



**TN Development Corporation  
Invitation to Bid**

**Solicitation #** ITB-2024-002  
**Date Issued** 7/02/2024  
**Point of Contact** Hector Garcia  
**Phone** 803.545.3775  
**E-mail Address** Hector.Garcia@columbisc.gov

**Description:** Construction of four, three-bedroom affordable Homes in the Lower Waverly-Martin Luther King (MLK) Neighborhood and five three-bedroom affordable homes in the Jones McDonald Community Club (JMCC) Neighborhood

Dear Contractor:

TN Development is requesting sealed bids from general contractors for the construction of nine single-story, 1300 to 1500 SF affordable homes, four of which are located on Pendleton St. in the MLK historical district and the other five are located on McFadden and Ogden St. in the Jones McDonald Community Club neighborhood. In the MLK district, the homes will be built according to the city’s historic guidelines; the JMCC development has no historic requirements. Contractors who are interested must be properly licensed under the laws of the State of South Carolina and also have a current City of Columbia business license. All questions must be submitted via email to the above address on this cover page.(See below for schedule of events).

SCHEDULE OF EVENTS	DATE AND TIME
<b>SUBMIT PROPOSAL BY:</b>	Wednesday, July 31, 2024 @ 12:00PM EST
<b>SITE VISIT:</b>	Monday, July 15, 2024 @ 10:00 AM EST
<b>CONFERENCE TYPE:</b> Mandatory PRE-BID MEETING <b>LOCATION:</b> Ensor Forest Apartments, 5216 Randall Ave Columbia South Carolina 29203	Monday, July 15, 2024 @ 10:00 AM EST
<b>QUESTIONS MUST BE RECEIVED BY:</b>	Friday, July 19, 2024 @ 12:00PM EST
<b>POST RESPONSE TO BID QUESTIONS BY:</b>	Monday, July 22, 2024 @ 2:00 PM EST

**Submit Bids to address below:**  
 TN Development Corporation  
 Attn: Mr. Hector Garcia  
 3905 Ensor Avenue, Suite 113,  
 Columbia, SC 29203

Each bid must be submitted on paper and delivered in a sealed envelope labeled with Description and Solicitation #

All questions shall be directed to the Facility Manager Mr. Hector Garcia see phone number on cover page. A bid tabulation shall be posted online

**TN Development Corporation (TNDC)** is seeking construction contracting services, for the development of the following Lots:

- 1821 McFadden St. Columbia South Carolina 29204
- 1817 McFadden St. Columbia South Carolina 29204
- 1811 McFadden St. Columbia South Carolina 29204
- 1725 Ogden St. Columbia South Carolina 29204
- 1723 Ogden St. Columbia South Carolina 29204
- 2330 Pendleton St. Columbia South Carolina 29205
- 2331 Pendleton St. Columbia South Carolina 29205
- 2333 Pendleton St. Columbia South Carolina 29205
- 2338 Pendleton St. Columbia South Carolina 29205

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### **SCOPE OF SERVICES OVERVIEW**

The scope of work should include the following for the entire term of the contract: (see general specifications Attached to this solicitation)

### **QUALIFICATIONS**

Offeror shall submit a **minimum of three (3) references to substantiate their qualifications and experience.** Requirements for qualifications shall be of a similar service and current within the last five years. References shall illustrate offeror's ability to provide the services outlined in this solicitation. References shall include name of the client, point of contact, telephone number, and dates services were performed. The offeror will be disqualified if TNDC is unable to verify qualifications and experience. The offeror shall also be disqualified if TNDC receives negative responses from references. TNDC shall be the sole judge of references. Qualifications should also include company history; construction experience; list of projects; insurance and licensing information.

The selected Offer must assemble a team to include its own support personnel and other construction professionals (subcontractors); and available start date(s).

### **EVALUATION**

(TNDC) staff will select the offer whose qualifications and price are determined to be the most advantageous to the owner. The selection will be based on the information submitted to this office. However, (TNDC) is not obligated to enter into any contract on the basis of any submittal in response to this solicitation. (TNDC) reserves the right to request additional information from any offeror submitting under this solicitation and may conduct oral interviews, if staff and/or the Board of Directors deems it necessary, to further evaluate a company's qualifications. (TNDC) reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes irregularities.

**INFORMATION FOR OFFERORS TO SUBMIT - PROPOSAL:** In addition to information requested elsewhere in this solicitation, offerors **must** submit the following information with their proposal for purposes of evaluation:

#### **- Cover Letter/ Executive Summary**

Include a brief summary of the company and documentation showing the firm's experience, with an emphasis on projects of similar size and scope (e.g. identification and analysis of design, installation, certification, savings, warranties, etc.). Indicate clearly the firm's role in the project. Also include the core aspects of services and a list of compatible projects.

- A. Technical Competence and Qualifications of Company and Key Personnel**  
Provide a **brief** summary of each person or company's qualifications referencing relevant experience and capabilities and;  
Include qualifications for team members who will work on the various projects, also;
- B. Contract price**  
Submit completed Pricing form (Exhibit A)

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- C. Past Performance / Experience and References / Financial soundness and stability**
- References**  
Provide at least five (3) client references with contact information. These references should be within the past 5 years. Include contact information, time from project initiation to completion, and key staff who worked on the project.
- Litigation**  
Provide any past or pending litigation with your company as it pertains to this solicitation or any other litigation that would affect the execution and performance of the contract.
- Proof and extent of bonding capabilities**  
Provide the bonding capacity and bonding rate(s) of your company.
- Experience**  
Provide a list of all similar projects in the last 5 years.
- Financial statement and/or bonding capacity**
- D. Project Team Contribution and Coordination / Demonstrated Ability to Meet Time and Budget Requirements**
- Project team**  
Identify the team charged with managing the project.
- Project performance**  
Delineate individuals responsible for ensuring project performance.
- E. Submission of City business license and certificate of liability insurance**

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### Offeror's Information and Signature

<b>AWARD</b>	All offerors will be e-mailed the name of the awarded contractor.
You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, you agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of sixty (60) calendar days after the Opening Date	
<b>NAME OF OFFEROR</b> (Full legal name of business submitting the offer)	
<b>AUTHORIZED SIGNATURE</b>	
(Person signing must be authorized to submit binding offers to enter contract on behalf of offeror named above)	
<b>TITLE</b> (Business Title of person signing above)	
<b>PRINTED NAME</b> (Printed name of person signing above)	
Instructions regarding Offeror's Name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or a division of a larger entity if the branch or division is not a separate legal entity, <i>i.e.</i> , a separate corporation, partnership, sole proprietorship, etc.	
<b>STATE OF INCORPORATION</b> (If Offeror is a corporation, identify the state of Incorporation.)	
<b>TAXPAYER IDENTIFICATION NO.</b> (See "Taxpayer Identification Number" provision)	

<b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business <i>i.e.</i> Physical address)	<b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)			
	Area Code	Number	Extension	Facsimile
	E-mail Address			

<b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)	<b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders" and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

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(Submit with Offer)

## **Terms and Conditions**

**BRAND NAME REFERENCES** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other description and should include the manufacturer's illustration and complete description of the product(s) offered. The Owner reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the Owner may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to specifications or reference data in this bid, he will be required to furnish the product according to the name brands, numbers, etc., as specified in the invitation.

**COMPLIANCE WITH LAWS:** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

### **CONTRACTOR'S LIABILITY INSURANCE - GENERAL**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

**(1) Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits **no less than \$1,000,000** per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

**(2) Auto Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits **no less than \$1,000,000 per accident for bodily injury and property damage.**

**(3) Worker's Compensation:** As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no **less than \$1,000,000** per accident for bodily injury or disease.

(c) Every officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. (d) For any claims related to this contract, the contractor's insurance coverage shall be primary insurance as respects the Owner, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the Owner, the officers, officials, employees and volunteers of any of them, shall be excess of the contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the contractor shall furnish original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. The owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the contractor shall notify the owner immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

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(g) Contractor hereby grants to the Owner a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Owner by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the owner has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the owner. The owner may require the contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**CONTRACTOR PERSONNEL:** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**CONTRACTOR'S OBLIGATION – GENERAL:** The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

**DEFAULT:** (a)(1) The Owner may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to-

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;  
(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause);  
or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Owner's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the Owner terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Owner for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such **causes** include **(1) Acts of God (force majeure)** or of the public enemy, (2) acts of the Owner in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Owner may require the Contractor to transfer title and deliver to the Owner, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the Owner has an interest.

(f) The Owner shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and

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accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The Owner may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the Owner against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Owner, be the same as if the termination had been issued for the convenience of the Owner. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the Owner, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

**INDEMNIFICATION-THIRD PARTY CLAIMS – GENERAL:** Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the owner, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

**LICENSES AND PERMITS:** During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the District, state, county, city or other government entity to accomplish the work specified in this solicitation and the contract.

**PRICE ADJUSTMENTS:** (1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

(a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;

(b) by unit prices specified in the Contract or subsequently agreed upon;

(c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;

(d) in such other manner as the parties may mutually agree; or,

(e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, including profit if otherwise allowed, all as computed by the Procurement Officer in accordance with generally

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accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the owner, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable.

**RELATIONSHIP OF THE PARTIES:** Neither party is an employee, agent, partner, or a joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

**PREVAILING WAGE RATES**

Bidders must adhere to Federal Davis Bacon prevailing wage rates for Columbia SC

**Contractor's Cost Breakdown**  
Schedules of Values

Date:			
Building Identification:			
Project Name:			
Project Address:			

This form represents the Contractors and/or Borrowers firm costs and services as a basis for disbursing dollar amounts when insured advances are requested. Detailed instructions for completing this form are included at the end.

Line	Div.	Trade Item	Cost	Trade Description
1	3	Concrete		
2	4	Masonry		
3	5	Metals		
4	6	Rough Carpentry		
5	6	Finish Carpentry		
6	7	Waterproofing		
7	7	Insulation		
8	7	Roofing		
9	7	Sheet Metal		
10	8	Doors		
11	8	Windows		
12	8	Glass		
13	9	Lath and Plaster		
14	9	Drywall		
15	9	Tile Work		
16	9	Acoustical		
17	9	Wood Flooring		
18	9	Resilient Flooring		
19	9	Painting and Decorating		
20	10	Specialties		
21	11	Special Equipment		
22	11	Cabinets		
23	11	Appliances		
24	12	Blinds and Shades, Artwork		
25	12	Carpets		
26	13	Special Construction		
27	14	Elevators		
28	15	Plumbing and Hot Water		
29	15	Heat and Ventilation		
30	15	Air Conditioning		
31	16	Electrical		
<b>32</b>		<b>Subtotal (Structures)</b>		
33		Accessory Structures		
<b>34</b>		<b>Total (Lines 32 and 33)</b>		

Line	Div.	Trade Item	Cost	Trade Description			
35	2	Earth Work					
36	2	Site Utilities					
37	2	Roads and Walks					
38	2	Site Improvements					
39	2	Lawns and Planting					
40	2	Unusual Site Condition		Improvement (costs included in trade item breakdown) Nonresidential and Special Exterior Land		Offsite Costs (costs not included in trade item breakdown)	
41		<b>Total Land Improvements</b>					
42		<b>Total Struct. &amp; Land Imprvts.</b>		Description	Est. Cost	Description	Est. Cost
43	1	General Requirements					
44		<b>Subtotal</b> (Lines 42 and 43)					
45		Builder's Overhead					
46		Builder's Profit		<b>Total</b>	\$		
47		<b>Subtotal</b> (Lines 44 thru 46)		Other Fees		<b>Total</b>	\$
48						Demolition (costs not included in trade item breakdown)	
49		Other Fees				Description	Est. Cost
50		Bond Premium					
51		<b>Total for All Improvements</b>					
52		Builder's Profit Paid by Means Other Than Cash					
53		<b>Total for All Improvements Less Line 52</b>		<b>Total</b>	\$	<b>Total</b>	\$

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Contractor	Signature:	Date:

**Instructions**

This form is prepared by the contractor and/or borrower as a requirement for the issuance of a firm commitment. The firm replacement cost of the project also serves as a basis for the disbursement of dollar amounts when insured advances are requested. A detailed breakdown of trade items is provided along with spaces to enter dollar amounts and trade descriptions.

**Date**-Date form was prepared.

**Sponsor**-Name of sponsor or sponsoring organization.

**Building Identification**-Number(s) or Letter(s) of each building as designated on plans.

**Name of Project**-Owners designated name of project.

**Project Location**-Street address, city and state.

**Division**-Division numbers and trade items have been developed from the cost accounting section of the uniform system.

**Accessory Structures**-This item reflects structures, such as: community, storage, maintenance, mechanical, laundry and project office buildings. Also included are garages and carports or other buildings.

**Unusual Site Conditions**-This trade item reflects rock excavation, high water table, excessive cut and fill, retaining walls, erosion, poor drainage and other on-site conditions considered unusual.

**Cost**-Enter the cost being submitted by the Contractor or bids submitted by a qualified subcontractor for each trade item. These costs will include, as a minimum, prevailing wage rates as determined by the Secretary of Labor.

**Trade Description**-Enter a brief description of the work included in each trade item.

**Other Fees**-Includable are fees to be paid by the Contractor, such as sewer tap fees not included in the plumbing contract. Fees paid or to be paid by the Mortgagee are not to be included on this form.

**Total For All Improvements**-This is the sum of lines 1 through 50 and is to include the total builder's profit (line 46).

**Non-Residential and Special Exterior Land Improvement Costs**-Describe and enter the cost of each improvement, i.e. on-site parking facilities including individual garages and carports, commercial facilities, swimming pools with related facilities and on-site features provided to enhance the environment and livability of the project and the neighborhood. The Design Representative and Cost Analyst shall collaborate with the borrower or their representative in designating the items to be included.

**Off-Site Costs**-Enter description and dollar amount including fees and bond premium for off-site improvements.

**Demolition**-Enter description and dollar amount of demolition work necessary to condition site for building improvements including the removal of existing structures, foundations, utilities, etc.

**Other Fees**-Enter a brief description of item involved and cost estimate for each item.

**Signatures**-Enter the firm name, signature of authorized officer of the contractor and/or Borrower and date the form was completed.