

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 30.05	15.02
(3) Mason Tender- Cement/Concrete.....	\$ 30.30	15.02
(4) Pipelayer.....	\$ 30.55	15.02

* PAIN0567-005 01/01/2024

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 34.24	15.45

SHEE0026-003 09/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 43.88	29.05

* SUNV2014-030 09/08/2016

	Rates	Fringes
CARPENTER.....	\$ 17.82	0.00
CEMENT MASON/CONCRETE FINISHER...\$ 17.00 **		0.00
IRONWORKER, REINFORCING.....	\$ 19.78	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.16	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 24.11	0.00
PAINTER: Spray.....	\$ 20.50	0.00
PLUMBER.....	\$ 26.16	0.00
ROOFER.....	\$ 18.50	0.00

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

EXHIBIT H - Davis Bacon Nevada
Residential Wage Determination

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

EXHIBIT H - Davis Bacon Nevada
Residential Wage Determination

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION"

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 7

August 27, 2024

SUBJECT: Discussion and possible approval to enter into a contract for up to \$2,105,848 with Plenium Builders for General Contract Services for the Silver Sage Court Rehabilitation Project.

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

Plenium Builders was selected as Construction Manager at Risk (CMAR) for the Silver Sage Court Rehab project through a competitive RFQ process in the fall of 2023. The Board approved entering into a preconstruction services contract for the project in September 2023 for \$3,000. The pre-construction services included collaborating with the design team during the design phase, project review and consultation services, conducting value analysis, managing scheduling, logistics, phasing, and providing a guaranteed maximum price (GMP) for the project.

Plenium Builders worked diligently with the project's design team since being awarded the contract. Following the completion of the plan set, they gathered competitive bids from all required trades to create a GMP. They reviewed the draft GMP with RHA's Development Department to identify potential cost savings and budget items that needed an additional round of bids to secure a more competitive price. In July 2024, the Board of Commissioners approved Plenium's proposed GMP of \$2,105,848. Since approval of the GMP, RHA staff has worked with Plenium to finalize a construction contract. That contract is now finalized and ready to be approved and executed. Following the execution of the construction contract, Plenium is set to begin Phase 1 of the Silver Sage Court Rehab project in October.

The contract reflects the already approved GMP of \$2,105,848 and includes the same terms and conditions as RHA's contract with Plenium for the Dick Scott Manor project. Important terms include:

- 5% retention for the duration of the project.
- Excludes contingency out of savings.
- If the project comes under budget and there are savings for the cost of the work, that will be split 50/50 between RHA and Plenium.

RHA is seeking approval by the Board of Commissioners to enter into a construction contract with a \$2,105,848 GMP with Plenium Builders for the Silver Sage Court Rehab project. Furthermore, RHA is seeking authorization of the Executive Director, Hilary Lopez, Ph.D., to sign and execute all required documents.

Staff Recommendation and Motion:

Staff recommends that the Board of Commissioners motion to approve entering into a construction contract with a \$2,105,848 GMP with Plenium Builders for the Silver Sage Court Rehab project and authorize, Executive Director, Hilary Lopez, Ph.D., to sign and execute all required documents.



AIA® Document A102® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 19th day of July in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Housing Authority of the City of Reno
1525 East Ninth Street
Reno, NV 89512
775-329-3630

and the Contractor:
(Name, legal status, address and other information)

Plenium Builders
825 Steneri Way
Sparks, NV 89431
775-398-0123

for the following Project:
(Name, location and detailed description)

Silver Sage Court Remodel
2455 Orovada Street
Sparks, NV 89431
APN No. 026-284-30
Project No. 11335

The Architect:
(Name, legal status, address and other information)

JK Architecture Engineering
11661 Blocker Dr., Suite #220
Auburn, CA 95603
530-883-8117

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

User Notes:

(1884904002)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	RELATIONSHIP OF THE PARTIES
4	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
5	CONTRACT SUM
6	CHANGES IN THE WORK
7	COSTS TO BE REIMBURSED
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EXHIBIT A	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Upon receipt of required permits, receipt of Notice to Proceed plus receipt of this Agreement executed, and a mutually agreed-to start date, (whichever occurs last).

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than (369) calendar days from the date of commencement of the Work.
- By the following date:

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

Percentage of Cost of the Work: Six percent (6%) fee plus two percent (2%) overhead. Builder's Risk is calculated at one percent (1%), General Liability insurance at one percent (1%) and Bond at 0.6%.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

Percentage of Cost of the Work: Six percent (6%) fee plus two percent (2%) overhead. Builder's Risk is calculated at one percent (1%), General Liability insurance at one percent (1%) and Bond at 0.6%.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed one hundred percent (100%) of the standard rental rate paid at the place of the Project.

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§ 5.1.5 Unit prices, if any: N/A

§ 5.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

\$300 per day

§ 5.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

Shared savings on the GMP (excluding any contingency) of fifty percent (50%) to the Owner and fifty percent (50%) to the Contractor. The savings shall be calculated at final payment.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed two million, one hundred five thousand, eight hundred forty-eight dollars (\$2,105,848.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See Exhibit C – GMP Proposal	

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
See Exhibit C – GMP Proposal		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
See Exhibit C – GMP Proposal	

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

See Exhibit C – GMP Proposal

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

The salaries including burden and benefits of the Contractor's Project Director, Project Manager, Project Engineer, Project Administrator, Project Superintendent, VP Operations, Assistant Superintendent, Safety Director, Foreman, Scheduler and Estimators to the extent such Work is directly attributable to the project.

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

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§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification. Hourly Labor Rates shall be per Exhibit D and accepted as Cost of the Work.

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. General Liability insurance will be charged at a rate of 1% times the Cost of the Work.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval. A lump sum amount of \$6,000 will be billed as Cost of the Work for the Procure collaboration website.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be

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included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is

awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the tenth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. Contractor shall provide Owner with a schedule of values as an Exhibit.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which

the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified; and
- .4 The Contractor’s Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner’s auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 12.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant

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to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Upon mutual agreement

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the

disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

All late payments will accrue interest at a nominal rate of twelve percent (12%) per annum from the due date, compounded monthly. All payments received will first be applied to interest outstanding then any remainder will be applied to the oldest invoice outstanding.

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15 of AIA Document A201–2017
- Litigation governed by Nevada law, with jurisdiction in the Second Judicial District Court of Nevada.
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that

Init.

- bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
 - .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

The Contractor shall be paid for the Work performed to date and any proven loss, cost or expense in connection with the Work including all demobilization costs plus remaining overhead and profit as established by current estimate, and any attorney’s fees and costs.

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor’s Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner’s representative:

(Name, address, email address and other information)

Hilary Lopez, Ph.D.
Housing Authority of the City of Reno
1525 E. 9th Street
Reno, NV 89512
775-445-9821
hlopez@renoaha.org

J.D. Klippenstein, Director of Development
Housing Authority of the City of Reno
1525 E. 9th Street
Reno, NV 89512
775-329-3630, ext. 212
jklippenstein@renoaha.org

Nestor Garcia
775-445-9821
ngarcia@renoaha.org

§ 15.3 The Contractor’s representative:

(Name, address, email address and other information)

Jennifer MacQuarrie, Project Manager
Plenium Builders
825 Steneri Way
Sparks, NV 89431

Init.

775-870-2542
jmacquarrie@pleniumbuilders.com

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

N/A

§ 15.7 Other provisions:

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

- .1 Standard Form of Agreement Between Owner and Contractor, AIA Document A102™–2017
- .2 General Conditions of the Contract for Construction, AIA Document A201™–2017
- .3 Exhibit A - Insurance and Bonds, AIA Document A102™–2017
- .4 Exhibit B – Drawing Log
- .5 Exhibit C – Contractor's GMP Proposal
- .6 Exhibit D – Contractor's Billing Rates
- .7 Exhibit E – Contractor's Construction Schedule
- .8 Exhibit F – Schedule of Values
- .9 Exhibit G – Form HUD 2554
- .10 Exhibit H – Davis Bacon Nevada Residential Wage Determination

This Agreement entered into as of the day and year first written above.

OWNER (*Signature*)

Hilary Lopez, Ph.D., Executive Director /
Contracting Officer

(*Printed name and title*)

CONTRACTOR (*Signature*)

Tobin Basta, President

(*Printed name and title*)

Init.

/



AIA[®] Document A102[®] – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 19th day of July in the year 2024.
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

Silver Sage Court Remodel
2455 Orovada Street
Sparks, NV 89431

THE OWNER:
(Name, legal status and address)

Housing Authority of the City of Reno
1525 East Ninth Street
Reno, NV 89512

THE CONTRACTOR:
(Name, legal status and address)

Plenium Builders
825 Steneri Way
Sparks, NV 89431

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201TM-2017, General Conditions of the Contract for Construction. Article 11 of A201TM-2017 contains additional insurance provisions.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.2

Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

Regardless of who provides All-Risk insurance, Owner shall maintain property insurance coverage on existing structures to cover any loss during construction.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below. N/A

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than two million (\$2,000,000) each occurrence, two million (\$2,000,000) general aggregate, and two million (\$2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million (\$1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than one million (\$1,000,000) each accident, one million (\$1,000,000) each employee, and one million (\$1,000,000) policy limit.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

N/A

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ A.3.3.2.2 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ A.3.3.2.3 Property insurance on an "all-risks" completed value form, covering property owned by the

Contractor and used on the Project, including scaffolding and other equipment.

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows: N/A





Printed on Mon Jul 1, 2024 at 10:16 am PDT
 Job #: 11193 / 11194 RHA Silver Sage & John McGraw Apartments Remodel
 2455 Orovada Street
 Sparks, Nevada 89431

Exhibit B - Drawing Log

Silver Sage - GMP - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G1.0	COVER SHEET	0	04/22/2024	04/22/2024	100% CD (04/22/24)
G2.1	BUILDING CODE ANALYSIS TYPE A	0	04/22/2024	04/22/2024	100% CD (04/22/24)
G3.1	ACCESSIBILITY DETAILS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
G4.1	SHEET SPECS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
G4.2	SHEET SPECS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
Architectural					
A1.1	ARCHITECTURAL SITE PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
A1.2	ENLARGED SITE PLAN -PHASE 1	0	04/22/2024	04/22/2024	100% CD (04/22/24)
A1.3	ENLARGED SITE PLAN -PHASE 2	0	04/22/2024	04/22/2024	100% CD (04/22/24)
A8.1	ARCHITECTURAL DETAILS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AA2.1	TYPE A - FLOOR PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AA2.4	TYPE A - ROOF PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AA3.1	TYPE A - EXTERIOR ELEVATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AA4.1	TYPE A - SECTIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AU2.1.1	TYPICAL UNIT PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AU2.1.3	TYPICAL UNIT - WINDOW AND DOOR SCHEDULES	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AU2.2.1	ACCESSIBLE UNIT PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
AU2.2.3	ACCESSIBLE UNIT- WINDOW AND DOOR SCHEDULES	0	04/22/2024	04/22/2024	100% CD (04/22/24)
Structural					
S001	GENERAL NOTES	0	04/19/2024	04/22/2024	100% CD (04/22/24)
S002	TYPICAL WOOD DETAILS	0	04/19/2024	04/22/2024	100% CD (04/22/24)
S003	SCHEDULES AND TYPICAL DETAILS	0	04/19/2024	04/22/2024	100% CD (04/22/24)
S101	FOUNDATION / FLOOR FRAMING PLAN	0	04/19/2024	04/22/2024	100% CD (04/22/24)
S102	ROOF FRAMING PLAN	0	04/19/2024	04/22/2024	100% CD (04/22/24)
Civil					
T-1	SITE REHABILITATION PLANS	0	01/25/2024	05/20/2024	100% CD (04/22/24)
DP-1	DEMOLITION PLAN	0	01/25/2024	05/20/2024	100% CD (04/22/24)
S-1	SITE PLAN	0	01/25/2024	05/20/2024	100% CD (04/22/24)
G-1	GRADING / EROSION CONTROL PLAN	0	01/25/2024	05/20/2024	100% CD (04/22/24)
U-1	UTILITY PLAN	0	01/25/2024	05/20/2024	100% CD (04/22/24)
D-1	DETAIL SHEET	0	01/25/2024	05/20/2024	100% CD (04/22/24)
D-2	DETAIL SHEET	0	01/25/2024	05/20/2024	100% CD (04/22/24)
Landscape					



Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L1	Landscape Cover Sheet	0	01/24/2024	05/20/2024	100% CD (04/22/24)
L2	Tree Mitigation/Protection Plan	0	01/24/2024	05/20/2024	100% CD (04/22/24)
L3	Landscape Plan	0	01/24/2024	05/20/2024	100% CD (04/22/24)
L4	Mulch Plan	0	01/24/2024	05/20/2024	100% CD (04/22/24)
L5	2-Wire Irrigation Plan	0	01/24/2024	05/20/2024	100% CD (04/22/24)
L6	Landscape and Irrigation Details	0	01/24/2024	05/20/2024	100% CD (04/22/24)
L7	Landscape and Irrigation Details	0	01/24/2024	05/20/2024	100% CD (04/22/24)
Plumbing					
PA0.1	PLUMBING ABBREV., NOTES, SPECS., SYMBOLS AND SHEET INDEX	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PA0.2	PLUMBING SCHEDULES, DETAILS AND CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PSA1.1	PLUMBING DEMOLITION TYPE A FLOOR PLAN - WASTE & VENT	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PSA2.1	PLUMBING TYPE A FLOOR PLAN - WASTE & VENT	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PWA1.1	PLUMBING DEMOLITION TYPE A FLOOR PLAN - WATER & GAS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
PWA2.1	PLUMBING TYPE A FLOOR PLAN - WATER & GAS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
Mechanical					
MA0.1	MECHANICAL ABBREV., NOTES, SYMBOLS, SHEET INDEX AND SPECS.	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MA0.2	MECHANICAL SCHEDULES AND DETAILS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MA1.1	MECHANICAL DEMOLITION TYPE A FLOOR PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MA2.1	MECHANICAL TYPE A FLOOR PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MA8.1	MECHANICAL IECC CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
MA8.2	MECHANICAL HVAC CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
Electrical					
E0.1	ELECTRICAL LEGEND, SPECIFICATION, & DRAWING SCHEDULE	0	04/22/2024	04/22/2024	100% CD (04/22/24)
E0.2	ONELINE DIAGRAMS, SCHEDULES & CALCULATIONS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
E1.1	ELECTRICAL SITE NEW WORK PLAN	1	06/10/2024	06/10/2024	RFI #5 (06/10/24)
EA1.1	TYPE A ELECTRICAL DEMOLITION PLANS	0	04/22/2024	04/22/2024	100% CD (04/22/24)
EA2.1	TYPE A ELECTRICAL NEW WORK PLAN	0	04/22/2024	04/22/2024	100% CD (04/22/24)

EXHIBIT B - DRAWING LOG

- RFI #1 - Plumbing Fixture Selections**
- RFI #2 - Interior Finish Selections**
- RFI #3 - Roofing / Rakewall**
- RFI #4 - Water Heaters/Drywell**
- RFI #5 - Power to Backflow Devices**
- RFI #6 - Flooring & Underlayment**
- RFI #7 - Attic Insulation**
- RFI #8 - Doors & Hardware**



July 10, 2024

Reno Housing Authority
John McGraw Ct. & Silver Sage

GMP Proposal

GMP Proposal Summary

	John McGraw	Silver Sage
General Conditions	193,890	106,865
Cost of the Work	3,208,651	1,739,411
1% General Liability Insurance	34,025	18,463
1% Builder's Risk Insurance	34,025	18,463
2% Overhead & 6% CMAR Fee	273,564	148,441
Performance & Payment Bond	22,308	12,870
Sub-Total	\$3,766,463	\$2,063,803
3% CMAR Contingency	112,994	61,335
TOTAL	\$3,879,457	\$2,105,848

Alternate Adds Summary (w/o markups)

	John McGraw	Silver Sage
Replace Bark Mulch w/ 50% DG / 50% River Rock	46,192	In JM
Refresh Existing Bark w/ 4" Top Dressing	37,400	In JM

Schedule

- GMP Schedule dated 7/1/24 prepared by Plenium Builders (2 pages)
 - Multi-phased 12 months; 9/30/24 Mobilize to 9/29/25 final Completion
 - Long Lead / Procurement items:
 - Cabinets & Countertops – A notice to proceed is needed by 7/12/24 for Cabinets and Countertops to meet the project schedule
- See separate Qualifications / Scope of Work document dated 7/1/24 prepared by Plenium Builders (Pages 1 – 6)

Group	Phase	Description	Takeoff Quantity	Sub Name	Total Cost/Unit	Total Amount
01000		GENERAL CONDITIONS				
	01310	PROJECT MANAGEMENT				
		Project Manager	4.00 MO		4,766.30 /MO	19,065
		Project Engineer	4.00 MO		800.00 /MO	3,200
		Project Administrator	4.00 MO		440.00 /MO	1,760
		Scheduler	4.00 MO		1,000.00 /MO	4,000
		Safety Director	4.00 MO		680.00 /MO	2,720
		PROJECT MANAGEMENT			/MO	30,745
	01312	FIELD PERSONNEL				
		Project Superintendent	4.00 MO		19,030.00 /MO	76,120
		FIELD PERSONNEL			/MO	76,120
		GENERAL CONDITIONS			/MO	106,865
02000		SITework				
	02010	SWPPP				
		Concrete Waste Washout Dumpster	2.00 EA		295.00 /EA	590
		SWPPP Maintenance	2.00 MO		600.00 /MO	1,200
		Street Sweeping	4.00 MO		500.00 /MO	2,000
		Dust Control	2.00 MO		1,500.00 /MO	3,000
		SWPPP			/SF	6,790
	02050	SITE WORK				
		Site Work Bid - includes earthwork, water dist, paving, demo	1.00 LS	FW Carson	114,390.26 /LS	114,390
		Connex Storage	1.00 EA		325.00 /EA	325
		SITE WORK			/SF	114,715
	02225	SELECTIVE DEMOLITION				
		Selective Demolition	1.00 LS	QDC	85,075.00 /LS	85,075
		Continuous Cleanup	17.00 WK		2,200.00 /WK	37,400
		Dumpsters	8.00 EA		600.00 /EA	4,800
		SELECTIVE DEMOLITION			/SF	127,275
	02510	WATER DISTRIBUTION				
		Temp Water	3.00 MO		150.00 /MO	450
		WATER DISTRIBUTION			/SF	450
	02820	FENCES & GATES				
		Temp Construction Chain Link	870.00 LF		5.95 /LF	5,177
		FENCES & GATES			/SF	5,177
	02905	LANDSCAPE SUBCONTRACT				
		Landscape Mulch & Irrigation	1.00 LS	Sunstate	59,699.00 /LS	59,699
		LANDSCAPE SUBCONTRACT			/SF	59,699
	02995	SITE CONCRETE				
		Site Concrete Bid	1.00 LS	Cheek Construction	15,172.00 /LS	15,172
		SITE CONCRETE			/MO	15,172
		SITework			/MO	329,278
06000		WOOD & PLASTICS				
	06105	ROUGH CARPENTRY				
		Rough Carpentry - Backing & Blocking	9,344.00 SF		1.67 /SF	15,622
		Small Tools	4.00 MO		1,100.00 /MO	4,400
		ROUGH CARPENTRY			/SF	20,022
	06165	SIDING				
		Door & Window Trim @ Exterior	1,328.00 LF		15.00 /LF	19,920
		SIDING			/SF	19,920
	06400	FINISH CARPENTRY				
		Wood Base Trim	3,070.00 LF		6.00 /LF	18,420
		Interior Door Casing	300.00 LF		6.00 /LF	1,800
		Interior Window Sill & Apron	512.00 LF		6.00 /LF	3,072
		Pantry & Closet Shelves	15.00 EA		1,200.00 /EA	18,000
		FINISH CARPENTRY			/SF	41,292
	06410	CABINETS				
		Cabinet Bid - Sub	1.00 LS	Lanz Cabinets	81,041.00 /LS	81,041
		CABINETS			/SF	81,041
	06415	COUNTER TOPS				
		Countertops	1.00 LS	Lanz Cabinets	26,736.00 /LS	26,736
		COUNTER TOPS			/SF	26,736
		WOOD & PLASTICS			/SF	189,011
07000		THERMAL/MOISTURE PROTECT				
	07310	SHINGLES				
		R & R Roofing Composite shingles includes demo, gutters & downspouts	1.00 LS	D&D	123,919.00 /LS	123,919
		SHINGLES			/SF	123,919
	07840	FIRESTOPPING				
		Firestopping	16.00 LS		150.00 /LS	2,400
		FIRESTOPPING			/SF	2,400
	07920	JOINT SEALANTS				
		Window Caulking	1,082.00 LF		1.85 /LF	2,002
		Door Frame & casing Caulking	2,704.00 LF		1.13 /LF	3,054
		Wood base Caulking	3,070.00 LF		0.98 /LF	2,993
		Cabinets & Counter Caulking	456.00 LF		2.43 /LF	1,110
		JOINT SEALANTS			/SF	9,158
		THERMAL/MOISTURE PROTECT			/SF	135,477
08000		DOORS & WINDOWS				
	08005	DOOR BID				
		Door & Hardware Bid	1.00 LS	Anchor Door	25,130.00 /LS	25,130
		DOOR BID			/EA	25,130
	08570	CLAD WINDOWS				
		Vinyl Windows Bid W/ install	1.00 LS	Black Rock	69,515.00 /LS	69,515
		First Aid Supplies	4.00 MO		100.00 /MO	400
		Safety Equipment	4.00 MO		250.00 /MO	1,000
		Safety Equipment PPE	4.00 MO		55.00 /MO	220
		CLAD WINDOWS			/SF	71,135
		DOORS & WINDOWS			/SF	96,265
09000		FINISHES				

Group	Phase	Description	Takeoff Quantity	Sub Name	Total Cost/Unit	Total Amount
	09250	GYPSON WALL BOARD				
		R & R Drywall Walls @ Backing & Windows	3,395.00 SF		5.00 /SF	16,975
		GYPSON WALL BOARD			/SF	16,975
	09650	RESILIENT FLOORING				
		Temporary Protection	9,344.00 SF		0.25 /SF	2,336
		Resilient Flooring Bid	1.00 LS	BT Mancini	79,217.00 /LS	79,217
		RESILIENT FLOORING			/SF	81,553
	09910	PAINTING				
		Paint Bid	1.00 LS	Washoe Painting	86,749.00 /LS	86,749
		Temp Heat	1.00 LS		5,000.00 /LS	5,000
		Final Clean	9,344.00 SF		0.50 /SF	4,672
		PAINTING			/SF	96,421
		FINISHES			/SF	194,949
10000		SPECIALTIES				
	10430	EXTERIOR SIGNAGE				
		Exterior Address Letters	16.00 EA		115.32 /EA	1,845
		Monument Signage Allowance	1.00 EA		5,000.00 /EA	5,000
		EXTERIOR SIGNAGE			/SF	6,845
	10810	TOILET ACCESSORIES				
		Toilet Accessories Bid	1.00 LS	Henri's Specialties	12,418.00 /LS	12,418
		TOILET ACCESSORIES			/SF	12,418
		SPECIALTIES			/MO	19,263
11000		EQUIPMENT				
	11450	RESIDENTIAL EQUIPMENT				
		Appliance Bid	1.00 LS	Direct Appliance	35,376.00 /LS	35,376
		RESIDENTIAL EQUIPMENT			/SF	35,376
		EQUIPMENT			/SF	35,376
12000		FURNISHINGS				
	12490	WINDOW TREATMENTS				
		Blinds Bid	1.00 LS	Karlson Window Coverings	10,940.00 /LS	10,940
		WINDOW TREATMENTS			/SF	10,940
		FURNISHINGS			/SF	10,940
15000		MECHANICAL				
	15100	PLUMBING				
		Plumbing Bid - Includes demo, heaters, caulking,piping, fixtures	1.00 LS	Zephyr Plumbing	311,582.00 /LS	311,582
		Chemical Toilet (1/10 mo) 4*2	8.00 MO		225.00 /MO	1,800
		Ice Cups & Water	13.00 WK		25.00 /WK	325
		PLUMBING			/SF	313,707
	15510	HVAC				
		HVAC Bid - Includes demo & furnace rep[acement, exhaust fans	1.00 LS	ACCO	243,662.00 /LS	243,662
		HVAC			/SF	243,662
		MECHANICAL			/SF	557,369
16000		ELECTRICAL				
	16010	ELECTRICAL				
		Electrical Bid	1.00 LS	Nelson Electric	163,710.00 /LS	163,710
		Temp Lights	9,344.00 SF		0.50 /SF	4,672
		Project set up / ISP / Trailers	1.00 EA		2,500.00 /EA	2,500
		Monthly Internet	4.00 MO		150.00 /MO	600
		ELECTRICAL			/SF	171,482
		ELECTRICAL			/SF	171,482

Estimate Totals

Description	Amount	Totals	Rate
Labor	193,373		
Material	35,945		
Subcontract	1,613,184		
Equipment	3,774		
Other			
	<u>1,846,276</u>	1,846,276	
General Liability	18,463		1.000 %
Builders Risk	18,463		1.000 %
Overhead	37,664		2.000 %
CMAR Fee	110,777		6.000 %
	<u>185,367</u>	2,031,643	
P & P Bond	12,870		
	<u>12,870</u>	2,044,513	
CMAR Contingency	61,335		3.000 %
	<u>61,335</u>	2,105,848	
Total		2,105,848	

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
01000		GENERAL CONDITIONS			
	01310	PROJECT MANAGEMENT		/MO	41,650
	01312	FIELD PERSONNEL		/MO	152,240
		GENERAL CONDITIONS		/MO	193,890
02000		SITWORK			
	02010	SWPPP			
		Concrete Waste Washout Dumpster	4.00 EA	295.00 /EA	1,180
		SWPPP Maintenance	8.00 MO	600.00 /MO	4,800
		Street Sweeping	8.00 MO	500.00 /MO	4,000
		Dust Control	4.00 MO	250.00 /MO	1,000
		SWPPP		/SF	10,980
	02050	SITE WORK			
		Site Work Bid - includes demo, paving, earthwork, water dist	1.00 LS	352,205.74 /LS	352,206
		Connex Storage	1.00 EA	325.00 /EA	325
		SITE WORK		/SF	352,531
	02225	SELECTIVE DEMOLITION			
		Selective Demolition	1.00 LS	194,920.00 /LS	194,920
		Continuous Cleanup	34.00 WK	2,200.00 /WK	74,800
		Dumpsters	16.00 EA	650.00 /EA	10,400
		Safety Director	34.00 WK	170.00 /WK	5,780
		Scheduler	34.00 WK	230.00 /WK	7,820
		SELECTIVE DEMOLITION		/SF	293,720
	02510	WATER DISTRIBUTION			
		Temp Water	8.00 MO	150.00 /MO	1,200
		WATER DISTRIBUTION		/SF	1,200
	02820	FENCES & GATES			
		Temp Construction Chain Link	887.00 LF	5.95 /LF	5,278
		FENCES & GATES		/SF	5,278
	02905	LANDSCAPE SUBCONTRACT			
		Landscape Mulch & Irrigation	1.00 LS	140,127.00 /LS	140,127
		LANDSCAPE SUBCONTRACT		/SF	140,127
	02995	SITE CONCRETE			
		Site Concrete Bid	1.00 LS	83,731.00 /LS	83,731
		SITE CONCRETE			83,731
		SITWORK		/SF	887,566
06000		WOOD & PLASTICS			
	06105	ROUGH CARPENTRY			
		Rough Carpentry - Backing & Blocking	18,116.00 SF	1.67 /SF	30,288
		Small Tools	8.00 MO	1,100.00 /MO	8,800
		ROUGH CARPENTRY		/SF	39,088
	06165	SIDING			
		Door & Window Trim	2,822.00 LF	7.18 /LF	20,264
		Door & Window Trim	150.00 LF	7.18 /LF	1,077
		Door & Window Trim	238.00 LF	7.18 /LF	1,709
		SIDING			23,050
	06400	FINISH CARPENTRY			
		Wood Base Trim	6,552.00 LF	3.75 /LF	24,570
		Interior Door Casing	2,380.00 LF	6.00 /LF	14,280
		Interior Window Sill	1,120.00 LF	6.00 /LF	6,720
		FINISH CARPENTRY			45,570
	06410	CABINETS			
		Cabinet Bid - Sub	1.00 LS	189,993.00 /LS	189,993
		CABINETS		/SF	189,993
	06415	COUNTER TOPS			
		Countertops	1.00 LS	58,015.00 /LS	58,015
		COUNTER TOPS		/SF	58,015
		WOOD & PLASTICS		/SF	355,715
07000		THERMAL/MOISTURE PROTECT			
	07310	SHINGLES			
		R & R Roofing Composite shingles includes demo, gutters & downspouts	1.00 LS	292,486.00 /LS	292,486
		SHINGLES		/SF	292,486
	07840	FIRESTOPPING			
		Firestopping	1.00 LS	5,250.00 /LS	5,250
		FIRESTOPPING		/SF	5,250
	07920	JOINT SEALANTS			
		Window Caulking	2,300.00 LF	1.85 /LF	4,255
		Door Frame & casing Caulking	5,746.00 LF	1.13 /LF	6,490
		Wood base Caulking	6,522.00 LF	0.98 /LF	6,359
		Cabinets & Counter Caulking	964.00 LF	2.43 /LF	2,346
		JOINT SEALANTS		/SF	19,449
		THERMAL/MOISTURE PROTECT		/SF	317,185
08000		DOORS & WINDOWS			

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount
	08005	DOOR BID			
		Door & Hardware Bid	1.00 LS	69,130.00 /LS	69,130
		DOOR BID		/EA	69,130
	08570	CLAD WINDOWS			
		Vinyl Windows Bid W/ install	1.00 LS	153,285.00 /LS	153,285
		First Aid Supplies	4.00 MO	100.00 /MO	400
		Safety Equipment	4.00 MO	225.00 /MO	900
		Safety Equipment PPE	4.00 MO	55.00 /MO	220
		CLAD WINDOWS			154,805
		DOORS & WINDOWS		/SF	223,935
09000		FINISHES			
	09250	GYPSUM WALL BOARD			
		R & R Drywall Walls @ Backing Windows	7,215.00 SF	5.00 /SF	36,075
		GYPSUM WALL BOARD		/SF	36,075
	09650	RESILIENT FLOORING			
		Temporary Protection	17,830.00 SF	0.25 /SF	4,458
		Resilient Flooring Bid	1.00 LS	116,577.00 /LS	116,577
		RESILIENT FLOORING		/SF	121,035
	09910	PAINTING			
		Paint Bid	1.00 LS	193,823.00 /LS	193,823
		Temporary Heat	1.00 LS	10,000.00 /LS	10,000
		Finish Clean-up	18,116.00 SF	0.50 /SF	9,058
		PAINTING		/SF	212,881
		FINISHES		/SF	369,991
10000		SPECIALTIES			
	10430	EXTERIOR SIGNAGE			
		Exterior Address Letters	32.00 EA	115.32 /EA	3,690
		Exterior Address Letters	2.00 EA	115.32 /EA	231
		Exterior Address Letters	1.00 EA	115.32 /EA	115
		Monument Signage Allowance	1.00 EA	5,000.00 /EA	5,000
		Project Construction Signage	1.00 LS	2,500.00 /LS	2,500
		EXTERIOR SIGNAGE		/SF	11,536
	10810	TOILET ACCESSORIES			
		Toilet Accessories Bid	1.00 LS	27,109.00 /LS	27,109
		TOILET ACCESSORIES		/SF	27,109
		SPECIALTIES		/SF	38,645
11000		EQUIPMENT			
	11450	RESIDENTIAL EQUIPMENT			
		Appliance Bid	1.00 LS	77,386.00 /LS	77,386
		RESIDENTIAL EQUIPMENT		/SF	77,386
		EQUIPMENT		/SF	77,386
12000		FURNISHINGS			
	12490	WINDOW TREATMENTS			
		Blinds Bid	1.00 LS	28,697.00 /LS	28,697
		WINDOW TREATMENTS		/SF	28,697
		FURNISHINGS		/SF	28,697
15000		MECHANICAL			
	15100	PLUMBING			
		Plumbing Bid - Includes demo, heaters, caulking, piping, fixtures	1.00 LS	511,271.00 /LS	511,271
		Chemical Toilets (1/10 mo) 4*2	48.00 MO	225.00 /MO	10,800
		Ice Cups & Watet	13.00 WK	25.00 /WK	325
		PLUMBING		/SF	522,396
	15510	HVAC			
		HVAC Bid - Includes demo & furnace replacement, exhaust fans	1.00 LS	66,231.00 /LS	66,231
		HVAC		/SF	66,231
		MECHANICAL		/SF	588,627
16000		ELECTRICAL			
	16010	ELECTRICAL			
		Electrical Bid	1.00 LS	308,145.00 /LS	308,145
		Temp Light& Power	18,116.00 SF	0.50 /SF	9,058
		Project set up / ISP / Trailers	1.00 EA	2,500.00 /EA	2,500
		Monthly Internet	8.00 MO	150.00 /MO	1,200
		ELECTRICAL		/SF	320,903
		ELECTRICAL		/SF	320,903

Estimate Totals

Description	Amount	Totals	Rate
Labor	343,043		
Material	65,719		
Subcontract	2,989,669		
Equipment	4,110		
Other	<u>3,402,541</u>	3,402,541	
General Liability	34,025		1.000 %
Builders Risk	34,025		1.000 %
Overhead	69,412		2.000 %
CMAR Fee	<u>204,152</u>		6.000 %
	341,614	3,744,155	
P & P Bond	<u>22,308</u>		
	22,308	3,766,463	
CMAR Contingency	<u>112,994</u>		3.000 %
	112,994	3,879,457	
Total		3,879,457	

DIV 01 – GENERAL CONDITIONS

- 1) Full-Time Superintendent
- 2) Part-Time Project Management
- 3) Part-Time Project Administration
- 4) Weekly Safety Director review
- 5) Scheduling services

DIV 02 – SITEWORK

- 1) SWPPP
- 2) Removal of all asphalted drive areas
- 3) Sawcut & removal of selected sidewalk & curbing areas for improvements.
- 4) Install ADA compliant sidewalk/curbs/pavement access ramps
- 5) Install cross drainage at selected areas of sidewalks
- 6) 3" Type 3 Asphalt paving over 6" aggregate base (assumes there is 6" aggregate base existing to be fine graded before repaving)
- 7) Striping, paint red curbs
- 8) Wheel stops
- 9) Replace domestic water services w/ new backflow device in grade box with connections to existing meters. Run new HDPE piping into units for service.
- 10) Tree Removal
- 11) Enhance landscaping with additional plantings & mulch areas
- 12) Irrigation
- 13) Protect existing mulch in place (DC, ¾" crushed rock, river rock 8" minus frock rock and bark mulch)
- 14) Sod
- 15) 60 days landscape maintenance and 1yr warranty on landscape and irrigation
- 16) Paver patio at Clubhouse on 6" aggregate base and 1" bedding sand
- 17) Site Amenities – Trash Receptacle, Bench, Picnic Table, 16'x18' metal pergola
- 18) ALTERNATES
 - a. ADD \$46,192 (w/o markups) – Replace Bark Mulch with 50% DG / 40% River Rock
 - b. ADD \$37,400 (w/o markups) – Refresh Existing Bark w/ 4" top dressing
- 19) EXCLUSIONS
 - a. Replacement of or new parking signage
 - b. Tree Trimming (will need to be done for roofing work)
 - c. Geotech Report (none provided)
 - d. Portable Propane BBQ (to be selected and provided by Owner)

DIV 03 – CONCRETE

- 1) Sidewalk patches for water lines
- 2) New ADA ramps and sidewalks with cross drains
- 3) EXCLUSIONS

- a. Concrete repairs not shown on drawings
- b. Porch repairs (Owner to carry allowance)

DIV 04 – MASONRY

- 1) N/A

DIV 05 – METALS

- 1) N/A

DIV 06 – CARPENTRY

- 1) Misc backing for specialty & cabinetry items.
- 2) New exterior door & window trim (painted).
- 3) New interior ½" x 3-1/2" MDF base trim at living, kitchen & bedroom (painted).
- 4) New interior MDF door casing throughout (painted).
- 5) New interior MDF window sill (painted)
- 6) New kitchen & bathroom cabinets Lanz Euroscapes Collection, with quartz countertops Arizona Tile Della Terra Quartz 3CM slab (in lieu of 2CM w/ 1-1/2" laminated edge) & 4" backsplash
 - a. No plywood subtop required for 3CM
- 7) New wall-mounted shelving at laundry area in bathroom (Silver Sage)
 - a. Repaint existing at John McGraw
- 8) New pantry shelving & shelf w/ rod at kitchen pantry
 - a. Repaint existing at John McGraw
- 9) New shelf & rod at bedroom closet
 - a. Repaint existing at John McGraw
- 10) EXCLUSIONS
 - a. Repairs to roof sheathing (Owner to carry allowance)
 - b. Repairs to floor sheathing (Owner to carry allowance)
 - c. Repairs to building framing (Owner to carry allowance)
 - d. Repairs to siding and trim other than new window & door trim (Owner to carry allowance)

DIV 07 – THERMAL & MOISTURE PROTECTION

- 1) Roofing
 - a. New 30yr composite shingles over 30# felt underlayment
- 2) Joint Sealants / Caulking
 - a. Misc requirements for misc firestopping of penetrations in floors & walls as needed

- b. Misc. sealing of new cabinetry & trim
- 3) Gutters & Downspouts
 - a. Provide prefinished gutters & downspouts along the building entry side of the roof
- 4) EXCLUSIONS
 - a. Building insulation (existing blown-in attic insulation is already R49 depth)
 - b. Roof snow jacks or snow fences
 - c. Ice and snow melt systems
 - d. Heat trace cabling

DIV 08 – DOORS & WINDOWS

- 1) Wood doors and frames
 - a. Repaint existing exterior entry & furnace room doors
 - b. Remove screen/storm doors from all units (excludes replacement)
 - c. Provide new flush panel Hollow Core doors with applicable high grade residential hinges & latchsets (RFI #8)
- 2) Windows
 - a. Replace all windows with Milgard V150 vinyl windows.
 - b. Remove window trim.
 - c. Cut out existing window leaving behind nail fin.
 - d. Install new window set in caulking with fin over existing siding.
 - e. Flash with flexible flashing
 - f. Install new window trim

DIV 09 – FINISHES

- 1) Drywall
 - a. Patching of drywall at new backing locations and windows.
 - b. EXCLUDES general patching of tenant damage in units (Owner to carry allowance)
- 2) Resilient Flooring
 - a. Complete replacement of underlayment with ¼” Halex per structural specification (Silver Sage only, John McGraw will use existing underlayment)
 - b. Provide new LVT, Shaw Reside 12 mil throughout
 - c. Provide Burke Mercer 4” base at bathrooms
- 3) Painting
 - a. Repaint all gypboard surfaces
 - b. Paint all interior trim
 - c. Paint closet shelving
 - d. Repaint exterior siding, trim, eaves, soffit, fascia, doors, frames
 - e. Repaint exterior railings, bollards, curbs

DIV 10 – SPECIALTIES

- 1) Provide new unit address numbers
- 2) Allowance for new monument signage; \$5,000 each project
- 3) Provide new toilet accessories for unit bathrooms.
 - a. Mirror
 - b. TP holder
 - c. Robe Hook
- 4) ADA accessories at ADA units only.
- 5) EXCLUDES fire extinguishers (none shown)

DIV 11 – EQUIPMENT

- 1) Furnish and install refrigerator, electric range w/room-vented hood.
- 2) Unit washer / dryer to be OFOI.

DIV 12 – FURNISHINGS

- 1) Furnish and install vinyl mini-blinds as all windows.

DIV 13 – SPECIAL CONSTRUCTION

- 1) N/A

DIV 14 – ELEVATORS

- 1) N/A

DIV 15 – MECHANICAL

- 1) Plumbing
 - a. Provide new main domestic water service from exterior
 - b. Provide unit service branch lines in crawl space w/ unit shutoff valve, and connection to existing piping.
 - c. Install all new fixtures in the unit, including toilet, lavatory, kitchen sink, and single piece 'roll-in' shower unit. Provide new hardware & trim.
 - d. Roll-in shower unit per specification to include all accessories (surface mount soap dispenser, shower rod, shower curtain, water dam, shower head and valve, shower drain). At ADA unit provide ADA shower seat and grab bars.
 - e. Provide new instantaneous water heaters to Silver Sage Units and Building C

- f. Provide drywell for condensate drainage
- 2) HVAC
 - a. Provide new furnace & air conditioning units w/ condenser to the Silver Sage units, and Building C. Utilize existing thermostats.
 - b. Provide new bathroom exhaust fans.
- 3) EXCLUSIONS
 - a. Fire Sprinkler System (not required)
 - b. Furnaces w/ AC & water heaters at all John McGraw units

DIV 16 – ELECTRICAL

- 1) Demo & replace all devices including outlets, light switches, and datacom outlets
- 2) Demo & replace all light fixtures
- 3) Provide ArcFault CB revisions to unit panels.
- 4) Provide replacement of smoke detectors/CO2 detectors.
- 5) Provide Ceiling Fan/light fixture combinations for living & bedrooms
- 6) Provide replacement exterior wall Pack fixtures at buildings
- 7) Provide new street lighting fixture heads on existing poles

GENERAL QUALIFICATIONS

- 1) PROPOSAL
 - a. This estimate is based on prequalified subcontractor bids. See Subcontractor bid invite list for participation.
- 2) CONTRACT
 - a. Proposal is based on utilization of AIA A102 Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- 3) SCHEDULE
 - a. GMP Schedule dated 7/1/24 prepared by Plenum Builders (2 pages)
 - i. Multi-phased 12 months; 9/30/24 Mobilize to 9/29/25 final Completion
 - ii. Long Lead / Procurement items:
 - 1. Cabinets & Countertops – A notice to proceed is needed by 7/12/24 for Cabinets and Countertops to meet the project schedule
- 4) CONTINGENCY
 - a. The Owner acknowledges that the cost estimating process is not exact, and therefore, the CMAR's Contingency included in the Construction GMP is to adjust the estimate for quantity and price estimating inaccuracies, and other eventualities which have not been taken into precise account in the establishment of the Construction GMP, including, but not limited to (a) unfavorable bidding from trade contractors, due to market conditions, price increases, lack of competition, and other variables; (b) contract default in payment or performance by a Subcontractor or supplier; (c) costs of corrective work not provided for elsewhere; (d) the cost of minor architectural errors or omissions by the Architect and/or Engineers which, based on

industry standards, should have been included by General Contractor which result in an increase of the Contractor's Work, without increasing the Construction GMP. The CMAR's Contingency shall not be used for any changes in the Contractor's Work either by direction of Architect or Owner or for the correcting of errors and omissions in the project drawings which requires added project work or for unforeseen conditions, including the effects of soil conditions, or for winter protection, overtime, or conditions mandated by any governmental agency.

- 5) INSURANCE
 - a. Plenium Builders includes General Liability, Workman's Comp and Auto Insurance
 - b. Plenium Builders includes project-specific Builder's Risk Insurance to cover the work during the course of construction.
- 6) DOCUMENTS
 - a. Silver Sage
 - i. See attached log.
 - b. John McGraw Court
 - i. See attached log.

GENERAL EXCLUSIONS

- 1) Building Department plan check and permit fees
- 2) PLAN CHECK INITIATED CHANGES
- 3) Water & sewer connection fees & assessments
- 4) Gas & power application & service fees
- 5) Monthly utility bills
- 6) Hazardous materials testing & abatement
- 7) Design & Engineering fees
- 8) 3rd-Party owner-provided testing and inspections as required by Washoe County
- 9) Weather-related delays
- 10) Owner Contingency
- 11) Corrections for ADA not specifically shown
- 12) Structural Sheets S001, S002, S003, S101, S102, S501, (Temporary shoring of foundation, new floor joists, new footings, exterior wall straightening, new exterior walls)
- 13) Mail boxes
- 14) Railings
- 15) Unforeseen conditions

ALTERNATES RE-CAP w/out Markups

- 1. ADD \$46,192 (w/o markups) – Replace Bark Mulch with 50% DG / 40% River Rock
- 2. ADD \$37,400 (w/o markups) – Refresh Existing Bark w/ 4" top dressing

EXHIBIT C - GMP PROPOSAL

ALLOWANCES RE-CAP w/out Markups

1. \$5,000 Silver Sage Monument Signage
2. \$5,000 John McGraw Monument Signage



Personnel Billing Rates // July 2023

Preconstruction Department

825 Steneri Way, Sparks, NV 89431 • (775) 398-0123
 LIC: NV 76482 B • CA 983684 B • AZ 334246 • ID 60945

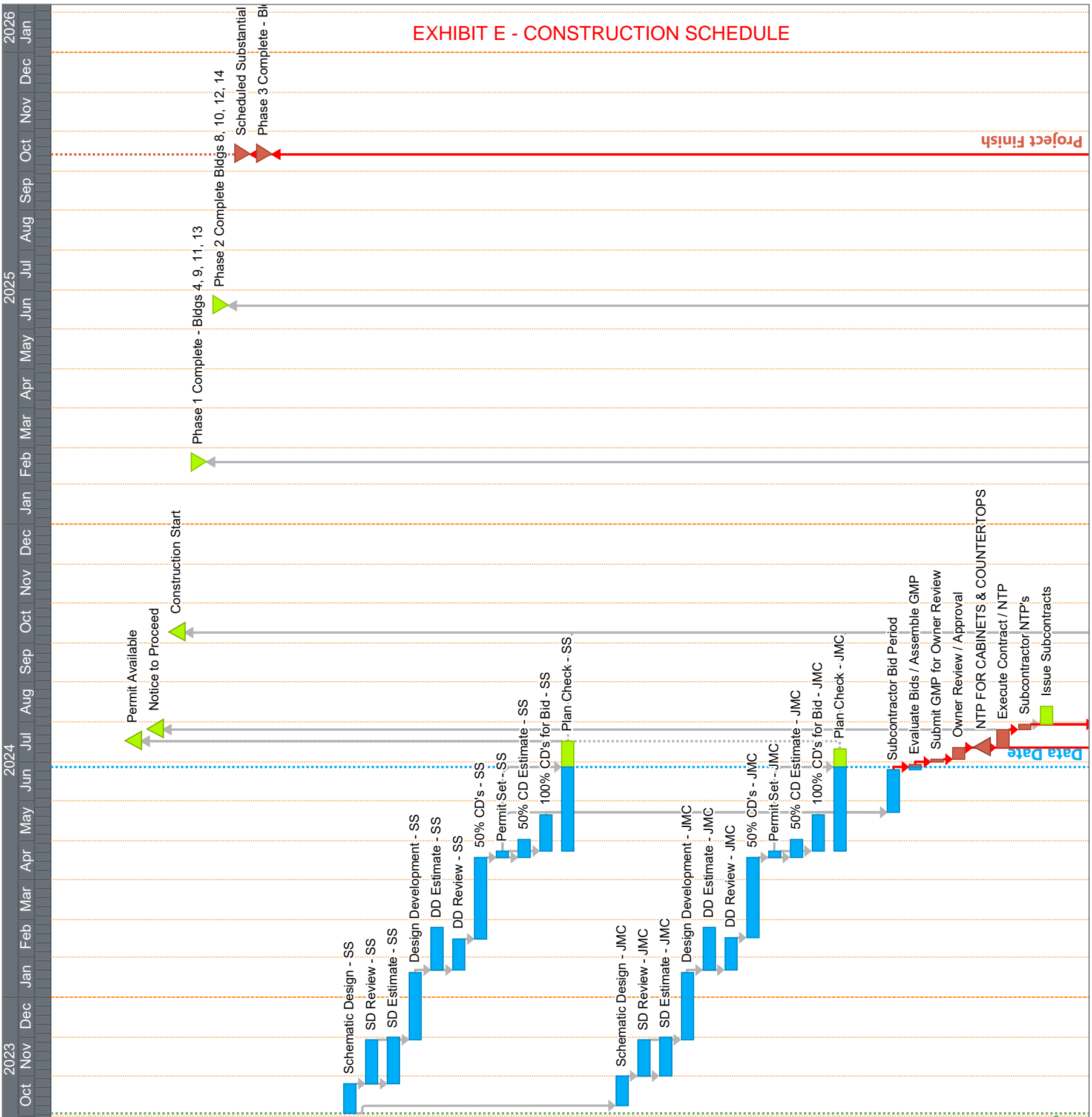
Job Description	Rate (\$/HR)
Project Executive	130
Senior Preconstruction Manager	110
Senior Project Manager	120
Project Manager	110
Assistant Project Manager	85
Project Engineer *	80
Chief Estimator	125
Estimator	110
Preconstruction Manager	90
Project Administrator *	55
Safety Manager	85
General Superintendent Custom Homes	110
Senior Superintendent	120
Superintendent *	110
Assistant Superintendent *	85
Carpenter Foreman *	75
Logistics Coordinator	75
Carpenter *	70
Apprentice Carpenter *	60
Laborer Foreman *	65
Laborer *	55

* For these positions, overtime is calculated at 1.5 times the hourly rate.

* Plenium Builders reserves the right to update these annually based on inflation and other cost factors.



EXHIBIT F	
Silver Sage Court	
Schedule of Values	
1 - General Conditions	106,865
2 - Sitework	329,278
3 - Concrete	-
4 - Masonry	-
5 - Metals	-
6 - Carpentry	189,011
7 - Insulation & Roofing	135,477
8 - Windows & Doors	96,265
9 - Finishes	194,949
10 - Accessories	19,263
11 - Appliances	35,376
12 - Window Treatments	10,940
15 - Mechanical	557,369
16 - Electrical	171,483
GL Insurance	18,463
Builder's Risk Insurance	18,463
Bond	12,870
CMAR Contingency	61,335
Overhead	37,664
CMAR Fee	110,777
TOTAL GMP	2,105,848



ID	Description	Original Duration	Start	Finish	Responsibility
MILE-30	Permit Available	0	07/17/24		CITY
MILE-20	Notice to Proceed	0	07/26/24		RHA
MILE-40	Construction Start	0	10/09/24		PLENIUM
MILE-50	Phase 1 Complete - Bldgs 4, 9, 11, 13	0	02/17/25		PLENIUM
MILE-60	Phase 2 Complete Bldgs 8, 10, 12, 14	0	06/18/25		PLENIUM
MILE-10	Scheduled Substantial Completion	0	10/13/25		PLENIUM
MILE-70	Phase 3 Complete - Bldgs 2, 3, 5, 6, 7	0	10/13/25		PLENIUM

PRECONSTRUCTION

Design - Silver Sage

PRE-10	Schematic Design - SS	17	10/03/23A	10/25/23A	JK
PRE-20	SD Review - SS	21	10/26/23A	11/28/23A	RHA
PRE-30	SD Estimate - SS	23	10/26/23A	11/30/23A	PLENIUM
PRE-40	Design Development - SS	36	11/29/23A	01/19/24A	JK
PRE-50	DD Estimate - SS	20	01/22/24A	02/23/24A	PLENIUM
PRE-60	DD Review - SS	18	01/22/24A	02/14/24A	RHA
PRE-70	50% CD's - SS	45	02/15/24A	04/17/24A	JK
PRE-80	Permit Set - SS	20	04/18/24A	04/22/24A	JK
PRE-90	50% CD Estimate - SS	20	04/18/24A	05/01/24A	PLENIUM
PRE-85	100% CD's for Bid - SS	1	04/23/24A	05/20/24A	JK
PRE-100	Plan Check - SS	64	04/23/24A	07/16/24	CITY

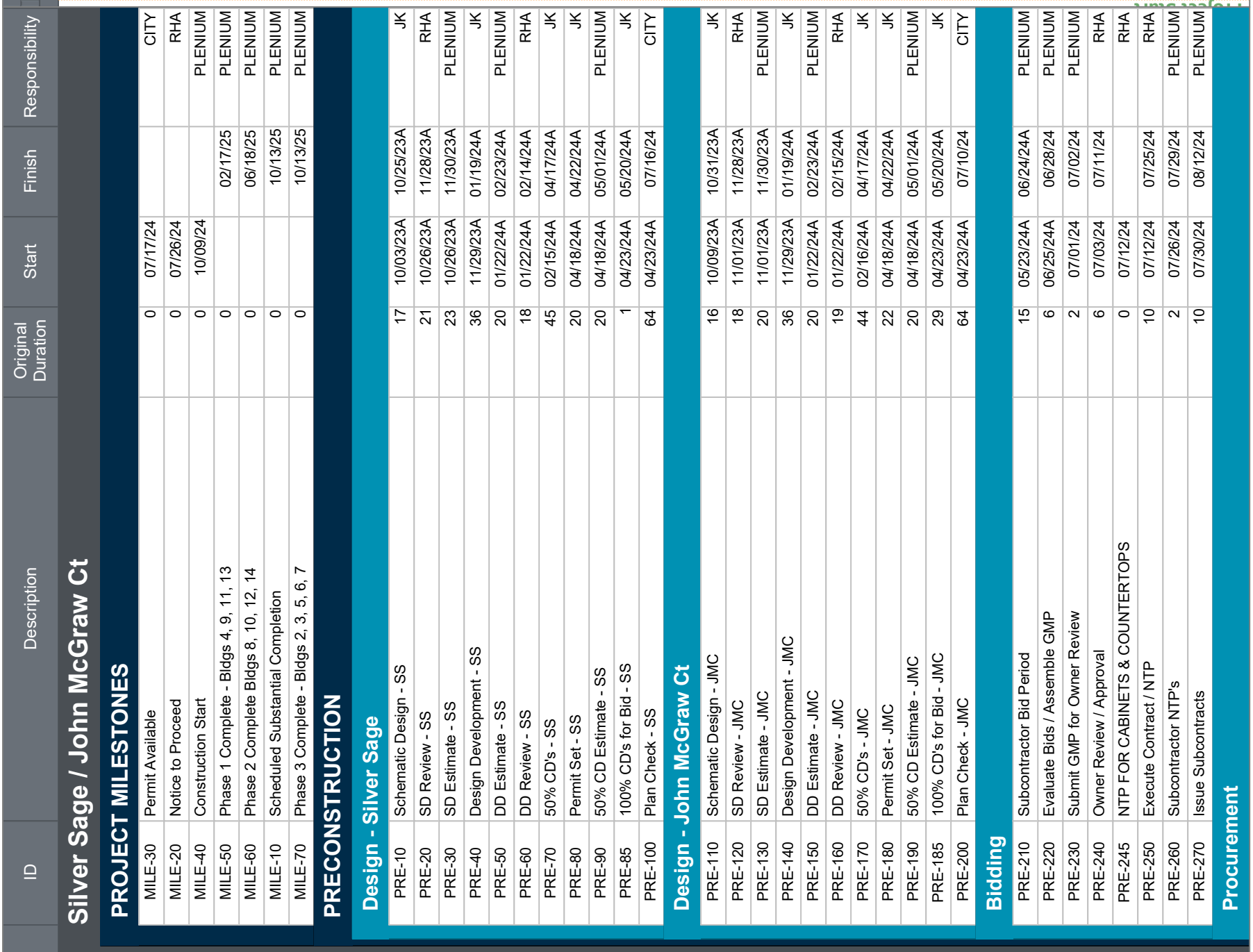
Design - John McGraw Ct

PRE-110	Schematic Design - JMC	16	10/09/23A	10/31/23A	JK
PRE-120	SD Review - JMC	18	11/01/23A	11/28/23A	RHA
PRE-130	SD Estimate - JMC	20	11/01/23A	11/30/23A	PLENIUM
PRE-140	Design Development - JMC	36	11/29/23A	01/19/24A	JK
PRE-150	DD Estimate - JMC	20	01/22/24A	02/23/24A	PLENIUM
PRE-160	DD Review - JMC	19	01/22/24A	02/15/24A	RHA
PRE-170	50% CD's - JMC	44	02/16/24A	04/17/24A	JK
PRE-180	Permit Set - JMC	22	04/18/24A	04/22/24A	JK
PRE-190	50% CD Estimate - JMC	20	04/18/24A	05/01/24A	PLENIUM
PRE-185	100% CD's for Bid - JMC	29	04/23/24A	05/20/24A	JK
PRE-200	Plan Check - JMC	64	04/23/24A	07/10/24	CITY

Bidding

PRE-210	Subcontractor Bid Period	15	05/23/24A	06/24/24A	PLENIUM
PRE-220	Evaluate Bids / Assemble GMP	6	06/25/24A	06/28/24	PLENIUM
PRE-230	Submit GMP for Owner Review	2	07/01/24	07/02/24	PLENIUM
PRE-240	Owner Review / Approval	6	07/03/24	07/11/24	RHA
PRE-245	NTP FOR CABINETS & COUNTERTOPS	0	07/12/24		RHA
PRE-250	Execute Contract / NTP	10	07/12/24	07/25/24	RHA
PRE-260	Subcontractor NTP's	2	07/26/24	07/29/24	PLENIUM
PRE-270	Issue Subcontracts	10	07/30/24	08/12/24	PLENIUM

Procurement



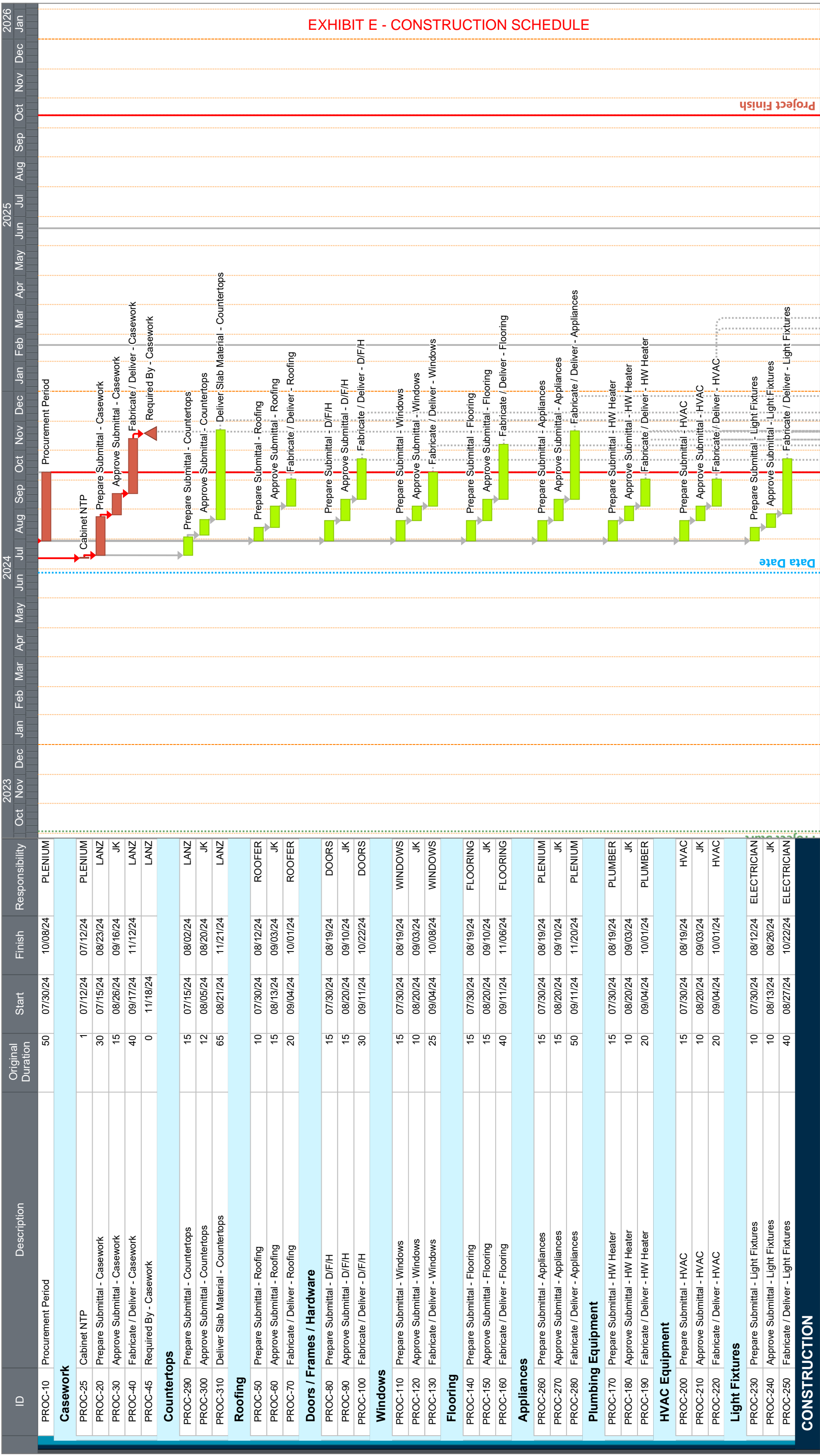


EXHIBIT E - CONSTRUCTION SCHEDULE



Silver Sage / John McGraw Ct
 Reno Housing Authority
 GMP Proposal Schedule

CONSTRUCTION

Project Finish

Data Date

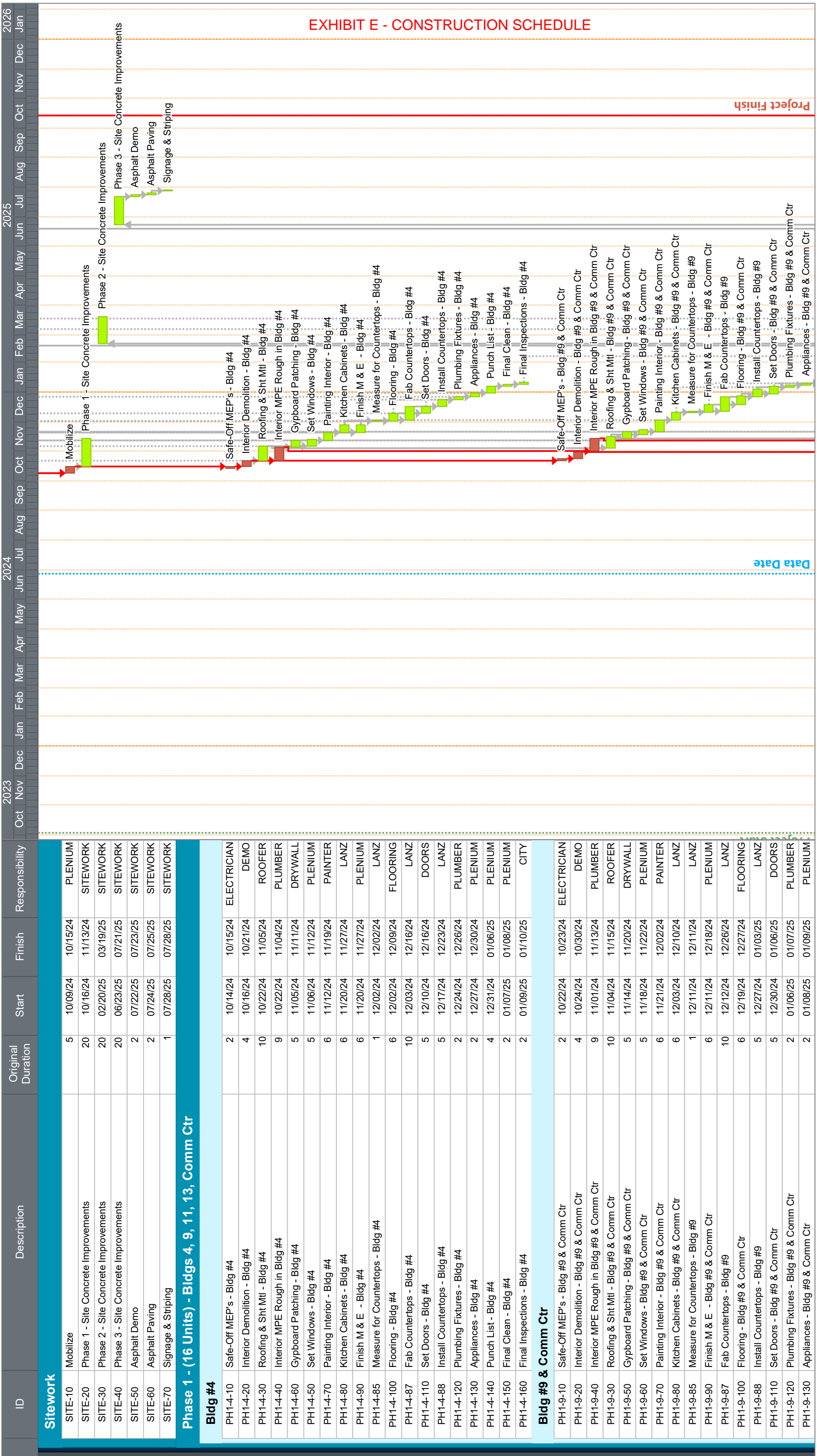


EXHIBIT E - CONSTRUCTION SCHEDULE

Project Finish

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Silver Sage / John McGraw Ct
 Reno Housing Authority
 GMP Proposal Schedule

Start Date: 10/03/23
 Finish Date: 10/13/25
 Data Date: 06/27/24
 Run Date: 08/20/24
 Silver Sage John McGraw GMP Schedule 2024_0820.ppx
 Page 3A



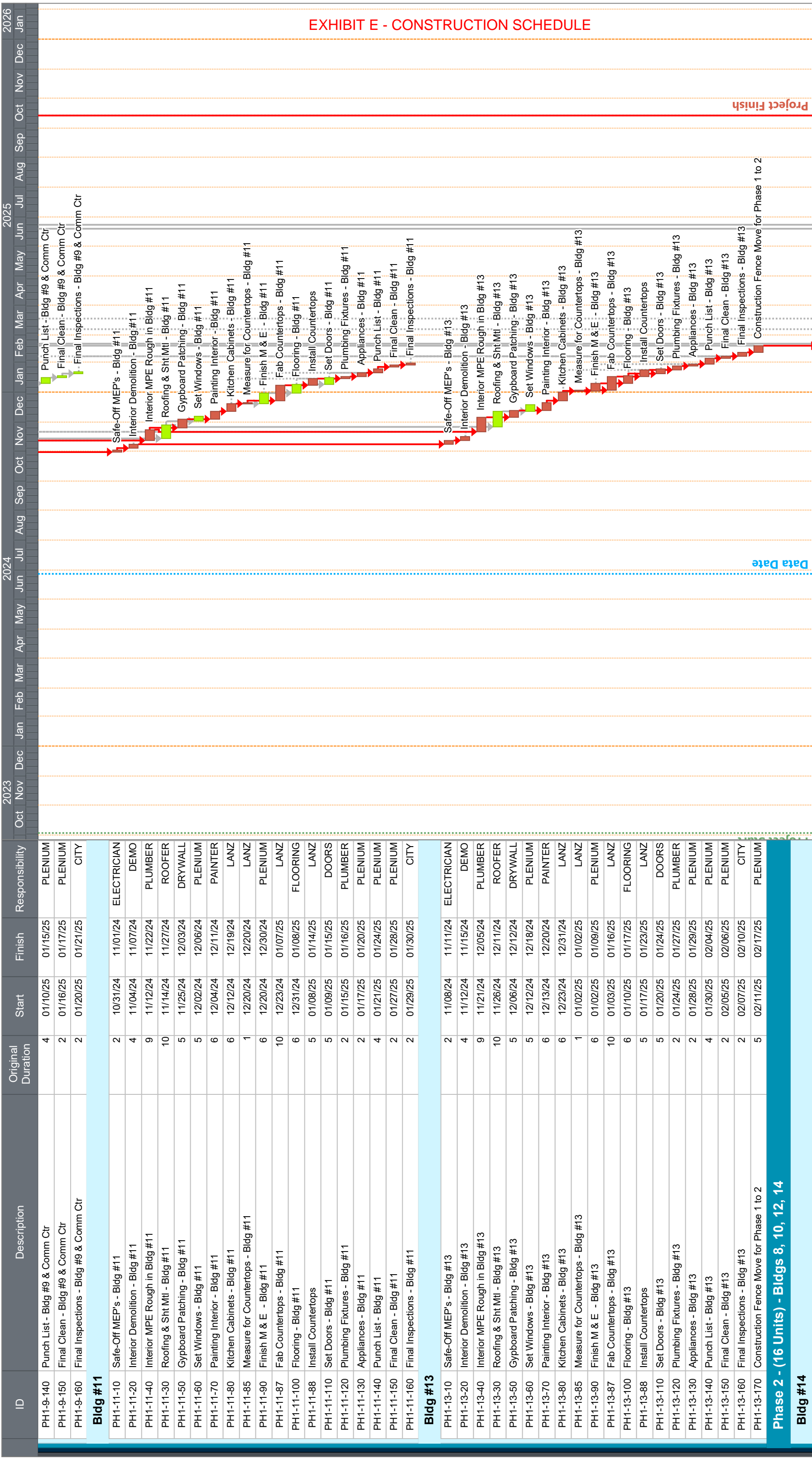


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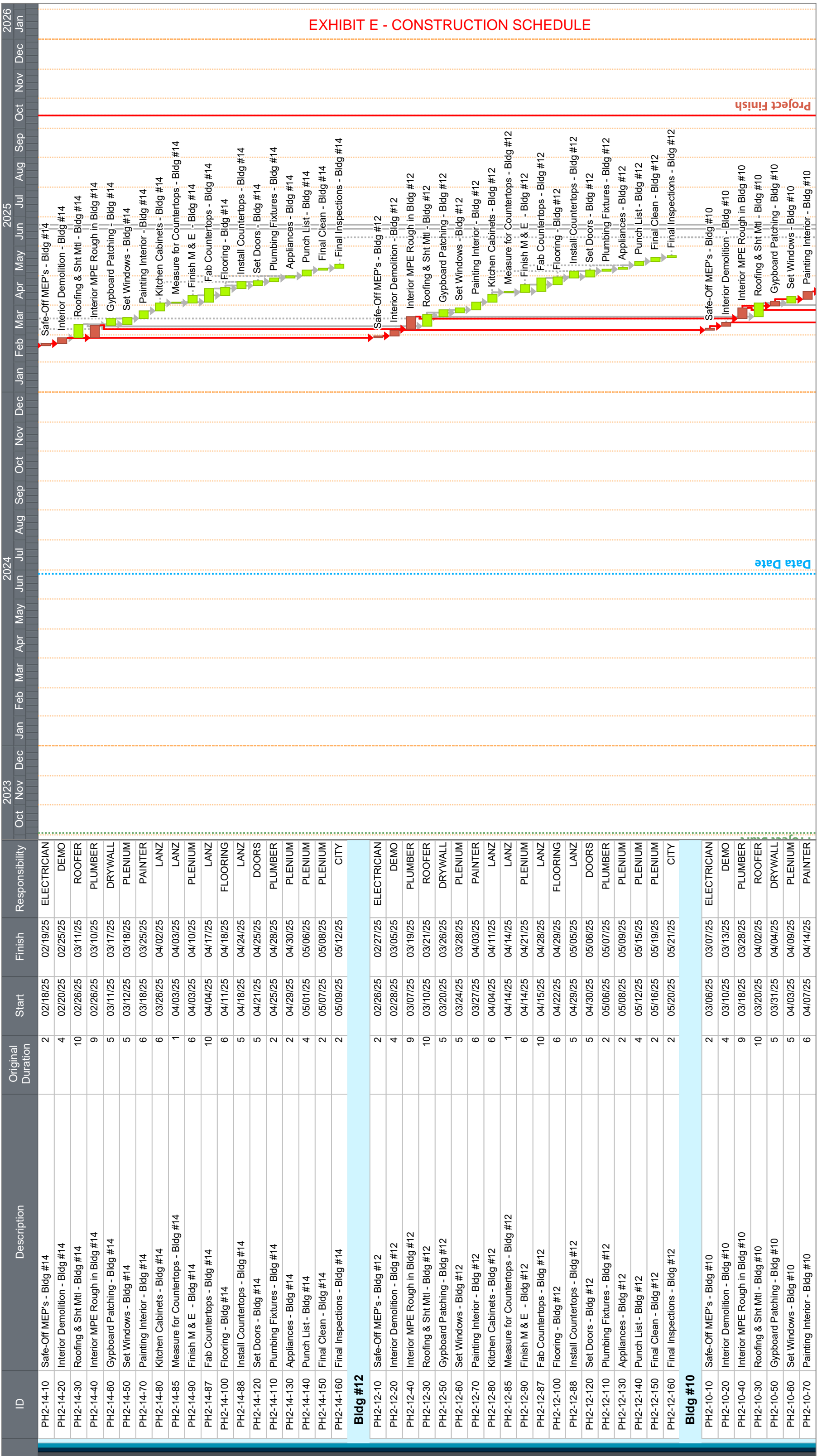


EXHIBIT E - CONSTRUCTION SCHEDULE

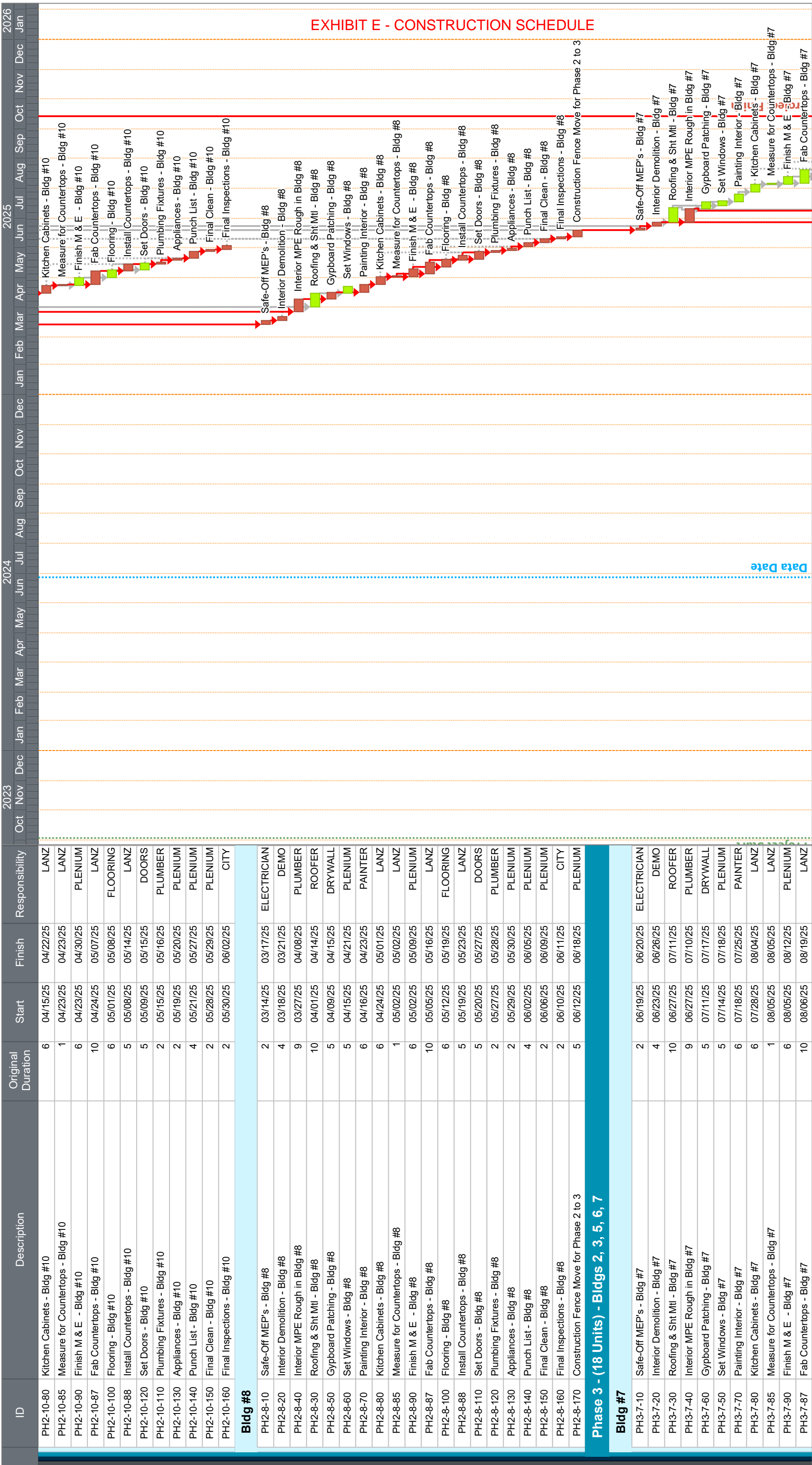


Silver Sage / John McGraw Ct
 Reno Housing Authority
 GMP Proposal Schedule

Start Date: 10/03/23
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 Run Date: 08/20/24
 Silver Sage John McGraw GMP Schedule 2024_0820.ppx
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Project Finish

Data Date



Silver Sage / John McGraw Ct
Reno Housing Authority
GMP Proposal Schedule

Start Date: 10/03/23
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 Silver Sage John McGraw GMP Schedule 2024_0820.ppx
 Page 6A



Data Date

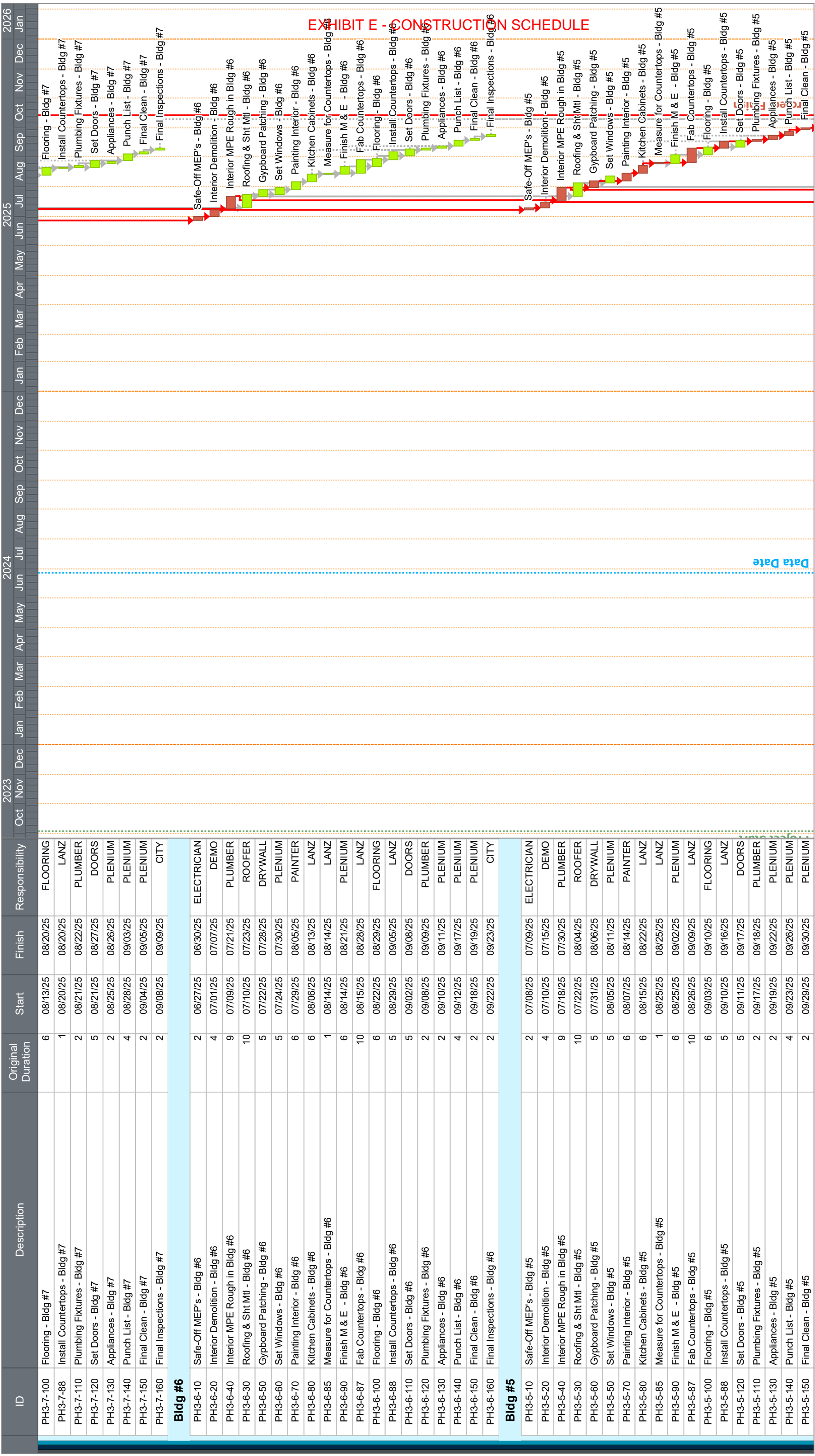


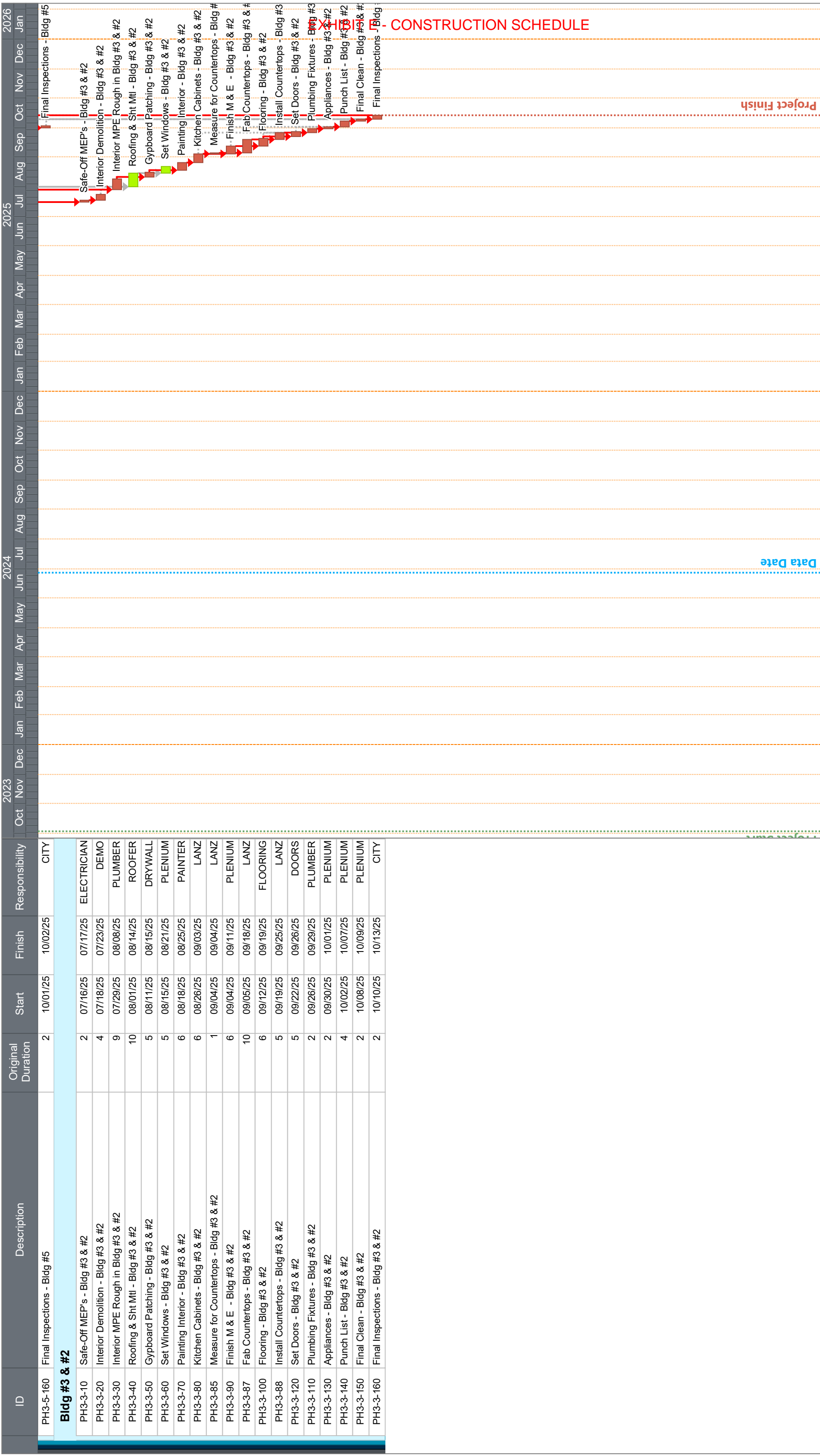
EXHIBIT E - CONSTRUCTION SCHEDULE

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Silver Sage / John McGraw Ct
Reno Housing Authority
GMP Proposal Schedule

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 Silver Sage John McGraw GMP Schedule 2024_0820.ppx

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Silver Sage / John McGraw Ct
Reno Housing Authority
GMP Proposal Schedule

Supplementary Conditions of the Contract for Construction

Public reporting burden for this collection of information is estimated to average 30 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 information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information collection is necessary to ensure that viable projects are developed. It is important to obtain information from applicants to assist HUD in determining if nonprofit organizations initially funded continue to have the financial and administrative capacity needed to develop a project and that the project design meets the needs of the residents. The Department will use this information to set forth the obligations of the contractor or subcontractor performing under the covered contract. This information is required in order to obtain benefits. This information is considered non-sensitive and no assurance of confidentiality is provided.

Article 1 – Labor Standards

Instructions

Whenever only FHA mortgage insurance is involved, use paragraph (A) and (C) of Article 1 – Labor Standards. Whenever any direct form of assistance (Section 8, Section 202/811 Capital Advance, grants etc.) is involved, use paragraphs (A) and (B) and (C) of Article 1 – Labor Standards.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted or insured by the United States of America and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification

requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs A.1.(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the

same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each

helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau

of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm

ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages, liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

3. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. The Contractor will be required to execute FHA Form No. 2403-A, Contractor's Prevailing Wage Certificate, as a condition precedent to insurance by the Federal Housing Administration of that certain mortgage loan, or an advance thereof, made or to be made by the mortgagee in connection with the construction of the project.

Article 2 – Equal Employment Opportunity

The applicant hereby agrees that it will incorporate or cause to be

incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will 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 the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, 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.

C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will 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.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, 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 in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract 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, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary of Housing and Urban Development or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

I. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Article 3 – Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

(Applicable to Section 236 projects, where the estimated replacement cost of the project as determined by the Secretary of Housing and Urban Development exceeds \$500,000, and to all projects, including Section 236 regardless of estimated replacement cost, receiving rent supplement assistance under Title I, Section 101 of the Housing and Urban Development Act of 1965.)

A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the unit of local government or the metropolitan area (or nonmetropolitan county) as determined by the Secretary of Housing and Urban Development in which the projects located and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan county) as the project.

Article 4 – Health and Safety

A. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

B. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

C. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development of the Secretary of Labor shall direct as a means of enforcing such provisions.

**EXHIBIT H - Davis Bacon Nevada
Residential Wage Determination**

"General Decision Number: NV20240044 03/22/2024

Superseded General Decision Number: NV20230044

State: Nevada

Construction Type: Residential

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

County: Washoe County in Nevada.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	03/22/2024

EXHIBIT H - Davis Bacon Nevada
Residential Wage Determination

ELEC0401-002 08/01/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 29.40	11.16

ENGI0012-006 10/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(6) Loader.....	\$ 50.77	30.85
(8) Paver (Asphalt, Aggregate, and Concrete)....	\$ 51.27	30.85

LAB00169-001 10/01/2022

	Rates	Fringes
LABORER		
(1) Common or General.....	\$ 30.05	15.02
(3) Mason Tender- Cement/Concrete.....	\$ 30.30	15.02
(4) Pipelayer.....	\$ 30.55	15.02

* PAIN0567-005 01/01/2024

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 34.24	15.45

SHEE0026-003 09/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 43.88	29.05

* SUNV2014-030 09/08/2016

	Rates	Fringes
CARPENTER.....	\$ 17.82	0.00
CEMENT MASON/CONCRETE FINISHER...\$ 17.00 **		0.00
IRONWORKER, REINFORCING.....	\$ 19.78	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.16	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 24.11	0.00
PAINTER: Spray.....	\$ 20.50	0.00
PLUMBER.....	\$ 26.16	0.00
ROOFER.....	\$ 18.50	0.00

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

EXHIBIT H - Davis Bacon Nevada
Residential Wage Determination

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

EXHIBIT H - Davis Bacon Nevada
Residential Wage Determination

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION"

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 8

August 27, 2024

SUBJECT: Discussion and possible approval to enter into a contract for up to \$490,796 with Housing To Home for relocation assistance and services and relocation expenses associated with the John McGraw rehabilitation project.

FROM: Executive Director

RECOMMENDATION: For Possible Action

Background:

The John McGraw Court rehab project is set to begin construction in October 2024 and will take approximately 12 months to complete. The project is divided in three phases which require the temporary relocation of all residents. In March 2023, the Board approved RHA entering into a professional services agreement with Housing To Home (“HTH”) for relocation services. To date, HTH has completed the permanent relocation of residents at Hawk View Apartments and has begun Phase 1 of Silverada Manor.

HTH is ready to begin the temporary relocation of residents for the McGraw Court project in September. Services will include meeting with tenants and developing individualized relocation plans, arranging packing and moving services, calculating and overseeing relocation payments, working with tenants to minimize impacts from the relocation, providing proper noticing, and additional services as needed. Housing To Home will also cover all up-front moving related expenses for the tenants.

HTH’s relocation services contract for John McGraw Court includes both staffing costs and moving related expenses. The contract provides for an up to budget of:

- HTH Staffing and Planning: \$198,750
- Relocation Expenses: \$292,046
- **Total: \$490,796**

Staffing and planning includes on-site HTF staffing costs, overhead, costs for attendance at meetings, and related items for predevelopment through construction, anticipated to be 14 months. Staff propose using a contractor for these services because it would delay the project to create a new internal position and then recruit and train for it. HUD’s relocation requirements are complicated and having an experienced firm helps to ensure proper implementation. Additionally, at this time, RHA only has remaining relocation requirements for McGraw/Silver Sage Court and Stead Manor. Therefore, based on current projects, there would not be long-term use for this position. If this changes, staff will re-review the efficiency of adding a Relocation Specialist to the agency.

Staff Recommendation and Motion:

Staff recommends that the Board of Commissioners motion to approve entering into a services contract for an amount not to exceed \$490,796 with Housing To Home for relocation services for the John McGraw Court rehab project and authorize, Executive Director, Hilary Lopez, Ph.D., to sign and execute all required documents.



CLIENT SERVICES AGREEMENT

This Client Services Agreement (this “Agreement”) is made and entered into as of the 16th day of August 2024, by and between HousingToHome LLC, a Massachusetts limited liability company (“Contractor”) and Reno Housing Authority (“Client”).

1. Services. Client hereby engages Contractor to provide the services described on *Exhibit A* attached hereto (the “Services”) and Contractor agrees to provide the Services, all upon the terms and conditions set forth in this Agreement.

2. Term and Termination. The term of this Agreement (the “Term”) shall commence on August 16, 2024 and continue until completion of Services and payment in full of the final invoice unless sooner terminated in accordance with this Agreement. Either party may terminate this Agreement prior to expiration of the Term by giving the other party at least sixty (60) days’ prior written notice of such termination. In addition, either party may terminate this Agreement immediately upon notice to the other party, if the other party breaches any material provision of this Agreement and such breach remains uncured for thirty (30) days following notice from the terminating party to the breaching party setting forth in reasonable detail the nature of such breach. Upon termination of this Agreement for any reason, Client shall pay Contractor for all Services performed through the effective date of termination. The provisions of Section 4, 6, 7 and 8 shall survive termination of this Agreement.

3. Compensation. Client shall pay Contractor the fees set forth on *Exhibit A*. In addition, Client shall reimburse Contractor for certain expenses incurred by Contractor in performing the Services as set forth on *Exhibit A*. Contractor shall send Client monthly invoices setting forth the fees and expenses then due. Client shall pay each invoice within thirty (30) days after receipt, unless an invoice is subject to a good faith dispute in which case, Client shall pay the undisputed portion of such invoice within thirty (30) days after receipt of such invoice and shall provide a detailed explanation of the reason for any dispute within fifteen (15) days after receipt of such invoice. Any amount not paid when due (unless the subject of such a good faith dispute) shall be subject to a late fee of 1% per calendar month or any partial calendar month that such amount remains outstanding. In addition, Client shall be required to reimburse Contractor for all costs incurred by Contractor, including reasonable attorneys’ fees, in collecting any overdue amounts. Contractor shall have the right to suspend the Services following five (5) days’ notice to Client during any period in which any amount is overdue. Client shall be responsible for any sales, use, excise, value added or other taxes (other than taxes based on Contractor’s net income) payable with respect to the Services.

4. Warranty/Disclaimer. Contractor warrants that the Services will be performed in a professional and workmanlike manner in conformity with generally prevailing industry standards and all applicable laws. CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER

WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR OTHER WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

5. Insurance. During the Term, each party shall maintain the insurance coverage set forth on *Exhibit B* attached hereto and shall provide the other party with evidence of such insurance upon request.

6. Indemnifications/Limits on Liability.

(a) During the Term and for a period of one (1) year thereafter, each party shall indemnify and hold harmless the other party and its respective officers, directors, members, managers, and employees from and against any and all uninsured loss, liability, claims, suits, judgments, damages, losses and expenses (including reasonable attorneys' fees) of any nature whatsoever arising out or related to any breach by such party of this Agreement or the gross negligence or willful misconduct of such party or its agents or employees.

(b) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO OR OTHERWISE LIMIT THE OBLIGATION OF A PARTY TO INDEMNIFY THE OTHER PARTY PURSUANT TO THIS SECTION 6 FROM AND AGAINST SUCH DAMAGES THAT ARE AWARDED TO A THIRD PARTY.

(c) Contractor shall not be responsible for any delay or failure in performance of the Services caused by fire, flood, explosion, war, strike, embargo, government requirement, epidemic or pandemic, civil or military authority, act of God, act of terrorism, or other causes beyond its reasonable control.

7. Certain Covenants.

(a) *Confidentiality*. In the course of Contractor's provision of Services to Client, certain "Confidential Information" may be disclosed between the parties. "Confidential information" is any information of a party, in any form, that is not available to the general public; provided that "Confidential Information" shall not include information that is received independent of the Services from a third party not under an obligation to maintain the confidentiality of the information, or information that a party is required to disclose by law or legal process. Each party agrees that neither it nor any of its employees, agents, contractors or other persons or organizations over which it has control will directly or indirectly use any Confidential Information of the other party for any purposes or disseminate or disclose any Confidential Information of the other party to any person or organization, without the express written consent of the other party, except that Contractor may use Confidential Information of Client during the Term of this Agreement solely for the purposes of providing the Services. Each

party will undertake commercially reasonable and appropriate steps to maintain the confidentiality of Confidential Information of the other party. Upon termination of this Agreement, each party will promptly deliver to the other party all copies of the other party's Confidential Information that are in such party's possession or under such party's control and delete all Confidential Information stored on such party's devices.

(b) *Nonsolicitation.* During the Term and for a period of one (1) year thereafter, neither party shall solicit, recruit or hire any person who was an employee or independent contractor of the other party at any time during the twelve month period preceding such solicitation or hiring and with whom such party had contact as a result of this Agreement, or encourage any such person to terminate such person's relationship with the other party.

(c) *Enforcement.* Each party acknowledges that a breach of this Section 7 by such party shall cause the other party irreparable harm for which there is not an adequate remedy at law. Accordingly, if either party breaches any provision of this Section 7, the other party shall be entitled, in addition to all other available remedies, to injunctive and other equitable relief without the posting of any bond or security.

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(b) *Assignment.* This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(c) *Entire Agreement; Amendment or Waiver.* This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements and understandings, whether oral or written, pertaining to the Services. The provisions of this Agreement may be modified only in a written agreement signed by both parties. The provisions of this Agreement may be waived in a writing signed by the waiving party. The failure of either party to seek redress for violation, or to insist upon the strict performance of any covenant, agreement, provision, or condition of this Agreement, shall not constitute a waiver thereof.

(d) *Governing Law.* This Agreement shall be governed by the laws of the Commonwealth of Massachusetts as if executed and to be performed in Massachusetts without regard to conflict of law principles that might require the application of the laws of another jurisdiction. The state and federal courts sitting in Massachusetts shall have exclusive jurisdiction to decide any matter arising under or in connection with this Agreement.

(e) *Notices.* All notices, consents and other communications under this Agreement shall be in writing and sent to the addresses set forth on the signature page of this Agreement and shall be deemed given (i) when personally delivered, (ii) after being delivered according to the tracking system of a recognized overnight delivery service, or (iii) three business days after being sent via certified U.S. mail first-class delivery, return receipt requested. In addition routine communications (which shall expressly exclude notice of breach or termination) may be sent by electronic mail to the addresses set forth below.

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IN WITNESS WHEREOF, this Agreement is executed under seal as of the day and year first above written.

HOUSINGTOHOME LLC



BY: Katharine R. Provencher
Manager
50 Summer St.
Boston, MA 02110

RENO HOUSING AUTHORITY

BY: Hilary Lopez
Executive Director

EXHIBIT A



**John McGraw Court - Reno Housing Authority (Reno, NV)
HTH Relocation Services Budget**

Relocation Planning Phase

Consulting, as needed (\$400/hour assuming 10 hours)	\$4,000
Resident Meeting, as needed	\$6,000
Total	\$10,000

Relocation Phase (14 Months)

Relocation Supervisor	\$56,000
On-Site Relocation Manager	\$113,750
Resident Meetings, as needed	\$24,000
Equipment and Supplies	\$9,160
Overhead	\$71,019
Total	\$273,929

HTH PROJECT TOTAL FOR MCGRAW	\$198,750
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*Assumes 12 months of construction and 14 months of HTH staffing with one month set-up and one month close-out.

Line items are subject to change but the maximum to be spent for Task A is \$66,250

Task A	\$66,250
Task B	\$66,250
Task C	\$66,250

**This Agreement covers expenses in Task A in an amount to to exceed \$66,250.
Subsequent tasks will be agreed upon after Task A is fully extended.**



CLIENT SERVICES AGREEMENT

This Client Services Agreement (this “Agreement”) is made and entered into as of the 16th day of August 2024, by and between HousingToHome LLC, a Massachusetts limited liability company (“Contractor”) and Reno Housing Authority (“Client”).

1. Services. Client hereby engages Contractor to provide the services described on *Exhibit A* attached hereto (the “Services”) and Contractor agrees to provide the Services, all upon the terms and conditions set forth in this Agreement.

2. Term and Termination. The term of this Agreement (the “Term”) shall commence on August 16, 2024 and continue until completion of Services and payment in full of the final invoice unless sooner terminated in accordance with this Agreement. Either party may terminate this Agreement prior to expiration of the Term by giving the other party at least sixty (60) days’ prior written notice of such termination. In addition, either party may terminate this Agreement immediately upon notice to the other party, if the other party breaches any material provision of this Agreement and such breach remains uncured for thirty (30) days following notice from the terminating party to the breaching party setting forth in reasonable detail the nature of such breach. Upon termination of this Agreement for any reason, Client shall pay Contractor for all Services performed through the effective date of termination. The provisions of Section 4, 6, 7 and 8 shall survive termination of this Agreement.

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4. Warranty/Disclaimer. Contractor warrants that the Services will be performed in a professional and workmanlike manner in conformity with generally prevailing industry standards and all applicable laws. CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER

WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR OTHER WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

5. Insurance. During the Term, each party shall maintain the insurance coverage set forth on *Exhibit B* attached hereto and shall provide the other party with evidence of such insurance upon request.

6. Indemnifications/Limits on Liability.

(a) During the Term and for a period of one (1) year thereafter, each party shall indemnify and hold harmless the other party and its respective officers, directors, members, managers, and employees from and against any and all uninsured loss, liability, claims, suits, judgments, damages, losses and expenses (including reasonable attorneys' fees) of any nature whatsoever arising out or related to any breach by such party of this Agreement or the gross negligence or willful misconduct of such party or its agents or employees.

(b) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO OR OTHERWISE LIMIT THE OBLIGATION OF A PARTY TO INDEMNIFY THE OTHER PARTY PURSUANT TO THIS SECTION 6 FROM AND AGAINST SUCH DAMAGES THAT ARE AWARDED TO A THIRD PARTY.

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IN WITNESS WHEREOF, this Agreement is executed under seal as of the day and year first above written.

HOUSINGTOHOME LLC



BY: Katharine R. Provencher
Manager
50 Summer St.
Boston, MA 02110

RENO HOUSING AUTHORITY

BY: Hilary Lopez
Executive Director

EXHIBIT A



Prepared by HousingToHome LLC

HousingToHome (HTH) | www.housingtohome.com |
50 Summer St. Boston, MA 02110 | 617-293-6572

John McGraw Court Apartments Relocation Expenses Budget - 34 Units (29 units occupied)

1 BR

Description	34	Instances	Total
Packing Supplies	\$4,250	2	\$8,500
Moving, packing/unpacking; 100% of residents	\$45,900	2	\$91,800
Moving Insurance for Residents	\$5,100	2	\$10,200
Cleaning of Relocation Units	\$6,800	1	\$6,800
Off-site unit rents (assumes 4 units for 16 months at 2/3)	\$6,800	16	\$71,808
Off-site unit securement costs (2/3)	\$6,800	1	\$4,488
Renter's Insurance	\$150	34	\$1,683
Vacant unit utilities	\$8,500	8	\$68,000
Transfer of Cable/Internet/Utility Services	\$3,400	2	\$6,800
Off-site Storage (assume 15%)	\$765	4	\$3,060
Dumpster/Trash Removal			\$5,000
<i>Contingency (5% but can adjust based on RHA directive)</i>			\$13,907
Relocation Cost Total**:			\$292,046

Budget Assumptions

Inspections for pests and extermination costs will be covered by operating budget and are not included. All units will need to be inspected for all pest activity (and scheduled needed treatments) prior to their move day.

Line items are subject to change but the maximum to be spent for Task A is \$97,349

Task A	\$97,349
Task B	\$97,349
Task C	\$97,349

This Agreement covers expenses in Task A in an amount to to exceed \$97,349. Subsequent tasks will be agreed upon after Task A is fully extended.

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ironside Insurance Group, LLC 112 Water Street Ste 401 Boston MA 02109		CONTACT NAME: Josh Schair PHONE (A/C No. Ext.): (617) 227-2400 E-MAIL ADDRESS: support@ironsideig.com		FAK (A/C No.): (617) 910-2472	
		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: Lloyd's of London			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	PSL0239548752	10/26/2023	10/26/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Cyber Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	X	X	PSL0239548752	10/26/2023	10/26/2024	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below.		N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PSL0239548752	10/26/2023	10/26/2024	PL Occurrence \$2,000,000 Crime/Fidelity \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Generic COI	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 9

August 27, 2024

SUBJECT: Discussion and possible approval to enter into a contract for up to \$190,920 with Housing To Home for relocation assistance and services and relocation expenses associated with the Silver Sage Apartments rehabilitation project.

FROM: Executive Director

RECOMMENDATION: (For Possible Action)

Background:

The Silver Sage Court rehab project is set to begin construction in October 2024 and will take approximately 8 months to complete. The project is divided in two phases which require the temporary relocation of all residents. In March 2023, the Board approved RHA entering into a professional services agreement with Housing To Home (“HTH”) for relocation services. To date, HTH has completed the permanent relocation of residents at Hawk View Apartments and has begun Phase 1 of Silverada Manor.

HTH is ready to begin the temporary relocation of residents for the Silver Sage Court project in September. Services will include meeting with tenants and developing individualized relocation plans, arranging packing and moving services, calculating and overseeing relocation payments, working with tenants to minimize impacts from the relocation, providing proper noticing, and additional services as needed. Housing To Home will also cover all up-front moving related expenses for the tenants.

HTH’s relocation services contract for Silver Sage Court includes both staffing costs and moving related expenses. The contract provides for an up to budget of:

- HTH Staffing and Planning: \$ 85,179
- Relocation Expenses: \$105,741
- **Total: \$190,920**

Staffing and planning includes on-site HTF staffing costs, overhead, costs for attendance at meetings, and related items for predevelopment through construction, anticipated to be 14 months. Staff propose using a contractor for these services because it would delay the project to create a new internal position and then recruit and train for it. HUD’s relocation requirements are complicated and having an experienced firm helps to ensure proper implementation. Additionally, at this time, RHA only has remaining relocation requirements for McGraw/Silver Sage Court and Stead Manor. Therefore, based on current projects, there would not be long-term use for this position. If this changes, staff will re-review the efficiency of adding a Relocation Specialist to the agency.

Staff Recommendation and Motion:

Staff recommends that the Board of Commissioners motion to approve entering into a services contract for an amount not to exceed \$190,920 with Housing To Home for relocation services for the

Silver Sage Court rehab project and authorize, Executive Director, Hilary Lopez, Ph.D., to sign and execute all required documents.



CLIENT SERVICES AGREEMENT

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1. Services. Client hereby engages Contractor to provide the services described on *Exhibit A* attached hereto (the “Services”) and Contractor agrees to provide the Services, all upon the terms and conditions set forth in this Agreement.

2. Term and Termination. The term of this Agreement (the “Term”) shall commence on August 16, 2024 and continue until completion of Services and payment in full of the final invoice unless sooner terminated in accordance with this Agreement. Either party may terminate this Agreement prior to expiration of the Term by giving the other party at least sixty (60) days’ prior written notice of such termination. In addition, either party may terminate this Agreement immediately upon notice to the other party, if the other party breaches any material provision of this Agreement and such breach remains uncured for thirty (30) days following notice from the terminating party to the breaching party setting forth in reasonable detail the nature of such breach. Upon termination of this Agreement for any reason, Client shall pay Contractor for all Services performed through the effective date of termination. The provisions of Section 4, 6, 7 and 8 shall survive termination of this Agreement.

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(c) *Entire Agreement; Amendment or Waiver.* This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements and understandings, whether oral or written, pertaining to the Services. The provisions of this Agreement may be modified only in a written agreement signed by both parties. The provisions of this Agreement may be waived in a writing signed by the waiving party. The failure of either party to seek redress for violation, or to insist upon the strict performance of any covenant, agreement, provision, or condition of this Agreement, shall not constitute a waiver thereof.

(d) *Governing Law.* This Agreement shall be governed by the laws of the Commonwealth of Massachusetts as if executed and to be performed in Massachusetts without regard to conflict of law principles that might require the application of the laws of another jurisdiction. The state and federal courts sitting in Massachusetts shall have exclusive jurisdiction to decide any matter arising under or in connection with this Agreement.

(e) *Notices.* All notices, consents and other communications under this Agreement shall be in writing and sent to the addresses set forth on the signature page of this Agreement and shall be deemed given (i) when personally delivered, (ii) after being delivered according to the tracking system of a recognized overnight delivery service, or (iii) three business days after being sent via certified U.S. mail first-class delivery, return receipt requested. In addition routine communications (which shall expressly exclude notice of breach or termination) may be sent by electronic mail to the addresses set forth below.

(f) *Severability.* If any provision of this Agreement is held to be invalid, illegal or otherwise unenforceable, either in whole or in part, such provisions shall be enforceable to the extent permitted by law and the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(g) *Exculpation.* It is understood and agreed that the obligations of the parties under or with respect to this Agreement do not constitute personal obligations of the officers, shareholders, members, or managers of either party, and shall not involve any claim against, or personal liability on the part of such persons; and each party will look solely to the assets of the other party for satisfaction of any liability of the other party in respect of this Agreement and will not seek recourse against such officers, shareholders, members, or managers, or any of their personal assets for such satisfaction.

IN WITNESS WHEREOF, this Agreement is executed under seal as of the day and year first above written.

HOUSINGTOHOME LLC



BY: Katharine R. Provencher
Manager
50 Summer St.
Boston, MA 02110

RENO HOUSING AUTHORITY

BY: Hilary Lopez
Executive Director

EXHIBIT A



Silver Sage - Reno Housing Authority (Reno, NV)

HTH Relocation Services Budget

Relocation Planning Phase

Consulting, as needed (\$400/hour assuming 10 hours)	\$4,000
Resident Meeting, as needed	\$6,000
Total	\$10,000

Relocation Phase (14 Months)

Relocation Supervisor	\$56,000
On-Site Relocation Manager	\$113,750
Resident Meetings, as needed	\$24,000
Equipment and Supplies	\$9,160
Overhead	\$71,019
Total	\$273,929

HTH PROJECT TOTAL FOR SILVER SAGE	\$85,179
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*Assumes 12 months of construction and 14 months of HTH staffing with one month set-up and one month close-out.

Line items are subject to change but the maximum to be spent for Task A is \$28,393

Task A	\$28,393
Task B	\$28,393
Task C	\$28,393

**This Agreement covers expenses in Task A in an amount to to exceed \$28,393.
Subsequent tasks will be agreed upon after Task A is fully extended.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2023

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PRODUCER Ironside Insurance Group, LLC 112 Water Street Ste 401 Boston MA 02109		CONTACT NAME: Josh Schaefer PHONE (A/C No. Ext.): (617) 227-2400 FAX (A/C No.): (617) 910-2472 E-MAIL ADDRESS: support@ironsideig.com	
INSURED HousingToHome, LLC 50 Summer Street Boston MA 02110		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PSL02395487B2	10/26/2023	10/26/2024	EACH OCCURRENCE: \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence): \$ MED EXP (Any one person): \$ PERSONAL & ADV INJURY: \$ 2,000,000 GENERAL AGGREGATE: \$ 4,000,000 PRODUCTS - COMPROP AGG: \$ 2,000,000 Cyber Liability: \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	PSL02395487B2	10/26/2023	10/26/2024	COMBINED SINGLE LIMIT (Ea. accident): \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EXCESS LIAB DED: \$ RETENTION \$						EACH OCCURRENCE: \$ AGGREGATE: \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT: \$ E.L. DISEASE - EA EMPLOYEE: \$ E.L. DISEASE - POLICY LIMIT: \$
A	Professional Liability			PSL02395487B2	10/26/2023	10/26/2024	PL Occurrence: \$2,000,000 Crime/Fidelity: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Generic COI	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CLIENT SERVICES AGREEMENT

This Client Services Agreement (this "Agreement") is made and entered into as of the 16th day of August 2024, by and between HousingToHome LLC, a Massachusetts limited liability company ("Contractor") and Reno Housing Authority ("Client").

1. Services. Client hereby engages Contractor to provide the services described on *Exhibit A* attached hereto (the "Services") and Contractor agrees to provide the Services, all upon the terms and conditions set forth in this Agreement.

2. Term and Termination. The term of this Agreement (the "Term") shall commence on August 16, 2024 and continue until completion of Services and payment in full of the final invoice unless sooner terminated in accordance with this Agreement. Either party may terminate this Agreement prior to expiration of the Term by giving the other party at least sixty (60) days' prior written notice of such termination. In addition, either party may terminate this Agreement immediately upon notice to the other party, if the other party breaches any material provision of this Agreement and such breach remains uncured for thirty (30) days following notice from the terminating party to the breaching party setting forth in reasonable detail the nature of such breach. Upon termination of this Agreement for any reason, Client shall pay Contractor for all Services performed through the effective date of termination. The provisions of Section 4, 6, 7 and 8 shall survive termination of this Agreement.

3. Compensation. Client shall pay Contractor the fees set forth on *Exhibit A*. In addition, Client shall reimburse Contractor for certain expenses incurred by Contractor in performing the Services as set forth on *Exhibit A*. Contractor shall send Client monthly invoices setting forth the fees and expenses then due. Client shall pay each invoice within thirty (30) days after receipt, unless an invoice is subject to a good faith dispute in which case, Client shall pay the undisputed portion of such invoice within thirty (30) days after receipt of such invoice and shall provide a detailed explanation of the reason for any dispute within fifteen (15) days after receipt of such invoice. Any amount not paid when due (unless the subject of such a good faith dispute) shall be subject to a late fee of 1% per calendar month or any partial calendar month that such amount remains outstanding. In addition, Client shall be required to reimburse Contractor for all costs incurred by Contractor, including reasonable attorneys' fees, in collecting any overdue amounts. Contractor shall have the right to suspend the Services following five (5) days' notice to Client during any period in which any amount is overdue. Client shall be responsible for any sales, use, excise, value added or other taxes (other than taxes based on Contractor's net income) payable with respect to the Services.

4. Warranty/Disclaimer. Contractor warrants that the Services will be performed in a professional and workmanlike manner in conformity with generally prevailing industry standards and all applicable laws. CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER

WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR OTHER WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

5. Insurance. During the Term, each party shall maintain the insurance coverage set forth on *Exhibit B* attached hereto and shall provide the other party with evidence of such insurance upon request.

6. Indemnifications/Limits on Liability.

(a) During the Term and for a period of one (1) year thereafter, each party shall indemnify and hold harmless the other party and its respective officers, directors, members, managers, and employees from and against any and all uninsured loss, liability, claims, suits, judgments, damages, losses and expenses (including reasonable attorneys' fees) of any nature whatsoever arising out or related to any breach by such party of this Agreement or the gross negligence or willful misconduct of such party or its agents or employees.

(b) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO OR OTHERWISE LIMIT THE OBLIGATION OF A PARTY TO INDEMNIFY THE OTHER PARTY PURSUANT TO THIS SECTION 6 FROM AND AGAINST SUCH DAMAGES THAT ARE AWARDED TO A THIRD PARTY.

(c) Contractor shall not be responsible for any delay or failure in performance of the Services caused by fire, flood, explosion, war, strike, embargo, government requirement, epidemic or pandemic, civil or military authority, act of God, act of terrorism, or other causes beyond its reasonable control.

7. Certain Covenants.

(a) *Confidentiality*. In the course of Contractor's provision of Services to Client, certain "Confidential Information" may be disclosed between the parties. "Confidential information" is any information of a party, in any form, that is not available to the general public; provided that "Confidential Information" shall not include information that is received independent of the Services from a third party not under an obligation to maintain the confidentiality of the information, or information that a party is required to disclose by law or legal process. Each party agrees that neither it nor any of its employees, agents, contractors or other persons or organizations over which it has control will directly or indirectly use any Confidential Information of the other party for any purposes or disseminate or disclose any Confidential Information of the other party to any person or organization, without the express written consent of the other party, except that Contractor may use Confidential Information of Client during the Term of this Agreement solely for the purposes of providing the Services. Each

party will undertake commercially reasonable and appropriate steps to maintain the confidentiality of Confidential Information of the other party. Upon termination of this Agreement, each party will promptly deliver to the other party all copies of the other party's Confidential Information that are in such party's possession or under such party's control and delete all Confidential Information stored on such party's devices.

(b) *Nonsolicitation.* During the Term and for a period of one (1) year thereafter, neither party shall solicit, recruit or hire any person who was an employee or independent contractor of the other party at any time during the twelve month period preceding such solicitation or hiring and with whom such party had contact as a result of this Agreement, or encourage any such person to terminate such person's relationship with the other party.

(c) *Enforcement.* Each party acknowledges that a breach of this Section 7 by such party shall cause the other party irreparable harm for which there is not an adequate remedy at law. Accordingly, if either party breaches any provision of this Section 7, the other party shall be entitled, in addition to all other available remedies, to injunctive and other equitable relief without the posting of any bond or security.

8. General Provisions.

(a) *Relationship of the Parties.* Client and Contractor are independent contractors with respect to each other and nothing contained in this Agreement shall be deemed to create a partnership, joint venture or other relationship between them other than that of independent contractors. Neither party shall have the right to bind the other party or to represent the other party in dealings with third parties without the express authorization of the other party.

(b) *Assignment.* This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(c) *Entire Agreement; Amendment or Waiver.* This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements and understandings, whether oral or written, pertaining to the Services. The provisions of this Agreement may be modified only in a written agreement signed by both parties. The provisions of this Agreement may be waived in a writing signed by the waiving party. The failure of either party to seek redress for violation, or to insist upon the strict performance of any covenant, agreement, provision, or condition of this Agreement, shall not constitute a waiver thereof.

(d) *Governing Law.* This Agreement shall be governed by the laws of the Commonwealth of Massachusetts as if executed and to be performed in Massachusetts without regard to conflict of law principles that might require the application of the laws of another jurisdiction. The state and federal courts sitting in Massachusetts shall have exclusive jurisdiction to decide any matter arising under or in connection with this Agreement.

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IN WITNESS WHEREOF, this Agreement is executed under seal as of the day and year first above written.

HOUSINGTOHOME LLC



BY: Katharine R. Provencher
Manager
50 Summer St.
Boston, MA 02110

RENO HOUSING AUTHORITY

BY: Hilary Lopez
Executive Director

EXHIBIT A



Prepared by HousingToHome LLC

HousingToHome (HTH) | www.housingtohome.com |
50 Summer St. Boston, MA 02110 | 617-293-6572

Silver Sage Court Apartments Relocation Expenses Budget - 16 Units (14 units occupied)

Description	1 BR		Total
	16	Instances	
Packing Supplies	\$2,000	2	\$4,000
Moving, packing/unpacking; 100% of residents	\$21,600	2	\$43,200
Moving Insurance for Residents	\$2,400	2	\$4,800
Cleaning of Relocation Units	\$3,200	1	\$3,200
Off-site unit rents (assumes 2 units for 16 months at 1/3)	\$3,400	16	\$17,952
Off-site unit securement costs (1/3)	\$3,400	1	\$1,122
Renter's Insurance	\$150	16	\$792
Vacant unit utilities	\$4,000	4	\$16,000
Transfer of Cable/Internet/Utility Services	\$1,600	2	\$3,200
Off-site Storage (assume 15%)	\$360	4	\$1,440
Dumpster/Trash Removal			\$5,000
<i>Contingency (5% but can adjust based on RHA directive)</i>			\$5,035
Relocation Cost Total**:			\$105,741

Budget Assumptions

Inspections for pests and extermination costs will be covered by operating budget and are not included. All units will need to be inspected for all pest activity (and scheduled needed treatments) prior to their move day.

Line items are subject to change but the maximum to be spent for Task A is \$35,247

Task A	\$35,247
Task B	\$35,247
Task C	\$35,247

This Agreement covers expenses in Task A in an amount to to exceed \$35,247. Subsequent tasks will be agreed upon after Task A is fully extended.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Ironside Insurance Group, LLC 112 Water Street Ste 401 Boston MA 02109		CONTACT NAME: Josh Schaefer PHONE (A/C No. Ext.): (617) 227-2400 FAX (A/C No.): (617) 910-2472 E-MAIL ADDRESS: support@ironsideig.com	
INSURED HousingToHome, LLC 50 Summer Street Boston MA 02110		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's of London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	PSL0239548752	10/26/2023	10/26/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Cyber Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	PSL0239548752	10/26/2023	10/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PSL0239548752	10/26/2023	10/26/2024	PL Occurrence \$2,000,000 Crime/Fidelity \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Generic COI	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 10

August 27, 2024

SUBJECT: Discussion and possible direction to staff regarding potential budgets and scopes of work for the Paradise Plaza Rehab Project.

FROM: Executive Director

RECOMMENDATION: Discussion Only

Background:

Following the donation of the Paradise Plaza property from CIRE Equity in February 2024, RHA Development staff have been working to develop a scope of work and get the project started by late summer. However, there have been significant delays and challenges due to the extensive abatement and mitigation needed due to pigeons. Phase 1 of the abatement has already occurred and cost nearly \$20,000. It is estimated that the rest of the abatement and mitigation will cost in the range of \$80k-\$100k. The delays due to abatement led RHA to open discussions with CIRE related to the timelines included in the purchase sale agreement and post-closing agreement. CIRE has indicated that they are open to extending and/or terminating these timelines and have also added the option of a long term (~30 years) lease of the lobby area for \$0 if RHA were to undertake the abatement and mitigation of pest damage for both the donated parcel and lobby.

While discussions with CIRE Equity are occurring, the RHA Development team has also been developing construction cost estimates for the renovation of the property. Though an initial design was contemplated, additional systems work must be completed which renders the anticipated budget (\$1.3M) inadequate for even the initially discussed concept. Additionally, upon further internal discussion, to renovate the space in the most functional way, a more involved scope of work is needed. The goals for the space are to rehouse the entire Resident Service department, this includes private or semi-private work areas/offices for eight staff members, provide classroom and smaller group training and meeting areas, provide a computer lab, and related storage and service areas. Ideally, this would be into a facility in close proximity to, or easily accessible by, RHA clients and residents. Staff must move from Silverada Manor given the upcoming staging for construction and rehabilitation of the community building. Upon renovation, the community space will be repurposed, and the new layout and financing does not allow for resident services to continue to operate in the bulk of the space.

Based on the above considerations, staff developed 4 different potential scopes of work and budgets for the potential project, which are presented in further detail in the table below. To help set the context for the budgets shared below, RHA staff has identified some comparable commercial property for sale in the community, details of which will be presented in the board meeting. Additionally, based on review, the average estimated cost per square foot for commercial construction in Nevada is \$350. To purchase land, and design, permit and construct an equivalent 8000 square foot office building would cost approximately \$4.5M.

Budget and Scope			
Option 1	Option 2	Option 3	Option 4
\$1.6M	\$4.1M	\$6.3M	\$11M
<ul style="list-style-type: none"> • Full abatement of theater and donated space • Installation of demising wall per post-closing agreement • New flooring, finishes, and lighting on 1st floor • New HVAC • <i>Renovation does not include theater</i> 	<ul style="list-style-type: none"> • Full abatement of theater, donated space, and lobby area • No installation of demising wall • New flooring, finishes and lighting, on 1st floor (including leased lobby area) and 2nd floor • New HVAC • <i>Renovation does not include theater</i> 	<ul style="list-style-type: none"> • Full abatement of theater and donated space • Installation of demising wall per post-closing agreement • New flooring, finishes, and lighting on 1st and 2nd floors • Removal of some walls on 1st floor to create conference room. • Installation of elevator and fire suppression system. • All new mechanical systems (HVAC, Electrical, Plumbing) • <i>Renovation of theater to bring up to code, but use remains “as is”.</i> 	<ul style="list-style-type: none"> • Full abatement of theater and donated space • Installation of demising wall per post-closing agreement • New flooring, finishes, and lighting on 1st and 2nd floors • Removal of some walls on 1st floor to create conference room. • Installation of elevator and fire suppression system. • All new mechanical systems (HVAC, Electrical, Plumbing) • <i>Renovation of theater includes: leveling of first floor to allow of office use, addition of partial second floor for increased office space.</i> • Scope of theater renovation also requires the addition of more bathrooms and windows on first and second floor walls.

To date, RHA has secured \$1.3M for the project. All of the scenarios presented above would require additional funding as detailed in the table below.

Option 1	Option 2	Option 3	Option 4
\$300k	\$2.8M	\$5M	\$9.7M

RHA staff are seeking direction from the Board in regard to the presented budgets and scopes of work and/or other possible directions to be taken in regard to this project.

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 11

August 27, 2024

SUBJECT: Discussion to determine desire for a 2024 Board retreat and potential selection of date.

FROM: Executive Director

RECOMMENDATION: Discussion Only

RENO HOUSING AUTHORITY

AGENDA ITEM NUMBER: 12

August 27, 2024

SUBJECT: Additional Items

FROM: Executive Director

RECOMMENDATION: For Possible Action

Additional Items:

- a) Possible change in day/time of Board meetings (Discussion)
- b) General matters of concern to Board Members regarding matters not appearing on the agenda. (Discussion)
- c) Reports on conferences and trainings. (Discussion)
- d) Old and New Business. (Discussion)
- e) Request for Future Agenda Topics (Discussion)
- f) Schedule of next meeting. The following dates have been scheduled in advance but are subject to change at any time: Tuesday, September 24, 2024, and Tuesday, October 22, 2024. (For Possible Action)